

# SBI INFRA MANAGEMENT SOLUTIONS PVT LTD (WHOLLY OWNED SUBSIDIARY OF SBI)

#### INVITES TENDERS ON BEHALF OF SBI LHO, THIRUVANANTHAPURAM

#### IN A TWO BID SYSTEM

From Authorised Sales & Service Dealer of reputed Brands
(Bidders should submit proof of the same)

#### **FOR**

AIRCONDITIONING WORKS FOR THE NEW PREMISES (SHIFTING) OF VELLAYAMBALAM SQUARE BRANCH OF STATE BANK OF INDIA AT THIRUVANANTHAPURAM

Last date for submission of Tender: 2.00 PM (IST) on 14/03/2019.

Opening of Tenders: 2.30 PM (IST) on 14/03/2019.

NIT NO: **THI201903004** 

The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd. 4<sup>th</sup> Floor, SBI LHO Building, Poojappura, Thiruvananthapuram— 695012

# NOTICE INVITING TENDER (NIT): THI201903004

Tenders are invited from Authorized dealers of reputed brands having service facility in Thiruvanathapuram or nearby districts for the AIRCONDITIONING WORKS FOR VELLAYAMBALM SQUARE BRANCH (SHIFTING) OF STATE BANK OF INDIA AT THIRUVANANTHAPURAM (RBO-1) By State Bank of India Infra Management Solutions Pvt. Ltd.. (SBIIMS)

| rvt. | <u>Lta., (SBIIMS)</u>  |   |
|------|--|---|
| 1    | Estimated cost of work:  | Rs. 2.87 Lakhs. (Estimate value is inclusive of     |
|      |  | GST and excluding AMC)                              |
| 2    | Time of Completion:  | 10 DAYS.  |
| 3    | Date of download of tender   | From 08/03/2019 to 14/03/2019.                      |
|      | documents from Bank's web  |   |
|      | site <a href="http://www.sbi.co.in">http://www.sbi.co.in</a> under |   |
|      | "procurement news ".   |   |
| 4    | Last date and time for   | Date: 14/03/2019 by 2:00 P.M.                       |
|      | submission of tender.  | , , , , ,   |
| 5    | Earnest Money Deposit. (EMD  | Rs.2,800/- (Rupees Two thousand Eight hundred       |
|      | )  | only) in the form of DD in favor of 'Regional       |
|      | ,  | Manager, SBI RBO-1, Thiruvananthapuram.'            |
|      |  |   |
| 6    | Tender fees  | Rs.1,000/- through SBI e-collect. The procedure     |
|      |  | for remitting the tender fees is detailed in        |
|      |  | Annexure -I. Copy of the generated receipt with     |
|      |  | reference number shall be enclosed with the         |
|      |  | tender.   |
| 7    | EMD to be submitted at:  | EMD & technical bid should be submitted             |
|      |  | physically at SBI Infra Management Solutions        |
|      |  | Pvt. Ltd. Office, 4th Floor, SBI LHO Building,      |
|      |  | Poojappura, Thiruvananthapuram - 695012             |
|      |  | before 14/03/2019 by 02.00 P.M.                     |
|      |  | Contact: Assistant General Manager.                 |
|      |  | 0471-2419410/2419435.                               |
|      |  | ,   |
| 8    | Date and Time of opening   | Date: 14/03/2019 at 2.30 P.M. (IST) at above        |
|      | Tenders: (Technical Bid &  | office address. Technical Bid of those firms /      |
|      | Price bid)   | contractors who do not submit EMD and Tender        |
|      | ,  | fee receipt shall be rejected.                      |
|      |  | Representatives of Bidder may be present during     |
|      |  | opening of Technical Bids. However Bids would       |
|      |  | be opened even in the absence of any or all the     |
|      |  | bidder's representatives.                           |
|      |  | Price bids of technically qualified vendors will be |
|      |  | opened on the same day.                             |
|      |  | of creation out the course way.                     |

| 9  | Bidder Contact Details.       | Bidder to provide following information.      |  |  |  |
|----|-------------------------------|---|--|--|--|
|    |                               | Name of Company.                              |  |  |  |
|    |                               | Contact Person.                               |  |  |  |
|    |                               | Mailing address with Pin Code.                |  |  |  |
|    |                               | Telephone number and Fax number.              |  |  |  |
|    |                               | Mobile Number and E-MAIL.                     |  |  |  |
| 10 | Minimum value of work to be   | Rs.1.5 Lakhs ( Rupees One Lakh Fifty Thousand |  |  |  |
|    | executed for issue of interim | only)   |  |  |  |
|    | certificate for payment       |   |  |  |  |
| 11 | For any clarifications and    | Shri: Reshmi.N, Deputy Manager (EE)           |  |  |  |
|    | drawings contact              | Mob: 9497714782                               |  |  |  |

The SBIIMS reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

<u>Note:</u> This tender is an offline tender. There is no online price bid submission for this tender. Tenderers are requested to submit the tender is two bid system (Technical & Price Bid)

<u>Cover 1: Technical Bid:</u> EMD + Tender Fee by way of SBI e-Collect (receipt to be enclosed) + Proof of being authorized sales and dealer for the make of AC quoted + Product catalogue + first 39 pages of tender document duly signed and sealed & super scribed with "Cover-1 Technical Bid for Airconditioning Works of Vellayambalam Square Branch, Thiruvanathapuram".

<u>Cover 2 : Price bid</u>: Last 4 pages (BOQ) of the tender document duly filled, signed and sealed & super scribed with "Cover-2 Price Bid for Airconditioning Works of Vellayambalam Square Branch, Thiruvanathapuram".

<u>Cover 3:</u> Containing Cover 1 & 2 super scribed with "Tender for Airconditioning Works of Vellayambalam Square Branch, Thiruvanathapuram"

#### INSTRUCTIONS TO CONTRACTORS.

1. This tender is for the "AIRCONDITIONING WORKS FOR THE EXISTING PREMISES OF SBI VELLAYAMBALAM SQUARE BRANCH AT THIRUVANANTHAPURAM (RBO-1). It is a Two Bid containing Technical and Price Bid.

In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the SBIIMS. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

- 2. SBIIMS reserve to itself the right to accept or reject any tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender.
- **3.** General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.
- 4. Employer or Client shall mean Assistant General Manager, State Bank of India Infra Management Solutions Pvt. Ltd., Thiruvananthapuram and / or Regional Manager, SBI RBO-4, Alappuzha.
- 5. The tender is to be submitted in sealed cover super scribed as "AIRCONDITIONING WORKS FOR THE EXISTING PREMISES OF SBI VELLAYAMBALAM SQUARE BRANCH AT THIRUVANANTHAPURAM (RBO-1). (EMD & Technical bid cum prequalification bid) containing the tenderer's EMD (in the form of a Demand Draft), Tender cost, Technical bid and supporting documents for prequalification criteria. Price bid as per BOQ format shall be submitted in seal cover separately with the technical bid. All pages should be properly tied and tagged in its order for easy identification during scrutiny. Full address with phone no. of the tender should be written on the sealed covers.
- 6.All pages should be signed and sealed by the tenderer. No deviations from the tender are acceptable.
- 7. Bills of quantities in respect of each work and a specification accompany this tender notice. The tenderers must use only the form issued by the SBIIMS to provide the price bid. The Bills of quantities are liable to alternations by omission, deduction or addition at the discretion of the SBIIMS.
- 8. Income tax (PAN) and GST registration certificate to be enclosed.
- 9. The applicant must have a valid digital certificate. Proof of the same shall be submitted.

