



PREMISES & ESTATE DEPARTMENT, LHO MAHARASHTRA

3RD FLOOR, SYNERGY BUILDING, G- BLOCK,
BANDRA KURLA COMPLEX, MUMBAI-400 051

TENDER ID: MAH2021 06 004

PART – A: TECHNICAL BID

**TENDER FOR PROPOSED AIRCONDITION WORKS OF
NEW AMRAVATI ADMINISTRATIVE OFFICE ON THE FIRST FLOOR OF
SBI AMRAVATI MAIN BRANCH, MAHARASHTRA**

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

DATE : _____



ARCHITECT

ARCHITECT S NANDEDKAR & ASSOCIATES

103, UTKARSH UMANG,
NAGINDAS MASTER ROAD, AJNI SQUARE,
WARDHA ROAD, NAGPUR 440 015.
TEL. NO. 0712-22252945 / 9823294893
E-mail : officesna@gmail.com



NOTICE INVITING TENDERS

SBI invites per Unit Item Rate Tenders followed by E-Reverse Auction for the following Tender:

The Empaneled Civil Contractors in '**Category : Aircondition Works above Rs. 25 Lakhs up to 50 Lakhs- Zone Nagpur** with SBI / SBIIMS are only eligible to participate in this tender.

e-Tendering Contact persons : Smt.Geeta Guatam - 079-68136814/ 7990334460
09081000235

Shri. Vishal Tiwari -

The details of tender are as under:

SN	Particulars	Details
1	Name of work	PROPOSED AIRCONDITION WORKS OF NEW AMRAVATI ADMINISTRATIVE OFFICE ON THE FIRST FLOOR OF SBI AMRAVATI MAIN BRANCH, MAHARASHTRA
2	Nature of Work	Air condition Works
3	Time allowed for completion	2 Months (60 Days)
4	Earnest Money Deposit	₹ 30000.00 (Rupees Thirty Thousand Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of SBI and payable at Mumbai.
5	Security Deposit (SD)	For the successful bidder, total security deposit shall be 5% of the contract value. Out of this, 2% of the contract value will be in the form of Initial Security Deposit (ISD); which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of the 10% of respective running account bill i.e. deduction from each running bill account will be 10%, till the 3% of the contract value is achieved and total of 5%. In case running bills are not paid/submitted, whole 3% of the remaining ISD will be deducted from the final bill paid.



6	Date of issue of tender documents (Technical Bid & Indicative Price Bid) from the Bank's website	15.06.2021 to 23.06.2021 from Bank's website BANK.SBI under <Link>procurement news.
	(a) Technical Bid (Only SBI / SBIIMS empanelled vendors)	From 15.06.2021 to 23.06.2021 Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal https://etender.sbi/SBI/
	(b) Online Indicative Price Bid (only to those bidders who qualify in Technical Bid.)	From 15.06.2021 to 23.06.2021 Available at M/s e-Procurement Technologies Ltd., our Service Provider's portal https://etender.sbi/SBI/
7	Last date & time for submission of Technical Bid and EMD	23.06.2021 by 04:00 PM Note: It is sole responsibility of the bidder to ensure submission of their Tender documents along with EMD by stipulated date and time at specified address failing which they will not be eligible to participate in E-reverse Auction.
8	Address for submission of EMD and cost of tender document cum processing fee.	The Assistant General Manager (P&E), LHO Maharashtra, State Bank of India, 3 rd Floor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.
9	Last date & time for submission of Online Technical & Indicative Price bid	23.06.2021 by 05:00 PM at Service Provider's portal https://etender.sbi/SBI/
10	Date and Time of opening of Online Technical Bid	23.06.2021 by 05:30 PM
11	Date and Time for E-reverse Auction	To be advised later. Will be conducted on Service Provider's portal https://etender.sbi/SBI/



13	Defects Liability / Warranty period	1-year from the date of Virtual Completion Certificate issued by the Bank/ Architect.
14	Liquidated Damages	0.50% per week subject to max. 5% of contract amount for delay in completion of work.
15	Validity of offer	90 days from the date of opening of Price-bid
16	Value of Interim Certificate	Rs. 8 Lakhs. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances
17	Submission of Technical Bid (Hard Copy)	Contractors shall Download the entire Technical Bid to get acquainted with the terms and conditions and <u>shall upload compulsorily the pages numbered from 1 to 10 of the technical bid</u> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected. However, L1 Tenderer should submit the whole technical bid spirally bound securely and in serial order containing pages 1 to 45 duly signed with company seal and date to this Office within 3 days of receipt of confirmation.

18. For any clarifications regarding E-Reverse Auction procedure, System requirements etc. please contact M/s e-Procurement Technologies Limited, B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad380 006. Gujarat State, India.

19. The Contractor/ Vendor shall sign and stamp each page of the tender document properly spiral bound thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer or in loose papers are liable to be rejected.

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

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



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

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

25. Non-participation in the tender process may lead to de-empanelment of your firm from Bank's approved list of contractors.

Yours faithfully,

For

Architect S. Nandedkar & Associates
Architect & Interior Designer



INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

TENDER FOR PROPOSED CIVIL WORKS OF NEW AMRAVATI ADMINISTRATIVE OFFICE ON THE FIRST FLOOR OF SBI AMRAVATI MAIN BRANCH, MAHARASHTRA

1.1 Site and its location

First Floor of SBI Amravati Main Branch, Maharashtra

2.0 Tender documents

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

- Instructions to tenderers
- General conditions of Contract
- Special conditions of Contract
- Price bid
- Drawings & Specifications

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

- a. Price Bid
- b. Technical specifications
- c. Special conditions of contract
- d. General conditions of contract
- e. Instructions to Tenderers



2.3 Complete set of tender documents including relative drawings can be downloaded from the Bank's website **BANK.SBI** under <Link>procurement news .as per schedule furnished in the NIT.

2.4 The tender documents are not transferable.

3.0 **Site Visit**

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

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

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **₹ 30000.00 (Rupees Thirty Thousand Only)** by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any Scheduled Commercial Bank drawn in favour of SBI and payable at Mumbai.

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

4.3 No interest will be paid on the EMD.

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

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

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBI. Payable at Mumbai within a period of 10 days from the date of receipt of Letter of Intent (LOI)/ Work Order from SBI.



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

6.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the respective Circles (LHOs) of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBI. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

7.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **60 days (2 months)** from the date of award of work.

8.0 Validity of tender

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

9.0 Liquidated Damages

The liquidated damages on account of delay shall be 0.50% of Cumulative Awarded value per week subject to a maximum of 5% of Cumulative awarded contract value or actual Invoice Value.

10.0 Rate and prices:

10.1 In case of item rate tender

10.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

If no rate is quoted for one or more tender items, such tenders shall be treated as **Non-Responsive Tenders** and the same shall be summarily rejected.



- 10.1.2 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the Contractor/ Vendor would be paid accordingly.
- 1.1.3 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the **SBI**.
- 11.1.4 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 11.1.5 Each page shall be totaled and the grand total shall be given.
- 11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies during the currency of contract including authorized extension, if any, but excluding GST, which shall be mentioned in the bills/invoices separately, as applicable.
- 11.1.7 The SBI reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
- 11.1.8 In case, it is decided by the SBI to drop one or more Items from the scope of work at any stage of the project, the Contractor/ Vendor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBI may consider issuing work order for various branches/offices in phases but within a reasonable time interval and the Contractor/ Vendor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.



