SBI INFRA MANAGEMENT SOLUTIONS PVT.LTD.

CIRCLE OFFICE, THIRD FLOOR, STATE BANK OF INDIA, SYNERGY BUILDING, C-6, G-BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST, MUMBAI-400051

Proposed Aircondition Work For Ramdaspeth Branch, Wardha Road, Nagpur

PART – A : TECHNICAL BID

TENDER FOR:

Proposed Aircondition Work For **Ramdaspeth Branch, Wardha Road, Nagpur**

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

_____

_____

DATE : _____

PROJECT ARCHITECT:

S. Nandedkar & Associates
B.ARCH, MCA, AIIA
Architect/ Govt. Regd. Valuers
103, `Utkarsha Umang', beside Mt. Carmel School, Ajni Square, Nagpur-440015

NOTICE INVITING TENDERS

SBIIMS on behalf of SBI through its Architect **M/s. S. NANDEDKAR & ASSOCIATES, NAGPUR** Invites "**Online Item Rate E-Tender**" From The SBIIMS Empanelled Contractors under appropriate category for the captioned work.

The SBIIMS Empanelled Contractors **Who Receives NIT From Architect Are Only Entitled To Quote For This Tender.**

The Details Of Tender Are As Under:

S. No.	Description	
1.	Name of Work	**PROPOSED AIRCONDITION WORK OF RAMDASPETH BRANCH, NAGPUR**
2.	Nature of Work	Aircondition Works
3.	Time Allowed For Completion	**3 (Three) Months**
4.	Cost of Tender Documents	**Rs. 1000/-(Rs One Thousand Only)** (To Be Deposited Along With Tender Part-A By Way Of Demand Draft In Favour of **SBI Infra Management Solutions Pvt. Ltd. and Payable at Mumbai)**
5.	Earnest Money Deposit	**Rs.7,000/- (Rs. Seven Thousand only) by means of Demand Draft / Pay Order** (Valid for a period of 180 days from the last date of submission of the tender) From Any Scheduled/ Nationalized Bank Drawn **In Favor of SBI Infra Management Solutions Pvt. Ltd., and Payable at Mumbai.**
6.	Initial Security Deposit	1% of contract amount including EMD
7.	Date of issue of tender Documents Form Bank's Website	15/09/2018 to 25/09/2018 www.sbi.co.in Under <Link>Procurement News.
8.	Last date & time for submission & opening of Technical bid, EMD and cost of tender document	Submission-25/09/2018 by 3.00 PM Opening- 26/09/2018 by 3.30 PM
9.	Address At Which Technical Bid(Hard Copy) Along With EMD & Cost of Tender Document Has To Be Submitted.	Vice President & Circle Head, SBI Infra management Solutions Pvt. Ltd., Circle Office, Third Floor, State Bank of India, Synergy Building, C-6, G- Block, Bandra Kurla Complex, Bandra East, Mumbai,400051
10.	Last Date & Time For Submission of Online Price Bid.	28/09/2018 at 3.00 PM At: - https://tenderwizard.com/
11.	Last Date & Time For Opening	28/09/2018 at 3.30 PM

	of Online Price Bid.	At: - https://tenderwizard.com/
12.	Place of opening tenders	Vice President & Circle Head, SBI Infra management Solutions Pvt. Ltd., Circle Office, Third Floor, State Bank of India, Synergy Building, C-6, G- Block, Bandra Kurla Complex, Bandra East, Mumbai,400051
13.	Liquidated Damages	0.50% of contract Amount Per Weeks Subject To Max. 5% Of Contract Value Or Final Bill Value.
14.	Defects Liability Period	12 Months From The Date Of Virtual Completion
15.	Validity of offer	90 Days From The Date Of Opening Of Price-Bid
16.	Value of interim certificate	**Rs. 3 Lakhs**. No Advance On Materials / Plant / Machinery Or Mobilization Advance Shall Be Paid Under Any Circumstances

16. Tenders can be downloaded from the bank's website **www.sbi.co.In** (Link) <Procurement News>.It shall be responsibility of the contractor to arrange and ensure that All pages of technical and financial bid are properly bound separately. tenders in loose pages may be disqualified.

17. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.

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

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

20. Tenders received without EMD and cost of tender documents shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

21. 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.

22. SBIIMS Pvt. Ltd. has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

Yours Faithfully,

For & On-Behalf of SBI Infra Management Solutions Pvt. Ltd.

FORM TENDER

To,
The Vice President & Circle Head,
Circle Office,
SBI Infra Management Solutions Pvt. Ltd.,
Synergy Building, State Bank of India,
c-6, G- Block, Bandra Kurla complex,
Bandra East,Mumbai, 400051

Dear Sir,

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

MEMORANDUM

Description of Work	Proposed Air- Conditioning work of Ramdaspeth Branch, Nagpur
Earnest Money	**Rs.7,000/- (In Word Rs. Seven Thousand Only)** by Means of Demand Draft / Pay Order from any scheduled nationalized bank drawn in favour of "Sbi Infra Management Solutions Pvt. Ltd." and payable in Mumbai.
Percentage, If Any, To Be Deducted From Bills And Total Amount To Be Retained	10 % From running bills, subject to maximum total 5% of contract amount or actual final bill value including EMD & Initial Security Deposit.
Time Allowed For Completion Of The Works From Fourteenth Day After The Date Of Written Order Or Date Of Handing Over Of The Site (Whichever Is Later) To Commence The Work	3 (Three) Months

I / We Have Deposited A Sum of **Rs.7,000/- (Seven Thousand Only.)** of the total tender amount as earnest money with the SBI Infra Management Solutions Pvt. Ltd. which amount is not to bear any interest? should i / we fail to execute the contract when called upon to do

so i / we do hereby agree that this sum shall be forfeited by me/us to SBI Infra Management Solutions Pvt. Ltd.

1) Our Bankers

Are: i)

ii)

The Names of Partners of our Firm Are:

i)

ii)

Name of The Partner of The Firm

Authorized To Sign

or

(Name of Person Having Power of
Attorney To Sign The Contract.
(Certified True Copy of The Power
of Attorney Should Be Attached)
Yours Faithfully,

Signature of Contractors.

Signature And Addresses of Witnesses

i)

ii)

SAMPLE BUISNESS RULE DOCUMENT

Online E-Tendering For Proposed Aircondtion Work For RAMDASPETH BRANCH, NAGPUR

(A) Business rules for E-tendering:

1. Only Empanelled Contractors With SBIIMS PVT. LTD. Under Appropriate Category Who Are Invited By The Project Architect/SBIIMS Shall Only Be Eligible To Participate.

2. SBIIMS PVT.LTD. Will Engage The Services Of An E-Tendering Service Provider Who Will Provide Necessary Training And Assistance Before Commencement Of Online Bidding On Internet.

3. IN CASE OF E-TENDERING, SBIIMS WILL INFORM THE VENDOR IN WRITING, THE DETAILS OF SERVICE PROVIDER TO ENABLE THEM TO CONTACT AND GET TRAINED.

4. Business Rules Like Event Date, Closing And Opening Time Etc. Also Will Be Communicated Through Service Provider For Compliance.