On the date specified for opening of Tender, Technical Bids will be opened first and after scrutiny of technical bids, price bids of qualified tenderers will be opened on the same day.

Please read the 'INSTRUCTIONS TO TENDERERS' thoroughly before submitting the Tenders. Also note to verify the Bank web-site under 'PROCUREMENT NEWS' before the last date and confirm that 'CORRIGENDA' to the Tender Notices issued (if any) has been read and / or complied with.

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#### 1. TENDER FORM

# PROJECT: AIRCONDITIONING WORKS FOR THE EXISTING PREMISES OF SBI VELLAYAMBALAM SQUARE BRANCH AT THIRUVANANTHAPURAM (RBO-1)

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement prepared by SBIIMS.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which/I/We have quoted for the respective items of the Probable Bill of Quantities.

I/We are depositing as Earnest Money a sum of Rs. 2800/- (Rupees Two thousand Eight Hundred only) in favor of The 'Regional Manager, SBI, RBO-1, Thiruvananthapuram' along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the SBIIMS at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within 15 days of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid Earnest Money deposit.

I/We further agree to complete the work covered in the said schedule of quantities within 10 days from the 15th day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by your SBIIMS for this contract work.

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

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

| Yours faithfully,      |   |      |
|------------------------|---|------|
| Contractor's Signature |   |      |
| Address:               | D | ate: |
|                        | _ |      |
|                        | _ |      |

#### 2. NOTICE TO CONTRACTOR

PROJECT: AIRCONDITIONING WORKS FOR THE EXISTING PREMISES OF SBI VELLAYAMBALAM SQUARE BRANCH AT THIRUVANANTHAPURAM (RBO-1)

REF : AIRCONDITIONING WORKS

Dear Sirs,

- 1. On behalf of our clients, **M/s SBI, RBO-1, Thiruvananthapuram, we have** pleasure in inviting you to tender for the aforesaid work.
- 2. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
- 5. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
- 6. The tender documents must be filled in English and all the entries must be made by hand and written in ink/ball pen. If any of the documents are missing or un-signed, the tender shall be considered invalid.
- 7. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.
- 8. The tender shall be valid for a period of 90 days from the date of opening.
- 9 TOTAL SECURITY DEPOSIT: shall comprise of:
  - a. Earnest Money deposit
  - b. Initial Security deposit
  - c. Retention money
- 9.1 The intending tenderer shall deposit with SBIIMS Thiruvananthapuram , by Demand Draft a sum of Rs. 2,800/- (Rupees Two thousand Eight Hundred only) as the Earnest

Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

- 9.2 The successful tenderer will have to pay further sum equivalent to 2% of his contract value, less EMD already paid, as initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favour of 'Regional Manager, SBI, RBO-1, Thiruvananthapuram.' within 14 days from the date of issue of work order to commence work. The EMD and initial Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.
- 9.3 Together with the money paid under above clause, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the SBIIMS certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by SBIIMS.
- 10. Within one month of the receipt of intimation from the SBIIMS of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the SBIIMS will constitute a binding agreement between the SBI and the person tendering whether such formal contract is or not signed by the contractor.
- 11. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.
- 12. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the SBIIMS nor the clients will be responsible for such damage or wash out of the construction work.

- 13. Time is the essence of the contract. The work should be completed <u>within 10 days</u> from the date of commencement. The date of commencement shall be within ONE day after confirmation.
  - The successful contractor will have to give a CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 15 days from the date of acceptance of the tender.
- 14. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original/extended date), subject to maximum of 5% of the contract value (without extra items) as per clause 31 of the General conditions of contract.
- 15. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
- 16. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the SBIIMS for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable. In case of extra items where similar items are not available in the tender, the rates for such items shall be derived as per CPWD analysis with taxes as applicable.
- 17. Our clients, SBIIMS, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
- 18. No employee of the bank or SBIIMS is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank or SBIIMS. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the bank or SBIIMS as aforesaid before submission of the tender or engagement in the contractor's service.
- 19. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1)HT Electrical works (2 ) Airconditioning works (3) Fire fighting systems & (4) Interiors (fixed furniture), as the case maybe.
- 20. Release of security deposit:

- i) 50% of the total security deposit will be released along with the final certificate of payments as stipulated under para 9 on page 12 of Volume I, Appendix to General Conditions of contract,
- ii) Balance 50% of total security deposit will also be released as noted under(i) above, subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid upto completion of defects/removal liability period plus 3 months. The bank guarantee shall be released after completion of defect liability period provided that there is no defects noticed in the work during defects liability period or defects if any is rectified by the contractor to the entire satisfaction of SBIIMS.

#### 3. ARTICLES OF AGREEMENT

day of

2019 between

| Regio  | nal M   | Ianage  | er, State | Bank      | Of   | India, | Regiona        | 1 Business   | Office    | -1,Thir          | _<br>uvananth | apuram    |
|--------|---------|---------|-----------|-----------|------|--------|----------------|--------------|-----------|------------------|---------------|-----------|
| (herei | inafter |         | called    | the       |      | "Emp   | oloyer")       | of           | the       | one              | part          | and       |
|        |         |         |           |           |      |        |                |              |           | (herein          | after calle   | ed "The   |
| Contr  | actor"  | ) of t  | the other | r part,   | who  | ere as | the Emp        | oloyer is d  | lesirous  | of get           | ting the v    | vork of   |
| "AIR   | COND    | OITIC   | NING W    | ORKS      | FOR  | THE    | <b>EXISTIN</b> | G PREMIS     | ES OF S   | STATE E          | BANK OF       | INDIA,    |
| VELL   | AYAN    | ИBAL    | AM SQ     | UARE      | BRA  | NCH    | AT TRI         | VANDRU       | M (RBC    | <b>)-</b> 1) " e | executed a    | ınd has   |
| cause  | d dra   | wings   | s, condi  | tions o   | of c | ontrac | t, specifi     | cations ar   | nd sche   | dule o           | f quantiti    | es etc.,  |
| descr  | ibing   | the     | works     | prepa     | ared | by     | SBI In         | fra Mana     | gement    | Solut            | ions Pv       | t Ltd,    |
| Thiru  | ıvanaı  | nthap   | uram a    | nd WH     | IERE | EAS th | ne SAID I      | DRAWING      | S<br>numb | ered as          | per list a    | ıttached  |
|        |         |         |           |           |      |        |                | ations and   |           |                  |               |           |
|        |         |         | on beha   |           |      |        |                |              |           | 1                |               |           |
|        | Ü       | •       |           |           | -    |        |                |              |           |                  |               |           |
| AND    | WHE     | EREAS   | 5 THE     | CONT      | RAC  | TOR    | has agre       | ed to exe    | cute u    | pon an           | d subject     | to the    |
| condi  | tions s | set for | rth in th | e Sche    | dule | heret  | o (herein      | after referr | ed to a   | s "Said          | Condition     | ns") the  |
| work   | s show  | n upo   | on the sa | id drav   | wing | s and  | described      | l in the san | ne speci  | fication         | s and incl    | uded in   |
| the sa | nid sch | edule   | of quan   | tities fo | r su | ch sun | n as may       | be ascertai  | ned to b  | e payal          | ole in term   | is of the |
| Bills  | of      | Quan    | itities,  | and       | whi  | ch s   | um is          | estimated    | to        | be Rs            | S             |           |
| (Rupe  | ees     |         |           |           |      |        |                |              | (he       | ereinafte        | er referred   | d to as   |
| "Said  | Contr   | act A   | mount").  |           |      |        |                |              | ,         |                  |               |           |