LETTER OF UNDERTAKING (Annexure I)

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

The Assistant General Manager (P&E),
LHO Maharashtra, State Bank of India,
3rdFloor, Synergy Building,
Bandra Kurla Complex,
Mumbai - 51.

Dear Sir,

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

MEMORANDUM

- | | |
|-------------------------|--|
| (a) Description of work | Proposed Civil Works of New Amravati Administrative Office on The First Floor of SBI Amravati Main Branch, Maharashtra |
| (b) Earnest Money | ₹ 30000.00 (Rupees Thirty Thousand Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of SBI and payable in Mumbai. |



- (c) Time allowed for completion of the Works from Seven day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work 60days (2 Months)
- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said contract.
 - 2) I / We have deposited a sum of **₹ 30000.00 (Rupees Thirty Thousand Only)** of the total tender amount as Earnest Money with the SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to State Bank of India.
 - 3) I/ We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 “Instructions to Tenderers” of this tender.
 - 4) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the contract/execution/completion period including authorized extended contract period, if any.
 - 5) Our Bankers are:
 - i)
 - ii)
- The names of partners of our firm are:
- i)
 - ii)



Name of the partner of the firm
Authorised to sign

Or

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

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

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

Process Compliance Statement (Annexure II)

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

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704 Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

Sub: Tender for Proposed Aircondition Works of New Amravati Administrative Office on The First Floor of SBI Amravati Main Branch, Maharashtra



Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hours of the completion of the reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on sujith@eptl.in



GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: -

“Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between SBI (client) and the Contractor/ Vendor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 “SBI” shall mean State Bank of India (Client) having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400 021 and its representative Local Head Offices/Administrative Offices/Regional Business Offices/Branches at various places across India and includes the client’s representatives, successors and assigns.

1.1.2 “Architect/ Consultant” shall mean M/s S Nandedkar & Associates Architects & Interior Designers Nagpur.

1.1.3 ‘The Contractor/ Vendor’ shall mean the individual or firm or company undertaking the works and shall include legal personal representative of individual or composing the firm or company and the permitted assignees of individual or firms of company.

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

1.1.4 Engineer’ shall mean the representative Civil / Aircondition Engineer of the SBI



- 1.1.5 'Drawings' shall mean the drawings prepared and issued by SBI or their Architects and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time.
- 1.1.6 'Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions thereto or deductions there from as may be made under the provide herein after contained.
- 1.1.7 Specifications' shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the SBI
- 1.1.8 "Month" means calendar month.
- 1.1.9 "Week" means seven consecutive days.
- 1.1.10 "Day" means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.
- 1.1.11 SBI's Engineer" shall mean The Civil / Aircondition Engineer in - charge of the Project, as nominated by the AGM (P&E), SBI LHO Maharashtra.

2.0 CLAUSE

1.0 Total Security Deposit: The Total Security deposit comprise of

- a) Earnest Money Deposit
- b) Initial security deposit
- c) Retention Money

a) **Earnest Money Deposit -**

- The tenderer shall furnish EMD of **₹ 30000.00 (Rupees Thirty Thousand Only)** in the form of Demand draft or bankers cheque drawn in favour of SBI payable at Mumbai, on any Scheduled Commercial Bank.
- No tender shall be considered unless the EMD is so deposited in the required form.
- No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest.



- The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBI. or after it is accepted by the SBI. the Contractor/ Vendor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

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

The amount of ISD shall be 2% of accepted value of tender (In the instant case, the cumulative contract awarded value of all the Circles put together shall be considered for the purpose) including the EMD in the form of DD/PO drawn on any scheduled Bank. The shall be deposited within 15 days from the date of acceptance of tender.

c) **Retention Money: -**

An amount @ 5% of the bill amount will be retained by the SBI from the bills and the same will be released by the SBI against Bank guarantee for equal amount issued by any Nationalised/ScheduledBank in the SBI's approved format valid for 1 year. The Bank guarantee shall be released only after completion of warranty period of 1-year provided no complaint is received or the defects has been rectified by replacing the same satisfactorily.

The successful bidder may choose to submit such Bank Guarantee to the SBI soon after commencement of work to avoid deduction of retention money from the Bills.

No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.

2.0 **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.

4.0 **Scope of Work:**

The Contractor/ Vendor shall carryout, complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through SBI. The SBI at the direction of the Bank from time to time issue further drawings and / or written instructions, detailed directions and explanations which are hereafter collectively referred to as instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications should be brought to the notice of SBI immediately. The removal from the site of any material brought thereon by the Contractor/ Vendor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly by registered post or otherwise depositing at the office of the Contractor/ Vendor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the Contractor/ Vendor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI the successful tenderer shall be bound to implement the contract and within ten days there of shall sign an agreement in a non-judicial stamp paper of appropriate value.

6.0 **Ownership of drawings:**



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

7.0 Detailed drawings and instructions:

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

The work shall be executed in conformity therewith and the Contractor/ Vendor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI through the architect/consultant

7.0 Copies of agreement

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

8.0 Liquidated damages:

If the Contractor/ Vendor fails to maintain the required progress in terms of relevant clause under General Conditions of Contract (GCC) or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damage at the rate of 0.50% of the contract value subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

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



10.0 Permits, Laws and Regulations:

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

11.0 Setting out Work:

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

12.0 Protection of works and property:

The Contractor/ Vendor 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/ Vendor 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/ Vendor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the Contractor/ Vendor and the SBI and the original policy may be lodged with the SBI.

13.0 Inspection of work:

The SBI 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/ Vendor shall give every facility to the SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.



14.0 **Assignment and subletting**

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

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

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

ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Contractor/ Vendor 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 SBI. Before submitting the sample / literature the Contractor/ Vendor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specifications. Only when the samples are approved in writing by SBI the Contractor/ Vendor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall by the signed by SBI for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. SBI 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/ Vendor.

iii) **Cost of tests**

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



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

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

17.0 **Contractor/ Vendor's superintendence**

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

18.0 **Quantities**

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent.

19.0 **Works to be measured**

SBI may from time to time intimate to the Contractor/ Vendor that the work is required to be measured and the Contractor/ Vendor shall forthwith attend or send a qualified representative to assist the SBI in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of SBI shall take measurements with the Contractor/ Vendor's representative and the measurements shall be entered in the measurement book. The Contractor/ Vendor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement book should the Contractor/ Vendor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the SBI shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 **Variations**



No alteration, omission or variation ordered in writing by SBI vitiates the contract. In case the SBI thinks proper at any stage during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the SBI shall give notice thereof in writing to the Contractor/ Vendor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such notice but the Contractor/ Vendor 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 SBI and the value of such extras, alterations, additions or omissions shall in all cases be determined by the SBI and the same shall be added to or deducted from the contract value, as the case may be.

21.0 **Valuation of Variations**

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

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



- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor/ Vendor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, Contractor/ Vendor's overheads and profit. Such items shall, not be eligible for escalation.

22.0 **Final measurement**

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

23.0 **Virtual Completion Certificate (VCC)**

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

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



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

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

24.0 Insurance of works

24.1 Without limiting his obligations and responsibilities under the contract the Contractor/ Vendor shall insure in the joint names of the SBI and the Contractor/ Vendor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI. and Contractor/ Vendor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor/ Vendor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the Contractor/ Vendor shall whenever have required produce to the SBI the policy of insurance and the receipts for payment of the current premiums.