5. Contractors Have To Send By Email, The Compliance Form In The Prescribed Format (Provided By Service Provider), Before Start Of E-Tendering. Without This The Vendor Will Not Be Eligible To Participate In The Event.

6. The Contractors Will Be Required To Submit The Various Documents In Sealed Envelope To The Office Of SBI Infra Solutions Pvt Ltd. At The Address Mentioned Hereinbefore By The Stipulated Date I.E. (1) Hard Copy Of Technical Bid Duly Signed And Stamped On Each Page (2) Demand Draft Of Specified Amount Of EMD (3) Demand Draft Of Cost Of Tender Documents (4) Certified Copy Of A-Class Electrical License). Contractors Not Submitting Any One Or More Documents Shall Not Be Eligible To Participate In The On Line Price Bidding.

7. E-Tendering Will Be Conducted On Schedule Date & Time.

8. **The E-Tendering Will Be Treated As Closed Only When The Bidding Process Gets Closed In All Respects For The Item Listed In The Tender.**

(B) Terms & conditions of E-tendering:

SBIIMS PVT. LTD. shall finalize the Tender through e-tendering mode for which **M/s Antares Systems Limited.**, Has been engaged by SBIIMS an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-Tendering Shall Be Conducted By SBIIMS Through **M/s. Antares Systems Limited.**, On Pre-Specified Date. While The Contractors Shall Be Quoting From Their Own Offices/ Place Of Their Choice, Internet Connectivity And Other Paraphernalia Requirements Shall Have To Be Ensured By Contractors Themselves. In The Event Of Failure of Their Internet Connectivity, (Due To Any Reason Whatsoever It May Be) SBIIMS Shall Not Be Held Responsible & No-Further Request By The Bidder/ Tenderer Shall Be Entitled. In

Order To Ward-Off Such Contingent Situation Bidders Are Requested To Make All The Necessary Arrangements/ Alternatives Such As Back–Up Power Supply Whatever Required So That They Are Able To Circumvent Such Situation And Still Be Able To Participate In The E-Tendering Successfully. Failure Of Power At The Premises Of Contractors During The E-Tendering Cannot Be The Cause For Not Participating In The E-Tendering. On Account Of This The Time For The E-Tendering Cannot Be Extended And SBIIMS Pvt. Ltd. Is Not Responsible For Such Eventualities.

2. **M/s. Antares Systems Limited.**, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.

3. BIDDING CURRENCY AND UNIT of MEASUREMENT: Bidding Will Be Conducted In Indian Currency & Unit of Measurement Will Be Displayed In Online E-Tendering.

4. BID PRICE: The Bidder Has To Quote The Rate As Per The Tender Document Provided By SBIIMS Pvt. Ltd. Their Appointed Architects.

5. VALIDITY of BIDS: The Bid Price Shall Be Firm For A Period Specified In The Tender Document And Shall Not Be Subjected To Any Change Whatsoever.

6. Procedure of E-Tendering:
   i. **Online E-Tendering** :

      (a) The hard copy of the technical as well as price bid document are available on the bank's website during the period specified in the notice inviting tender (NIT).
      (b) Online E-Tendering Is Open To The Empanelled Bidders Who Receive NIT From The Architect And Qualified For Participating In The Price Bidding As Provisions Mentioned Hereinabove Through SBIIMS Approved Service Provider.
      (c) The Price-Bid Shall Be Made Available Online By The Service Provider Wherein The Contractors Will Be Required To Fill-In Their Item-Wise Rates For Each Item.
      (d) The Contractors Are Advised Not To Wait Till The Last Minute To Submit Their Online Item-Wise Quoting The Price Bid To Avoid Complications Related With Internet Connectivity, Network Problems, System Crash Down, Power Failure, Etc.
      (e) It Is Mandatory To All The Bidders Participating In The Price Bid To Quote Their Rates For Each And Every Item.
      (f) In Case, Contractor Fails To Quote Their Rates For Any One Or More Tender Items, Their Tender Shall Be Treated As ***"Incomplete Tender***" And Shall Be Liable For Rejection.

7. LOG IN NAME & PASSWORD: Each Bidder Is Assigned A Unique User Name & Password By **M/s. Antares Systems Limited**. The Bidders Are Requested To Change The Password After The Receipt Of Initial Password From **M/s. Antares Systems Limited**. Systems Limited. All Bids Made From The Login ID Given To The Bidder Will Be Deemed To Have Been Made By The Bidder.
8. BIDS PLACED BY BIDDER: Bids Will Be Taken As An Offer To Execute The Work As Specified. Bids Once Made, Cannot Be Cancelled / Withdrawn And The Bidder Shall Be Bound To Execute The Work At The Quoted Bid Price. In Case The L-1 Bidder Backs

Out Or Fail To Complete The Work As Per The Rates Quoted, SBIIMS Shall At Liberty To Take Action As Deemed Necessary Including Depaneling Such Contractors And Forfeiting Their EMD.

9. At The End of The E-Tendering, SBIIMS Pvt. Ltd. Will Decide Upon The Winner. SBIIMS Pvt. Ltd. Decision On Award Of Contract Shall Be Final And Binding On All The Bidders.

10. SBIIMS Shall Be At Liberty To Cancel The E-Tendering Process / Tender At Any Time, Before Ordering, Without Assigning Any Reason.

11. SBIIMS Shall Not Have Any Liability To Bidders For Any Interruption Or Delay In Access To The Site Irrespective Of The Cause.

12. Other Terms And Conditions Shall Be As Per Your Techno-Commercial Offers And Other Correspondences Till Date.

13. OTHER TERMS & CONDITIONS:
    - The Bidder Shall Not Involve Himself or Any of His Representatives In Price Manipulation of Any Kind Directly or Indirectly By Communicating With Other Suppliers / Bidders.

    - The Bidder shall not divulge either his Bids or any other exclusive details of SBIIMS Pvt. Ltd. to any other party.

    - SBIIMS Pvt. Ltd. decision on award of Contract shall be final and binding on all the Bidders.

    - SBIIMS Pvt. Ltd. reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

    - SBIIMS or its authorized service provider **M/s. Antares Systems Limited**. Systems Limited shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

    - SBIIMS or its authorized service provider **M/s. Antares Systems Limited**. Systems Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.

    - SBIIMS or its authorized service **M/s. Antares Systems Limited**. Systems Limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to **M/s. Antares Systems Limited**. Systems Limited.

- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,
M/s S. NANDEDKAR & ASSOCIATES
Architects/Govt.Reg.Valuers
103, `Utkarsha Umang', beside Mt. Carmel school,
Ajni Square, Nagpur-440015
Mob:- 9823294893, 9823040281
officesna@gmail.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR PROPOSED AIRCONDITON WORK FOR RAMDASPETH BRANCH, NAGPUR

Dear Sir,

This Has Reference To The Terms & Conditions For The E-Tendering Mentioned In The Tender Document
This Letter Is To Confirm That:

1) The Undersigned Is Authorized Representative Of The Company.