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

ARTICLES OF AGREEMENT made the

- 1. In consideration of the said sum 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 in the said drawings and described in the said specifications.
- 2. The SBI shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
- 4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.

- 5. The Employer through the SBIIMS, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
- 6. Time shall be considered a the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within 15 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in **10 days** subject to nevertheless to the provisions for extension of time.
- 7. This agreement and contract shall be deemed to have been made in Thiruvananthapuram and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Thiruvananthapuram and only the courts in Thiruvananthapuram shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

| Signed by the said in the presence of: |          |
|--|----------|
| WITNESS: SIGNATURE                     |          |
| NAME :                                 |          |
| ADDRESS:                               | EMPLOYER |
|  |          |
|  |          |
| WITNESS: SIGNATURE                     |          |
| NAME :                                 |          |
| ADDRESS:                               |          |

AS WITNESS our hand this \_\_\_\_\_ day of \_\_\_\_\_ 2019

#### 4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1. Earnest Money Deposit (EMD) : Rs. 2800/-

2. Initial Security Deposit (ISD) : 2% of contract value including EMD.

3. Period of completion : 10 DAYS

4. Defects Liability period : 12 months after completion as

recorded in the completion certificate.

5. Minimum value of work to be : Minimur

Executed for issue of interim Certificates for making payment

Minimum Rs.3.30 Lakhs

6.a) Retention money from each bill : 10% of gross value of each interim

bill, subject to 8(b) below.

b) Total retention money including : 5% of the contract value.

Earnest money and initial security

Deposit

7. Release of Security deposit after : 50% of the total security to be

Virtual completion. released along with final certificate of payment, but only after

removing all his materials, equipment, labour, huts/force, temporary sheds/stores, all his installations, machinery etc., from the site. Balance payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI, in the prescribed manner and valid till the completion of defects liability period of 12 months plus 3 months as per clause no 20.

8. Period for honouring certificate : 15 working days from date of

SBIIMS certificate of payment for interim bills and 20 working days for final certificate from the date of SBIIMS certificate after payment against final bills.

9. Secured Advance : Nil

WITNESS:

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

#### 5. INDEX TO GENERAL CONDITIONS OF CONTRACT

- 1. Interpretations
- 2. Scope of Contract
- 3. Drawings and Specifications
- 4. Schedule of Quantities
- 5. Sufficiency of Schedule of Quantities
- 6. Errors in schedule of Quantities
- 7. Contractor to provide everything necessary
- 8. Authorities, Notices, Patent rights and royalties
- 9. Materials and workmanship to conform to description.
- 10. The setting out
- 11. Removal of all offensive matters
- 12. Opening up works
- 13. Contractor's superintendence and representative on the work
- 14. Dismissal of workmen
- 15. Access to works
- 16. Employer's representative/PMC
- 17. Assignment of sub-letting
- 18. Sub contractors
- 19. Variations not to vitiate contract
- 20. Measurement to works
- 21. Prices of Extras etc., Ascertainment of
- 22. Unfixed materials

- 23. Removal of improper work and materials
- 24. Defects after completion
- 25. Certificate of virtual completion
- 26. Other persons engaged by the Employer
- 27. Insurance in respect of damage to persons and property
- 28. Contractor's All risk policy
- 29. Minimum amount of third party Insurance
- 30. Commencement and completion
- 31. Delay and extension of time
- 32. Damages for Non-completion
- 33. Failure by contractor to comply with SBIIMs instructions
- 34. Supervision of works
- 35. Prime cost and provisional sums
- 36. Certificates and payments
- 37. Notices
- 38. Termination of contract by the Employer.
- 39. Termination of contract by the contractor.
- 40. Matters to be finally determined by the SBIIMS
- 41. Settlement of dispute (Arbitration)

# SPECIAL CONDITIONS OF CONTRACT

- 1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of the delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there with or delays in awarding contracts for other trades of the project or in commencement or completion of such works in obtaining water and power connections for construction purpose or for any other reason what so ever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein.
- 2. The successful tenderer is bound to carry out any items of work necessary for completion of the job if such instructions in respect of such additional items and their quantities will be issued in writing by the SBIIMs with the prior consent in writing of the Employer.
- 3. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications and instructions of the Employer/SBIIMS.
- 4. The rates quoted in tender shall also include electric consumption charges for power. If no power is available at site the contractor shall have to make his own arrangement to obtain power connection and maintain at his expense an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of contractor.
- 5. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.
- 6. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Employer shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.
- 7. Time shall be considered the essence of this contract. The entire work must be completed as given in NIT. If the completion of the work is delayed a penalty at the rate of  $\frac{1}{2}$  % per week over the contract value will be imposed subjected to a maximum of 5%.
  - If the work is delayed beyond 10 weeks after the scheduled date of completion, the remaining work will be carried out through other agencies at the risk and cost of the contractors under the contract with prevailing market rates.
- 8. The successful tenderer shall submit the phased program of execution of different items of work within a week after receipt of acceptance letter.

- 9. Payment will be made subjected to a minimum value as stated in the NIT and will be made within a period of TWO weeks after the bill is submitted to the Employer's Office with SBIIMS Certificate.
- 10. Before filling in the tender the contractor will check all the drawings and schedule of quantities and will get an immediate clarification from SBIIMS on item not clearly understood. No claims for any loss or compensation will be entertained on this account.
- 11. All the work shall be carried out as per detail drawings and specifications or as directed by SBIIMS.
- 12. The rates quoted in the tender shall be for the finished items of work They shall include all the charges labour, materials, transportation of material equipment, double scaffolding water and electric charges, tool and plants, marking out and cleaning of site, to do all things necessary to provide complete finished item for work consistent with the specifications attached to this tender document. The rates shall be inclusive of octroi duty, excise duty, packing and forwarding, loading or unloading or any other duties ,GST or fees levied by any government, public or local bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any other conditions whatsoever.
- 13. The calculations made by the tenderer should be based upon the probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of quantities ,but it must be clearly understood that the contract is not a lumpsum contract , that neither the probable quantities nor the value of individual items nor the aggregate value of the entire tender will form part of the contract and that SBIIMS do not in any way assure the tenderer or guarantee that the work would correspond there to.
- 14. Adequate engineering and technical staff to be appointed at site. ELECTRICAL contractor should inform of their number and qualification. An Approval of SBIIMS should be taken prior to appointing such technical staff on site.
- 15. The contractor shall keep the tender submitted by him open for acceptance for a minimum period of three months from the date of it's submission .When once the tender is accepted the rates quoted by the successful tenderer shall be firm and the variation in rates of any one or all the items on any account shall not be allowed during the entire duration of the contract
- 16. During the execution of work, contractor must check the work with his drawings .The contractor shall be responsible for all the errors in this connection and shall have to rectify all the defects at his own cost, failing which the client reserves the right to get the same rectified at the risk and cost of contractor.
- 17. No claim for extra item or deviation from specification shall be entertained unless the same is pointed out and accepted as such before the work is taken in hand or within 15 days of work by the successful tenderer.