25.0 Damage to persons and property

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

- a) The permanent use or occupation of land by or any part thereof.



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

26.0 Contractor/ Vendor to indemnify SBI

The Contractor/ Vendor shall indemnify the SBI. against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25 of this clause.

27.0 Contractor/ Vendor's superintendence

The Contractor/ Vendor shall fully indemnify and keep indemnified the 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/ Vendor shall be immediately notified thereof and the Contractor/ Vendor 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/ Vendor shall not be liable to indemnify the 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 SBI in this behalf.

28.0 Third Party Insurance

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

28.2 Minimum amount of Third Party Insurance



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

The minimum insurance cover for physical property, injury, and death is Rs.10Lakh per occurrence with the number of occurrences limited to four. After each occurrence Contractor/ Vendor will pay additional premium necessary to make insurance valid for four occurrences always.

29.0 Accident or Injury to workman:

i. The 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/ Vendor or any sub-Contractor/ Vendor, save and except an accident or injury resulting from any act or default of the SBI or their agents, or employees. The Contractor/ Vendor shall indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii. Insurance against accidents etc. to workmen

The Contractor/ Vendor shall insure against such liability with an insurer approved by the 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/ Vendor the Contractor/ Vendor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor/ Vendor shall have insured against the liability in respect of such persons in such manner that SBI is indemnified under the policy but the Contractor/ Vendor shall require such sub-Vendor to produce to the SBI when such policy of insurance and the receipt for the payment of the current premium.

iii. Remedy on Contractor/ Vendor's failure to insure

If the Contractor/ Vendor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount



so paid by the SBI as aforesaid from any amount due or which may become due to the Contractor/ Vendor or recover the same as debt from the Contractor/ Vendor.

- iv. Without prejudice to the others rights of the SBI against Contractor/ Vendors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Contractor/ Vendor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the Contractor/ Vendors under this clause. The Contractor/ Vendor 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/ Vendor and the Contractor/ Vendor 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.

30.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of award of work by SBI or the date of execution of agreement with SBI.

31.0 Time for completion

Time is essence of the contract and shall be strictly observed by the Contractor/ Vendor. The entire work shall be completed within a period of **60 calendar days** from the date of commencement.

32.0 Extension of time

If, the work be delayed for reasons beyond the control of the Contractor/ Vendor, the Contractor/ Vendor may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the Contractor/ Vendor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the Contractor/ Vendor shall apply to the SBI. in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any, for the delays in the prescribed format for granting extension of time. While granting extension of time the Contractor/ Vendor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 8.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.



33.0 **Rate of progress**

Whole of the materials, plant and labour to be provided by the Contractor/ Vendor 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 SBI. Should the rate of progress of the work or any part thereof be at any time be in the opinion the SBI too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion, the SBI 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 SBI neither shall relieve the Contractor/ Vendor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

34.0 **Work during nights and holidays**

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

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

35.0 **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. SBI shall give notice in writing to that effect to the Contractor/ Vendor and the Contractor/ Vendor shall act accordingly in the matter. The Contractor/ Vendor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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



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

36.0 **Suspension of work**

- i) The Contractor/ Vendor shall, on receipt of the order in writing of SBI (whose decision shall be final and binding on the Contractor/ Vendor) suspend the progress of works or any part thereof for such time and in such manner as SBI 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/ Vendor, or
 - b) For proper execution of the works or part thereof for reasons other than the default the Vendor/ Contractor, or
 - c) For safety of the works or part thereof.

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

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

The Contractor/ Vendor 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.

37.0 **Action when the whole security deposit is forfeited**

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

- a) To rescind the contract (of which rescission notice in writing to the Contractor/ Vendor by SBI shall be conclusive evidence) and in which case the security, deposit of the Contractor/ Vendor shall be forfeited and be absolutely at the disposal of SBI



- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the Contractor/ Vendor with the cost of the labour and materials cost of such labour and materials (as worked out by the SBI shall final and conclusive against the Contractor/ Vendor) 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/ Vendor under the terms of this contract certificate of SBI as to the value of work done shall be final conclusive against the Contractor/ Vendor.
- c) To measure up the work of the Contractor/ Vendor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Contractor/ Vendor 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/ Vendor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the SBI shall final and conclusive) shall be borne by original Contractor/ Vendor and may be deducted if any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the Contractor/ Vendor 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/ Vendor 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 SBI 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.

38.0 **Owner's right to terminate the contract**

If the Contractor/ Vendor 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 SBI that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the SBI

Or if the Contractor/ Vendor (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/ Vendor.



Or shall assign or sublet this contract without the consent in writing of the SBI or shall charge or encumber this contract or any payment due to which may become due to the Contractor/ Vendor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI written notice to proceed, or
- c) *has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI that the said materials were condemned and rejected by the SBI 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/ Vendor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI to the contrary subject any part of the contract.*

Then and in any of said cases the SBI may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor/ Vendor, determine the contract, but without thereby affecting the powers of the SBI or the obligation and liabilities of the Contractor/ Vendor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Contractor/ Vendor. And, further the SBI or their 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 Contractor/ Vendors or persons to the work and the Contractor/ Vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor/ Vendor or other persons employed for complement and finishing or using the materials and plant for the works.

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



39.0 Certificate of payment

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

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

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

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

The 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 only after taking actual measurements and properly recorded in the Measurement books

The Contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 20.0 Lakh.**

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

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

After successful completion of work, the Contractor/ Vendor shall prepare separate bills for each branch/office/ATM/site and submit the branch-wise Tax Invoices/Bills along with specified **5 to 10 years Warrantee on Company Warrantee Cards / on Rs.500/- Non-Judicial Stamp paper** for Supply of Furniture/Waterproofing Works or other similar works along with a certificate/acknowledgement certifying completion of work by SBI or their authorized representative.

No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.

The SBI shall recover the statutory recoveries viz. TDS, retention and other dues, if any, as per contractual provisions.



The SBI shall have power to withhold the payment if the work or part thereof is not carried out to their satisfaction.

40.0 A. Settlement of Disputes and Arbitration

i. Any and all disputes, controversies and conflicts ("Disputes") arising out of or in connection with this tender and/or, ensuing Contract or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

ii. The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

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

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

B. GOVERNING LAW & JURISDICTION

The tender and/or, ensuing Contract shall be governed and construed in accordance with the Laws of Republic of India.

Subject to Clause 40.0, A, the Parties agree to submit to the exclusive jurisdiction of the appropriate courts at (**Mumbai**) in connection with any dispute between the Parties under the tender and/or, ensuing Contract.



41.0 **Water Supply**

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

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

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

42.0 **Power Supply**

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

43.0 **Treasure Trove etc.**

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



44.0 **Method of measurement**

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

45.0 **Maintenance of registers**

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

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

46.0 **Force Majeure**

46.1 Neither Contractor/ Vendor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract.

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

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



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

47.0 **Local laws, Acts Regulations:**

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

48.0 **Accidents**

The Contractor/ Vendor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect / consultant. The Contractor/ Vendor 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.

49.0 The contractor's shall be bound to comply the following provision in terms of “**Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020**” as under;

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for Promotion of Industry and Internal Trade).
- II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. 'Bidder from a country which shares a land border with India (such a country)' for this purpose means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or



- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercises control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of Individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard as per “**Annexure Q**”. Failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection.”



