

<b>TENDER NO</b>	<b>BHU201911028</b>
<b>DATE</b>	<b>13/11/2019</b>



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

(WHOLLY OWNED SUBSIDIARY OF SBI)

CIRCLE OFFICE

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

**TENDER DOCUMENT FOR**  
**AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, UNIT-1,**  
**BHUBANESWAR**

**Technical Bid (Part-1)**

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

Manufacturers / approved dealers of (Daikin, Carrier, Blue Star, Mitsubishi Heavy & Mitsubishi Electric, Toshiba, Trane, O-General, LG, Voltas and Hitachi) are eligible to apply. Proof of dealership to be submitted by Vendor/Dealers

DEALERSHIP CERTIFICATE & LETTER OF AUTHORISATION FROM  
MANUFACTURER TO PARTICIPATE IN THIS TENDER SHOULD BE ENCLOSED

Note: Firm should possess valid digital signature for this e-tender.

Vendor has to provide their E- MAIL id, Contact No & GSTIN No:

Manufacturers / approved dealer Name:

Email:

Contact No:

GSTIN No:

**Last date & time of submission of online Tender: 25.11.2019 upto 2:00 PM**

**NOTICE INVITING TENDER (NIT)****NAME OF WORK: e-TENDER Followed by E-reverse auction for AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, UNIT-1, BHUBANESWAR**

Online e-tenders (followed by e-reverse auction) are invited for the above mentioned work in online Two Bid System from the Manufacturers / approved dealers of reputed make (Daikin, Carrier, Blue Star, Mitsubishi Heavy & Mitsubishi Electric, Toshiba, Trane, O-General, LG, Voltas and Hitachi) Air-conditioning are only eligible to apply

1.	<b>Name of Work and location of work</b>	Air-conditioning works at SBI Main Branch, Unit-1, Bhubaneswar.  Location : Ground Floor & First Floor
2	<b>Eligibility of criteria</b>	From Manufacturers / approved dealers of Daikin, Carrier, Blue Star, Mitsubishi Heavy & Mitsubishi Electric, Toshiba, Trane, O-General, LG, Voltas and Hitachi are eligible to apply, Proof of following document to be submitted. (i) <u>Copy of valid dealership certificate.</u> (ii) <u>Copy authorization letter from manufacturer for participation in this tender.</u>
3	<b>Estimated Cost</b>	Rs.15,06,300.00 (Rupees Fifteen Lakhs Six Thousand Three Hundred Only) plus GST
4	<b>Cost of Tender Documents cum processing Fee (Non-refundable)</b>	Rs. 3000.00 (Rupees Three Thousand Only) non-refundable to be deposited online through <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> using State Bank Collect gateway on or before <b>13.11.2019 up to 02:00 PM</b> . Steps involved in making such payments is provided in details in <b>Annexure I</b> attached in this tender. Without Tender processing fee Tender will be rejected.
5	<b>Earnest Money Deposit (EMD)</b>	Rs.15,000/- (Rupees Fifteen Thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of <b>"SBI Infra Management Solutions Pvt. Ltd."</b> Payable at <b>Bhubaneswar,</b> which is to be submitted along with the Technical Bid in a separate envelope super scribing "EMD". Without EMD Tender will be rejected
6	<b>Availability of Tender document.</b>	<b>14.11.2019 to 25.11.2019</b> from Bank's website <a href="https://www.sbi.co.in/portal/web/home/procurement-news">"https://www.sbi.co.in/portal/web/home/procurement-news"</a> and <a href="https://etender.sbi">https://etender.sbi</a> .
7	<b>Initial Security Deposit (ISD)</b>	L1 vendor shall submit, 2% of awarded value of work in the form of DD/BC favouring <b>"State Bank of India"</b> payable at <b>Bhubaneswar</b> and EMD obtained in the name of SBI Infra Management Solutions Pvt. Ltd shall be returned to them.
8	<b>Retention Money</b>	The successful Contractor whose tender is accepted by the Bank shall be bound to deposit a sum equivalent to 5% of accepted "Final value of the work" including ISD as Retention Money.

09	<b>Last date, time and place for submission of Technical Bid.</b>	<p>The Manufacturers / approved dealers are required to <u>submit/enclose the physical copy of the EMD in sealed envelope</u> on or before <b>Dt.25.11.2019 up to 02:00 PM. at our below mentioned office address:</b></p> <p>Asst. Vice President &amp; Circle Head. SBI Infra Management Solutions Pvt. Ltd. Circle Office, SBI Local Head Office, 4Th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p> <p>However, scanned copies of the following documents should be <u>submitted online with our service provider</u> on the website at: <a href="https://etender.sbi">https://etender.sbi</a>.</p> <ul style="list-style-type: none"> <li>i) Payment receipt of the Tender processing fee.</li> <li>ii) Earnest Money Deposit (EMD).</li> <li>iii) Process compliance form in company letter head duly signed and stamped by authorize representative.</li> <li>iv) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.</li> <li>v) Copy of valid dealership certificate.</li> <li>vi) Copy authorization letter from manufacturer for participation in this tender</li> </ul> <p><u>Tenders received without any one or more document mentioned above shall be rejected. (Refer <b>Check list on Page no 15.</b>)</u></p> <p>After the accomplishment of tendering procedure, the successful bidder shall submit the hard copy of the Technical document duly signed with seal in all pages by the authorized representative/proprietor of the firm at the under mentioned office.</p>
10	<b>Last date, time and Mode of submission of Online Indicative Price Bid</b>	<p>The Indicative Price Bid to be <u>uploaded/submitted online</u> on service provider portal i.e <a href="https://etender.sbi">https://etender.sbi</a> on or before <b>Dt.25.11.2019 up to 02:00 PM.</b></p> <p>The bidder (Vendor/Contractor//Authorized Dealer) should have valid digital signature for this e-tender.</p> <p>E-tendering guidelines may be obtained from:</p> <p>M/s E- Procurement Technologies Ltd. (abc procure) A-801, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006. Gujarat State, India. Phone: +91-79-68136889. Cell: +91-6354919566</p>

# AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

		E-mail: <a href="mailto:bina.soni@auctiontiger.net">bina.soni@auctiontiger.net</a>
11	<b>Date, Time and Place of opening of Technical Bid.</b>	<p><b>Technical bid (Part-1) at our Office: At 2:30 PM on Dt. 25.11.2019.</b></p> <p>Circle Office, SBI Local Head Office, 4th Floor, III/1 Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.</p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.</p>
12	<b>Date, Time and Place of opening of Online Indicative Price Bid.</b>	The online Indicative Price bid (Part-2) of only technically qualified bidder shall be opened at our office on <b>25.11.2019 at 4:30 PM.</b>
13	<b>Date &amp; time of E-Reverse Auction</b>	The date and Time of E-reverse auction to be intimated through mail by service provider to eligible bidders.
14	<b>Validity for Offer</b>	3 (Three) Months from the date of opening of Price-Bid
15	<b>Commencement of Work.</b>	7th Day from the date of receiving of Work Order.
16	<b>Time for completion of work.</b>	45 days from date of Commencement.
17	<b>Deduction of income tax and GST</b>	<p>A ) Income Tax will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> <li>1. Contractor should have GST Registration Number</li> <li>2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</li> <li>3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment</li> <li>4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor</li> </ol>
18	<b>Terms and Mode of payment</b>	<p>i) No advance is payable.</p> <p>ii) One running bill minimum of 5.00 lakh will be paid.</p> <p>iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the SBI. Firm should furnish details of the bank, A/c no, IFSC code.</p> <p>iv) Payments towards the above work shall be made by SBI. The</p>

# AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

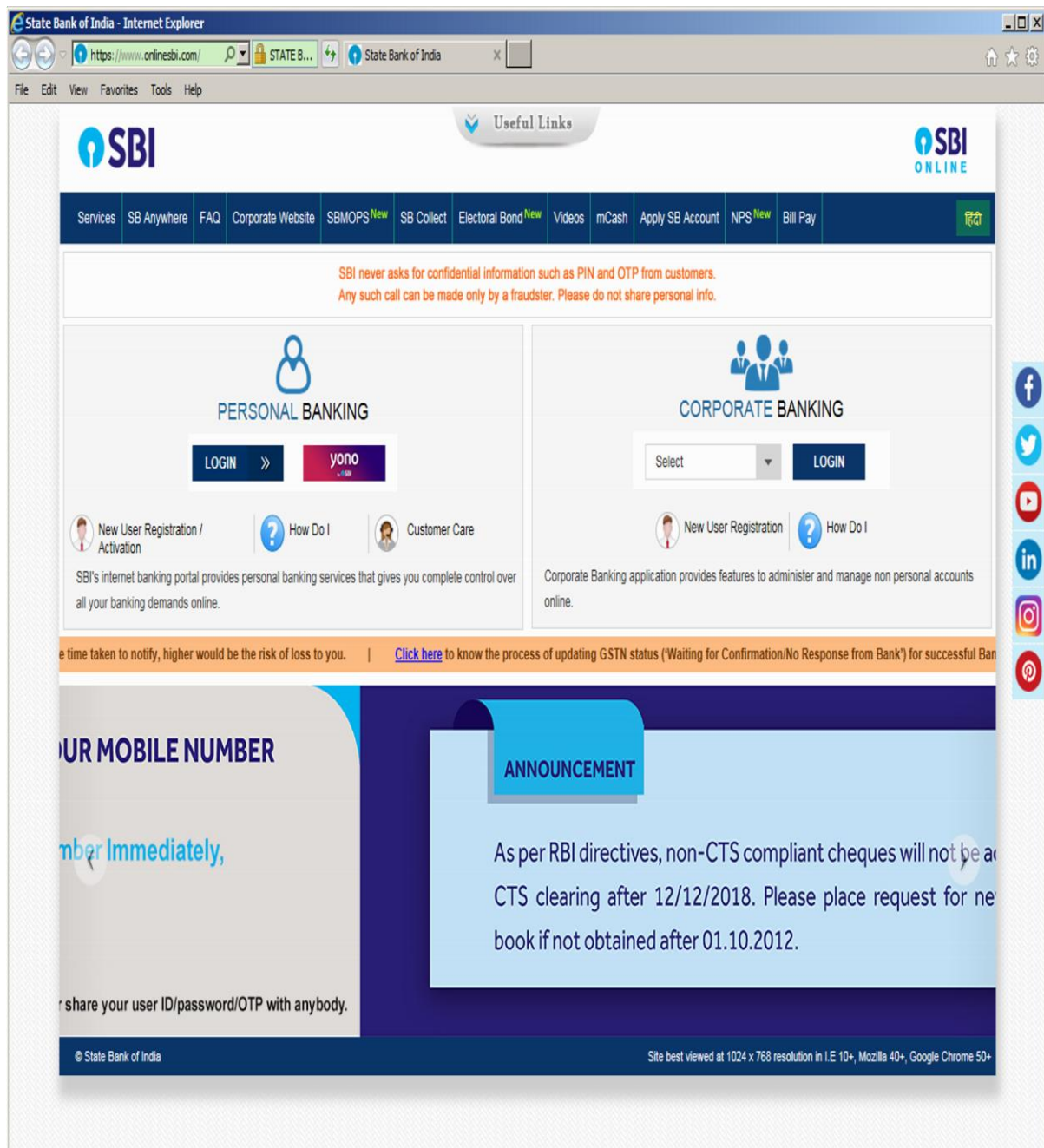
		GST Number of State Bank of India for Bhubaneswar is 21AAACS8577K1Z1
19	<b>Liquidated Damages for Delay</b>	If the bidder is not able to complete the work 52 days from date of issue of work order, 0.5 % Per week subject to total amount of 5% of Contract Value.
20	<b>Working Schedule for Commercial Buildings</b>	In Co-ordination with all the other agencies without disturbing the functioning of the Bank.
21	<b>Defects Liability Period</b>	12 Months (Twelve months)
22	<b>Contact Person, Phone No of officials.</b>	<u>For Technical queries:</u> Shri Tapan Ku. Behera, Dy. Manager (Elect.) SBIIMS Pvt. Ltd. Bhubaneswar, Email : tapan.behera1@sbi.co.in, Circle Head: 0674-2600570 & <a href="mailto:headbhu.sbiims@sbi.co.in">headbhu.sbiims@sbi.co.in</a>

