SBI INFRAMANAGEMENTSOLUTIONS PVT. LTD. (SBIIMS)
(A Wholly Owned Subsidiary of SBI)

Circle Office:4th Floor ,SBI, Local Head Office, III/1,Pt.J N Marg,
Kharvelnagar,
Bhubaneswar-751001

(**Technical Bid)**

e-Reverse Auction for Air-Conditioning Work of Newly Constructed Malkanigiri Branch Premises

Tender ID: BHU201904007
Date: 29.04.2019

Name of the Tenderer.....

Address:….....

….....

GSTIN:.....

(Eligible for doing business at Orissa)

E-TENDER NOTICE

Tender ID: BHU201904007 **Date: 29.04.2019**

SBIIMS on behalf of SBI invites tender in two bid system from **authorized dealers of Air-Conditioning works** having office at Odisha and valid GST number for doing business in Odisha State are eligible to participate in the tendering through e-reverse auction in the portal ***https://www.tenderwizard.com/SBIETENDER.***
Details of tenders are as under:

1	Name of Work	:	Air-Conditioning Work of Newly Constructed SBI-Malkanigiri Branch Premises
2	Cost of Tender document		Rs.5,000.00 + GST 18% total **Rs.5,900.00** (Rupees Five thousand Nine hundred only) non-refundable. **"Amount to be paid only through SB Collect payment portal available in SBI site https://www.onlinesbi.com**."Tender ID: **BHU201904007** "
3	Tenders shall remain valid for	:	For a period of 90 days from the date of opening of price bid of tender.
4	Earnest Money Deposit (EMD)		**Rs.14,100.00 (Rupees Fourteen Thousand One Hundred Only)** as EMD submitted in the form of DD in favor of**", SBI**" payable **at Bhubaneswar** on or before 1:30 PM, **12.05.2019** at SBIIMS Circle Office, Bhubaneswar. Applicable for contractors empanelled other than SBI, Bhubaneswar Circle. Scan copy of FD deposited Bhubaneswar Empanelled contractors shall be attached.
5	Time allowed for completion	:	**40** days from the date of issue of work order.
6	Estimated Cost	:	**Rs.14,07,800.00 + G.S.T.** (as per Government Rules)
7	Availability of Tender Documents	:	Tender documents to be downloaded from the Bank's website or SBI e-tender portal ***https://www.tenderwizard.com/SBIETENDER*** & under "**procurement news**" of Bank's Web site www.sbi.co.in
8	Tender document downloading **Start Date**	:	From 11:00 A.M on **29.04.2019**
9	Tender document downloading **End Date**	:	Upto 11:00 A.M on **29.04.2019**
10	Last date and time of submission of technical bid (EMD , tender cost submission through Electronic mode & PCF)	:	Upto 01:00 P.M on **12.05.2019**
11	Date and time of Seal Bid		**On 12.05.2019 at 02.30 P.M.**
12	Date and time of e-Reverse Auction		**On 12.05.2019 at 03:30 P.M.**
13	For any details contact	:	Circle Head : 96747-17368
14	For E-Tender related queries	:	**Service provider:** M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block, Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034 **Help Desk**: Contact Person: Mr. Babu Priyabrata / Mr. Kushal Bose / Mr. Tousik Gohsh Mobile no. 08249111837 / 07686913157 / 09674758724 (On working days-9 hours–18 hours) e-mail: babupriyabrata@antaressystems.com / kushal.b@antaressystems.com / tousik.g@antaressystems.com
	Notes:		
a)	All contractors who are empanelled with SBI Bhubaneswar Circle in the specific category are only eligible for the above mentioned work.		
b)	Any abnormal increase from the quoted price / cost will not be acceptable.		
c)	The Bank reserves the right to reject any or all the tenders without assigning any reason.		