ANNEXURE “Q”

Declaration-Cum- Certificate on the Letter Head of Bidder Regarding Restrictions on Procurement From Bidders From A Country Or Countries, On Grounds Of Defence In India, Or Matters Directly Related Thereto, Including National Security.

Restrictions under Rule 144 (XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No 6/18/2019/PPD dated 23rd July 2020

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We, the bidder (Specify full name -----) certify that we are NOT from such a country OR, if from such a country, has been registered with Competent Authority.

I/We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority (Score out if not applicable)
2.
3.
4.

Date:

Place:



SPECIAL CONDITION OF CONTRACT

1. The Technical Bid should contain the following: -
 - a. Technical Bid duly signed and sealed on each page.
 - b. Banker's Cheque/Demand Draft of Earnest Money deposit.

The technical bid not accompanied by abovementioned any one or more documents shall be treated as non-responsive bid and the same shall be summarily disqualified. Moreover, such bidders shall not be allowed to participate in the submission of Indicative Price bidding followed by the E-reverse auction. No correspondence shall be entertained in this regard.

2. Taxes, duties, levies etc.:

The rates quoted shall be inclusive of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works but excluding GST which shall be payable over and above the approved rates as per actual. Variation of taxes, duties, fees, levies etc.(excluding GST) if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account in any case will be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory law during the currency of contract the same shall be borne by the Contractor/ Vendor. **GST will however be paid by the SBI as applicable.**

3. The Contractor/ Vendor shall study the schedule of items, technical specifications, drawings, design, etc. for its sufficiency considering all the regulations of local authorities and supply company and code of standard as applicable at the time of submitting the tender and shall bring to the notice of bank, addition or deletion, if any, in writing before due date of submission of tender.

4. Acceptance of tender

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

5. Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will be held responsible for the accuracy and maintenance of. All the dimensions and the levels. Figured dimensions are in all cases to be accepted and



dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

6. Notice of operation

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

7. Construction records

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

8. Safety of adjacent structures and trees

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

9. Temporary works

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

10. Water power and other facilities

a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers If necessary the contractor has to sink a tube well / open well and bring water by



means of tankers at his own cost for the purpose The STATE BANK OF INDIA will not be liable to pay any charges in connection with the above

b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges

c) The contractors for other trades directly appointed by the STATE BANK OF INDIA shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts

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

11. Facilities for contractor's employees

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

12. 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.

13. Firefighting arrangements

i) The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water this equipment shall be provided at suitable prominent and easily accessible place and shall be properly maintained.



ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor makes the following arrangements at his own cost but not limited the following:

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations which can create fire hazards.
- c) Access for fire-fighting equipment.
- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
- f) General house keeping

14. Site order book

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

15. 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.

16. Site meetings

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



17. Disposal of refuse

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

18. Contractor to verify site measurement

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

19. 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.

20. As built drawings

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

ii. For the drawings prepared by the contractor



The contractor will modify the drawing prepared by him wherever the changes made by the STATE BANK OF INDIA / 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.

21. Approved make

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

22. Procurement of materials

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

23. Excise duty, taxes, levies etc.;

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

24. Photographs:

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.



- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ STATE BANK OF INDIA may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.



ARTICLES OF AGREEMENT

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

ARTICLES OF AGREEMENT made the _____ date of _____ between STATE BANK OF INDIA, having its office at Mumbai hereinafter called "the Client" of the One Part and

WHEREAS the STATE BANK OF INDIA is desirous of

_____ and has caused specifications describing the work to be done to be prepared by STATE BANK OF INDIA.

AND WHEREAS the said Drawings numbered _____ to _____ inclusive, the Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth herein in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said conditions") the works shown upon the said Drawings and / or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at our such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount.)

NOW IT IS HEREBY AGREED AS FOLLOWS:



- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3) The term “The Architects” in the said Conditions shall mean **M/s S Nandedkar & Associates**, or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.
- 4) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 5) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 6) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.
- 7) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, Airconditioninstallations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.



- 8) The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 9) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **60 days** subject to nevertheless the provisions for extension of time.
- 10) All payments by the SBI under this Contract will be made only at Mumbai.
- 11) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
- 12) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

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

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the
(Employer)

hand of Shri _____

(Name and Designation)

(Signature of Employer)



In the presence of :

1) Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)



SAFETY CODE

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



- 12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.
- 13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

APPENDIX HEREINBEFORE REFERRED TO

- 1) Name of the organization Offering Contract: The Asst. General Manager (P&E)
SBI LHO Maharashtra, 3rd Floor
Synergy Building, Bandra Kurla Complex, Mumbai-51.
- 2) Consultants : M/s. S Nandedkar & Associates
Architects & Interior
Nagpur-440115
TEL. NO. 712-22252945
- 3) Site Address : Amravati, Maharashtra
- 4) Scope of Work : Aircondition Works
- 5) Name of the Contractor : -----

- 6) Address of the Contractor : -----

- 7) Period of Completion : 60 days from the date of
Commencement



- 8) Earnest Money Deposit : **Rs. 30000/- (Rupees Thirty thousand only)**
by means of DemandDraft / PayOrder (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Commercial Bank drawn in favour of SBI and payable in Mumbai.
- 9) Retention Money : As per clause no. 11(a) of general Conditions
- 10) Defects Liability Period : Twelve Months from the date of Virtual Completion.
- 11) Insurance to be undertaken by the Contractor at his cost : 125% of Contract Value (Contractor's all risk policy)
- 12) Liquidated damages : 0.5% of the Contract amount shown in the tender per week subject to max. 5% of the contract value or actual final bill value.
- 13) Value of Interim Bill (Min.) : Rs. 08.00 Lakhs.
- 14) Date of Commencement : 7 days from the date of acceptance letter is issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the site whichever is earlier.
- 15) Period of Final Measurement : 3 (Three) Months from the date of Virtual Completion.
- 16) Initial Security Deposit Tender. (Clause No. 22) : 2% of the Accepted Value of the
- 17) Total Security Deposit : As per clause No. 2 of GCC
- 18) Refund of initial Security Deposit



- Comprising of EMD and ISD. : 50% of the Security Deposit shall be refunded to the Contractor on completion of the work and balance refunded only after the Defect Liability Period is over.
- 19) Period for Honoring Certificate :
1. One Month for R.A. Bills
2. The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderer.
Date:



SAMPLE BUISNESS RULE DOCUMENT

BUSINESS RULE DOCUMENT OF ONLINE E-REVERSE AUCTION FOR PROPOSED CONSTRUCTION WORKS OF AO AMRAVATI, MAHARASHTRA

BUYER NAME	STATE BANK OF INDIA
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: +91 79 61200 Auction Website: https://etender.sbi
DATE & TIME OF AUCTION (Date and Time of E-reverse auction to be intimated after opening of technical bid)	Online Auction Date : Auction Time : One hour (With 6 extensions of 5 min each)
DOCUMENTS ATTACHED	(A) Business rules for Reverse Auction (B) Terms & conditions of Reverse Auction (C) Annexure - I (D) Process Compliance Statement (Annexure II) (E) Price Confirmation Letter (Annexure III) (F) Price break up (Annexure IV) (G) Contact Information
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor SBI will be responsible for any lapses /failure on the part of the Contractor/ Vendor, in such cases</u>



Important Note:As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for an e-Procurement application is generated on a new algorithm, SHA2. Also, the Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of “Download”.