- 18. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.
- 19. The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work. The successful tenderer shall protect and hold harmless the SBIIMS against any or all claims for any such injury or damage.
- 20. The work in every respect during the progress and till final acceptance by the SBIIMS, including raw materials delivered at the site to be incorporated or used in ELECTRICAL work by the successful tenderer will be at his own risk. Any loss or damage to any such material or work shall immediately be replaced by the successful tenderer at his own expense.
- 21. The SBIIMS shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.
- 22. The employer / SBIIMS or their authorized representatives shall have full power for inspecting the contractor's works or at any place from which the material is obtained. Acceptances of any such materials shall no way relieve the contractor of his responsibility for meeting the requirements and /or analysis not called for in the specifications shall be borne by the SBIIMS in case the material or work is found defective or of inferior quality. Tests and /or analysis shall be done in the laboratory approved by the client and the contractor shall permit SBIIMS and or the client's or their authorized representative to be present during any of the tests and /or analysis.

#### 23. INSURANCE

The contractor shall indemnify SBIIMS up to CAR Policy (Contractor's All Risk Policy) against all claim which may be made against SBIIMS by any member of the public or the third party in respect of anything which may arise in consequence thereof and shall at his own expense arrange to effect and maintain up to one month after the virtual completion from an office approved by SBIIMS a policy of insurance in the joint names and deposit such policy or policies with SBIIMS from time to time during the currency of this contract. The contractor shall also indemnify SBIIMS against all claims which may be made upon the SBIIMS under the workman's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub contractor and shall at his own expenses effect and maintain upto one month after virtual completion of the contract from an office approved by SBIIMS a policy or policies of insurance in the joint names of SBIIMS and the contractor as aforesaid. The contractor shall be responsible for any other thing which may exclude from the insurance policies above referred to and also for any other

damage to any property arising out of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify SBIIMS in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising therefrom. SBIIMS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

#### 24. WORKMAN AT SITE:

The contractor's workpeople shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his workpeople.

#### 25. DIMENSIONS:

Figures dimensions are to be taken in preference to scaled dimensions in all cases. Before commencing any work the contractor shall verify all measurements. If any discrepancies are found they shall immediately be brought to the notice of the SBIIMs.

#### 26. DISCREPANCIES

All the items shown on the drawings or specifications are taken to be included in both. Any discrepancies, which occur in either the drawings or specifications, shall immediately be brought to the attention of the SBIIMs.

#### 27. CUTTING AND MAKING GOOD

Where it is found necessary to interfere with finished work in order to execute this contract, the contractor will be required to do all necessary work at his expenses. Only approved hangers and bolts or other metal fixing devices shall be used to secure frames panels and other units in position. Wooden plugs will not be permitted .Holes shall be formed with electric drills whenever possible. Structural members shall not be cut or drilled without prior consent of the client.

#### 28. MAINTENANCE AND GUARANTEE

The whole of the work to be performed under this contract shall be completed to the satisfaction of the SBIIMS and EMPLOYER.

The contractor without additional charge to SBIIMS renew or replaces any works which prove faulty from workmanship or materials and fully maintain the whole installations for a period of 6 months after the commencement of defects liability period of the main contract and a sum of 5% of the contract amount shall be retained by SBIIMS for his period.

#### 29. PREVENTION OF SPOIL DUMPING

The contractor shall take all reasonable steps to prevent spoil, rubbish, debris surplus materials etc., arising from a work being dumped on an area other than a recognized or approved tipping area and the Contractor will be held responsible for and shall indemnify SBIIMS against any claim or loss arising therefrom.

#### 30. LEAVE PERFECT:

The Contractor shall remove all rubbish and superfluous material from the site of the works with all reasonable speed from time to time and at completion. On no account shall W.C'S or the SBIIMS's receptacles to be used for this purpose.

The client reserves its right to clear contractors un cleared debris at contractors own cost without any reasons & not more than one notice will be given for this.

#### 31. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

(a) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the SBIIMS or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram - 695012 and endorse a copy of the same to the SBIIMS, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4th Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram - 695012 in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to The Assistant General Manager, SBI Infra Management

<u>Solutions Pvt. Ltd.</u>,Circle Office, 4<sup>th</sup> Floor, State Bank of India, **LHO Building**, **Poojappura**, Thiruvananthapuram – 695012 in writing in the manner and within the time aforesaid.

- (b) The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., Circle Office, 4<sup>th</sup> Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram 695012 shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd, 4<sup>th</sup> Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram 695012 submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office, Thiruvananthapuram for conciliation along with all details and copies of correspondence exchanged between him and The Assistant General Manager, SBI Infra Management Solutions Pvt. Ltd., , 4<sup>th</sup> Floor, State Bank of India, LHO Building, Poojappura, Thiruvananthapuram 695012.
- (c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

#### 32. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor (being an individual or a firm) commit any "Act of Insolvency ", or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the SBIIMS that he is able to carry out and fulfill the Contract and if required by the SBIIMS to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the SBIIMS first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the SBIIMS shall certify in writing that in his opinion the Contractor:

- (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 work for fourteen days after receiving from the SBIIMS written notice to proceed, or
- (c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to completed within time agreed upon or
- (d) Has failed to remove materials from site or to pull down and replace works within seven days after receiving from SBIIMS written notice that the said materials or work where condemned and rejected by the SBIIMS under these conditions or
- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the

- Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or
- (f) Has to the detriment of good workmanship or in defiance of the SBIIMS instructions to the Contrary, submit any part of the contract or has used in the permanent works important materials which are substandard and not as per specification fraudulently making the SBIIMS to believe that it is the specified material.

Then and in any of the said caused the SBIIMS may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, SBIIMS may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the SBIIMS shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the SBIIMS may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The SBIIMS shall thereafter will assertion and certify in writing under his hand what (if anything) shall be due or payable to or by the SBIIMS, for the value of the said plant and materials so taken possession of by SBIIMS, and the expense or loss which the SBIIMS shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by SBIIMS to the Contractor or by the Contractor to SBIIMS as the case may be, and the certificate of the SBIIMS shall be final and conclusive between the parties.