2) We Have Studied The Commercial Terms And The Business Rules Governing The E-Tendering As Mentioned In RFP of SBIIMS Pvt. Ltd. As Well As This Document And Confirm our Agreement To Them.

3) We Also Confirm That We Have Taken The Training on The E-Tendering Tool And Have Understood The Functionality of The Same Thoroughly.

4) We Confirm That SBIIMS Pvt. Ltd. And M/S. Antares Systems Limited E-Tendering Technologies Ltd. Limited Shall Not Be Liable & Responsible In Any Manner Whatsoever For My/our Failure To Access & Bid on The E-E-Tendering Platform Due To Loss of Internet Connectivity, Electricity Failure, Virus Attack, Problems With The PC, Any other Unforeseen Circumstances Etc. Before or During The E-Tendering Event.
5) We Confirm That We Have A Valid Digital Signature Certificate Issued By A Valid Certifying Authority.
6) We, Hereby Confirm That We Will Honor The Bids Placed By Us During The E-Tendering Process.

With regards,
Date:
Signature with company seal
Name:
Company / Organization:
Designation Within Company / organization:
Address of Company / organization:
Scan It And Send To This Document on ----------

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 500/- or as per latest Govt. Rules) ARTICLES OF AGREEMENT made the _____ date of _____ between SBIIMS PVT.LTD., on behalf of SBI, having its office at Mumbai hereinafter called "the Service Provider" of the One Part and

_____

_____

WHEREAS the SBIIMS PVT.LTD. is desirous of

_____

_____and has caused drawings and specifications describing the work to be done to be prepared by **M/s S. NANDEDKAR & ASSOCIATES**, its Architects.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.

2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3) The term the Architects" in the said Conditions shall mean the said **M/s. S. NANDEDKAR & Associates,** or in the event of their ceasing to be the Architects for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer, PROVIDED ALWAYS that no person or persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the outgoing Architects for the time being.

4) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

5) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
6) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work in respect of the entire building complex to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities and Rates or as provided in the said Conditions.

7) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings air-conditioning and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
8) The SBIIMS Pvt. Ltd. reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

9) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the Site is handed over to him or from 14th day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within 3(Three Months) subject to nevertheless the provisions for extension of time.

10) All payments by the SBI under this Contract will be made only at Mumbai.

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

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

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

SIGNATURE CLAUSE
SIGNED AND DELIVERED by the

_____ By the
(Employer)
hand of Shri _____
_____ (Signature of Employer)
(Name and Designation)
In the presence of :

1) Shri / Smt. _____ (Signature of Witness)
Address _____
_____
(Witness)

SIGNED AND DELIVERED by the
_____ by the
(Contractor) (Signature of Contractors)

in the presence of :
Shri / Smt. _____ (Signature of Witness)
Address _____
_____
(Witness)

SECTION – 1
INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

Sealed Tenders are invited by <u>M/s. Architects S. NANDEDKAR & Associates, Architects, Govt.Reg.Valuers</u> for & on behalf of SBIIMS PVT.LTD. for PROPOSED AIRCONDITION WORK OF RAMDASPETH BRANCH, NAGPUR

The proposed work is to be carried out at **SBI's Ramdaspeth Branch, Nagpur.**

2.0 Tender documents

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

Instructions to tenderers
General conditions of Contract
Special conditions of Contract
Additional specifications
Drawings
Priced Bid A

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

a) Price Bid
b) Additional Specifications
c) Technical specifications
d) Drawings
e) Special conditions of contract
f) General conditions of contract
g) Instructions to Tenderers

2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in

2.4 The tender documents are not transferable.

3.0 **Site Visit**

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

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

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs.7,000/- (Seven Thousand Only) by means of Demand Draft / Pay Order** (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of SBI Infra Management Solutions Pvt. Ltd., and payable in Mumbai.**

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

4.3 No interest will be paid on the EMD.

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

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

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of SBIIMS Pvt. Ltd. within a period of 15 days of acceptance of tender.

6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 **Additional Security Deposit**

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be 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.

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

7.0 **Signing of contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between

the Bank and successful tenderer whether such formal agreement is subsequently entered into or not

8.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **3 (Three Months)** from the date of award of work.

9.0 **Validity of tender**

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

10.0 **Liquidated Damages**

The liquidated damages in case of breach of any terms of this RFP & delay in completion of the work within stipulated time shall be 0.50% per week subject to a maximum of 5% of contract value. In the event of liquidated damages exceeding the cap of 5% the award of contract shall be cancelled.

11.0 **Rate and prices:**

11.1 **In case of item rate tender**

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ SBIIMS Pvt. Ltd.

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

11.1.5 Each page shall be totaled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

11.1.7 The SBIIMS Pvt. Ltd. reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

11.1.8 In case it is decided by the SBIIMS Pvt. Ltd. to drop one or more buildings from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBIIMS Pvt. Ltd. may consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

Signature of the contractor
with seal

GENERAL CONDITIONS OF CONTRACT

1.0 **Definitions**: -

"Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI Infra Management Solutions Pvt. Ltd. (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 'SBIIMS' shall mean SBI Infra Management Solutions Pvt. Ltd. (Service Provider) having its Head Office, Ground Floor, Raheja Chambers, Free Press Marg, Nariman Point, Mumbai-400 021 and includes the client's representatives, successors and assigns.

1.1.2 'Architects/ Consultants' shall mean **M/s S. NANDEDKAR & Associates**, **Architects Nagpur.**

1.1.3 'Site Engineer' shall mean an Engineer appointed by the SBIIMS at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 'The Contractor' shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression 'works' or 'work' shall mean the permanent or temporary work description in the "Scope of work" and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 'Engineer' shall mean the representative of the Architect/consultant.

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

1.1.7 Specifications' shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8 "Month" means calendar month.

1.1.9 "Week" means seven consecutive days.

1 .1.10"Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 "SBIIMS's Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the M.D.& CEO, SBI Infra Management Solutions Pvt. Ltd.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer /PMC and other consultants / contractors engaged in the execution of the project.

i) Vice President – Circle Head of SBIIMS Pvt. Ltd.
ii) SBIIMS Engineer (Civil and Electrical) in-charge of the Project, as may be nominated by the M.D. & CEO, SBI Infra Management Solutions Pvt. Ltd.….Members.
iii) Concerned partner of the Architects and their Resident Architect…. Member.

CLAUSE

1.0 Total Security Deposit
Total Security deposit comprise of
Earnest Money Deposit
Initial security deposit
Retention Money

a) **Earnest Money Deposit -**

The tenderer shall furnish EMD of **Rs.7,000/- (Seven Thousand Only)** in the form of Demand draft or bankers cheque drawn in favour of SBIIMS PVT. LTD., on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBIIMS Pvt. Ltd. or after it is accepted by the SBIIMS Pvt. Ltd. the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the commence the work within the stipulated time.

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

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of DD/FDR drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.

ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

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 as performance guarantee. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.
No interest shall be paid to the amount retained by the Bank as Security Deposit.

c) **Retention Money: -**

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value.The50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 **Language**

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

3.0 **Errors, omissions and discrepancies**

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

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

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

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

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

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

4.0 **Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the SBIIMS from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBIIMS shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the SBIIMS and the contractor.

ii) **Contract Agreement:**

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

6.0 **Ownership of drawings**:

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

7.0 **Detailed drawings and instructions:**

The SBIIMS Pvt. Ltd. through its architects / consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBIIMS Pvt. Ltd. through the architect/consultant

7.0 **Copies of agreement**

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

8.0 **Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6. 0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBIIMS Pvt. Ltd. on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

9.0 **Materials, Appliances and Employees**

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

10.0 **Permits, Laws and Regulations:**

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

11.0 **Setting out Work:**

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

12.0 **Protection of works and property:**

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property

on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBIIMS Pvt. Ltd. and the original policy may be lodged with the SBIIMS Pvt. Ltd.

13.0 **Inspection of work:**

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

14.0 **Assignment and subletting**

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share there of or interest therein without the written consent of the SBIIMS Pvt. Ltd. through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

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

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

ii) **Samples**

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

furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of tests**
The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) **Costs of tests not provided for**
If any test is ordered by the Architect/ Consultant which is either

a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

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

17.0 **Contractor's superintendence**
The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

18.0 **Quantities**
i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

19.0 **Works to be measured**
The Architect/Consultant may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorised representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be

made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect / consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 **Variations**

No alteration, omission or variation ordered in writing by the Architect / consultant vitiates the contract. In case the SBIIMS Pvt. Ltd. / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 **Valuation of Variations**

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

a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the

Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.

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

22.0 **Final measurement**

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

23.0 **Post Completion requirements** &**Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the SBIIMS Pvt. Ltd., the contractor shall ensure that the following works have been completed the satisfaction of the SBIIMS Pvt. Ltd.:

a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.

b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBIIMS Pvt. Ltd. not incorporated in the permanent works.

c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the SBIIMS Pvt. Ltd. and shall clear, level and dress, compact the site as required by the SBIIMS Pvt. Ltd.

d) Shall put the SBIIMS Pvt. Ltd. in undisputed custody and possession of the site and all land allot by the SBIIMS Pvt. Ltd.

e) Shall hand over the work in a peaceful manner to the SBIIMS Pvt. Ltd.

f) All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBIIMS Pvt. Ltd.

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

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

contractor in respect of or work at the site and in respect of which the VCC has been issued.

24.0 **Work by other agencies**

The SBIIMS Pvt. Ltd. / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract with may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

25.0 **Insurance of works**

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

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

b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

c) Such insurance shall be effected with an insurer and in terms approved by the SBIIMS Pvt. Ltd. which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

25.2 **Indemnification against Damage to persons and property**

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

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

b) The right of SBIIMS Pvt. Ltd. to execute the works or any part thereof on, over, under, in or through any lands.

c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract

d) Injuries or damage to persons or property resulting from any act or neglect of the SBIIMS Pvt. Ltd. their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBIIMS Pvt. Ltd., their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 **Contractor to indemnify SBIIMS Pvt. Ltd**.

The contractor shall indemnify the SBIIMS Pvt. Ltd. against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

25.4 **Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the SBIIMS Pvt. Ltd. against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent r design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBIIMS Pvt. Ltd. in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBIIMS Pvt. Ltd. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

25.5 **Third Party Insurance**

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

25.5.2 **Minimum amount of Third Party Insurance**

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

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 **Accident or Injury to workman:**

25.7.1 The SBIIMS Pvt. Ltd. shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the SBIIMS Pvt. Ltd. or their agents, or employees. The contractor shall indemnify and keep indemnified SBIIMS Pvt. Ltd. against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.7.2 **Insurance against accidents etc. to workmen**

The contractor shall insure against such liability with an insurer approved by the SBIIMS Pvt. Ltd. during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insured as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBIIMS Pvt. Ltd. is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect /consultant when such policy of insurance and the receipt for the payment of the current premium.

25.7.3 **Remedy on contractor's failure to insure**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBIIMS Pvt. Ltd. may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBIIMS Pvt. Ltd. as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

25.7.4 without prejudice to the others rights of the SBIIMS Pvt. Ltd. against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBIIMS Pvt. Ltd. and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

26.0 **Commencement of Works:**

The date of commencement of the work will be reckoned as the date, fifteen days from the date of award of letter by the SBIIMS Pvt. Ltd.

27.0 **Time for completion**

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **3 calendar months** from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 **Extension of time**

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBIIMS Pvt. Ltd. to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBIIMS Pvt. Ltd. through the Architect' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if an', for the delays. The architect/consultant shall submit their recommendations to the SBIIMS Pvt. Ltd. in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 **Rate of progress**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the. Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect / consultant shall thereupon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

30.0 **Work during nights and holidays**

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

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

31.0 **No compensation or restrictions of work**

If at any time after acceptance of the tender SBIIMS Pvt. Ltd. shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing o that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

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

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

32.0 **Suspension of work**

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

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

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

c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the

i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

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

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

a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBIIMS Pvt. Ltd..

b) To employ labour paid by the SBIIMS Pvt. Ltd. and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted f any money due to him by SBIIMS Pvt. Ltd. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBIIMS Pvt. Ltd. the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

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

Or shall assign or sublet this contract without the consent in writing of the SBIIMS Pvt. Ltd. through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

a) has abandoned the contract; or

b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBIIMS Pvt. Ltd. through the Architect / consultant written notice to proceed, or

c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBIIMS Pvt. Ltd. through the Architect / Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contactor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBIIMS Pvt. Ltd. or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBIIMS Pvt. Ltd. and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBIIMS Pvt. Ltd. or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS Pvt. Ltd. through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

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

35.0 **Certificate of payment**

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

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

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

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

The SBIIMS Pvt. Ltd. shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books

The Contractor shall not submit interim bills when the approximate value of work done by him is less than Rs. 3.0 Lakh.

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

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

36.0 **A. Settlement of Disputes and Arbitration**

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

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBIIMS Pvt. Ltd 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 M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office in the manner and within the time as

aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the M.D.& C.E.O. SBIIMS Pvt. Ltd., Head Office/ Submit his claims to the conciliating authority namely the M.D.& C.E.O. SBIIMS Pvt. Ltd., 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 Pvt. Ltd.

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 M.D. & C.E.O. of the SBIIMS Pvt. Ltd. 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 SBIIMS Pvt. Ltd shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the M.D. & C.E.O. and who will be of Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBIIMS Pvt. Ltd., Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBIIMS Pvt. Ltd., Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said M.D. & C.E.O. of the SBIIMS Pvt. Ltd. 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 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 reenactment thereof and the rules made there under.

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

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to

submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and din what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

37.0 **Water supply**

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

i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.

ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.

iii) In case contractor is permitted to use SBIIMS's source of water i.e. Municipal connection, Bore well (existing or new) etc., the SBIIMS Pvt. Ltd may consider recovering @1% of contract amount form the final bill of contractor.