- Scanned copy of payment receipt of tender processing fee and EMD must be uploaded. However. Physical copy of EMD to be submitted at given address within due date of tender.
- The SBIIMS reserves the right to cancel or postpone the tenders at any stage without assigning any reason.
- Scan copy of valid dealership certificate should be uploaded, failing which tender summarily rejected
- Scan copy of authorization letter from manufacturer to be uploaded
- Scan copy of process compliance form & Letter of Undertaking in company letter head duly signed and stamped by authorize representative.
- Firm should be visit the website till last date of submission for changes/ corrigendum if any
- Tender documents found partly or fully modified / altered/ corrected etc. shall stand summarily rejected.
- The make of materials should be chosen strictly from the approved makes as given in the tender. Using of the multi brands is not permissible. Single brand should be used for entire project.
- 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.
- ANY CLARIFICATIONS SOUGHT AFTER OPENING OF THE TENDERS WILL NOT BE ENTERTAINED AT ANY COST.

**AVP& CIRCLE HEAD,  
SBIIMS PVT. LTD**

### Annexure-I

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



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

## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR


State Bank Collect - Internet Explorer

https://www.onlinesbi.com/sbico STATE B... State Bank Collect

File Edit View Favorites Tools Help

**SBI** State Bank Collect

Products & Services Know More



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

**DISCLAIMER CLAUSE**

**Terms Used**

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

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

**Proceed**

© State Bank of India Privacy Statement Disclosure Terms of Use

“Proceed” will lead to the next page:



## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

The screenshot shows the State Bank Collect website in Internet Explorer. The browser address bar displays <https://www.onlinesbi.com/sbico>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area is titled "State Bank Collect" and shows the date "09-Jan-2019 [12:23 PM IST]". The form prompts the user to "Select State and Type of Corporate / Institution". It features two dropdown menus: "State of Corporate / Institution \*" and "Type of Corporate / Institution \*", both with "----- Select State -----" and "----- Select Type -----" respectively. A "Go" button is located below the dropdowns. A red error message box states: "Mandatory fields are marked with an asterisk (\*)" and "State Bank Collect is a unique service for paying online to educational institutions, temples, charities and/or any other corporates/institutions who maintain their accounts with the Bank." The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

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

The screenshot shows the State Bank Collect website in Internet Explorer. The browser address bar displays <https://www.onlinesbi.com/sbico>. The page header includes the SBI logo and "State Bank Collect". Below the header, there is a navigation bar with "State Bank Collect" and "State Bank Mops". The main content area is titled "State Bank Collect" and shows the date "09-Jan-2019 [12:25 PM IST]". The form prompts the user to "Select from Commercial Services". It features a dropdown menu labeled "Commercial Services Name \*" with "-- Select Commercial Services --". Below the dropdown, there are "Submit" and "Back" buttons. A red error message box states: "Mandatory fields are marked with an asterisk (\*)". The footer includes "© State Bank of India" and links for "Privacy Statement", "Disclosure", and "Terms of Use".

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



## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

The screenshot shows the SBI State Bank Collect website in Internet Explorer. The browser address bar shows <https://www.onlinesbi.com/sbico>. The page header includes the SBI logo and navigation links for 'State Bank Collect' and 'State Bank Mops'. Below the header, there is a section for 'SBI Infra Management Solutions Pvt Ltd' with its address: 'Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, , Mumbai-400021'. The main form area is titled 'Provide details of payment' and contains a dropdown menu for 'Select Payment Category \*' with the option '-- Select Category --'. Below this, there is a text input field for 'Enter Tender ID \*' and a 'Submit' button. A red box contains the following instructions:

- Mandatory fields are marked with an asterisk (\*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008

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

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

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

The screenshot shows the SBI State Bank Collect web portal. The header includes the SBI logo and navigation links. The main content area displays the company name 'SBI Infra Management Solutions Pvt Ltd' and its address. Below this, there is a section titled 'Provide details of payment' with a form containing the following fields:

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

Below the payment details, there is a section for user information:

- Please enter your Name, Date of Birth (For Personal Banking) / Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint your e-receipt / remittance(PAP) form, if the need arises.
- Name \*: [Text Box]
- Date Of Birth / Incorporation \*: [Text Box] (with a calendar icon)
- Mobile Number \*: [Text Box]
- Enter the text as shown in the image \*: [Text Box] (with a CAPTCHA image showing '39E10')

At the bottom of the form, there are three buttons: 'Submit', 'Reset', and 'Back'. A red box contains the following instructions:

- Mandatory fields are marked with an asterisk (\*)
- The payment structure document if available will contain detailed instructions about the online payment process.
- Date specified(if any) should be in the format of 'ddmmyyyy'. Eg., 02082008

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

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

### INSTRUCTIONS TO TENDERERS

Online, e tenders are invited in two bid for Air-conditioning works at SBI Main Branch, Unit-1, Bhubaneswar. Manufacturers / approved dealers of reputed AIRCONDITIONING brands is only eligible to apply.

1. Submission of BIDs/Tender Documents: Indicative Price Bid should be submitted online in the website <https://etender.sbi>. In addition, scanned copy of the following document should be submitted online
  - i) Tender document cum Processing Fees.
  - ii) Earnest Money Deposit (EMD).
  - iii) Process compliance form in company letter head duly signed and stamped by authorize representative.
  - iv) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.
  - v) Copy of valid dealership certificate.
  - vi) Copy authorization letter from manufacturer for participation in this tender
2. Contractors should submit/sent physical copy of **EMD** to be submitted **on or before 25.11.2019, 02.00 PM, to** the office of the The Asst. Vice President & Circle Head, SBIIMS Pvt. Ltd, 4<sup>th</sup> Floor, SBI LHO Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001 The tender will be rejected if the tenderer fails to submit the above documents such as soft copy of complete tender documents, scanned copies of Dealership certificate, letter of undertaking, EMD and Cost of tender document.
3. Contract documents consist of detailed plans, technical specification, schedule of quantities of the various classes of work to be done, and the set of 'conditions of contract' to be compiled with by the person whose tender may be accepted. The documents are available in the website <https://etender.sbi>
4. Tenders should be submitted online **25.11.2019 up to 02.00 PM**. The e-Tender will be opened on **to 25.11.2019 at 02.30 PM**.
5. **Cost of tender document Rs.3000.00/-** to be paid online and **EMD amount to Rs.15,000/-** and is to be deposited in the form of Demand Draft/ Banker's Cheque payable at Bhubaneswar and drawn in favor of "SBI Infra Management Solutions Pvt. Ltd.", otherwise the tender is liable for rejection.
6. The successful tenderer will have to pay an amount of **Initial Security Deposit**, which shall be 2% of the accepted value of the tender including the EMD, by means of D.D. in favor of the **State Bank of India**, payable at **Bhubaneswar**. The Initial security deposit is to be paid by the Contractor to Bank within 15 days of intimation to him of the acceptance of the tender. No interest is allowed on the above said security deposit(EMD, ISD). EMD obtained in the name of **SBI Infra Management Solutions Pvt. Ltd** shall be returned to them.
- 7.

8. Retention Money & ASD: From each running bill, an amount at the rate of 10% of the gross value of the running bill or from final bill shall be recovered as retention money, till the total retention amount including the EMD and ISD amounts already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit, which consists of three components
- a) EMD - Earnest Money Deposit.
  - b) ISD - Initial Security Deposits.
  - c) RM - Retention Money.

#### ADDITIONAL SECURITY DEPOSIT(ASD)

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

9. Completion of work:
- i) The work shall be considered as complete only when the certificate of virtual completion is issued by the architects/Bank/SBIIMS.
  - ii) The 'defects liability period' as prescribed in the contract shall commence only from date of such virtual completion.
  - iii) Any defect that may appear within the defects liability period shall be rectified by the contractor within reasonable time on receipt of necessary instructions from Bank to that effect.
10. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
11. All compensation or other sums of money payable by the Contractor to 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 7 days of being asked to do make good in by DD any sum which have been deducted from his security deposit.
12. Tender containing any condition leading to unknown / indefinite liability, are liable to be summarily rejected.
13. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. The tenderer should quote their (own) rates for undertaking the work.
15. GST as applicable will be reimbursed by Branch/Bank as specified in NIT.
16. All taxes other than GST, other statutory obligation in respect of this contract, as applicable, shall be payable by contractor including transportation and TA / DA of the workers at site and the Bank will not entertain any claim whatsoever in this respect

17. I.T. will be recovered @ 2 % plus surcharge or as applicable as per Government Rules
18. Time is the essence of the contract. The work should be completed in **45 days** from the date of the work order issued to the contractor to commence the work. The successful Contractor will have to give CPM/PERT chart of various activities of works to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.
19. Tenders for works shall remain open for acceptance for a period of 90 days from the last date of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and condition of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money.
20. The successful tenderer, after the work is awarded, he will have to enter into an agreement with the competent authority of the bank.
21. The tenderer, must co-ordinate with the other agencies such as (I) Interior (II) Electrical etc.
22. The tenderer should visit the site to ascertain the working conditions and local authority regulations / restrictions if any and other information required for the proper execution of the work.
23. The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load and the same must be accounted in the costing. Please note that no separate cost shall be allowed for head load.
24. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at time of allotment / execution of work. Bank reserves the right to omit / delete any item(s) of work from the schedule at the time of allotment / before. Contractor will be paid for the actual work done at the site duly verified by the concerned official of the bank.
25. The unit price shall be deemed to be fixed price. In case of extra items, a record of labour charges paid shall be maintained and shall be presented regularly to the Employer's for checking. The settlement will be made based on figures arrived at jointly and taking unit price given in the contract assigned to the successful Tenderer. In case of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.
26. If the rate quoted by the contractor for any item / items are not workable or abnormally lower than the market rate, the bank may demand Bank guarantee from the contractor for satisfactory completion of these work. The bank guarantee amount will be not less than 50% of the estimated amount of the items for which the rates are not workable or abnormally low. This bank guarantee will be released after completion of these works (unworkable and abnormally low rated items) to the satisfaction of the bank.
27. The contractor shall submit the bar chart/ CPM/ PERT as well as shall submit the insurance cover for the work in the form of CAR policy and Third Party Insurance within seven (7) days from the acceptance of work order.

## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

28. The work has to be started within 7 (Seven) Days from the date of receipt of work order/ mark out at site; whichever is later. In case of work not being started within this stipulated period, the bank reserves the right to cancel the work order duly forfeiting the Earnest money deposit
29. No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.
30. Contractor/vendor should get approval of the samples of materials in advance with Bank's Engineer before use of the same in the work'
31. Bank has the right to offer the contractor to modify the old material wherever/ whenever necessary instead of new supplies
32. The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes(excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work
33. The tenders shall summarily rejected, if any one of the above said requirements has not been complied with.
34. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever
35. The contractor should fulfill the labour regulation guidelines stipulated by the governments
36. No advance payment in any form will be granted for the works proposed
37. Period of taking up the final bill will be one month from/ after satisfactory virtual completion or the date of submission of the final bill whichever is later.
38. Contractor is advised **not to engage child labour during the contract period**

**ASST. VICE PRESIDENT & CIRCLE HEAD ,  
SBIIMS PVT. LTD**

**READ, UNDERSTOOD AND ACCEPTED**

**A. CHECKLIST OF DOCUMENTS TO BE UPLOADED ONLINE.**

- i) Tender document cum Processing Fees payment receipt.
- ii) Earnest Money Deposit (EMD).
- iii) Process compliance form in company letter head duly signed and stamped by authorize representative.
- iv) Letter of Undertaking in company letter head duly signed and stamped by authorize representative.
- v) Copy of valid dealership certificate.
- vi) Copy authorization letter from manufacturer for participation in this tender **(Tender Name/No to be specified in the letter).**

**B. CHECKLIST OF DOCUMENTS TO BE SUBMITTED AT OUR OFFICE.**

- i) Earnest Money Deposit (EMD).



**PROCESS COMPLIANCE FORM**

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

To

Date:

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

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

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for "Air-conditioning works at SBI Main Branch, Unit-1, Bhubaneswar " This letter is to confirm that:

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

## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II & III and the format as requested by SBI / ETL.

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

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

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

With regards

Signature with company seal

Date:

Name :

Company / Organization

**PRICE CONFIRMATION LETTER (ANNEXURE II)**

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

To,

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

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR  
THE ONLINE E-TENDERING FOLLOWED BY E-REVERSE AUCTION FOR AIR-  
CONDITIONING WORKS AT SBI MAIN BRANCH, UNIT-1, BHUBANESWAR**

E-tendering/E-Reverse Auction Date:

Dear Sir,

We confirm that we have quoted.

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

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

Yours sincerely,

For \_\_\_\_\_

Name:

Company:

Date:

Seal:

**PRICE BREAK UP (ANNEXURE III)**

**Price Break up**

**As per tender document**

**(G) Contact Information:**

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

**FORM OF SUBMISSION OF TENDER**

(To be filled by the tenderer)

The Asst. Vice president & Circle Head,  
SBI Infra Management Solutions Pvt. Ltd.  
4<sup>th</sup> Floor, SBI LHO Building,  
III/1, Pt. J N Marg, Bhubaneswar – 751001

Dear Sir/s,

**Ref: AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, UNIT-1, BHUBANESWAR**

I/We hereby declare that I/ We have carefully gone through the conditions laid down in the Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates, Form of Agreement, General Specification, Approved manufacturers/ natural source of materials Technical Specifications of schedule of quantities, and clearly understood all the same and on the basis of the same I/ We have quoted our rates in the Schedule of Quantities (i.e. BOQ) attached with the tender documents.

I / We do here by undertaken to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

I/ We are depositing a sum of **Rs 3000/- (Rupees Three Thousand only )** towards cost of tender through SBI collect and **Rs.15,000/-** as Earnest Money Deposit by way of demand draft drawn in favor of State Bank of India. Payable at Bhubaneswar; along with this tender for due execution of the work at my/ our tendered rates.

In the event of this Tender being accepted I/ We agree to enter into the agreement and submit the declaration/letter of undertaking on requisite non-judicial stamp papers as and when required and execute the contract according to your form of Agreement etc., in default whereof, I/ We do hereby bind my-self / ourselves to forfeit the aforesaid deposit.

In the event of this Tender being accepted I/ We agree to obtain the labor license and the CAR and Third party insurance policy and deposit the balance E.M.D. amount and adhere/comply to all other instructions as given in TENDER DOCUMENT.

I / We further agree to complete the work included in the said schedule of quantities within **45 day's** time from the date of commencement.

Date of commencement shall be either one week from the date of work order issued to the contractor or the date on which mark out of work at site has been given to contractor; whichever is later.

I / We agree not to employ sub-contractors other than those that may be approved by Employer.

I / We agree to pay all taxes(except GST), insurance charges as prevailing from time to time, on such items for whom same is to be levied by/ for the government, and the rates quoted by me / us are inclusive of all the same.

Yours Faithfully,  
Contractor's Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature of Witness:

- 1.
- 2.
- 3.

## **GENERAL NOTES**

### **1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER**

- a) Submission of BIDs/Tender Documents: As per NIT
- b) In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, the legal documents in support thereof must be produced for inspection and the same in the case of the firm carried out by one member of a joint family. It must disclose that the firm is duly registered under the India Partnership Act. Any tender signed by a member not holding a power of attorney shall be treated as invalid.
- c) Tenderer shall note that their tenders shall remain open for acceptance for a minimum period of three months from the last date of receipt of tenders. The tenders must be unconditional. Conditional tenders may be summarily rejected.

### **2. RATES TO INCLUDE:**

While quoting their rates the tenderer should include the following if otherwise not stated herein before.

- a) The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastage's, Octroi, Insurance, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work.

### **3. STORAGE OF MATERIALS:**

The contractor shall not store their materials and debris within the premises other than the work site handed over to him.

### **5. LABOUR HUTMENT:**

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

### **6. IDLE LABOUR:**

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

7. The contractor shall engage one competent person at site who shall take the instructions from the Employer. The work should not suffer due to lack of supervision, manpower and materials.

8. The Contractor is required to co-ordinate his works along with other agencies working at site. He has to reimburse any of the damage made by him or any of his representatives for any of the other agency or owner at site.

## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

**9.** Making of any cut-out / opening for electrical wiring / fitting in any of false ceiling, partition, Paneling, masonry work etc., and providing panels of the same finish in partitions, paneling shall not be paid extra.

**10.** The contractor is required to fabricate a sample where required, or any item so installed for approval. Any changes made by the Architect/Employer, in the sample to the specifications as mentioned in the tender, shall not be deducted or paid extra.

**11.** All measurements given in the schedule hereunder are for the purpose of tender only. Payment will be made on actual measurement of the work done

**12.** All measurements shall be as per relevant I.S. standards



## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per standard specifications and under the direction of Employer.

### 1. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- a) **Employer:** The term employer shall denote **SBI Infra Management Solutions Pvt. Ltd having office at LHO, Bhubaneswar, III/1, Pt. J N Marg, Bhubaneswar** and any of its employees representative authorized on their behalf.
- b) **Architects / Consultants:** The term Architects shall mean.....,
- c) **Contractor:** The term contractor shall mean \_\_\_\_\_ (Name and address of the contractor) and his / their heirs, legal representatives, assigns & successors.
- d) **Site:** The site shall mean the site where the works are to be executed, i.e. **Bhubaneswar Main Branch, 2<sup>nd</sup> Floor, Unit -1, Bhubaneswar, State: Odisha** including any building and erection thereon, allotted by the employer for the contractors use.
- e) **Site Engineer:** Any Engineer appointed from time to time by the Employer and certified in writing to the Architects and the Contractor, to be positioned at site to supervise the work.
- f) **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer or Architects during the execution of the work.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer / Architects shall be given access to such drawings or schedule of quantities wherever necessary.

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and / or dimensional sketches therefore and have it confirmed by the Employer as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- **“The Works”** shall mean the work or works to be executed or done under this contract.

- **“Act of Insolvency”** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency act or any amending status.
- **“The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming part of this contract.
- **“Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- **“Contract”** shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.
- **‘Contract Price’** shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.
- **‘Notice in Writing’** or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- **‘Net Prices’** any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression ‘net rates’ or ‘net prices’ when used with reference to the contract or account shall be hold to mean rates or prices so arrived at.
- **‘Virtual Completion’** shall mean the premise is in the opinion of the Employer fit for occupation.
- Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice verse where the Context requires.

## **2. SCOPE OF WORK/ CONTRACT**

The Brief Scope of work involves the following.

1. Main Panel Installation, DB installation, Ac wiring etc (Not Applicable)
2. Fan point wiring, light point wiring (NA)
3. Installation of switch boards, Light fixtures etc (NA)
4. Supply and installation of lights, fans (NA)
5. **Supply and Installation of Air Conditioner as per BOQ.**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Architect with approval of Employer or Employer issue further drawings

and/or written instructions, detailed directions and explanations which hereafter collectively referred to as 'Instructions' in regard to:

- The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- The demolition removal and / or re-execution of any work executed by the contractor/s.
- The dismissal from the work of any persons employed there upon.
- The opening up for inspection of any work covered up.
- The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent / Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his agent / Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. The employer as provided in clause "variation" shall fix rates of items not mentioned in the priced schedule of quantities.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

### **3. TENDERER SHALL VISIT THE SITE**

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.

### **4. TENDERS**

The Employer reserves the right to reject the lowest or any tender.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis.

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

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of

work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer / Architects.

The employer has power to add, omit from any work as shown in drawings or described in specifications or include in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.

## **5. AGREEMENT**

The successful contractor will be required to sign agreement in accordance with the draft agreement enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering such formal agreement is subsequently executed.

## **6. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:**

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer / Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer / Architects on receipt of such intimation shall give a decision within a reasonable time.

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

## **7. TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all taxes (except GST) and duties royalties, cess ,local charges if applicable. No extra claim on this account will in any case be entertained.

## **8. NOTICES AND STATUTORY REGULATIONS:**

The contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works.

The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labor (Regulation and Abolition) Act 1970.

## **9. QUANTITY OF WORK TO BE EXECUTED**

Signature of the Contractor

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error may be discovered therein. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and / or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

#### **10. OTHER PERSONS ENGAGED BY THE EMPLOYER**

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by the other Agency, or persons and contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in his regard.

#### **11. Tenderer should deposit EMD as mentioned in the NIT.**

#### **12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing , refer the same to the Employer / Architects whose decision shall be final and binding.

#### **13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART**

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same. On or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for the extension of time hereinafter contained.

If in the opinion of the Employer/Architect the works be delayed:

- a) By force major or
- b) By reason of any exceptionally inclement weather or
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default or
- d) By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Architect and not referred in the Schedule of Quantities and / or specifications or
- e) By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions, the employer shall make a fair and reasonable extension of time for completion of the Contract works

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

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Program for carrying out the work stage in the stipulated time for the approval of Architect / Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the employer within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labour etc accordingly.

Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract

#### **14. LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the Employer /Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

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 0.5% of contract amount for each week beyond the date that the work remains incomplete subject to maximum of 5%of the contract value (without extra items).

#### **15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS.**

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Architects during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer / Architects, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer / Architects at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties, and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. **Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtain prior to placement of order.**

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

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

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

Contractor should take all precaution to safeguard the flooring and if any damages to the flooring should be rectified by the contractor in the same quality at his own cost.

#### **16. REMOVAL OF IMPROPER WORK**

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

#### **17. SITE ENGINEER**

The Employer may appoint a Site Engineer or clerk of works who shall be representative of the Employer. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Employer.

The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the employer/Architect is obtained, the work will from time to time be examined by the Architect or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Architect / Employer.

#### **18. CONTRACTOR'S EMPLOYEES**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer / Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall



employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall not employ labour below the age of Sixteen years and who is not an Indian National.

Any laborer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

### **LOCAL LAWS, ACTS, REGULATIONS**

The contractor should abide by the central labour regulation and also shall strictly adhere to all prevailing labour laws inclusive of contract labour (Regulation and abolition act of 1970) and other safety regulations. The agency shall comply with the provision of all labour legislation including the latest requirements of all the acts, laws, any other regulations that are applicable to the execution of the tests.

- Minimum wages act, 1948 (Amended)
- Payment of wages act, 1936 (Amended)
- Workmen's compensation act 1923 (Amended)
- Contract labour Regulation and Abolition act 1970 and Central rules 1971 (Amended)
- Chief Labour Commissioner( C) , Ministry of Labour & Employment vide Gazette notification No.F.No.1/13(3)/2017-LS-II dated 20th April 2017 on minimum wages
- Apprentice act 1961 (Amended)
- Industrial employment (Standing order) Act 1946 (Amended)
- Personal injuries (compensation insurance ) Act 1963 and other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Shop and Establishment Act
- Employer's Liability Act.
- Any other Act or enactment thereof and rules framed there under from time to time.

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

The contractor shall comply at his own cost with the order for requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the laborers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

### **19. DISMISSAL OF WORKMEN**

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any

claim for compensation or damages against the Employer or any of their officer or employee.

## **20. ASSIGNMENT**

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

## **21. INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC.**

**The contractors under the terms of the contract are required to keep the works duly insured under CAR Policy(Contractor All Risk Policy) as well as third Party Insurance for the value of 110% of the Project value or Tender value until the Completion of the project or handing over whichever is later. The insurance policies should be taken in the joint names by the contractors and the same should be renewed at appropriate time.**

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury of damage under any acts on compensation or damage consequent upon such claim.

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

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

## **22. MEASUREMENTS**

Before taking any measurement of any work the Site Engineer or employer's representative shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the

difference within a week from the date of measurement in the manner required by Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and contractor shall have no right to dispute the same.

The Employer / Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

### **23. PAYMENTS**

All bills shall be prepared by the contractor in the form prescribed by the Employer's / Architects. Normally one interim bill shall be prepared each month subject to minimum value as stated in these documents.

The bills in proper forms must be duly accompanied by detailed measurements in M-book in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

The Employer will deduct IT, other applicable taxes if any (but GST is reimbursable) and retention money as described in this document. The refund of retention money will be made as specified.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removal and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion and payment shall be made within one month from the date of receipt of the bill.

### **Final Payment**

The final bill shall be accompanied by a certificate of completion from the Architects. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period after receiving the Branch Manager/Engineer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

### **24. VARIATION / DEVIATION**

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer / Architect can increase or decrease any quantities to any extend or even delete particular item as per the site requirements and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account.

The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

## **25. SUBSTITUTION**

Should be contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/ Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer / Architect has to be obtained in writing.

## **26. CLEARING SITE ON COMPLETION**

On completion of the works the contractor shall clear away and remove from the site all machinery, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

## **27. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the amount retained(retention money) together with any expenses the Employer may have incurred in connection therewith.

## **28. CONCEALED WORK**

The contractor shall give due notice to the Employer/Architects whenever any work is to be covered up or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such covering, in default whereof the same shall, at the opinion of the Employer/ Architect be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.

## **29. IDLE LABOUR**

Whatever the reasons may be, no claim for idle labor, additional establishment cost of hire and labor charges of tools and plants would be entertained under any circumstances.

## **30. SUSPENSION OF WORKS**

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in

writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 31 (Termination of Contract by Employer)

### **31. TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to contractor, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials of workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear das notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determine and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants tools scaffolding sheds machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person 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 contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by

way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

### **32. ARBITRATION**

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

i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/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 respective Circle/Vice President, SBIIMS, of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.

ii) The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

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

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

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

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

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid



## **SPECIAL CONDITIONS OF CONTRACT**

### **1. DRAWINGS AND SPECIFICATIONS:**

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architect/Employer, and in accordance with such written instructions, directions and explanations as may from time to time be given by the Employer/Architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor that it is not comprised in or reasonably to be inferred from the contract he shall before proceeding with such work, give notice in writing to this effect to employer/Architect, and in the event of the employer/Architects agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Architect and the contractor fail to agree as to whether or not there is an extra, then, if the Employer/Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and if so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself an order for variation unless, in addition to the employer/Architect's signature, it bears express words stating that it is intended to be such an order or bears a remark '**VALID FOR EXECUTION**'. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 (Authorities notices, patent right and royalties) or by the Authorities of directions in drawing of the Architect as herein mentioned.

One complete set of the signed drawings and specification and schedule of quantities shall be furnished by the Architect to the Contractor. The Architect shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which in his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or his representatives shall, at all reasonable time have access to the same and shall be returned to the Architect by the contractor before the issue of the Final certificate. The contract shall remain in the custody of the Architect, and shall be produced by him at his office as and when required by the Employer or by the contractor.

### **2. INSPECTION OF DRAWINGS**

Before filling in the tender, the contractor will have to check up all drawings/specification and schedule of quantities, and will have to get an immediate clarification from the employer/ Architect on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.

### **3. EXECUTION OF WORK (PRICES TO INCLUDE)**

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Employer / Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer /Architect. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be included in this contract. Rates quoted in the Schedule shall be inclusive of all freights, Royalties, duties, etc., as well as transportation,

so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

The rates quoted in the tender should include all charges for:

- a) Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc
- b) Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c) Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.

The rates quoted by contractor shall include removal of all the existing furniture and other material & dispose them off where ever required including the furniture and material for which the contract has given the pay back offer.

#### **4. SITE SUPERVISION**

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment shall be approved by the Employer / Architect. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

#### **5. DIMENSIONS**

Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Large-scale details take precedence over small scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

#### **6. PROGRAMME OF WORKS**

Contractor shall have to prepare and submit the CPM/PERT charges for employer approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the program of works as per CPM/PERT charts showing the proportionate progress of work.

#### **7. PROCUREMENT OF MATERIALS**

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period. Contractor will get sample of all materials approved by the Employer before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer before procurement. In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same from neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

#### **8. UNFIXED MATERIALS**

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Architect and when the contractor shall have received payment in respect of any certificate in which

the architect shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

## **9. CUSTODY AND SECURITY OF MATERIALS**

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to look after his materials, stores equipments etc.

## **10. RATES**

Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect. Rates quoted by the contractor shall also hold good for any small work at any place at site.

## **11. PRICES FOR EXTRAS ETC., ASCERTAINMENT**

The rates of extra items will be ascertained as below

- a) The rates will be derived from the rates of items already quoted in the original tender for the extra work.
- b) Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, 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 Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.
- c) The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or within three months of the completion of the contract works as defined under clause (Certificate of Virtual Completion)

## **12. EXTRA ITEMS RATES**

The work or extra items shall be started only after the approval of extra items rates by client / Architect. Rates for additional or extra items work which cannot be derived from the contract item rates shall be calculated on the basis of actual cost plus 15 % for profit.

## **13. DRAWINGS AND INSTRUCTIONS**

A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contract, during or before the start of construction work, the Contractor shall inform the employer/Architects in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. In case of other drawing is required by the contractor he will give a minimum ten days notice to the Employer / Architect.

## **14. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT EMPLOYER'S INSTRUCTIONS**

If the contractor after receipt of written notice from the employer/architect requiring compliance with such further drawings and / or instruction, fails within seven days to comply with the same, the Employer / Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the

Employer as a debit or may be deducted from any money due or which become due to the Contractors.

#### **15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR**

The contractor shall furnish the Employer / Architect the following:

- a) Detailed industrial statistics regarding the labor employed by him etc
- b) The Power of Attorney, name and signature of his authorized representative who will be in charges for the execution of work
- c) The list of technically qualified persons employed by him for the execution of this work.
- d) The total quantity and quality of materials used for the works.
- e) The list of plant and machinery employed for this work.

#### **16. ARCHITECT'S DELAY IN PROGRESS**

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation thereto.

#### **17. CERTIFICATE AND PAYMENTS**

#### **18. DELAYED PAYMENTS**

#### **19. FORCE MAJEURE**

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

#### **20. INCOME-TAX**

Income Tax shall be deducted at source by the client from the contractor' interim and final bill payments as per Statutory Regulations.

#### **21. SITE MEETINGS**

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

#### **22. SCHEDULE OF APPROXIMATE QUANTITIES AND RATE**

1. The quantities given herein are approximate and they are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done.
2. It is to be expressly understood that the measured work is to be taken net (notwithstanding) any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the employer and the cost calculated by measurements or weight, at the respective prices, without any additional charge for any necessary or contingent works connected there with. The rates quoted are for work in site and complete in every respects.
3. If any operation of work, which is specified in the respective items mentioned in the schedule of quantities, is not executed by the contractor then proportionately the rate quoted in the schedule shall be re-fixed.

### **23. ACTION WHERE THERE IS NO SPECIFICATION**

In case of any class of work for which there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect

### **24. ACCIDENT AT SITE**

The contractor shall be responsible for the safety of persons employed by him on the works. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

### **25. TYPOGRAPHICAL CLERICAL ERRORS**

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

### **26. WORK PERFORMED AT CONTRACTOR'S RISK**

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repay or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

### **27. SPECIAL CONDITIONS OF CONTRACT**

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.

### **28. CONTRACTOR'S LABOUR REGULATIONS**

Short title:

1. These regulations may be called the "contractor labour regulations."

2. **Definitions :-** in these regulations, unless otherwise expressed or indicated, the works and expressions shall have the meaning hereby assigned to them respectively, that is to say :

(i) "Labour" means worker employed by the bank's contractor directly or indirectly through a sub-contractor or other persons or by an agent on his behalf of a payment not exceeding Rs. \_\_\_\_\_/- per month and will not include supervisory staff like overseers etc.

(ii) "fair wages" means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages prescribed by the government of India in the ministry of labour and employment vide Sl.No. 1917 published in the gazette of India, extraordinary part - ii section (3) sub-section (ii) dated 19-5-1969.