- 33. The mode of measurements shall be as per IS: 1200.
- 34. The contractor should co-ordinate with other agencies viz., INTERIOR, HVAC (Air-Conditioning), Civil, LAN cabling etc.,
- 35. CONTRACTOR SHOULD WORK AT ODD HOURS, ON HOLIDAYS TO KEEP UP TIME SCHEDULE.
- 36. The Contractor shall not be eligible for any material advance.

#### SPECIAL CONDITIONS AND SAFETY CONDITIONS

The contractor is hereby advised to read the following conditions carefully before quoting rates and to be strictly adhered during execution of work.

#### SPECIAL INSTRUCTIONS

- a) Contractor shall submit copies of all statutory compliance certificates such as ESIC, PF, Contract labour registration, shop & establishment and or any other local authority registration as applicable.
- b) All workmen, engineers, supervisors shall be converted as per ESIC, PF & minimum wages act.
- c) All workmen, engineers, supervisors shall under go pre employment medical check up through company recognized medical officer and submit copies of test report.

Contractor to provide proof of monthly remittances with regard to the workmen deployed at the site.

Contractor is responsible to ensure that his workmen are confined to their work area and comply with all safety, security and administrative instructions given by the site engineer.

Contractor shall provide identification badges to all his people.

On completion of day's work, the entire area shall be kept clean and neat. All debris, surplus material etc., shall be removed immediately from the site.

Any such standard material used during execution will be rejected and fully deducted from the bills.

The contractor has to carry out the work in coordination with the other appointed agencies. The contractor should study the situation at site and organize the work accordingly. Whenever work needs to be done in coordination with other agencies, the contractor shall work out the actual time required to complete his part of the job in respects and inform the company.

Revision of rates is not allowed and will be not paid for any reason due to unexpected increase in the cost of the materials or delay in completing the works etc., No labour hutment is allowed inside the premises.

The areas is in "No smoking Zone" therefore smoking is strictly prohibited.

All workmen, Mastri, supervisor and Engineers wearing shoes and safety helmets are only allowed to enter the gate.

Every day contractor / his supervisor should take necessary " Work permit " from the company engineer before starting the job.

Workers are not allowed to sleep during night and cook good inside the premises.

Work to be carried out only under supervision of the qualified engineer who should be always available at site and keep a record of daily work progress in a separate register.

Contractor should strictly following safety guidelines.

Contractor should use only angle/pipe scaffolding. Wooden scaffolding is not allowed.

All contractor's people need to undergo induction/safety training and formal interview by company selection committee.

Contractor shall submit a copy of competency certificates like wiremen license, supervisor's license, IBR welder license etc., issued by competent authority before starting the work.

Contractor shall maintain daily master roll book for his people at site. Based on that, ESIC & PF contribution to be made.

#### **COMPANY SAFETY GUIDE LINES**

#### WORKING BELOW GROUND LEVEL:

Check that there are no underground cables/ water/sewage lines prior to start of work area. If found inform site in-charge. Disconnect power supply to any cables found in work areas with permission.

For pits deeper than 3 feet workmen should be provided with lifelines. Ladders should be provided for quick escape from the pit. Provide firmly supported side shuttering or shoring to prevent accidental collapse of earth into pits; cordon off the area around the pit to prevent accidental falls. (cordon must be at least 3 feet beyond the pit edge) excavated earth from the pit must be stacked only beyond the cordon.

Refill the pit promptly on completion.

Incase pits need to be left open for any reason, ensure proper covers over the pits.

#### **WORKING AT HEIGHTS:**

All personnel working at heights beyond 1.8M should wear safety belts.

Ensure that safety belts are tied security to anchors while working at heights.

Ensure that rigging is well anchored to solid supports prior to erecting items like trusses at a height.

Ensure that debris is cleared on a daily basis from work spots.

Ensure that a nylon safety net is securely fitted under the trusses to provide safety against accidental falls to personnel (who will need to have safety belts securely fastened) working on the t6russes and roofing. Alternatively well-supported platforms with protected railings should be used a height suitable for personnel to work while standing.

Ensure that roof top ladders are used while laying and working on the roof. Ensure that ladders used for climbing to heights are firmly secured against slippage. All scaffolding should be in steel frames.

Scaffolding should be provided with 3 feet wide working platforms. The platforms should be provided with protective railings.

#### WORKING WITH ELECTRICITY

Ensure proper earthing of all electrical machines used.

Ensure that all connection s are taken throughout earth leakage's circuit breakers. Providing ELCB on the main distribution board prevents accidental shocks.

Ensure that welders always used suitable welding goggles and gloves while welding.

Ensure availability of 2 CO2 type fire extinguishers at any easily accessible location at site for fire fighting

Provide a paid of fire buckets filled with dry sand for fire fighting at site.

As far as possible DC generators sets shall be used instead of AC transformer sets.

Contractor shall get his welding sets certified by inspector of electrical department.

The welding transformer shall be fed through an armored cable.

All connections from main to individual M/C ( such as cutter, planer, compressor etc) to be taken through shielded cable and 3-pin plug only.

The potable machines should be of fully insulated or plastic body. No metal body is allowed.

During welding the earthling to be provided directly to the member to be welded throughout cable only not using any reinforcement rod/angles.

#### PERSONAL PROTECTIVE GEAR

Following is a list of itmes to be provided to workmen by the contractor as and when required the items must be ISI certified.

Safety shoes
Hard hats
Safety belts
Goggles
Gloves
Safety nets
Roof top ladder
GENERAL
BREAKING WORKS:

Workmen engaged in breaking stones/chipping of concrete should wear safety goggles.

#### OTHER SPECIAL CONDITIONS:

#### 1. General:

- 1.1 These special conditions shall be read in conjunction with the description of the item of work in the Bill(s) of Quantities, the particular Specifications, Local Statutory Regulations, Indian Standards Specifications/Codes and the drawings. All the above quoted documents, shall be considered supplementary to each other. However, in the case of conflict amongst the various provisions the owner's and the consultants opinion will be final and shall be adopted.
- 1.2 The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working labour rates prevalent in the area, in fact all matters affecting his prices and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

#### 2. Rates

- 2.1 The rates quoted shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given on the specifications but are essential in the opinion of the Engineer-in-charge to the execution of works to confirm to good workmanship and sound engineering practice. The Consultant/SBIIMS reserves the right to make any minor changes during the execution without any extra payment.
- 2.2 The Consultants/SBIIMS decision to clarify any item under minor changes, minor extras and constructional details shall be final, conclusive and binding on the Contractor.
- 2.3 The rates quoted by the Contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.
- 2.4 The rates quoted by the Contractor shall include for supplying materials and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Consultant/SBIIMS and which in the opinion of the Consultant cannot be made better, and for maintaining the same. The rates shall be complete in all respects also including cost of materials, erection, fabrication, labour, supervision, tools and plant, transport, GST and other taxes, royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffoldings, etc., on the basis of works contract. The rates quoted shall include all transport, insurance, octroi, or any other levies applicable under the statute.