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

38.0 **Power supply**

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

39.0 **Treasure trove etc.**

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

40.0 **Method of measurement**

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

41.0 **Maintenance of registers**

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

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

42.0 **Force Majeure**

42.1 Neither contractor nor SBIIMS Pvt. Ltd. shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

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

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

43.0 **Local laws, Acts Regulations:**

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

i) Minimum wages Act 1948 (Amended)
ii) Payment of wages Act 1936 (Amended)
iii) Workmen's compensation Act 1923 (Amended)
iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
v) Apprentice act 1961 (amended)
vi) Industrial employment (standing order) Act 1946 (Amended)

vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
ix) Shop and establishment act
x) Any other act or enactment relating thereto and rules framed there under from time to time.
xi) Prevailing Indian Electricity rules & act.

44.0 **Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect / consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SPECIAL CONDITION OF CONTRACT

Scope of work

1.0 The scope of work is to carry out for the Proposed Aircondtion Work For Ramdaspeth Branch, Nagpur

2.0**Address of site**

The site is located at SBI Intouch Chaitanyawadi, Buldana, Maharashtra 443001

3.0 **Dimensions and levels**

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will be held responsible for the accuracy and maintenance of. All the dimensions and the levels. Figured dimensions are in all cases to be accepted and dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

4 **Notice of operation**

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

5.0 **Construction records**

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

6.0 **Safety of adjacent structures and trees**

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

7.0 **Temporary works.**

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

8.0 **Water power and other facilities**

a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose The SBIIMS Pvt. Ltd. will not be liable to pay any charges in connection with the above

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

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

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

9.0 **Facilities for contractor's employees**

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

10.0 **Lighting of works**

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

11.0 **Firefighting arrangements**

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

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

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

12.0 **Site order book**

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

13.0 **Temporary fencing/ barricading**

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

14.0 **Site meetings**

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

15.0 **Disposal of refuse**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is

the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

16.0 **Contractor to verify site measurement**

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

17.0 **Displaying the name of the work**

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating there in the name of the project and other details as given by the architect/consult
ant at his own cost and remove the same on completion of work.

18.0 **As built drawings**

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

ii) For the drawings prepared by the contractor
The contractor will modify the drawing prepared by him wherever the changes made by the SBIIMS Pvt. Ltd. / architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

19.0 Approved make

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

20.0 **Procurement of materials**

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

21.0 **Excise duty, taxes, levies etc.;**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contact. All of the aforesaid taxes,

duties, levies, fees and charges shall be to the contractor's account and the SBIIMS Pvt. Ltd. shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory law during the currency of contract the same shall be borne by the contractor.

22.0 **Acceptance of tender**

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

23.0 **Photographs:**

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

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

SAFETY CODE

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

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

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

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

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

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

7. No floor, roof or other part of the structure shall be so overloaded with debris or material as to tender it unsafe.

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

9 Those engaged in welding works shall be provided with welders' protective eye shield and gloves.

10. (i) No paint containing lead or lead products shall be used except in the form of paste readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint applied in the form of spray or surface having lead paint dry rubbed and scrapped.

11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during cessation of work.

12 Hoisting machines and tackle used in the works including their attachments anchor and supports shall be in perfect condition.

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

APPENDIX HEREINBEFORE REFERRED TO

1	Name of the organization Offering Contract	Vice President & Circle Head, SBI Infra management Solutions Pvt. Ltd., Circle Office, Third Floor, State Bank of India, Synergy Building, C-6, G- Block, Bandra Kurla Complex, Bandra East, Mumbai,400051
2	Consultants	**ARCHITECT:** **M/s S. NANDEDKAR & ASSOCIATES** Architects/Govt.Reg.Valuers 103, `Utkarsha Umang', beside Mt. Carmel school, Ajni square, Nagpur-440015 Mob:- 9823294893, 9823040281 officesna@gmail.com **HVAC CONSULTANT:** **Vipul Thakkar** **E.V.CONSULTANTS** HVAC Consultants & System Designers 302, Gokul Apartment, Khare town Dharampeth, Nagpur-440010

		Mob:9657981189, 9405899144
3	Site Address	RAMDASPETH BRANCH,WARDHA Road, NAGPUR
4	Scope of Work	Proposed Aircondtion Work OF RAMDASPETH BRANCH, NAGPUR
5	Name of the Contractor	
6	Address of the Contractor	
7	Period of Completion	**3 (Three) months fromthe date of commencement**
8	Earnest Money Deposit	**Rs.7,000/- (Seven Thousand Only.) by means of Demand Draft / Pay Order** (Valid for a period of 180 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of SBI Infra Management Solutions Pvt. Ltd. And payable in Mumbai**
9	Retention Money	As per clause no. 11(a) of general Conditions
10	Defects Liability Period	Twelve Months from the date of Virtual Completion.
11	Insurance to be undertaken by the Contractor at his cost	125% of Contract Value (Contractor's all risk policy)
12	Liquidated damages	0.5% of the Contract in the tender per week subject to max. 5% of the contract value or actual final bill value. amount shown
13	Value of Interim Bill (Min.)	Rs. 3 Lakhs.
14	Date of Commencement acceptance letter	15 days from the date of is issued to the Contractor/ or the day on which the Contractor is instructed to take possession of the site whichever is earlier.
15	Period of Final Measurement	2 Months from the date of Virtual Completion.
16	Initial Security Deposit	2% of the Accepted Value of the Tender. (Clause No. 22
17	Total Security Deposit	As per clause No. 11 a
18	Refund of initial Security Deposit Comprising of EMD and ISD.	50% of the Security Deposit shall be refunded to the Contractor on completion of the work and balance refunded only after the Defect Liability Period is over.
19	Period for Honoring Certificate	1. One Month for R.A. Bills 2. The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

_____

Signature of Tenderer

Date:

LETTER OF DECLARATION

To,
The Vice President & Circle Head,
Circle Office,
SBI Infra Management Solutions Pvt. Ltd.,
Synergy Building, State Bank of India,
c-6, G- Block, Bandra Kurla complex,
Bandra East,Mumbai, 400051

Dear Sir,

Proposed Aircondtion Work For RAMDASPETH BRANCH, NAGPUR

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, the articles of agreement, conditions of contract and with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of work	**Proposed Aircondtion Work Of Ramdaspeth Branch, Nagpur**
(b)	Earnest Money	**Rs.7,000/- (Seven Thousand Only)** by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. and payable in Mumbai.
(c)	Time allowed for completion of work from the date of issue of work order.	**3 (Three)months from the date of commencement as per tender.**

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 SBIIMS PVT.LTD., the amount mentioned in the said conditions.

I/we have deposited Demand Draft / Banker's Cheque / FDR for a sum of **Rs.7,000/- (Seven Thousand Only)** as Earnest money deposit with the SBI Infra Management Solutions Pvt. Ltd.

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 Infra Management Solutions Pvt. Ltd.

We understand that as per terms of this tender, the SBIIMS Pvt. Ltd. may consider accepting our tender in part or whole or may entrust the work of various buildings proposed (i.e. Institute Building, Staff Qtrs. And Director's Bungalow) 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 provided for in Clause 11.1.7 and 11.1.8 "Instructions to Tenderers" of this tender.