d)	Electronically Sealed e-tenders are invited from the **Bank's Empanelled Contractors as mentioned in NIT in** two parts, i.e. **Technical Bid and Price Bid separately.** Technical Bid and Price Bid to be submitted online on the website ***https://www.tenderwizard.com/SBIETENDER*** **** No bid shall be accepted offline.** **(a) Technical Bid**: Techno-commercial envelope called "Electronic Format of Technical Bid" shall contain the following documents: (i) Details of EMD and tender cost : Scan copy of Demand Draft must be uploaded in e-tender website along with technical bid. However, the DD of EMD and tender cost to submitted physically at our office. (ii) Electronic form of Technical Bid. iii) Scan copy of the SBI Empanelment letter of appropriate category must be uploaded in e-tender website. Technical Bid will be opened as per above mentioned date & time in the presence of Tenderers who desire to attend. The tenderers can view the Tender opening details through their respective log in Ids on the above mentioned e-tender portal (Website). **(b) Price Bid**: Shall contain the Electronic format of Price Bid. No condition/ stipulation in Cover-II other than unconditional general rebate shall be accepted. Price Bid will be opened only of those bidders who are successfully in Technical Bid after through scrutiny. **The contractor/ vendor can view the Tender opening details through their respective log in Ids on the above mentioned e-tender portal (Website).**
e)	The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.
f)	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.
g)	The Bank reserves the right to reject all tenders without assigning any reason whatsoever.
h)	**The vendors those who were participated in the tender "BHU201902004" are need not to pay the tender fee again to participate in the current tender.**
	E-TENDERING INSTRUCTIONS TO BIDDERS **General** State Bank of India hereby publish the TENDER on e-tendering Portal (Website) ***https://www.tenderwizard.com/SBIETENDER*** in Electronic mode hereinafter referred as "e Tendering" and TENDER will be hereunder called as "e-Tender". The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from above portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as "Online Offer". The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on above portal for respective tender in Online Envelope(s) on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender . **Instructions** **1. Tender Bidding Methodology:** Electronically Sealed Bid System – Two Stage - Two Envelopes', followed by **'e-Reverse Auction'** **2. Broad outline of activities from Bidders prospective:** 1. Procure a Digital Signing Certificate (DSC) 2. Register on the e-Procurement portal ***https://www.tenderwizard.com/SBIETENDER*** 3. Create Users and assign roles on the above portal 4. View Notice Inviting Tender (NIT) on the above portal 5. Download Official Copy of Tender Documents from the above portal 6. Clarification to Tender Documents on the above portal 7. Bid-Submission on the above portal 8. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Technical-Part 9. Post-TOE Clarification on the above portal (Optional) – Respond to SBI's Post-TOE queries 10. Attend Public/Limited Online Tender Opening Event (TOE) on the above portal – Opening of Financial-Part (Only for Technical Responsive Bidders)

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Registration

To use the Electronic Tender portal ***https://www.tenderwizard.com/SBIETENDER*** vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site.

Note: After successful submission of Registration details please contact to the Help desk of the portal to get your registration accepted/activated.

Help Desk:

Contact Person: Mr. Babu Priyabrata / Mr. Kushal Bose / Mr. Tousik Gohsh

Mobile no. 08249111837 / 07686913157 / 09674758724 (On working days-9 hours–18 hours)

e-mail: babupriyabrata@antaressystems.com / kushal.b@antaressystems.com / tousik.g@antaressystems.com

5. Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

· Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document

· Submission of digitally signed copy of Tender Documents/ Addendum

· Power of Attorney, · Two Envelopes,- Technical-Part,Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

6. Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public/Limited Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public/Limited Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public/Limited Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for'Viewing/ Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public/limited tender opening event, during e-tender, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e tender service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of SBI by the bidders in time, then SBI will promptly re-schedule the affected event(s).

7. Minimum Requirements at Bidders end

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

For and behalf of
State Bank of India

2. BUSINESS RULES FOR ONLINE TENDER
TENDER FOR AIR-CONDITIONING WORK OF SBI MALKANGIRI BRANCH NEW PREMISES

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBIIMS/SBI to conduct ON LINE BIDDING on INTERNET.