#### 3.0 Materials:

- 3.1 The Contractor shall ensure to the satisfaction of the Consultant/SBIIMS that the materials are packed in original sealed containers/packing bearing manufacturer's markings and brands etc., except where the gross quantity required is a fraction of the smallest packings. Materials not complying with this requirement shall be rejected.
- 3.2 Testing of Materials:

a) When required by the SBIIMS, the Contractor shall provide all facilities at site or at manufacturer's works or in an approved laboratory for testing the materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor unless specified otherwise in the Contract. The Contractor shall, when required to do so by the SBIIMs shall submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets etc., showing that the materials have been tested in accordance with requirements of these specifications. The samples for Tests shall be selected by SBIIMS.

#### 4.0 Rectification of Defects:

4.1 Any defect in the work done or materials used in the works pointed out by the SBIIMS shall be rectified within a week or such extended time as may be allowed in this failing which the said defect shall be got rectified by the SBIIMS at the risk and cost of the Contractors.

#### 5.0 Manufacturer's Instructions:

5.1 Where manufacturers have furnished specific instructions, rating to the materials used in this job, covering points not specifically mentioned in the documents, these instructions shall be followed in all cases.

#### 6.0 Qualified Competent Supervision :

- 6.1 The Contractor shall employ competent fully licensed, qualified full time Engineer to direct the work of Electrical installation in accordance with drawings and specifications. The Engineer shall be available at all times on the site to receive instructions from Consultant in the day to day activities, through out the duration of the contract. The foremen shall corelate the progress of the work in conjunction with all relevant requirements of the supply authorities.
- **7 .Drawing:** The contractor should display one set of laminated drawing with as fitted layout drawing in each floor and submit another three sets along with the final bill.
  - The quoted rate should include all taxes, levies, octroi, cost of transportation & loading and unloading at site.
  - ➤ The quoted rate shall exclude the cost of drain piping, copper piping up to 3m and wiring between indoor and outdoor unit for single phase split airconditioners.
  - ➤ For cassette airconditioners the quoted rate should also include the wiring between indoor and outdoor units and shall not include the cost of copper piping and drain piping..
  - Time period for completion is 30 days from the 14th day of date of Work order.
  - ➤ No advance payment.
  - ➤ The 3 phase 3.0TR and above capacity airconditioners shall have a comprehensive warranty of 1 year.
  - ➤ The single phase airconditioners should have a comprehensive warranty of 1 year + additional warranty of 4 years for the inverter compressor.
  - ➤ All Civil works under suppliers scope and wall openings made if any should be sealed

- using cement mortar only and should be finished to the plastering level.
- The tenderer should quote also for the Comprehensive Annual Maintenance Contract (CAMC) of the supplied Air-conditioners for 5 years after the warranty period of 1 year.
- > The installation and CAMC of the air-conditioners should be carried only by the authorised sales and service dealer.
- > Under CAMC, all complaints should be attended within 24 hrs and necessary spares including compressor and refrigerant gas should be supplied and replaced as and when required in addition to quarterly preventive water service using pressure pump.
- ➤ Payments will be released at the end of each quarter against submission of bills along with satisfactory routine service report. Penalty of Rs 100/day/TR will be deducted for break downs of any unit for more than 3 days in a quarter.

The contractor should fill in the below given details.

| Make of Airconditioner Quoted          | , and the second |
|--|--|
| (One among the approved makes only)    |  |
| Name & Address of authorised Sales &   |  |
| Service Dealer for the particular make |  |
| Quoted.                                |  |
| Name & phone no. of the service dealer |  |
| contact person.                        |  |

### DETAILS OF SERVICE FACILITY IN ALAPPUZHA OR NEARBY DISTRICTS IN KERALA

| Name of Contact Person / s: |  |
|-----------------------------|--|
| Contact Telephone Number :  |  |
| Full Office Address :       |  |

#### 9.0WARRANTY

One year from date of installation for both indoor and outdoor units and additional four year replacement warranty for the compressor.

#### 10.0 QUALITY ASSURANCE

- A. Motors and electrical accessories shall comply with the applicable Indian Standards.
- B. Electrical components and installation shall comply with National Electrical Code.
- C. Test, adjust and balance air conditioning systems during hot season.
- D. Training

Train Owner's maintenance personnel on the troubleshooting procedures and testing, adjusting, and balancing procedures. Review with Owner's personnel, the information contained in the Operating and Maintenance Data specified in Division 1.

Schedule training through the Project Manager with at least 7 days prior notice.

#### 11.0 ASSOCIATED CIVIL WORKS/Electrical works

The rate shall include all civil works associated with split AC installation executed at site. Minor civil works like cutting of false ceiling, breaking of wall, plastering, finishing of false ceiling/wall after installation of air conditioning units etc. complete as per specifications and as per the instruction of EIC. All electrical works mentioned in BOQ shall be carried out as perCPWD specifications and as per the direction of EIC.

<code>REFRIGERANT</code> : The split units shall utilise a non-chlorofluorocarbon (CFC) refrigerant,-R- $410A/R\,32$ 

**NOTE:** 

### ALL MAKE SHALL BE CONFIRMING TO BIS ONLY.

<u>Note:</u> This tender is an offline tender. There is no online price bid submission for this tender. Tenderers are requested to submit the tender is two bid system (Technical & Price Bid)

<u>Cover 1: Technical Bid:</u> EMD + Tender Fee by way of SBI e-Collect (receipt to be enclosed) + Proof of being authorised sales and dealer for the make of AC quoted + Product catalogue + first 39 pages of tender document duly signed and sealed & super scribed with "Cover-1 Technical Bid for Airconditioning Works of Vellayambalam Square Branch".

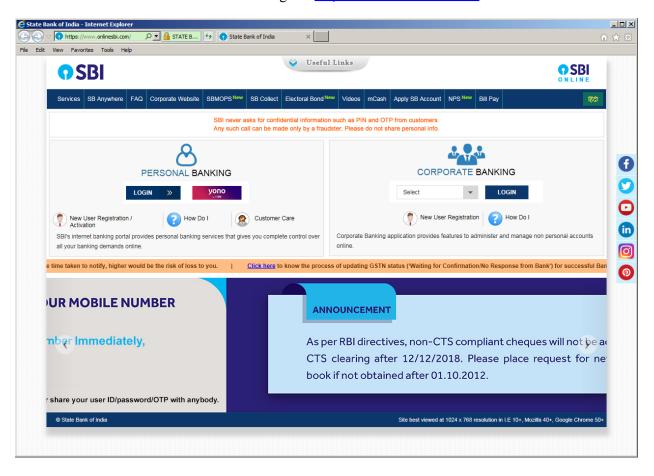
<u>Cover 2: Price bid</u>: Last 4 pages (BOQ) of the tender document duly filled, signed and sealed & super scribed with "Cover-2 Price Bid for Airconditioning Works of Vellayambalam Square Branch".