(A) Business rules for Reverse Auction:

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to “REVERSE AUCTION PROCEDURE” i.e. ON-LINE BIDDING on INTERNET.

2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
3. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. SBI will inform the Contractor/ Vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
6. Contractor/ Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the Contractor/ Vendor will not be eligible to participate in the event.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of auction without fail.
10. In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.



11. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your CommercialBid.

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the Contractor/ Vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractor/ Vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of Contractor/ Vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online Auction.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.
7. Procedure of Reverse Auction:



i. **Online English Reverse (no ties) Auction {Reverse Auction}**:

- **OPENING PRICE & BID DECREMENT AMOUNT:** SBI will declare its Opening Price (OP), which shall be visible to the all Contractor/ Vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by **multiples of the decrement value**.
 - The bid decrement amount shall be specified by SBI.
 - **DURATION OF AUCTION: English Reverse (no ties) shall be for a period of half an hour.** If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. **There are 6 extensions of 5 Min. each.** However, Contractor/ Vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
8. Successful Contractor/ Vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
9. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
10. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate.



11. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
12. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - a. Leading Bid in the Auction
 - b. Bid Placed by you
 - c. Auction Opening Price & bid decrement amount
 - d. Your rank in the auction
13. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate.
14. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
15. At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
16. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
17. SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
19. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.
20. **AUCTION TYPE: 1) English Reverse No Ties Auction**
21. AUCTION WINNER: At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.



22. OTHER TERMS & CONDITIONS:

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

N.B.

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



C) ANNEXURE- I

The List of Items to be procured along with the Quantities and the Auction Start Time & lose Time is as follows:

ITEM DESCRIPTION: XYZ

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
<u>XYZ</u>	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above

PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER:

The following example will clarify the process to be followed by the SBI Pvt. Ltd. in the proposed reverse auction to decide the winner i.e. L-1:

Illustrative Example:

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

S.No.	Item description	Quantity	Unit	Rate Per Unit (in Rupees) ***	Amount (In Rupees) ***
(1)	(2)	(3)	(4)	(5)	(6)
1	ABC	6	Sq. mt.	100.00	600.00
2	EFG	1	Sq. mt.	50.00	50.00
3	HIJK	2	Sq. mt.	75.00	150.00
4	MNOP	3	Sq. mt.	100.00	300.00
Total Tender amount (sum of Items 1 to 4) denoted by (A)					1100.00



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

- The SBI shall decide, within its sole discretion, the “Start Bid Price” based on the lowest online “Indicative Bid Price” received against “(A)” in the table above which may be equal to or less than the factor “A” and the “Decremental value” by which bidders shall be permitted to reduce and revise their bid, if they desire to do so.
- At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against “A” (i.e. Algebraic sum under Column no. 6 in the above table) as Rs, 950.00 (denoted by “B” hereinafter), the K-Factor shall be determined as under:

$$K=(B\div A) \text{ i.e. } (950\div 1100) = 0.864$$

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

S.No.	Item description	Quantity	Unit	Rate Per Unit quoted in Indicative Price Bid (in Rupees)***	Factor in "K"	Final Per Unit Rate (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	ABC	6	Sq. mt.	600.00	0.864	518.18
2	EFG	1	Sq. mt.	50.00	0.864	43.18
3	HIJK	2	Sq. mt.	150.00	0.864	129.55
4	MNOP	3	Sq. mt.	300.00	0.864	259.09
Total amount worked out after e-reverse auction						950.00



(D) Process Compliance Statement (Annexure II)

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

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704 Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

Sub: Agreement To The Process Related Terms And Conditions For Online Reverse Auction for Tender for Proposed Civil Works of New Amravati Administrative Office on The First Floor of SBI Amravati Main Branch, Maharashtra

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5) **We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.**
- 6) We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure III & Annexure IV within 24 hours of the completion of the reverse auction and the format as requested by SBI/ETL.
- 7) We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,
Date:



Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on sujith@eptl.in

(E) Price Confirmation Letter (Annexure III)

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

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

Sub: Final Price Quoted During Reverse Auction for Proposed Civil Works of New Amravati Administrative Office on The First Floor of SBI Amravati Main Branch, Maharashtra

Reverse Auction Date:

Dear Sir,

We confirm that we have quoted.



Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

Scan it and send to this Document on sujith@eptl.in



(F) Price break up (Annexure IV)

Price Break up as per tender document

(H) Contact Information

E-Procurement Technologies Ltd.	State Bank of India
<p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.: +91 79 61200 579 580 567 569 566</p> <p>Mr. Nisarg Thakkar E-mail : nisarg.thakkar@auctiontiger.net Contact No : 99044 06300</p>	<p>The AGM (P&E), LHO Maharashtra, State Bank of India, 3rdFloor, Synergy Building, Bandra Kurla Complex, Mumbai - 51.</p> <p>Contact No : 022-26445630 E-mail : agmpe.lhomah@sbi.co.in</p>



TABLE-VII
TABLE-X

TABLE-XII

PROFORMA FOR HINDRANCE TO WORK

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

S.No.	Nature of Hindrance	Date of Occurrence of Hindrance	Date of which Hindrance was removed	Period of which Hindrance existed	Signature of Site Engineer	Signature of Bank / Architects Representative
1	2	3	4	5	6	7

PROFORMA FOR RUNNING A/C BILL

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

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

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

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

Net Value since previous bill

CERTIFICATE

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



Signature and
date of Contractor

Signature and
date of Architects
Representative (Seal)

Signature and
date of Site Engineer

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

Architect

Signature and
date of Site Engineer

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

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

Total value of materials at Site.

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

CERTIFIED:

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

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

Date signature of
Banks Architects-----
(Name of the Architects)

Dated Signature of
the Contractor

MEMORANDUM FOR PAYMENT

R/A BILL NO.

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

OBJECTIONS:

i)	Secured Advance paid in the previous R/A	Rs. -----
ii)	Retention money on value of works as per accepted tenders upto date amount Rs.	Rs. -----
	Less already recovered	Rs. -----
	Balance to be recovered	Rs. -----
iii)	Mobilization Advance, if any	
(a)	Outstanding amount (principal + interest) as on date	Rs. -----
(b)	To be recovered in this bill	Rs. -----
iii.	Any other Departmental materials cost to be recovered as per contract, if any	Rs. -----
iv.	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs. -----



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

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

P.V.A. Rs. -----

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

(Rupees ----- in
 words)

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

Date: -----

 Signature of Architect
 with Seal

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

Date : -----

 Signature of Owners
 Engineer

STATUTORY DEDUCTION:

i) Total Amount due (E) Rs. -----

ii) Less I.T. Payable Rs. -----

iii) Less S.T. Payable Rs. -----

Net Payable Rs. -----

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

Date: -----

 Signature of the AGM (P&E).