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

INDEX

PROFORMAS OF VARIOUS TESTS

Table No	DESCRIPTION	PAGE NO.
1	Proforma for Register of Material of Site Account.	
2	Proforma for Account of Secured Advance Register.	
3	Proforma for Hindrance to Work.	
4	Proforma for Running A/c. Bill.	
5	Account of Secured Advance if Admissible on Materials Held at Site by the Contractors	
6	Memorandum for Payment.	

TABLE

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work : Name of Article :

Name of Contractor : Estimated Requirement :

Agreement No. : Issue Rate :

Date of Receipt	Received from/Issued to (with Ret. to So/Indent)	Receipt	Issue	Balance	Initials of Contractor	Initial of Bank's/Architect's representative	Remark
1	2	3	4	5	6	7	8

PROFORMA FOR HINDRANCE TO WORK TABLE IV

Name of Work : Date of Start of work :

Name of Contractor : Period of Completion :

Agreement No. : Dt. of Completion of work :

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

TABLE - V

PROFORMA FOR RUNNING A/C BILL

i. Name of Contractor / Agency :

ii. Name of Work :

iii. Sr.No. of this Bill :

iv. No. & Date of previous Bill :

v. Reference to Agreement No. :

vi. Date of Written order to commence :

vii. Date of Completion as per Agreement :

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

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

Note: 1. If part rate is allowed forany items, it should be indicated with reasons for allowing such a rate.

2. If ad-hoc payment is made, it should be mentioned specifically.

_____
_____
Net Value since previous bill

CERTIFICATE

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

----------	----------	----------
Signature and date of Contractor	Signature and date of Architects Representative (Seal)	Signature and date of Site Engineer

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

----------	----------
Architect	Signature and date of Site Engineer

TABLE - VI

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

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

Total value of materials at Site.

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

CERTIFIED:

(i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.

(ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

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

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

Dated Signature of
the Contractor

TABLE - VII

MEMORANDUM FOR PAYMENT

R/A BILL NO.

01	Total value of work done since previous bill (A)	Rs. ……
02	Total amount of secured advance due since Previous Bill (B)	Rs. ……
03	Total amount due since Previous Bill (C) (A+B)	Rs. ……
04	PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed.	Rs. ……
05	Total amount due to the Contractor	Rs. ……
	OBJECTIONS:	
i)	Secured Advance paid in the previous R/A	Rs. ……
ii)	Retention money on value of works as per accepted tenders upto date amount Rs.	Rs. ……
	Less already recovered	Rs. ……
	Balance to be recovered	Rs. ……
iii)	Mobilization Advance, if any	
a)	Outstanding amount (principal + interest) as on date	Rs. ……
b)	To be recovered in this bill	Rs. ……
iii)	Any other Departmental materials cost to be recovered as per contract, if any	Rs. ……
iv)	Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs. ……
	Total Deduction as per contract (F)	Rs. ……
	Adjustments, if any ---------- Amount less received by Contractor in --------- R/A Bill (as per statement of Contractor)	Rs. ……
	P.V.A.	Rs. ……

	Total amount payable as per contract (E+F+G)	Rs. ……
	Rupees ---------- in words)	

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

Date: ----------

Signature of Architect
With Seal

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

Date : ----------

Signature of Owners
Engineer

STATUTORY DEDUCTION:

I)	Total Amount due (E)	Rs. ……
II)	Less I.T. Payable	Rs. ……
III)	Less S.T. Payable	Rs. ……
	Net Payable	Rs. ……

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

Date: ----------

Signature of the M.D. & C.E.O.

SECTION – A: MATERIALS

1) Material shall be of best approved quality obtaining and they shall comply with the respective Indian Standard Specification.
2) Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Architect.
3) In case of non-availability of materials in metric sizes the nearest size in FPS units shall be provided with prior approval of the Architects for which neither extra will be paid nor shall any rebates be recovered.
4) If directed, materials shall be tested in any approved Testing Laboratory and the test certificates in original shall be testing including charges for repeated tests, if ordered, shall be borne by the Contractor.
5) It shall be obligatory for the Contractor to furnish certificate, if deemed by the Architects, from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
6) All materials supplied by the Employer / any other Specialist Firms shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of the work.
7) Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities" or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.
8) All equipment and facilities for carrying out field tests on materials shall be provided by the Contractor without any extra cost.

SECTION – B: MODE OF MEASUREMENTS

The method of measurement for various items in the tender shall be generally in accordance with the IS: 1200 subject to the items for which the mode of measurements are not given under or elsewhere in the tender.

ELECTRIC SUPPLY :

Electric energy shall be arranged in accordance with Clause No. 57 of Special Conditions of Contract.

VOUCHERS :

The Contractor shall furnish to the Architects with vouchers on request to prove that the materials are as specified and to indicate the rates at which the materials are purchased in order to work out the rate analysis of the non-tender items which he may be called upon to carry out.

SECTION – B

WORKS TO COMPLY LOCAL REGULATIONS AND RATE TO INCLUDE:

1) Employer will reimburse the permanent connection charges on production of receipts.

2) The Contractor shall obtain all necessary permission forms from the various authorities having jurisdiction and shall make application and file all plans required for obtaining permission and satisfactory completion of the work.

3) The rates quoted shall be for complete items as fixed in position and cover all costs of materials, labour, tools, supervision, cutting of holes, chases, etc., and also for providing, fixing arrangements viz. clamps, brackets, wooden blocks etc. The rates shall also include restoration to original condition of all damage to walls, floors etc All debris of shall be removed without any extra charge.

4) The work in every respect during its progress and till final acceptance by the Employer, including raw materials delivered to the work site to be incorporated for use in construction of the work by the Contractor shall be under the charge and in the care of and under the responsibility of the Contractor and at his risk. Any loss or damage to such materials or work prior to final acceptance of the work by the Employer shall immediately be replaced by the Contractor at his expense.

SECTION – C

PROTECTION OF EXISTING SERVICES:

All pipes, water mains, cables, etc., meet with in the course of excavation shall be carefully protected and supported.

1. GENERAL

This specification is for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the Competent Authority.

Competent authority means Architects / Engineer in charge.

1.1 The workmanship is to be the best and of high standard, use must be made of special trades men in all respects of the work and allowances must be made in the rates for doing so.

1.2 The materials and items to be provided by the contractor shall be approved by the Competent Authority in accordance with any samples which will be submitted for approval by Contractor and generally in accordance with the Specifications Also if products are specified in the catalogue reference, the contractor will be required to obtain the approval of the Competent Authority before using a materials. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the Competent Authority.

1.3 Samples of all materials are to be submitted to the Competent Authority for approval before the Contractor orders or delivers the materials at site. Samples together with the their packing are to be provided free of charge by the Contractor and should any materials be rejected, they will be removed from the site at the Contractor's expense. All samples will be retained by the Competent Authority for comparison with materials, which will be delivered at the site. Also, the Contractor will be required to submit specimen finishes of colours, fabrics etc. for the approval of the Competent Authority before proceeding with the work.

1.4 The contractor shall be responsible for providing and maintaining and boxing or other temporary coverage required for the protection of dresses or finished work if left

unprotected. He is also to clean out all shelving's, out ends and other waste from all parts of the works before coverings or in-fillings are constructed.