<u>Cover 3:</u> Containing Cover 1 & 2 super scribed with "Tender for Airconditioning Works of Vellayambalam Square Branch, Alappuzha"

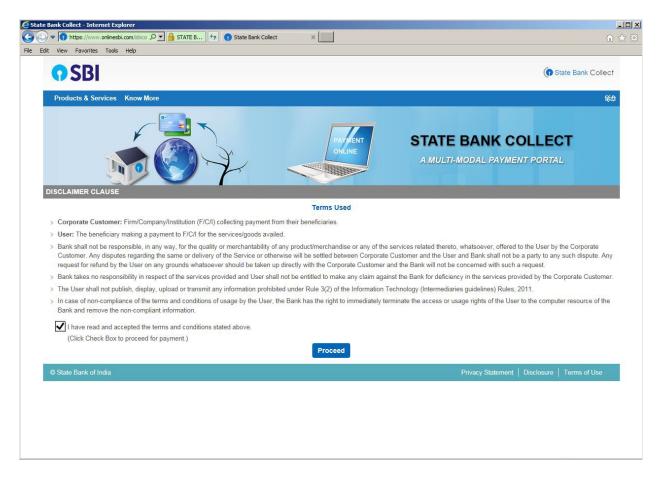
#### ANNEXURE -I

# Procedure for payment of TENDER FEE through SBI Collect

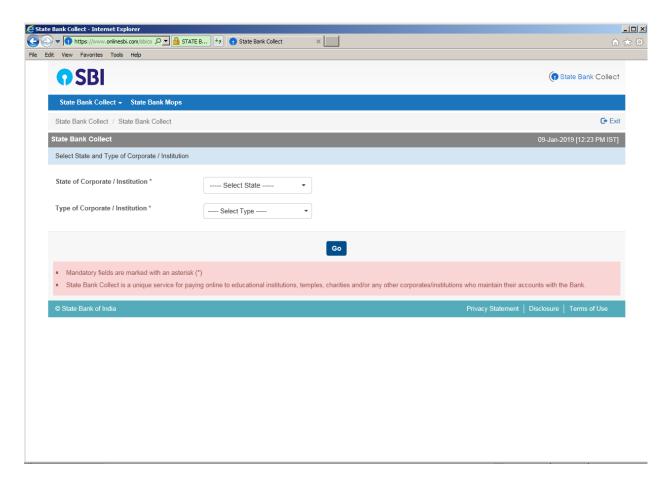
The Vendor needs to use SBI internet banking site <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a>



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

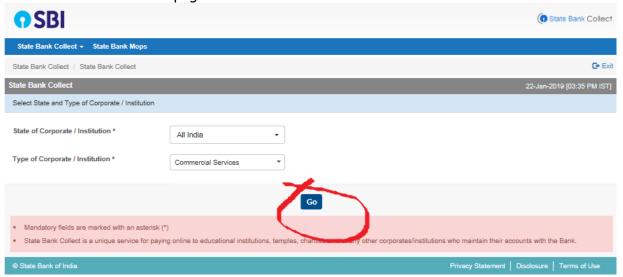


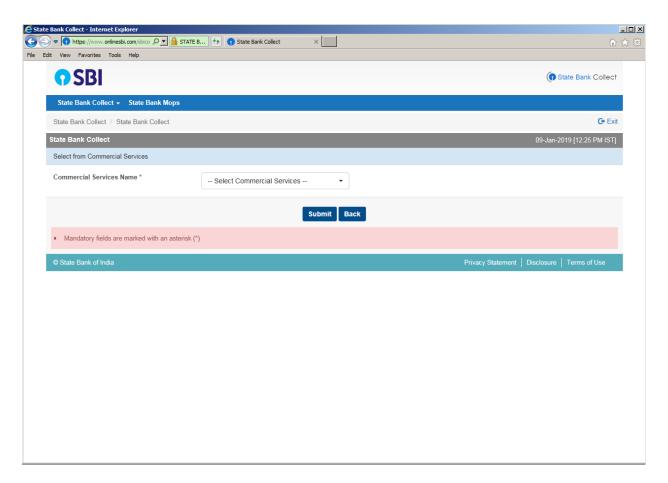
"Proceed" will lead to the next page:



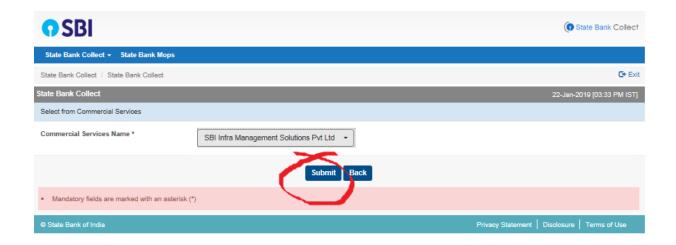
Select "All India" in "State of Corporate / Institution " & Select "Commercial Services" in "Type of Corporate / Institution".

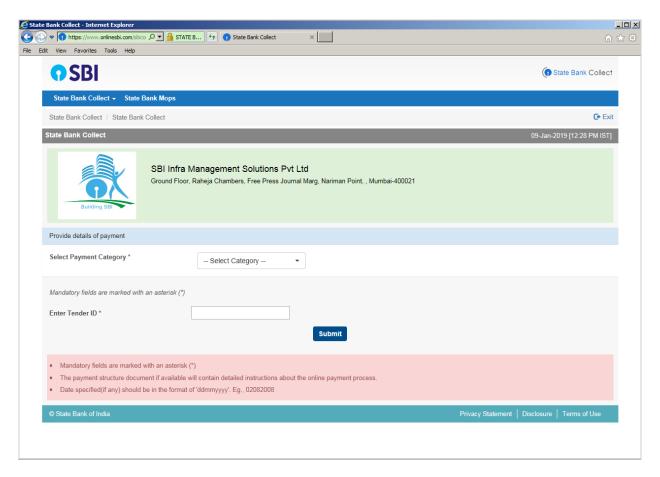
### "Go" will lead to the next page:





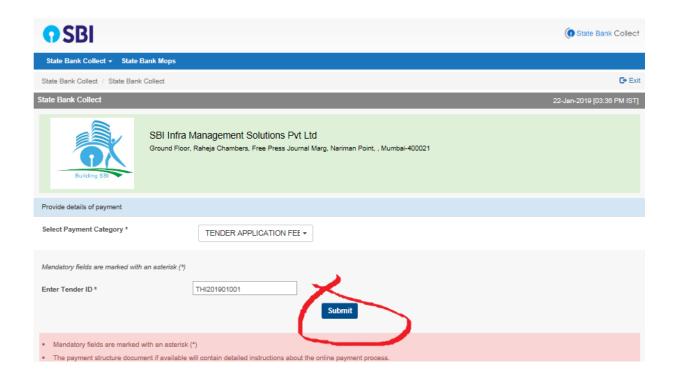
Select "SBI Infra Management Solutions" in Commercial Services Name and "Submit"