TECHNICAL SPECIFICATION FOR THE AIR CONDITIONING CONTRACT WORK

SR. NO	Description of work
01	<p>Supply of split A/C 1.0 tr. (3 star) :- Wall mounted air conditioner shall have 1.0Tr i.e nominal 12.000 BTU/capacity per hour at the ambient of 40 degree centigrade capacity. Unit shall have maximum 90/46 dB noise level at the distance of 1 MT for outdoor/indoor units. The unit shall be suitable for 230 volts power supply. With temperature indicator and remote for operation. (5- Start AC high wall type split A/C).</p> <p>The air filter shall be easy to maintain and preferable showing the status of choking. Every unit shall be supported by warrantee of one year however sealed unit warrantee must be given for 5 years from the manufacturer. CONDENSER MUSTBE OF COPPER METAL.</p>
02	<p>SUPPLY OF SPLIT a/c 1.5 Tr. (3 star):- Wall mounted air conditioner shall have 1.5 Tr i.e. nominal 18,000 BTU/capacity per hour at the ambient of 40 degree centigrade capacity. Unit shall have maximum 90/46 dB noise level at the distant of 1 MT for indoor/outdoor units. The units shall be suitable for 230 volts of power supply. With temperature indicator and remote for the operations. (5- star A/C high wall type splitA/C)</p> <p>The air filter shall be easy to maintain and preferably showing the status of choking. Every unit shall be supported by warrantee of one year however sealed unit warrantee must be given for 5 years from the manufacturer. CONDENSER MUST BE OF COPPER METAL.</p>
03	<p>Installation of split 1& 1.5 Tr :- Total work comprising of unpacking till commissioning of each units indoor as well as outdoor. Connecting the pipes & electrical cables/wires. With necessary support & fabricating for hanging the unit from ceiling. Installation shall be done with the controlpanel. The installation of A/C. charging towards installation testing and commissioning of split and cassette A/C. this includes nitrogen flushing, pressure testing, attending leakages, loading, unloading, gas charging and panel fittings.</p>
04	<p>Cassette type indoor units.</p> <p>These units shall be installed between the bottom of finished slab & top of false ceiling. The maximum allowable height for the cassette type units shall not exceed 350 mm. The unit shall be pre charged with first charge of R 32 / R 134A / R 407 / R 410 refrigerant. Additional charge shall be added as per refrigerant piping at site. The unit must have in built drain pump, suitable for vertical lift of 750 mm.</p> <p>The unit casing shall be Galvanized Steel Plate / or as per manufacturer's specifications. Unit must be insulated with sound absorbing thermal insulation material, Polyurethane foam. The noise level of unit at the highest operating level shall not exceed 42 dB(A), at a vertical distance of 1.5 m from the grille of the unit. Unit shall have provision of connecting fresh air without any special chamber & without increasing the total height of the unit (288 mm maximum). The unit shall be supplied with suitable decorative panel.</p> <p>The unit shall be supplied with Resin Net filter with Mild Resistance. The filter shall be easy to remove, clean & re install. The unit will be connected in series to a suitable outdoor unit & it must be possible to operate the unit independently, through corded/ cordless remote specified in the "Bill of quantities". The unit will be further connected to Intelligent Building Management System (To be supplied by other vendors) & it shall be possible to operate the unit through this IBMS system. The unit shall be supplied with</p>

	<p>following from the factory with following:</p> <p>Operation Manual Installation Manual Paper pattern for installation Drain hose/ Clamp metal/ Washer fixing plate/ Sealing pads/ Clamps/ Screws/ Washer for hanging bracket/ Insulation for fitting</p>
05	<p>Extra copper pipe :</p> <p>a) The contractor shall have to provide extra length of copper pipe with proper lagging to make the perfect job of insulation. All the copper pipe shall be without joints and proper flare-up shall be done with tools and tackles for excellent workmanship. No dent shall be allowed while bending the pipe of laying it on connecting it to machine/evaporate/condenser. High grade of foam insulation shall be provided. Entire piping shall be done over the false ceiling and do not compromise any aesthetic look.</p> <p>b) Then contractor shall have to provide copper pipe with proper lagging to make the perfect job of insulation. All the copper pipe shall be without joints and proper flare-up shall be done with tools and tackles for excellent workmanship. No dent shall be allowed while bending the pipe of laying it or connecting it to machine/evaporator /condense. High grade of foam insulation shall be provided. Entire piping shall be done over the false ceiling and do not compromise any aesthetic look. Size of copper shall sleeve insulated with saddling and clamping.</p>
06	<p>Wiring :- SPLIT UNIT TO OUTDOOR UNIT The A/C contractor has to get the wiring from the MCB/MCCB unit provided by the electrical contractor in house. All the wiring shall be of approved make only. The wiring shall pass through ISI approved conduits as mentioned in approved list of materials. Any drilling of the wall for getting copper pipe or wiring shall be sealed and finished by the A.C contractor. Size of the wires shall be suitable for each & every A.C unit.</p>
07	<p>Drain water piping :- Condensed water in the interior of the banking hall shall be drained outside/toilet block through gravity-slop. The entire piping shall be 25/32 M.M. ISI approved pipes to carry condensed water. All the piping shall be maintainable and testing shall be done before connecting.</p>
08	<p>Supply and installation of fabricated steel supports for outdoor units for (1T.1.5 Tr)</p>
09	<p>Civil work : The A/C contractor has to complete the zari work in the wall and coordinate with the civil contractor while doing flooring to run the drainage pipe etc. finishing has to be done by the A/C contractor with required labour & materials.</p>



VARIABLE REFRIGERANT FLOW SYSTEM

9.1. Scope:

The scope of this section comprises the supply, erection, testing and commissioning of Variable Refrigerant Volume System conforming to these specifications and in accordance with the requirements of Drawings and Schedule of quantities.

9.2. Type:

Unit shall be air cooled, variable refrigerant volume air conditioner consisting of one outdoor unit and multiple indoor units. Each indoor unit having capability to cool independently for the requirement of the rooms. All indoor units shall be provided with isolation valves so that a particular unit can be isolated and removed for servicing, while system keeps functioning in normal way.

It shall be possible to connect multiple indoor units on one refrigerant circuit as shown in the drawings or as indicated in schedule of quantities. The indoor units on any circuit can be of different type and also controlled individually. Following type of indoor units shall be connected to the system:

- Ceiling mounted cassette type.
- Wall Mounted Split type
- Compressor installed in outdoor unit shall be equipped with capacity control mechanism and capable of changing the rotating speed / mass flow rate of refrigerant by scroll engaging / disengaging mechanism to follow variations in cooling. Outdoor unit shall be suitable for mix-match connection of all type of indoor units.

The refrigerant piping between indoor units and outdoor units shall be extended up to 100m with maximum 50 m level difference without any oil traps. Oil recovery system shall be managed without disturbance to normal operation cycle of the system/compressor.

Both indoor unit and outdoor unit shall be factory assembled, tested and filled with first charge of refrigerant before delivery at site.

9.3. Outdoor Unit:

The outdoor unit shall be factory assembled, weather proof casing constructed from heavy gauge mild steel panels with powder coated finish.

All outdoor units above 10 HP rating shall have minimum two number scroll compressors. In case of outdoor units with multiple compressors, the operation shall not be disrupted with failure of any compressor.

The noise level shall not be more than 60 dB (A) at normal operation measured horizontally 1m away and 1.5 m above ground level.

The outdoor unit shall be modular in design with possible future expansions. The unit shall be provided with microprocessor control panel.