(iii) "contractors" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

(iv) "Wages" shall have the same meaning as defined in the payment of wages act and includes time and piece rate wages.

2. a. Normally working hours if an adult employee should not exceed 9 hours a day and in case of a child 4 1/2 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

2.b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week. he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra.

2.c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of minimum wages (central) rules, 1960 as amended from time to time irrespective of whether such worker is governed by the minimum wages act 1948 or not.

3 Display of notice regarding wage etc. the contractor shall:

(a) Before the commences his work on contract, display and correctly maintain and continue to display correctly maintain in a clean legible condition in conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of workers, giving the rate of wages which have been certified by the executive engineer, ZONAL labour commissioner fair as wages and the hours of work for which such wages are earned, and

(b) Send a copy of such notices to the certifying officer.

- Payment of wages under central govt. wages act:—

(i) Wages due to every worker shall be paid to him direct.

(ii) All wages shall be paid in current coin or currency or in both.

(iii) Arrears claimed after 3 months after the completion of the work shall not be entertained.

- Fixation of wage periods:—

(i) The contractor shall fix the wage periods in respect of which the wages shall be payable.

The minimum daily rates of wages fixed under notification of the government of India in the ministry of labour and employment no. 1972 dated 10-5-78 are inclusive of wages for weekly day of rest and the question of extra payment for week holiday would not arise.

(ii) No wage period shall exceed one month.

(iii) wages of every employed on the contract shall be paid (a) in case of establishments in which wage period is one week within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wages period according to the number of workers employed in such establishment does not exceed 1000 or exceeds 1000.

(iv) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry the day exceeding the one on which his employment is terminated.

(v) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

**Note:** The term "working day" means a day on which work on which the labor employed is in progress.

**6. wage book and wage slips etc. :** the contractor shall maintain a wage book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars :-

(a) Name of the worker.

(b) Rate of daily or monthly wages.

(c) Nature of work on which employed.

(d) Total number of days worked during each wage period.

(e) Dates and periods for which worked overtime.

Signature of the Contractor

- (f) Gross wages payable for the work during each wage period.
- (g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- (h) Wages actually paid for each wage period.
- (i) Signature or thumb impression of the worker.
- (j) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- (k) The contractor shall issue the employment card in the prescribed form iii to each worker on the day of work or entry in to his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that employment card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.

**(l) The contractor shall issue an attendance-cum-wages card as perform:**

Attached to each worker on the day of each worker on entry into his employment.

**7. Register of unpaid wages:** – the contractor shall maintain a register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars:

- (a) Full particulars of the labourers where wages have not been paid.
- (b) Reference number of the muster roll and wage register.
- (c) Rate of wages.
- (d) Wage period
- (e) Total amount not paid
- (f) Reasons for not making payment
- (g) How the amount of unpaid wages was utilized.
- (h) Acquaintance with dates.

**8. Register of accidents:** the contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of wages.
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident
- (g) Date and time when admitted in hospital
- (h) Date of discharge from the hospital
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by the medical officer.
- (k) Claim required to be paid under worker's compensation act.
- (l) Date of payment of compensation.
- (m) Amount paid with details of persons to whom the same was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

**9. Fines and deductions which may be made from wages:**

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:

- (a) Fines.
- (b) Deduction for absence from duty i.e. from the place or the places whereby terms of his employment he required to work. The amount of deduction shall be in proportion to the period for which he was absent.

- (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to this neglect or default.
- (d) Deduction for recovery of advances or for adjustment of over-payment of wages, advance granted shall be entered in a register.
- (e) Any other deduction which the central government may from time to time allow.
- (ii) No fine should be imposed on any worker save in respect of such acts and omission on his part as have been approved by the chief labour commissioner.
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of 45 days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

**10. Register of fines, etc.:**

- (i) The contractor shall maintain a register of fines and a register of deduction for damage or loss in form nos. 1 & 2 respectively which should be kept at the place of work.
- (ii) The contractor shall maintain both in English and the local Indian language, a list approved by the chief labour commissioner clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place of the work.

**11. Preservation of registers:** – the wage book the wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 45 days after the date of last entry made in them and shall be made available for inspection by the engineer-in-charge labour welfare officer or any other officer authorized by the chief labour commissioner in this behalf.

**12. Powers of labour welfare officer to make investigation or enquiry**

The labour welfare officer or any other person authorized by the central government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

**13. Report of labour welfare officer**

The labour welfare officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the executive engineer concerned indicating the extent, if any, to which the default has been committed, with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under clause 14 of these regulations actual payment to the labourers will be made by the executive engineer after the zonal labour commissioner has given his decision on such appeal.

□The executive engineer shall arrange payments to the labours concerned within 45 days from the receipt of the report from the labour welfare officer or the zonal labour commissioner as the case may be.

**14. Appeal against the decision of labour welfare officer:**



Any person aggrieved by the decision and recommendations of the labour welfare officer or other person so authorized may appeal against such decision to the zonal labour commissioner concern within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the executive engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

**15. Prohibition regarding representation through lawyer:**

(a) A workman shall be entitled to be represented in any investigation or enquiry under this regulation by:

(a) An officer of a registered trade union of which he is a member.

(b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

(c) Where the employee is not a member of any registered trade union, by any officer, of a registered union, connected with, or by any other workman, employed in the industry in which the worker employed.

(ii) An employer shall be entitled to be represented in any investigation or enquiry under this regulation by;

(a) An officer of any association of employers of which he is a member.

(b) An officer of a federation of association of employers to which the Association referred to in clause (a) is affiliated.

(c) Where the employer is not a member of any association of employers' by an officer of association of employers connected with or by any other employer, engaged in the industry in which the employer is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

**16. Inspection of books and slips:** The contractor shall allow inspection of the wage books and the wage slips the register of unpaid wages, the register of a accident, and the register of fines and deduction to any of his workers or to his agent at a convenient time and place after due notice is received or to the labour welfare officer or any other person authorized by the central government on his behalf.

**17. Submission of returns:**

The contractor shall submit periodical returns as may be specified from time to time.

□ **Amendment:** the central government may from time to time add to or amend the regulation and on any question as to the application, interpretation or effect of these regulations the decision of the chief labour commission or deputy chief labour commission to the government of India, or any other person authorized by the central government in that behalf shall be final.

□ **Safety code**

Scaffolds:

(i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. when a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder used for carrying material as will, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4) horizontal and 1 vertical)

(ii) Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffoldings or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the

delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

(iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12 feet above the ground level on the floor level. They should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.

□ 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 -3'0". Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

(v) Safe means of access shall be provided to all working platforms and the working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. In length while the width between sides rail in rung ladder width shall in no case be less than 290mm. For ladder up to and including 3m. In length. For longer ladders this width should be increased at least 20mm. for each additional meter or length.

(vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the engineer obtained prior to construction.

**Other safety measures**

(vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

(viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

## FORM OF AGREEMENT

ARTICLES of AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ year 2019 between the **The Asst. Vice President, SBILMS, 4th FLOOR, LHO Building, III/1, Pt. J N Marg, Bhubaneswar-751001** (Hereinafter referred to as the "Employer/Owner/client" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out (Air-conditioning works at SBI Main Branch, Unit-1, Bhubaneswar.) **and shall herein after referred to as "Project"**.

AND WHEREAS for the purpose of the above said project, the Employer invited sealed tenders from experienced, resourceful and bonafied contractors vide his Notice Inviting Tender NO. **BHU201908018** dated. 14.11.2019.

WHEREAS the contractor submitted his Tender Documents containing Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates , Form of Agreement, General Specification, Approved manufacturers/ natural source of materials, Declaration, Letter of undertaking, Technical Specifications as in Schedule of Quantities etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), duly signed on each page as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit

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

AND WHEREAS the Employer has accordingly issued the work order (NO.\_\_\_\_dt.\_\_\_\_\_) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO.\_\_\_\_\_ dt.\_\_\_\_\_ and has also deposited with the Employer a sum of Rs.\_\_\_\_\_ which with the Earnest Money of RS.\_\_\_\_\_ forms the requisite Security Deposit @ 2 % of the accepted Tender Value of Rs.\_\_\_\_\_.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents

The following documents shall constitute the Contract Documents.

I. This Article of Agreement.

II. Tender Document submitted by the Contractor including the "said conditions", N.I.T and Schedule of quantity.

III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.

IV. Work order No. \_\_\_\_\_dt.\_\_\_\_\_

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works shown upon the said drawings etc. and such further detailed

## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned in Article 1 above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Bhubaneswar thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of

State Bank of India Infra Management Salutations Pvt. Ltd., Shri.  
\_\_\_\_\_ its duly authorized official, In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of

The Contractor \_\_\_\_\_ by Shri \_\_\_\_\_ his duly  
authorized official, in the presence of –

1. (Name and Address)

2. (Name and Address)

**ASST. VICE PRESIDENT, SBIIMS**

**READ, UNDERSTOOD AND ACCEPTED**

**SIGNATURE OF THE CONTRACTOR WITH SEAL**

**DATE**

Signature of the Contractor

## TECHNICAL SPECIFICATIONS

Unless otherwise mentioned in item description / bill of quantities and / or instructed by architects/Engineer following specifications shall be adopted. All works to be carried as per detailed execution drawings and instructions of Architect/Engineer in-charge. Sizes mentioned hereunder or elsewhere in these tender documents are finished sizes and center to center distance is the maximum permissible distance.

### DUCTABLE SPLIT AIR CONDITIONERS

All the Duct-able split air conditioners units shall be factory assembled and tested complete in all respects and conforming to Indian/ASHRAE standards. They shall be supplied pre-charged with refrigerant gas and oil ready for installation at site. The Air-cooled split Unit shall be a two piece assembly comprising of the following:

#### DESIGN CRITERIA

**App. Area considered**

**for air-conditioning** : --sq. ft

**Ambient Condition** : Summer : DB 48.0°C (118.4 °F)

WB 37.7°C (100 °F)

Monsoon : DB 32.2°C (90 °F)

WB 30.3°C (86 °F)

**Inside Condition** : DB 24 ± 1°C (75° ± 2°F)

RH 70.0 ± 5%

**Occupancy** : 35 persons (Approx).

**Light Load** : @ 1.0 Watt/sq. ft.

**Fresh air** : 17 CFM/person, as per ASHRAE Standard 62.1-2004.

**Proposed system** .....TR duct able split AC with scroll compressor.

#### CONDENSING UNIT

1. Hermetically sealed Scroll type compressors with refrigerant cooled motor.
2. Air-cooled Condenser with copper coil.
3. Condenser fan with sufficient air discharging capacity.
4. Steel structure with sheet metal casing in which the above are mounted.
5. Automatic capacity control devices along with safety gauges/devices.
6. Full charge of R-134a/ R410A/R407c/R32 along with refrigerant oil.

#### EVAPORATOR UNIT

7. Direct expansion-cooling coil.
8. Inter connected Seam less copper refrigerant piping.
9. Centrifugal fan with motor.

#### COMPRESSOR

The Scroll compressor shall be Hermetically sealed in design. The compressor shall be a direct shaft mounting of the refrigerant cooled hermetic motor.