1.5 Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during they are in use.

1.6 All unexposed surface of timber e. g. false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of approved timber preservative before fixing or converging.

1.7 Only first class workmanship will be accepted. Contractor shall maintain uniform quality and consistency in workmanship throughout.

SCOPE OF WORK:-

The Air-conditioning Contractor's scope of work covers the following:-

SPECIFICATIONS FOR INDOOR UNITS

A. Cassette type indoor units.

These units shall be installed between the bottom of finished slab & top of false ceiling.

The maximum allowable height for the cassette type units shall not exceed 350 mm.

The unit shall be pre charged with first charge of R 32 / R 134A / R 407 / R 410 refrigerant.

Additional charge shall be added as per refrigerant piping at site.

The unit must have in built drain pump, suitable for vertical lift of 750 mm.

The unit casing shall be Galvanized Steel Plate / or as per manufacturer"s specifications.

Unit must be insulated with sound absorbing thermal insulation material, Polyurethane foam. The noise level of unit at the highest operating level shall not exceed 42 dB(A), at a vertical distance of 1.5 m from the grille of the unit.

Unit shall have provision of connecting fresh air without any special chamber & without increasing the total height of the unit (288 mm maximum).

The unit shall be supplied with suitable decorative panel.

The unit shall be supplied with Resin Net filter with Mold Resistance. The filter shall be easy to remove, clean & re install.

The unit will be connected in series to a suitable outdoor unit & it must be possible to Operate the unit independently, through corded/ cordless remote specified in the "Bill of quantities". The unit will be further connected to Intelligent Building Management System (To be supplied by other vendors) & it shall be possible to operate the unit through this IBMS system.

The unit shall be supplied with following from the factory with following

Operation Manual
Installation Manual
Paper pattern for installation
Drain hose/ Clamp metal/ Washer fixing plate/ Sealing pads/
Clamps/ Screws/ Washer for hanging bracket/ Insulation for fitting

B. Wall Mounted Units.

Wall mounted units must be compact & stylish design that does not detract from the Décor of the room.

The unit shall be precharged 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:

Operation Manual
Installation Manual
Installation panel
Paper pattern for installation
Insulation tape/ Clamps/ Screws

A – 1: COPPER TUBING.

The parent material used for air – conditioning system refrigerant tubing should be Copper tubes, tubes and fittings conforming to following specifications:

1. Material composition should be conforming to C-1220 (JIS-H-3300) or C-12200 (ASTM).It should have a minimum Copper content of 99.9 % and Phosphorus content between0.015 % and 0.040 %. It should have low residue (below 0.038 gm / sq mtr). The material should also be as per the RoHS norms specified by EU; that is, Mercury, Chromium and Lead contents below 1000 ppm, and Cadmium content below 100 ppm.

2. Physical properties of the material should conform to JIS-H-3300 or ASTM-B-68 & B-75, should be tested for Tensile / elongation / hardness / grain size tests as per ASTM B – 280.

3. Dimensional tolerance should be as per JIS-H-3300 or ASTM-B-251. The tubes should be tested using non-destructive Eddy current test before the final anneal, as per JIS- H-3300 or ASTM-E-243.

4. Heat treatment should be carried out in non-oxidizing atmosphere to ensure oxygen free and Cuprous oxide-free surface.

5. Proper certificates describing composition and results of all tests carried out must be supplied with each consignment. These certificates, along with check results for dimensional and thickness accuracy are recommended to be carried out for every delivered lot, should be maintained till handing over of the project.

6. Tubes should have 360 degree concentric wall thickness along their entire length.

7. Wall thickness for soft tubes (bright annealed mirror finish) should be 0.8 mm for ¼", 3/8" & ½" tubes, 1.0 mm for 5/8" tubes, 1.2 mm for ¾" tubes. Wall thickness for hard tubes should be 1 mm for 7/8", 1" and 1.1/8" tubes, 1.1 mm for 1.1/4", 1.2 mm for 1.3/8"and 1.3 mm for 1.5/8" tubes.

8. Wall thickness for elbows and fittings should be minimum 0.2 mm more than corresponding tube / tube size.

9. For 1/4" to sizes up to ¾", pulley type benders should be used for soft tubes and brazed joints should be avoided as far as possible. Similarly, for half hard tubes of size 3/4" or more, one side expanded tubes must be used and use of couplings should be avoided as far as possible.

A -2 : TUBING DESIGN:

1. Contractor should study the tender / GFC drawings carefully, and should carry out detailed survey of site, relating the drawings with site, and understand the system design and site limitations.

2. Contractor should also collect final architectural and reflected ceiling plans from client and study the drawings for any mismatches with the HVAC drawings received.

3. Contractor should discuss any such mis- matches and any doubts regarding system design with the consultant and get all doubts clarified.

4. Before commencement of tubing work, proper shop drawings must be generated by the contractor, and same should be got approved from the consultant. The drawings

must clearly indicate schematic flow diagrams for various circuits, tube sizes, description and quantities for refrigerant joints, indoor and outdoor unit models and room / block /floor names, tube routes, levels for horizontal tubes, details regarding insulation type and thickness and surface treatment for insulation, typical and critical sections and any other details to explain the entire tubing layout to the installer.

5. Tube sizing and routing must be carried out taking into consideration various site constraints and system manufacturer"s recommendations.

6. Care should be taken to design tubing as per the manufacturer"s recommendation for maximum tubing total length, maximum tubing length after first tapping, vertical height difference between outdoor and indoor units etc. and necessary corrections should be carried out in outdoor unit capacity if required.

A – 3 : REFRIGERANT TUBING INSTALLATION WORK:

1. The installer must first study the shop drawings in detail with respect to the site condition and point out any fouling / alternatives to the agency prepare shop drawing sand necessary revisions must be carried out in the drawings, to be approved by consultant.

2. The layout must be marked on the true ceiling and any civil openings required should be marked and got done from concerned agency.

3. Supports as described in BOQ / specifications should be installed, leaving adjustable free length for supports.

4. Before installation, the tubes and tubes must not be removed from their original packing. Proper storage of tubing is a must to maintain the temper of the tubes / tubes. Any abrasion on ends / surface, or any in grace of dirt / dust must be avoided. Proper Polyethylene sheets should be used for covering the tubes and tubes, while wooden pellets and soft expanded Polyethylene / rubber sheets should be used as floor supports

5. Necessary loops / slopes must be followed as recommended by system manufacturer.

6. Tubes must be cut to required sizes using cutting tools recommended by system manufacturer.

7. Using proper quality of brazing set, Oxygen / Acetylene and Copper brazing rods having minimum 2% Silver content.

8. During brazing, Nitrogen must be filled in the Copper tubing at a mild positive pressure and must be kept bleeding out continuously, to prevent any oxidation of parent material.

9. After tubing work, each circuit should be pressure tested as per the system manufacturer"s recommendation and as per the procedure described in the following paragraphs. A certificate mentioning the test pressure, time of first and final pressure

readings, make, model, serial number, range and least count of the gauge used, along with a copy of valid calibration certificate must be maintained, duly signed by the inspecting technician, and client /PMC representative.