9.4. Compressor:

The compressor shall be high efficiency scroll type and capable for capacity controlling. It shall change the speed / refrigerant mass flow rate in accordance to



the variation in cooling load requirement. Refrigerant mass flow rate can be changed by speed modulation of compressor / mechanical control system. System shall incorporate liquid sub-cooling mechanism with liquid injection at intermediate pressure. The inverter used, shall be IGBT (insulated gate bipolar transistor) type for efficient and quiet operation. All outdoor units shall have multiple steps of capacity control to meet load fluctuation and indoor unit individual control. All parts of compressor shall be sufficiently lubricated. Forced lubrication may also be employed.

Oil heater shall be provided in the compressor casing.

9.5. Heat Exchanger:

The Heat Exchanger shall be constructed with copper tubes mechanically bonded to aluminum fins to form a cross fan coil and larger surface area. The fins shall have anticorrosion treatment for Heat Exchanger Coil. The treatment shall be suitable for areas of high pollution, moisture and salt laden air. The casings, fans, motors etc. shall also be with anticorrosion treatment as a standard features.

The unit shall be provided with necessary number of direct driven low noise level propeller type fans arranged for vertical / horizontal discharge. Each fan shall have a safety guard.

9.6. Refrigerant Circuit:

The Refrigerant Circuit shall include a liquid receiver / accumulator, liquid & gas shut off valves and a solenoid valve. All necessary safety devices shall be provided to ensure the safety operation of the system.

9.7. Safety Devices:

All necessary safety devices shall be provided to ensure safe operation of the system. Following safety devices shall be part of the outdoor unit: high pressure switch, low pressure switch, fuse, crankcase heater, fusible plug, over current protection for inverter, and short recycling guard timer.

9.8. Piping:

All connections of Refrigerant piping shall be in high grade Copper of Refrigeration quality with Eddy Current Testing and material test Certificates.

All connections, tees, reducers etc. shall be standard make fittings.

Insulation of cold lines shall be carried out with Armaflex / K-Flex insulation sheets and tubes of appropriate thickness so that condensation does not occur. For individual Piping 50 / 100 mm wide Aluminum Tape shall be used at joints of Piping with Bands for identification.

For outdoor piping, the finish shall be woven GRP Mat finished with colored Epoxy paints to withstand outside ambient conditions and UVRadiation.

9.9. Oil Recovery System:

Unit shall be equipped with an oil recovery system to ensure stable operation with long refrigerant piping.

System shall be designed for proper oil return to compressor along with the distribution of oil to individual compressor.

The refrigerant piping shall be extended upped 100 M with 50-M level difference without oil traps.

9.10. Indoor Units:

Units shall be factory assembled, wired, piped and tested.



Units shall have DX coils with copper tubes and bonded aluminum fins for highly efficient heat transfer.

Units shall have Centrifugal fans for adequate amount of Air circulation and low Noise. Units shall have inlet filters, which are easily cleanable and replaceable.

All components of Units are easily accessible for connection, repairs and maintenance. Units shall have very low noise.

All units with Factory manufactured Units, Grills shall have auto swing feature for proper Air distribution.

All units shall be controlled by electronic Expansion Valves only.

All units mounted inside the ceiling shall have fans capable of sustaining duct connections, and special filters if necessary.

Visible indoor units shall have wireless remotes. Price of the same shall be included in cost of unit by default.

Concealed indoor units shall have sensor mounted on supply air grilles / diffusers which can be controlled with wireless remotes unless specified.

Anticorrosion treatment for avoiding corrosion of coils.

All units shall have adequate insulation or Lining to avoid condensation.

Cooling coil and refrigeration parameters shall be designed in such a way that supply air temperature shall not be less than 14°C or 1°C above room dew point temp, whichever is more. Contractor shall guarantee inside conditions with selected supply air temperature.

9.11. Ceiling Mounted Cassette Type Unit (Multi-FlowType):

The unit shall be ceiling mounted type. The unit shall include pre-filter, fan section and DX-coil section. The housing of the unit shall be powder coated galvanized steel. The body shall be light in weight and shall be possible to suspend from fourcorners.

Unit shall have a external attractive panel for supply and return air. Unit shall have four way supply air grilles on sides and return air grille incentre.

Each unit shall have high lift drain pump, fresh air intake provision (if specified), low gas level detection system and very low operating sound.

9.12 Ceiling Mounted Ductable TypeUnit:

Unit shall be suitable for ceiling mounted type. The unit shall include pre filter, fan section & DX-coil section. The housing of unit shall be light weight powder coated galvanized steel. The unit shall have high static fan for ductablearrangement.

9.13 High Wall MountedUnits:

The units shall be high wall mounted type. The unit shall include pre-filter, fan section & DX-coil section. The housing of unit shall be light weight powder coated galvanized steel. Unit shall have an attractive external casing for supply and return air.

9.14. Ceiling Mounted Concealed typeunits:

Unit shall be suitable for ceiling mounted type. The unit shall include pre filter, fan section & DX-coil section. The housing of unit shall be light weight powder coated galvanized steel. It shall be slim and quite inoperation.

9.15. Central Remote Controller (Option if Specified inBOQ):

A multi-functional microprocessor based centralized controller (central remote controller) shall be supplied as an optional accessory.



The controller shall be able to control up to min. 64 zones of 64 group (each group consisting of max. 16 units) or 128 nos. of indoor units with the following functions.

- Temperature setting for each zone, or group, or indoor unit.
- On/Off as a zone or individual unit.
- Indication of operating condition.
- Select ON of all operation modes for each zone.
- The controller shall have wide screen liquid crystal display and shall be wired by a non-polar 2 wire transmission cable to a distance of 1000m away from the indoor unit.
- The controller shall be integrated to BAS system thru software for monitoring & controlling of all above parameters including start/ stop of each indoor / outdoor unit. All necessary interface cards / units should be supplied as a part of the system to integrate to the BAS Software.

9.16. Unified On/Off Controller (Option if Specified in BOQ):

Unified ON / OFF controller shall be supplied as an optional accessory.

The controller shall be able to control minimum 2 groups (each group containing maximum 16 indoor units) or 128 nos. of indoor units with the following functions.

- On / Off as a zone or individual unit.
- Indication of operation condition of each group.
- Select one of 4 operation modes.

The controller shall be wired by a non-polar 2 wire transmission cable to distance of 1 km away from indoor unit.

The controller shall be integrated to BAS system thru software for monitoring & controlling of all above parameters including start/ stop of each indoor / outdoor unit. All necessary interface cards / units should be supplied as a part of the system to integrate to the BAS Software.

9.17. Condensate:

25mm dia UPVC pipes, 40mm dia UPVC headers & fittings shall be used for condensate, from Evaporator Unit to drain point. The joints shall be properly sealed so that there is no water leakage. U-trap shall be provided. Additional insulation drain tray shall be provided below the Evaporator Unit, if required.

9.18. Electrical installation:

For Variable Refrigerant flow systems, power will be provided near outdoor unit location. HVAC Contractor to provide suitable distribution panel along with 3- phase power to outdoor units and single phase power to all indoor units fed by these outdoor units. Power / control cabling along with supports shall be included.

AIR DISTRIBUTION

10.1 SCOPE (AS PER "SMACNA" STANDARDS)

The scope of this section comprises supply fabrication, installation and testing of all sheet metal / aluminum ducts, supply, installation, testing and balancing of all grilles, registers and diffusers. All to be in accordance with these specifications and the general arrangement shown on the Drawings.