### **EXTERNAL**

The compressor housing shall be made of gas tight steel shell which is made up of two shells, these shells are welded together to form a Hermetic (Airtight) seal. One shell is fitted with a suction tube and a Glass-matic terminal used for supplying power to the motor, fitted inside the compressor shell and the other is fitted with a discharge tube. The shell also acts as an oil sump.

### **INTERNAL**

The internal parts shall be accurately machined for installation of the required parts. The Impellers, valve plate and connecting shaft shall all be made of Aluminum alloy having high compressive strength.

### **LUBRICATION**

The oil pump formed by drilling number of holes on the surface shall do the lubrication of the bearing. One end of the crankshaft shall be always dipped in the oil.

### **CONDENSER COIL**

The condenser coil shall be internally grooved copper tube with split aluminum fins. The condenser shall be fitted with a fan of propeller type. The condenser shall be built on an air-cooled design using outside ambient air up to 45°C to condense the refrigerant. The condenser coils shall be constructed of 12 mm OD integrally enhanced Seam less copper tubes arranged in staggered rows. This shall have a minimum of 3 rows to provide proper heat rejection. The copper tubes shall be mechanically expanded into lanced and rippled Aluminum fins of minimum 0.1mm thick with 13 fins per inch.

### **CONDENSER FANS**

The condenser fans shall be of propeller type with the motor directly fitted to the shaft of the fan. The fan shall have a minimum of 6 blades for delivering maximum air quantity of air without any motor overloading. The fan blade should be either moulded unbreakable plastic or die cast aluminum material. The motor shall be of TEFC construction and shall be of IP 55 protection with resistant to high ambient.

### **REFRIGERANT PIPING**

The refrigerant piping interconnecting all the condensing unit and the evaporator unit shall be of Seam less copper with tube dia as required and having a wall thickness of minimum 2mm and able to withstand pressure up to 450 PSI. Necessary gas mufflers, flexible connections on discharge and suction side shall be provided to reduce vibration / noise of refrigerant/compressor.

### **SAFETY DEVICES**

The condensing units shall be provided with all necessary safety devices, which are essential for proper operation of the equipment. These shall not be limited to the scope of this specification and shall have all safety devices required for optimum operation of the unit. The following minimum safety devices are suggested:

- Low voltage cutout
- Low evaporating cutout
- In-built internal overload
- Pressure relief valve

- Low pressure cutout
- High condensing pressure cutout
- Motor overload trip/protection
- Thermostat for energy saving

## **MOTOR**

Motor shall be squirrel cage constant speed, suitable for 220+ 10 % volts, 50 Hz, 1phase power

Supply. Motor speed shall not exceed 1450 RPM. The fan and motor combination selected for

Particular requirement shall be for the most efficient type so that sound level and energy consumption is minimal. Motor conduit box shall be mounted on exterior of the casing. Wires from the motor to the conduit box shall be protected from the air stream by enclosing in a flexible metal conduit.

## **EVAPORATOR UNIT**

### **FAN**

Fan impeller and housing shall be fabricated from heavy gauge steel. Fan wheels shall be of double width, double inlet forward-curve mulch-blade type enclosed in Housing and mounted on a common shaft. Fan housing shall be made of die-formed steel sheets with streamlined inlets and guide vanes to ensure smooth airflow into the fans. The fan shall be belt driven with pulley having belt-tension arrangements. All rotating parts shall be statically and dynamically balanced. Fan speed shall not exceed 1500 RPM and maximum fan outlet velocity shall be 450 meters per minute (1500 FPM). The average air quantity for the air handling units shall be 400 CFM per TR of refrigeration. However the fan should be facilitated with capacity adjustment for lower or higher air quantities as per individual air requirements as the site demands. Stretch less V-Belts should be used. The fan shall be able to deliver the desired air quantity with sufficient static pressure for carrying out the ducting and also be able to add fresh air.

## **COOLING / COILS**

Cooling coils shall have 12.5 to 15 mm dia copper tubes min. 24 gauge thick, with aluminum fins firmly bonded to copper tubes assembled in zinc coated steel frame. Face and surface areas shall be such as to ensure rated capacity from each unit and such that the air velocity across each coil shall not exceed 150 meters per minute. The coil shall be pitched in the unit casing for proper drainage. Each coil shall be factory tested at 21 Kg / Sq. cm. air pressure while submerged in water. Tubes shall be hydraulically expanded for minimum thermal contact resistance with the fins. Fin spacing shall be 13 fins per inch. (4-5 Fins/CM.). The units shall be fitted with minimum 3-row coil for giving the cooling effect.

## **STEEL STRUCTURES**

The evaporator unit shall be assembled on formed corrosion resistant galvanized sheet metal steel sections which shall be pretreated and finished with epoxy painting/polyester powder coating. The steel structure shall be sturdy enough to withstand transport without getting distorted and when stationary handle the equipment load. There should be proper encasing of unit with acoustic lining in all inside to reduce noise level of the equipment.

## **MOTOR**

Motor shall be squirrel cage constant speed, suitable for 220+ 10 % volts, 50 Hz, 1phase power

Supply. Motor speed shall not exceed 1450 RPM. The fan and motor combination selected for

Particular requirement shall be for the most efficient type so that sound level and energy consumption is minimal. Motor conduit box shall be mounted on exterior of the casing. Wires from the motor to the conduit box shall be protected from the air stream by enclosing in a flexible metal conduit.

## PERFORMANCE

The performance of the unit shall be proved at site at the time of installation and also the power

Consumption should not exceed the confirmed rating throughout the period of service of the Equipment. The company shall stand guarantee for the aforesaid condition and shall compensate the client in case the power consumption proved at site is more than the stipulated power. The rate of compensation shall be as indicated in penalty clause as given earlier in the conditions of contract. The contractor shall submit along with the tender the rating charts of the machines offered indicating the percentage capacity, power consumed, rated amperage, locked rotor amps and also inrush currents of equipment at maximum ambient conditions.

## HIGH WALL MOUNTED UNITS

- ◆ High Wall mounted units must be compact & stylish design that does not detract from the Décor of the room.
- ◆ 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.
- ◆ Each indoor unit must have electronic expansion valve operated by microprocessor thermostat based temperature control to deliver cooling/ heating as per the heat load of the room.
- ◆ The unit must have provision of adding drain pump kit if required & specified. The drain pump must be suitable to lift drain up to 1000 mm from the bottom of the unit.
- ◆ Unit must be insulated with sound absorbing thermal insulation material, polystyrene/Polyethylene foam. The noise level of unit at the highest operating level shall not exceed 46 dB(A), at a vertical distance of 1.5 m from the grille of the unit.
- ◆ The unit shall be supplied with Resin Net filter with Mold Resistance. The filter shall be easy to remove, clean & re install.
- ◆ The unit grille must be washable with soap solution.
- ◆ It shall be possible to set minimum 5 steps of discharge angle by remote controller.
- ◆ It shall be possible to fit drain pipe from either side of the unit (Left or right)
- ◆ 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 following from the factory with following:

1. Operation Manual
2. Installation Manual
3. Installation panel
4. Paper pattern for installation
5. Insulation tape/ Clamps/ Screws.

**NOTE:** All out – door units shall be mounted on balcony types m.s. angle frame structure. the m.s. angle frame structure shall be painted with enamel paint. the shade of the paint shall be approved by the architect / client.

## GSS DUCTING SHEET METAL WORKS

Sheet metal ducting required for air distribution system is shown in drawings forming part of these specifications. These drawing indicate the duct sizes and configuration required to meet design air distribution requirements and also to provide the Contractor with necessary data for bidding; they are not meant to serve as working drawings which will have to be prepared by the successful contractor, giving due attention to the structural features of the building and to other site requirements, as well as partition layouts, lighting and false ceiling patterns etc, and for which approval has to be obtained from the Consultants/Owners.

1. GSS sheets shall be used for ducting. Only new, fresh, clean (unsoiled) and bring sheets shall be used.
2. The thickness of the sheets to be used shall be as shown in the table below:

### RECTANGULAR DUCT

Dimensions of Ducts (mm)	Guage- GI	Guage- Aluminium	Types of joints	Type of Bracings.
<b>Upto 600</b>	<b>24</b>	<b>22</b>	G. I. Flange at 2.5 Center.	Cross Bracings.
<b>601 to 750</b>	<b>24</b>	<b>22</b>	22 x 25 x 3 mm angle frame with 6mm dia nuts and bolts.	25 x 25 x 3 mm MS angles bracing at 1500mm from joints.
<b>750 to 1000</b>	<b>22</b>	<b>20</b>	25 x 25 x 3 mm angle frame with 6mm dia nuts and bolts.	25 x 25 x 3 mm MS angles bracing at 1500mm from joints.
<b>1001 to 1500</b>	<b>22</b>	<b>20</b>	40 x 40 x 5 mm angle frame with 8 mm dia nuts and bolts.	40 x 40 x 3 mm MS angles bracing at 1500mm from joints.
<b>1501 to 2250</b>	<b>20</b>	<b>16</b>	50 x 50 x 3 mm angle to be cross braced diagonally with 10 mm dia. nuts and bolts with 125 center	40 x 40 x 3 mm MS angles bracing at 1200mm from joints. or 40 x 40 x 3 mm MS angle diagonal bracing.

Sheet metal ducts shall be fabricated as per ISI Standards/SMACNA out of galvanized steel sheets. Sheets used shall be produced by hot dip process and galvanizing shall be Class VI - Light Coating of zinc nominal 185 gm/sq. m.

## HANGERS FOR DUCT

Duct Size (mm)	Spacing (M)	Size of MS angle (mm x mm)	Size of rod – dia (mm)
Up to 750	2.5	40 x 3	10
751 to 1500	2.0	40 x 3	12
1501 to 2250	2.0	50 x 3	15
2251 and above	2.0	50 x 3	15

➤ The fabrication of the ducting including details of transverse joint connections, bracing, seams, etc., for longitudinal joints etc., will be generally as per ISS-655-1963, the intent being to obtain duct pieces that are robust and rigid enough to preclude flutter, buckling etc., and to avoid air leakage's

➤ Angle iron flanges shall be used

➤ All supports for ducting shall be provided by the successful contractor, MS angles, rods and other sections shall be used as required for the purpose. The supports shall be taken independently to the building structure, in other words they should not be tied on to supports for light fixtures.

➤ All bolts, nuts, rivets, washers, etc., used for duct joints shall be of GI and not MS.

➤ All duct joints shall be made tight and the interior surfaces shall be smooth. Necessary gaskets of rubber or similar material shall be used to secure tightness of joints.

➤ ALL MS angles, flats, etc., used for flanges, stiffening etc., shall be finished with two coats of Red Oxide and one coat of Black paint. These requirements shall apply to supporting Arrangements / members also.

➤ Minimum thickness of structural members employed for supports shall be as per IS 800.

➤ where ducting is supported from ceiling/ roof slab, Anchor grip bolts shall be used to fasten the suspension rods (for duct supports) to the ceiling/ roof slab.

➤ All civil works involved including the drilling of holes for fixing the grip bolts and any chipping and finishing of the ceiling/ roof slab, if found unavoidable, shall be carried out by the Successful contractor at no extra cost.