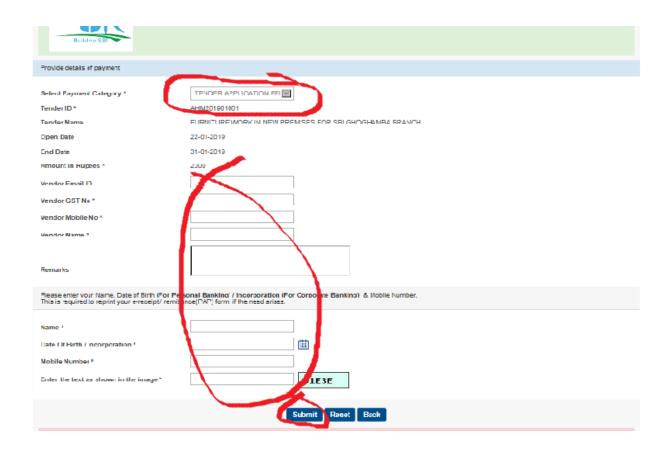


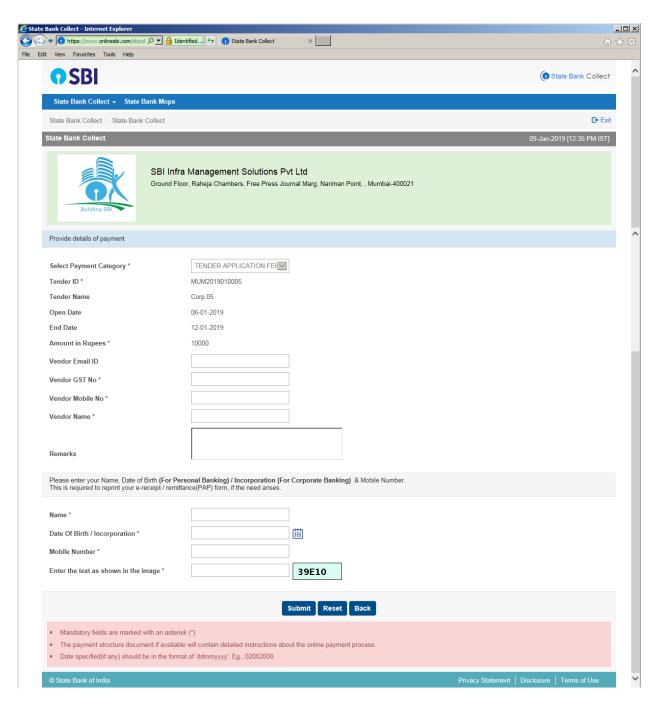


Select "Tender Application Fee" in "Payment Category" and enter the "Tender ID" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.

The next Page will be ready with few of the Preloaded Tender Details:







The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

# PRICE BID & BILL OF QUANTITIES (BOQ)

| SI.<br>No | Item Description  | Qty | Unit | Rate | Amount |
|-----------|---|-----|------|------|--------|
| 1         | Supply and erection of copper piping using copper (1mm thick) refrigeration pipe complete with bends, Elbows, Supports, Insulation etc. interconnecting indoor and outdoor units (both suction and discharge lines) along with necessary electrical copper wiring including earthing conductor in rigid PVC conduit. (insulation using 19mm thick nitrile rubber sleeve insulation) (including GST) | 40  | m    |      |        |
| 2         | Supply and erection of 4 Inch dia (4kg/sq.cm.) PVC piping between indoor unit for taking the insulated suction, liquid and drain lines. The piping to be laid with enough slope and to be suspended using threaded rods. (including GST)  | 35  | m    |      |        |

| 3 | Supply and erection of angle/channel support for the condenser unit to be mounted on the wall. (including GST)  | 5  | Set |  |
|---|---|----|-----|--|
| 4 | Supply and erection of 25mm dia PVC drain water piping (4kg/sq.cm.) upto just above ground level for all ACs including Split ACs and its insulation using 4 mm thick nitrile rubber sleeve insulation. (including GST)  | 50 | m   |  |
| 5 | Supply and Installation of <b>1.5 Tonne</b> Capacity Hi Wall mounting <b>3 Star rated Inverter Split AC</b> with cordless remote and Copper Condensor Coil. (with copper piping upto 3metre) (High Wall Split AC). Insulation using nitrile rubber insulation with Teflon taping. (including GST)     | 1  | No. |  |
| 6 | Supply and Installation of <b>2.0 Tonne</b> Capacity Hi Wall mounting <b>3 Star rated Inverter Split AC</b> with cordless remote and Copper <b>Condensor Coil.</b> (with copper piping upto 3metre) (Server & ATM AC). Insulation using nitrile rubber insulation with Teflon taping. (including GST) | 5  | No. |  |
| 7 | Supply and Installation of 4 kVA V-Guard Stabiliser with metallic enclosure. (including GST)  | 1  | Nos |  |
| 8 | Supply and Installation of 5 kVA V-Guard Stabiliser with metallic enclosure. (including GST)  | 5  | Nos |  |
|   | GRAND TOTAL   |    |     |  |

<sup>\*\*</sup> The quoted rates should be inclusive of  $\ensuremath{\mathsf{GST}}$ 

| n words : Rupees |  |
|------------------|--|
|                  |  |
|                  |  |

# (II) COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC): FOR 5(FIVE) YEARS AFTER WARRANTY PERIOD:

Note: The AMC charges (for 5 years) to be quoted below will be added to the total quoted amount for the work above and the lowest bidder L1 will be decided accordingly. The offer from those bidders who have not quoted for AMC will be summarily rejected.

#### Terms & Conditions

- Quarterly servicing of both indoor and outdoor units of all ACs during warranty and AMC period.
- Cost of all spares and consumables will have to be borne by the supplier and AMC provider during the warranty and AMC period.
- Attending to any number of breakdown calls during the warranty period and AMC period.

| AMC CHARGES PER YEAR AFTER WARRANTY PERIOD                 | Qty  | Unit  | Rate | Amount |
|--|------|-------|------|--------|
| 1 <sup>ST</sup> Year after warranty period (excluding GST) | 11.5 | Tonne |      |        |
| 2 <sup>nd</sup> Year after warranty period (excluding GST) | 11.5 | Tonne |      |        |
| 3 <sup>rd</sup> Year after warranty period (excluding GST) | 11.5 | Tonne |      |        |
| 4 <sup>th</sup> Year after warranty period (excluding GST) | 11.5 | Tonne |      |        |
| 5 <sup>th</sup> Year after warranty period (excluding GST) | 11.5 | Tonne |      |        |
| (II) TOTAL AMC CHARGES FOR 5 YEARS AF<br>OF ONE            |      |       |      |        |

#### **GRAND TOTAL FOR DECIDING THE LOWEST BIDDER L1.**

| GRAND TOTAL                          |    |
|--------------------------------------|----|
| QUOTED FOR WORK                      | ₹. |
| (I) ABOVE                            |    |
| GRAND TOTAL QUOTED FOR ANNUAL        |    |
| MAINTENANCE CONTRACT FOR 5 YEARS     | ₹. |
| (II) ABOVE                           |    |
| TOTAL AMOUNT FOR DECIDING THE LOWEST | ₹. |
| BIDDER                               | ₹. |

| In Words : Rupees | <br> | <br> |
|-------------------|------|------|
| •                 |      |      |
|                   |      |      |
|                   | <br> |      |

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