10.2 DUCT MATERIAL

10.2.1 RAW MATERIALS

Galvanizing shall be Class VII – light coating of zinc, nominal 180gm/sq.m



surface area and Lock Forming Quality prime material along with mill test certificates. In addition, if deemed necessary, samples of raw material, selected at random by owner's site representative shall be subject to approval and tested for thickness and zinc coating at contractor's expense.

10.2.2. GAUGES, BRACING BY SIZE OF DUCTS

All ducts shall be factory fabricated from galvanized steel / aluminum of the following thickness, as indicated as below:

10.2.2.1 For Ducts with external SP up to 250 Pa (ESP up to 25mmWg)

Rectangular Ducts G. S.	Pressure 250 Pa		
	Duct Section Length 1.2 m (4 ft)		
Maximum Duct Size	Gauge	Joint Type	Bracing Spacing
1-500 mm	26	C&S Connector	Nil
501-750 mm	26	C&S Connector	Nil
751-900 mm	24	TDF Flange	Nil
901-1200 mm	24	TDF Flange	Nil
1201-1500 mm	22	TDF Flange	Nil
1501-1800 mm	20	TDF Flange	JTR or ZEE BAR
1801-2100 mm	20	TDF Flange	JTR or ZEE BAR
2101 - above	18	TDF Flange	JTR or ZEE BAR

*Distance of reinforcement/bracing from each joint. Bracing material to be same as of material used for joining of duct sections.

10.3 DUCT CONSTRUCTION

10.3.1 All ducts shall be fabricated and installed in workmanlike manner, conforming to relevant SMACNA codes.

- a) Ducts so identified on the Drawings shall be acoustically lined and insulated from outside as described in the section "Insulation" and as indicated in schedule of Quantities. Duct dimensions shown on drawings, are overall sheet metal dimension inclusive of the acoustic lining where required and indicated in Schedule of quantities. The fabricated duct dimensions should be as per approved drawings and care should be taken to ensure that all connecting sections are dimensionally matched to avoid any gaps.

10.4 DAMPERS



- a) Dampers: All duct dampers shall be opposed blade louver dampers of robust 16 GSS construction and tight fitting. The design, method of handling and control shall be suitable for the location and service required.

10.5 SUPPLY AND RETURN AIR DIFFUSERS /GRILLS

Supply and return air diffusers shall be as shown on the Drawings and indicated in Schedule of Quantities. Aluminium diffusers shall be powder coated & made from extruded aluminium section as specified in schedule of quantities.

- a) Rectangular Diffusers shall be extruded aluminium construction, square & rectangular diffusers with flush fixed pattern for different spaces as per schedule of quantities these shall be selected in consultation with the consultant / client. These shall be procured only after obtaining written approval from **CLIENT** for each type of diffuser.
- b) Supply air diffusers shall be equipped with fixed air distribution grids, removable key-operated volume control dampers, and anti-smudge rings as required in specific applications, and as per requirements of schedule of quantities.

DOCUMENTATION & MEASUREMENTS FOR DUCTING

All ducts fabricated and installed should be accompanied and supported by proper Documentation viz:

- a) Bill of material/Packing list for every duct section supplied.

Measurement sheet covering each fabricated duct piece showing dimensions and external surface area along with summary of external surface area of duct gauge-wise.

Each and every duct piece to have a tag number, which should correspond to the serial number, assigned to it in the measurement sheet. The above system will ensure speedy and proper site measurement and verification.

Unless otherwise specified, measurements for ducting for the project shall be on the basis of centerline measurements described herewith

Ductwork shall be measured on the basis of external surface area of ducts. Duct measurements shall be taken before application of the insulation. The external surface area shall be calculated by measuring the perimeter comprising overall width and depth, including the corner joints, in the center of each duct section, multiplying with the overall length from flange face to flange face of each duct section and adding up areas of all duct sections. Plenums shall also be measured in a similar manner.

For tapered rectangular ducts, the average width and depth shall be considered for perimeter, whereas for tapered circular ducts, the diameter of the section midway between large and small diameter shall be adopted, the length of tapered duct section shall be the centerline distance between the flanges of the duct section.

For special pieces like bends, tees, reducers, branches and collars, mode of measurement shall be identical to that described above using the length along the centerline.



The quoted unit rate for external surface of ducts shall include all wastage allowances, flanges and gaskets for joints, nuts and bolts, hangers and angles with double nuts for supports, rubber strip 5mm thick between duct and support, vibration isolator suspension where specified or required, inspection chamber/access panel, splitter damper with quadrant and lever for position indication, turning vanes, straightening vanes, and all other accessories required to complete the duct installation as per the specifications. These accessories shall NOT be separately measured nor paid for.

b) Special Items for Air Distribution shall be measured by the cross-section area perpendicular to air flow, as identified herewith:

I. Grilles and registers - width multiplied by height, excluding flanges. Volume control dampers shall form part of the unit rate for registers and shall not be separately accounted.

II. Diffusers - cross section area for air flow at discharge area, excluding flanges. Volume control dampers shall form part of unit rate for supply air diffusers and shall not be separately accounted.

III. Linear diffusers - shall be measured by cross-sectional areas and shall exclude flanges for mounting of linear diffusers. The supply air plenum for linear diffusers shall be measured with ducting as described earlier.

IV. Flexible connection - shall be measured by their cross sectional area perpendicular to the direction of air flow. Quoted rates shall include the necessary mounting arrangement, flanges, nuts and bolts and treated-for-fire requisite length of canvas cloth.

10.6 FLEXIBLE DUCT

Insulated flexible duct should be UL 181 CLASS I AIR DUCT LISTED AND LABELLED WITH NFPA 90A & 90B AND SEAL OF AIR DIFFUSION COUNCIL with double lamination of tough polyester which encapsulates steel helix wire forms the air tight inner core, double layer core wrapped in a multiple thickness of fiber-glass wool with R Value 4.2, Green guard certification of fiberglass wool must.

Reinforced and sheathed in a rugged and durable tri directionally reinforced metalized polyester jacket.

Flexible duct connections should be made as per UL181 listing procedure with proper flexible right forming brace connection allowing right connections for flexible duct into energy efficient and Strapping the flexible duct connections with flexible duct strapties.

List Of Approved Makes	
Equipment / Material	Makes
VRF / VRV Units	Mitsubishi Electric / Hitachi/ Daikin/ Mitsubishi Heavy Industries/Toshiba/ Blue star/Carrier/Voltas
Cassette Unit	Mitsubishi Electric / Hitachi/ Daikin/ Mitsubishi Heavy Industries/Toshiba/ Blue star/Carrier/voltas
Split Unit	Mitsubishi Electric / Hitachi/ Daikin/ Mitsubishi Heavy Industries/Toshiba/ Blue star/Carrier (No Media&logicool)
Copper Pipe	Mandev / Rajco / Totaline
Hard PVC Pipes	Supreme / Prince/ Diamond
G.I Sheet	Tata / Jindal / Essar / Nippon
Acoustic Insulation	Arma sound (Arma cell) / Equivalent
Thermal Insulation Material	
a) NITRILE RUBBER	Armaflex / K Flex / Equivalent
b) Thermocole	Breadshell / Equivalent
Cable	
a) Armored Cable	Finolex / Universal / Polycab / RR Kabel
b) Flexible Cable	Finolex / Universal / Polycab / RR Kabel
PVC rigid Ac	2.0 mm thick Precision Plastic Co. ISI and FIA approved

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

Note:-If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the STATE BANK OF INDIA. The same will not be considered for pay me