➤ Elbows, bends, offsets, etc. should be fabricated with a width to radius ratio of not less than 1.0 to 1.5. Alternately, turning vanes should be provided at intervals so chosen that the aspect ratio of the various sections so formed by the vanes will be at least five.

➤ Turning vanes shall be provided at branch take-offs and collars wherever possible. Similarly, straightening vanes shall be provided in all the collars unless and except in case where conditions at site do not permit their installation.

➤ All supply air diffusers shall be of powder coated extruded aluminum sections and removable core type. Volume control dampers shall be provided for all diffusers.

Signature of the Contractor

- Return air diffusers shall be identical to supply air diffusers except that they do not incorporate volume control dampers.
- Supply air grilles shall be double deflection type & powder coated extruded aluminum construction. They shall be complete with volume control dampers of aluminum mounted on grilles. The vanes at the front shall be horizontal while those the rear shall be vertical. The width of the perimeter flanges shall be 32 mm. The vanes shall be 3 mm thick and 25 mm deep.
- Return air grilles shall also be Powder coated extruded aluminum construction. They shall incorporate (only) horizontal vanes, which shall be fixed. The perimeter flanges shall be 32 mm width. The vanes shall be 3 mm thick and 25 mm deep. The pitch of vanes shall be 20 mm.
- All dampers shall be louvered dampers (of GI) of robust construction and tightly fitted in epoxy painted MS angle iron frame. They shall be provided with suitable links, levers and quadrants as required for their proper operation, control or setting in any desired position.
- Dampers and their operating devices shall be made robust, easily operable and accessible through suitable access doors in the ducts/ false ceiling. Where required, dampers shall have an indicating device, clearly showing the damper position at all times.
- Dampers shall be placed in ducts and at every branch (whether or not indicated on the drawings) for the proper volume control and for balancing the system.
- All sheet metal connections, partitions and plenums required to confine the flow of air to and through the filters, fans, etc., shall be constructed of 18 G GI Sheets, thoroughly stiffened with 25 mm x 25 mm angle iron braces and fitted with all necessary doors as required to give access to all parts or apparatus. Doors shall not be less than 450 mm x 600 mm in size.
- Where sheet metal ducts sleeves terminate in woodwork, brick or masonry openings, Tight joints shall be made by means of closely fitted heavy flanged collars.
- Connection of ducts to fans shall be of suitable flexible synthetic material.
- On completing the erection, the system shall be pressure tested with dry nitrogen or carbon Dioxide. The test pressures shall be as under for R-22

	UOM	Value
<b>High pressure side</b>	kg/sqcm(psi)	28.5 (420)
<b>Low pressure side</b>	kg/sqcm(psi)	10.0 (150)

1. The systems shall hold the pressure for a minimum period of 24 hours without revealing any leaks. After the leak test has been completed successfully, the pressure due to the nitrogen gas/carbon-di-oxide in the system shall be used to blow-out the system.
2. The system shall then be dehydrated by drawing a vacuum. The vacuum achieved shall be atleast as deep as 500 microns and shall be maintained for a period of atleast 24 hours after the vacuum pump has been shut off.

## THERMAL INSULATION

✓ The scope of this Section comprises the supply and application of insulation to condensate drain piping, refrigerant piping, sheet metal ducting,

✓ The materials used shall be Class O Nitrile foam insulation for suction lines, condensate drain pipes and equipment's. While for sheet metal ducting, Class O Nitrile rubber foam sheet form shall be used.

✓ The Nitrile Rubber Foam used shall conform to the following requirements:

a)	Density	Not less than 43 kg/ cum
b)	K value	Not greater than 0.032 w/m deg C at 0 Deg. C
c)	Water vapour	Not more than $1.9 \times 10^{-11}$ g/s.mPa
d)	Moisture Resistance factor( $\mu$ ):	>10000
e)	Fire Safety	Class O as per BS 476 Part 6

## ACOUSTIC LINING

Where stipulated the supply air ducts – whether of masonry or sheet metal – shall be lined acoustically using 25 mm thick rigid fiber glass boards with 28 guage aluminum perforated facing on one side. The density of the material used shall be 48 kg/ cum.

The rigid fiber glass boards shall be fixed to the inner surface of the ducts so that the plain fiber glass finish facing will be in contact with sheet metal ducting while the face with RP tissue facing will be in contact with air.

The boards shall be fixed using GI bolts, nuts, & washers.

The joints between the boards be sealed using PVC adhesive tapes.

The joints between the boards be sealed using PVC adhesive tapes.

## REFRIGERANT PIPING INSULATION

Insulation of refrigerant piping shall be carried out with Nitrile Rubber material. The Nitrile Rubber shall be closed cell structure of minimum 13mm thickness.

### Application

- Clean the surface of the pipe which is to be insulated.
- Select the size of the section and cut the section longitudinally along with length. The cut shall be straight throughout the length.
- Apply a thin layer of Adhesive on the surface of the Pipe and leave it to dry for 2-3 minutes.
- Fix the insulation material after drying and both the surfaces shall be matched properly.
- Apply self adhesive black cotton tape on both the longitudinal and circumferential joints.

Signature of the Contractor

### **VOLUME CONTROL DAMPERS**

Volume control dampers shall be made out of 1.2 mm thickness galvanized steel sheet frame with 1 mm thick blade. Blades should be double skinned aerofoil construction and opposed blades should be at 50mm pitch centres. The blades should be mounted in nylon bushes operated by an interior wheel gear system. The operating lever or knob shall have locking arrangement and markings of various positions including open and closed position.

### **INSULATION TO REFRIGERANT PIPING**

FR nitrile rubber / cross linked closed cell polyethylene tube insulation of 9mm up to 1" dia pipes and 13mm thick for 1" and above shall be used for copper piping both for suction line and liquid line. All joints shall be sealed with self-adhesive tape or with heat.

### **COMMUNICATION CABLE AND CONTROL CABLING**

Communication cable and control cabling: Communication cable and control cabling should be of nonpolar shielded 2 core cable shall be laid in 20 mm dia PVC conduits of required size. PVC conduit should be clamped neatly maintaining a distance from power cables, Cable terminations and dressing shall be done properly and neatly.

### **DRAIN PIPING**

PVC drain piping shall be used for the drain piping. Proper care shall be taken to lay the drain piping with sufficient slope and should be clamped or supported at 1.5 m interval. All drain pipe joints shall be done with adhesive. Drain piping should be tested for leaks before commissioning. After testing for leaks, drain pipe shall be insulated with 6 mm thick nitrile rubber tube insulation. Insulation shall be finished with self-adhesive black cotton tape.

### **SUPPLY AND RETURN AIR GRILLS**

Supply and return air grilles shall be of anodized extruded Aluminum construction with adjustable bars. Supply air grilles shall be generally double deflection type backed with GI damper. The supply/return air grilles being provided with removable key operated volume control dampers. Aluminum supply and return grilles shall be powder coated and should have the color of client's choice as per bill of quantities.

### **SUPPLY AND RETURN AIR DIFFUSERS**

The supply air diffuser shall be provided with removable key operative volume control dampers.

Aluminum supply and return air diffusers shall be powder coated and should have the color of client's choice or shall be extruded Aluminum. Supply/return air linear diffuser shall be extruded

Aluminum construction, square, rectangular, or round diffusers with flush fixed pattern or adjustable flow pattern. Diffusers for different spaces shall be selected in consultation with the Client/Consultants. Supply air diffusers may be equipped with fixed air-distribution grids, removable key-operated volume control dampers, and anti-smudge rings as per requirements of schedule of quantities.

### **FRESH AIR INTAKE AND EXTRACT LOUVERS**

All the louvers shall be rain protection type and shall be fabricated from extruded aluminum section. The louvers shall additionally be provided with heavy duty expanded metal bird screen and Cowl. They shall be factory made with powder coating finish. The louvers shall be provided with control damper with lever for operation and control of fresh air.

**TECHNICAL SPECIFICATIONS: AIR COOLED SPLIT /CASSTEE TYPE AIR  
CONDITIONERS**

**1.0 GENERAL:**

- Air cooled split type air conditioner shall consist of units.
  - Evaporator unit ( indoor unit )
  - Condensing Unit ( Outdoor Unit)
- The evaporator unit comprises evaporator coil, evaporator fan assembly installed together in a single sheet metal casing and with inter-connecting refrigerant piping, refrigerant controls, safety devices, etc., The unit shall be complete with electronic center & control pad incorporating the thermostat & speed control.
- The condensing unit comprise compressor-motor unit, condenser coil, condenser fan, fan control, casing supporting stand etc.,
- Both the evaporator unit and the condensing units shall be factory manufactured.
- The Panel for casing shall be machine pressed and folded. The entire casing shall be factory manufactured, it shall be of robust construction and shall present a neat appearance. The tenderers shall also bring out in their tenders clearly the manufacturing techniques, finishes employed to meet the service conditions involved, etc.,
- The units supplied with control panel incorporating switch fuse units, contactors, over load relays, single phase preventers, push buttons, etc., compressor and condenser fans.

**2.0 EVAPORATOR UNIT.**

- All the components of the evaporator units shall be housed in a sturdy MS/GSS casing. In the case of MS casing, it should be dully painted/treated to resist corrosion, rust and other deleterious effects.
- Removable panels shall be provided to finish access to the cooling coil, fan motor compartments filter to facilitate servicing and maintaince work.
- The fan section shall consist of fan, fan casing ( scroll) shaft and driven motor.
- The fan shall be centrifugal type and impeller shall incorporate forward curved blades. the fan shaft and impeller shall be both statically and dynamically balanced.
- The fan scroll shall be designed and shaped to optimize recovery static pressure and maximize efficiency at rated delivery and static pressure

- The fan shall be direct driven by a TEFC squirrel cage induction motor. the tenderers shall confirm electrical characteristics of the motor as required in technical data.
- The fan motor drive etc., shall all be design and mounted so as to minimize noise and vibration.
- The cooling coil shall be of copper tubes and aluminum fins, the concentration shall be not less than 3/cm (8\in).

### **3.0 CONDENSING UNIT :**

The unit shall be factory manufactured and shall be suitable for outdoor installation. It shall comprise compressor unit, condenser coil, fan motor, drive casing supporting stands etc.,

The compressor unit shall consist of direct driven reciprocating compressor with compressor and motor housed in a common shell, it shall be either hermetic or semi-hermetic type. in case the compressor motor is semi-hermetic type, the end plate shall be bolted to the shell.

The compressor shall be suitable for use with ECO FRIENDLY refrigerant.

The tenderers are required to narrate in detail all protective devices, controls and such other features provided for the compressor motor units offered by them, like high temperature protection and over current protection, high and low pressure cut-outs. low oil pressure protection etc.,

The condensing unit shall be installed on a pedestal on the terrace of the building as shown in the drawing. the fan shall be propeller type direct-driven by an electrical motor. The unit shall be mounted in such a manner as to minimise transmission of vibration to the structure using vibration isolation pads, if necessary to secure satisfactory results.