10. After pressure testing, insulation must be completed as per the material, make and thickness mentioned in the approved shop drawing. The joints of insulation must be sealed by minimum 50 mm wide Aluminium adhesive tape. Care should be taken to avoid any air gaps between tube / tube and insulation sleeves, and between two insulation sleeve joints.

11. Proper tagging must be carried out to trace the tubing to respective indoor and outdoor circuits.

12. The tubes exposed to sunlight must be covered / cladded / treated to prevent damage from UV radiation and bird pecks / tampering, as mentioned in the BOQ. The cladding should be made out of 26 G Aluminium sheet or G.S.S. sheet. While cladding, care should be taken to avoid penetrating the insulation by screws. Short screws Of metallic straps should be used for securing cladding sheets. Instead of cladding, glass cloth, with two coats of protective resin should be used.

13. While charging refrigerant, manufacturer's recommendations must be strictly followed, and charging must be carried out using proper charging hose, gauge manifold with calibrated gauges and electronic weigh scale. Further leak check using a gas leak detector should be carried out. Charging must be carried out after proper evacuation of the tubing. The quantity of refrigerant to be charged should be calculated by totalizing the liquid tube volume as per the manufacturer's recommendation.

A – 4 : RECOMMENDATIONS FOR PRESSURE TESTING:

Refrigerant tubes carry refrigerant at pressures different from atmospheric pressure. When pressure inside tubes is more than atmospheric pressure, refrigerant may escape to the atmosphere, causing commercial loss due to loss of refrigerant, inefficient system performance or even system breakdown and contamination of surroundings. When pressure inside the tubes is less than atmospheric pressure, such as in case of suction tubes of some low temperature refrigeration machines, or during pump-down cycle of normal air-conditioning systems, leakages in tubes leads to ingress of air and moisture, causing severe system damage. Therefore, it is a must that the refrigerant tubing is thoroughly tested for leakages. Pressure testing for any tubing must be carried out at a pressure higher than the maximum operating pressure within the system. It is recommended that the pressure recommended by manufacturer be followed very strictly. Testing at lower pressures may lead to non-detection of some small leakages, while testing at higher pressures may lead to damage to some factory manufactured components within the system. Generally, for R-410 systems a pressure of around 650psig is used. Nitrogen is the most common gas used for carrying out pressure testing. It has numerous advantages, some of which are listed below:

1. Nitrogen is easily available as a commercial gas packed in easy to handle cylinders.

2. Nitrogen, being the most abundant component of the atmosphere, is safe for leaking out without contaminating the atmosphere.

3. Nitrogen is less costly as compared with other gases.

4. Nitrogen is safe for handling and testing.

5. Nitrogen does not readily react with system components Pressure gauge/s used for testing must be calibrated and a calibration certificate with traceability to a Government(National) Physical Laboratory must be documented. The gauge should be capable of measuring pressure at least 10% above the reading to be recorded.

A – 5 : PROCEDURE FOR CARRYING OUT PRESSURE TEST

1) Ensure that the tubing to be tested is properly secured/supported and the openings have been sealed off as per manufacturer's recommendation.

2) Install pressure gauge/s at strategic location/s where it shall not be tampered with, at the same time, should be easily visible.

3) Install a valve and connecting tubing so that the open end of the tube reaches the cylinder outlet without moving the cylinder.

4) Connect the tube to the cylinder and after ensuring proper connection, crack open the cylinder valve, keeping an eye on the pressure gauge. Let the pressure rise to around10 psig.

5) Check for proper sealing of all flanged / flare nut joints or valves/ valve glands looking for noise of escaping Nitrogen and seal same.

6) Open the cylinder valve again and raise the pressure to 200 psig.

7) Check the tube line for major leakages at brazed joints, elbows, valve glands, equipment end connections and tube seams with the help of soap water. Make up the leaks by tightening nuts. If the leaks are in brazed joints, flush out Nitrogen and carry out necessary re-brazing.

8) Open the cylinder valve again and increase the pressure to 150 psig less than the final test pressure. Repeat leak check as above.

9) Open the cylinder valve again and slowly raise the pressure to the manufacturer recommended pressure. Carry out a thorough leak check.

10) Record the pressure and time. Let the pressure stand for 24 hours without tampering. Check the pressure again after 24 hours. If pressure has dropped, the tubing should be checked very thoroughly for minor leakages. It is important to follow this 24 hours period as it gives enough time to detect minute leakages, and it removes the doubt created by thermal expansion of Nitrogen (as after exact 24 hours, ambient conditions are generally same).

11) In case of tubing extending to lengths more than 30 m and / or having more than 20 site fabricated joints, the pressure should be recorded after 24 hours as well as after 48 hours, so that all leakages are detected and made up.

12) After detecting and making up any leak, the pressure testing must be carried out once again from beginning.

A – 6 : DOCUMENTATION RECOMMENDED FOR ENSURING PROPER QUALITY ASSURANCE:

1. Manufacturer"s certificate with every Delivery Challan declaring composition of parent material .

2. Signed and approved Shop drawings approved by SBIIM / Client / Consultant, prior to start of work.

3. Pressure test report signed by SBIIM / Client / Equipment manufacturer / Consultant.

4. False Ceiling closure check list duly signed by SBIIM / Client / Equipment manufacturer/ Consultant.

GENERAL:
ACR GRADE COPPER TUBES AND FITTINGS : SIZES AND SPECIFICATIONS

Tube material Specification :
(CFC- free refrigerant compatible tubes produced using Total loss lubricants)

1. De-oxidized High Phosphorized copper (DHP grade) raw material, with Chemical Composition of Copper = 99.9 % ; Phosphorus = 0.015 to 0.040 %

2. RoHS Compliant

3. 360 degree concentric Wall thickness along the entire length of the tubes

4. Half hard drawn copper tubes should confirm to ASTM B75/ASTM280 (C12200) / JIS H:3300(C1220) / BS2871 part 3 (C106). Use Half Hard Temper Type for tube sizes above19.1 mm.

5. Soft copper tubes, bright annealed (mirror finish) should confirm to ASTM B68 / JIS H:3300
6. Super clean quality with low residual content below the permissible levels of 0.038 g/m2 for compatibility with use of CFC-free refrigerant.

7. 100 % Eddy Current Tested Tubes are to be used

8. Proper packaging, Storage and Traceability of the tubes.

Use Soft tube only for Indoor Unit Connection

INSULATION TO REFRIGERANT PIPING:
FR nitrile rubber / cross linked closed cell polyethylene tube insulation of 13mm upto 1"dia pipes and 19mm 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.

11. COMMUNICATION CABLE AND CONTROL CABLING:
Communication cable and control cabling: Communication cable and control cabling should be of non-polar 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.
12. 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 9 mm thick nitrile rubber tube insulation. Insulation shall be finished with self-adhesive black cotton tape.

Recommended Make-

1.Mitsubishi Elect.
2. Daikin.
3.Trane
4.Toshiba.
5.Mitsubishi Heavy.
6. Hitachi.
7. Blue Star.
8. Carrier
9."O" General
10.Voltas