The casing and structure for the condensing unit shall be of robust construction. The panels shall be of heavy gauge hot dip galvanized steel and they shall be machine-pressed and folded. All joints shall be folded joints. The supporting structure shall use only hot dip galvanized sections, i.e. angels channels etc.,

The tenderers shall bring out in any case clearly, (and in detail) the details of construction of the equipment offered by them, highlighting in particular, the thickness and kind of materials used, manufacturing techniques employed, finish provided for whether protection etc.,

Air cooled condensing unit shall incorporate necessary number of propeller fans of adequate size to obtain the required air flow rate under operating conditions. the fan shall be balanced both statically and dynamically. The fan motor shall be of TEFC squirrel cage construction.

The fan motor sets shall be complete with protecting guards.

The condenser coil shall be made of copper tubes and aluminum fans. the coils shall be sized so as to optimize performance with respect to air flow rate, pressure drop, condensing temperature, power consumption etc., thus the values furnished for the parameters of the coil in section III, schedule of equipment shall be regarded as suggested values rather than specified values.

The coils shall be pressure tested for values not less than those indicated below.

Factory test - kg/sqcm (psi) : 30 (440)

Field test - kg/sqcm (psi) : 25 (440)

The coils shall be so positioned with respect to the floor level that, dust pick-up by entering air is minimized.

As noted in clause the condensing units have to be installed out door on suitable pedestals or any other appropriate supporting arrangements. Masonry work, if any required for supporting units shall be provided by the owner, but the tenders shall furnish all necessary information including drawings. Further any supports made of MS structural sections if required should be designed, supplied and installed by the air conditioning contractor himself. He shall show the details of such supports in appropriate drawings and shall obtain the approval of the owners/consultants before providing them. The charges for such works shall be included in the prices quoted by the tenderers: in any case, no extra sum will be payable on that account.

#### **4.0 REFRIGERANT PIPING**

- The specifications that follow cover the requirements of piping.
- Only copper piping/tubing of refrigeration quality of company approved size shall be used. All piping / tubing shall be new fresh, clean and dry.
- Fittings like bends, tees, sockets, etc. shall be of copper or forged brass. Flare type fittings may be used for copper tubing while hard drawn tubes upto and including 15mm size may be bent to from 90 Deg bends with throat radius being not less than 3 times the tube diameter. for bigger sizes, bends should be used as noted already.
- Liquid line strainers shall be made of brass shall incorporate bronze screen and permanent management. Strainers shall be provided with shut valves on either side.
- Thermostatic expansion valve shall be complete with remote bulb and external equalizer and external super head adjustment. Solenoid valves shall have manual opening system to serve as by-pass in case of failure of solenoid valve. Liquid-moisture indicator shall be provided in the liquid line.
- Flare type joints may be used for copper tubing while for a hard drawn pipe only brazed joints shall be used. For Small lines also such as equalizer lines, expansion valves connections, gauge connections, connecting pressure switches etc., Flared fittings and joints shall be used.
- Piping shall be insulated sufficient number of bends and turns to ensure sufficient flexibility and minimize vibration. Supports, Clamps, Saddles, hangers etc., of adequate strength should be provided as required to support the piping adequately and minimize vibration.
- Necessary isolating material like rubber, felt, spring, etc., should also be provided as an additional measure to limit transmission of noise and vibration.
- Refrigerant piping shall be carried out giving due consideration to the need to ensure oil return and avoid liquid slope-over into the compressor, Accordingly, the piping shall include necessary loops, traps, slopes, etc., to achieve these objectives.



## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

- While installing the piping, adequate clearance between pipes should be provided for insulation is called for
- On completing the erection, the system shall be pressure tested with dry nitrogen or carbon de-oxide. The test pressure shall be as under.
- High Pressure side - kg /sqcm(psi) : 25 (365)
- Low Pressure side - kg /sqcm(psi) : 110 (150)
- The system shall hold the pressure for a minimum period of 24 hours without revealing leaks.
- After the leak test has been completed successfully, the pressure due to Nitrogen or Carbon-de-oxide in the system.
- The System shall then be dehydrated by drawing a vacuum. The vacuum achieved shall be at least as deep as 500 microns and shall be maintained for a period of at least 24 Hours after the vacuum pump has been shut off.

### **INSULATION FOR REFRIGERANT PIPING:**

- All suction lines ( insulated both indoors & outdoors) and liquid lines laid outdoors shall be applied over a coat of bituminous primer applied on the pipe surface.

### **CONDENSATE DRAIN PIPING:**

- PVC Pipes ( Medium) shall be used for condensate drain piping.
- Piping shall be supported suitably on walls/floor and all charges involved there to shall be applied in the prices quoted by the tenderers.
- While Installing the piping the contractor shall keep in mind the requirement that it should not foul with the structural or architectural features of the building. Further, all piping must be installed in a neat and workman - like - manner.

### **MODE OF MEASUREMENTS**

- Unit prices in the schedule of quantities.
- The item description in the schedule of quantities is in the form of a condensed resume. The Unit price shall be held to include everything necessary to complete the work covered by this item in accordance with the specifications and drawings. The sum total of all the individual item prices shall represent the total price of the installation ready to be handed over.
- The Unit price of the various items shall include the following.
- All equipment, machinery, apparatus and materials required as well as the cost of any tests which, the consultant may request in addition to the tests generally required to prove the quality & performance of equipment.
- All the labour required to supply and install the complete installation accordance with the specifications.

## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

- Use of any tools, equipment's, machinery, lifting tackle, scaffolding, ladders, etc., required by the contractor to carry out his work.
- All the necessary measures to prevent the transmission of vibration.
- The necessary material to isolate equipment foundations from the building structure, wherever necessary.
- Storage and insurance of all equipment, apparatus and materials.
- The contractor's unit price shall include all equipment, apparatus material and labour indicated in the drawings and/or specifications in conjunction with the item in question on its own ( and within the system as a whole ) complete, even though not specifically shown described or otherwise referred to.

### **WARRANTY**

- One year over all warranty to be provided on Cassette & Ductable Air-conditiones and 5 years warranty on compressor of Cassette from the date of completion of work and handover to the Bank.

### **APPROVED MAKES**

#### **MACHINES**

- 1 .Hi-wall/ Ductable/ Cassette Units : Daikin, Carrier, Blue Star, Mitsubishi Heavy and Mitsubishi Electric, Toshiba, Trane, O-General, LG, Voltas and Hitachi.
2. Copper Piping : Totaline, Max Flow, Rajco, Mandev, Nippon
3. Nitrile Rubber Insulation : Supreme, A-flex, Armacel
4. Cables: Finolex / RR cables /polycab
5. Drain Pipe: Supreme, Sudhakar, National, Prince, Astral, Prime

- Note:** -
- 1) The contractor should obtain prior approval from SBIIMS/ Consultants before placing order for any specific materials SBIIMS 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. Materials with I.S.I. mark shall be used duly approved by the SBIIMS Engineer/Architect.
  - 3) 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 SBIIMS. The same will not be considered for payment.

4) Any additional item as per BOQ specifications or as per the instructions of the bank / Consultants. Any of the above items / other items if any will be as approved by the Consultants & Engineer-in-charge.

### TECHNICAL DATA SHEET

Tenderer shall furnish the following technical data of the equipment and accessories offered by them as per the scheme and bill of quantities.

Sl. No	Description	Unit	Condition of services
--------	-------------	------	-----------------------

### Indoor Unit/Evaporator Unit for Both Ductable & Cassette AC

- 1 Unit no./model No.
- 2 Manufacturer
- 3 Operating weight KG
- 4 Overall dimension M
- 5 Dimension of coil M
- 6 Finned area Sq. M
- 7 No. of rows Nos.
- 8 Fins per cm Nos.
- 9 Tube Dia MM
- 10 Thickness of tubes MM
- 11 Fin Material
- 12 Air quantity M<sup>3</sup> /hr
- 13 Fan outlet velocity M/s
- 14 No. of blower Nos.
- 15 Dia of blower MM
- 16 Fan speed RPM
- 17 Total static pressure MM WG
- 18 Motor rating HP
- 19 Type of air filters/thickness/No.

### Type & Make of Electrical items for Both Ductable & Cassette AC

- 1 Type
- 2 Size (Dia) MM
- 3 Air quantity Cum/hr
- 4 BHP/Offered motor HP

### Compressor for Both Ductable & Cassette AC

- 1 Type: Reciprocating/screw/rotary/scroll/twin rotary
- 2 Make
- 3 Model
- 4 Refrigerant

### Condenser for Both Ductable & Cassette AC

- 1 Type
- 2 Make

Signature of the Contractor

- 3 Model
- 4 Tube Material
- 5 Tube thickness MM
- 6 Tube diameter MM
- 7 No. of tubes Nos.
- 8 Type of tubes/finning
- 9 Design pressure
- 10 Test pressure

**TOTAL POWER CONSUMPTION OF THE UNIT:-**

- For 4.0 TR Inverter Cassette Unit.....
- For 8/8.5 TR Inverter ductable Unit .....

**TOLERANCES:-**

- Voltage
- Power Factor
- Frequency

**PIPES & FITTINGS:-**

- Material
- Thickness / Diameter

**INSULATION MATERIAL:-**

- Material
- "K" Value at 10 ° c Mean temperature
- Density

**CABLES:-**

- Make
- Type
- Grade

**LETTER OF UNDERTAKING**

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

To,

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

Dear Sir,

**AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, UNIT-1, BHUBANESWAR.**

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

**MEMORANDUM**

(a)	Description of work	Air-conditioning works at SBI Main Branch, Unit-1, Bhubaneswar
(b)	Earnest Money	<b>Rs.15,000/- (Rupees Fifteen Thousand Only)</b> by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of " <b>SBI Infra management Solutions Pvt. Ltd.</b> " and payable in " <b>Bhubaneswar</b> ".
(c)	Time allowed for completion of work from the date of issue of work order.	45 Days from the date of commencement.

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

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** as Earnest money deposit with the SBI. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI

We understand that as per terms of this tender, the SBIIMS may consider accepting our tender in part or whole or may entrust the work of Air-conditioning work (i.e. SBI Main

Signature of the Contractor

## AIR-CONDITIONING WORKS AT SBI MAIN BRANCH, BHUBANESWAR

Branch, Bhubaneswar, 2<sup>nd</sup> Floor) in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the building / buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation.

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

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

Yours faithfully,

Signature of contractor  
With Seal

**SCHEDULE OF APPROXIMATE QUANTITIES AND RATES**

- I. The quantities given **BOQ** are those upon which the lumpsum cost of the work is based. They are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done.
- II. It is to be expressly understood that the measured work is to be taken net (notwithstanding) any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the Architects/SBIIMS, and the cost calculated by measurements or weight, at the respective prices, without any additional charge for any necessary or contingent works connected there with. The rates quoted are for work in site and complete in every respects.
- III. If any operation of work, which is specified in the respective items mentioned in the schedule of quantities, is not executed by the contractor then proportionately the rate quoted in the schedule shall be re-fixed.

**SIGNATURE OF THE CONTRACTOR  
WITH DATE**