1. For the proposed online bidding, already empanelled vendors for the said purpose who fulfill all terms and conditions including deposit of earnest money only shall be eligible to participate.

1. SBIIMS/SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
2. SBIIMS/SBI will inform the vendor in writing in case of online bidding, the details of service provider to enable them to contact and get trained.
3. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
4. Vendors have to fax the compliance form in the prescribed format (provided by service provider) before start of online bidding. Without this the vendor will not be eligible to participate in the event.
5. Opening of online bids will be conducted on schedule date & time.
6. At the end of online bidding event, the lowest bidder value will be known on the network.
7. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to SBIIMS/SBI through service provider within 24 hours of completion of auction without fail.
8. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and will invite disqualification of vender to conduct business with SBIIMS/SBI as per prevailing procedure.
9. In case SBIIMS/SBI decides not to go for online bidding on procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBIIMS/SBI shall be opened as per SBI standard practice.

Business Rule for finalization of the Tender

SBIIMS/SBI shall finalize the tendering process of the item through online bidding mode. SBIIMS/SBI has made arrangement with M/s Antares Systems Limited (ASL), Banglore who shall be SBIIMS/SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Online tendering shall be conducted by SBIIMS/SBI, on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders responsibility / decision to send fax communication, immediately to ASL furnishing the price, the bidder wants to bid online, with a request to ASL to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by ASL in a readable / legible form and also the Bidder should simultaneously check up with ASL over phone about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by ASL only before the closure of Bid time and under no circumstances it shall be allowed beyond the closure of bid time. Such bidders have to ensure that the service provider is given a reasonable required time by the bidders, to upload such faxed prices online and if such required time is not available at the disposal of ASL at the time of receipt of the fax message from the bidders, ASL will not be uploading the prices. It is to be noted that either SBIIMS/SBI or ASL are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the online bidding successfully. However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

2.ASL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you, all the Rules related to the Tendering/ Business Rules Document to be adopted along with bid manual. 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 Rupees (INR) per -one- (Unit) of the items.

4. BID PRICE: The Bidder has to quote the Total cost to SBI of the items specified inclusive of all taxes, duties, freight, service tax, overhead, contractor's profit etc.

5. VALIDITY OF BIDS: The Bid price shall be firm for a period of three calendar months from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

6. The bidder has to provide a detail break up for his commercial offer in the prescribed format as given by the Bank.

7. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not execute the work as per the rates quoted, the earnest money deposited by you with us in this regard shall be forfeited without further reference to you.

8. You shall be assigned a Unique User Name & Password by ASL. You are advised to change the Password after the receipt of initial Password from ASL to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

9.At the end of the online Tendering process, SBIIMS/SBI will decide upon the winner. SBIIMS/SBI's decision on award of Contract shall be final and binding on all the Bidders.

10. SBIIMS/SBI shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.

11. SBIIMS/SBI 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. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the online bidding.

14. Successful bidder shall enter into a contract with the bank to carry out the work as per Bank's standard format.

15. OTHER TERMS & CONDITIONS:

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

– All the bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the online event
– All the Bidders are required to submit the Agreement Form (Annexure- I) duly signed to M/s Antares Systems Limited (ASL), Banglore before due date.
– After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to M/s Antares Systems Limited (ASL), Banglore for further proceedings.

Process Compliance Form

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

To Date:

M/s Antares Systems Limited,
Registered Office at: - #24, Sudha Complex,
3rd Stage, 4th Block,
Bangalore – 560079.
Ph: - 080-49352000 / 40482000
Fax: - 080-49352034

Sub: Agreement to the Process related Terms and Conditions for the online bidding

Dear Sir,

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for **Air-Conditioning Work of SBI Malkangiri New Premises**, Region-I, Jeypore, **Tender ID: BHU201904007** dated 29.04.2019
This letter is to confirm that:

1) The undersigned is authorized representative of the company.

2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

4) We confirm that SBI Group and ASL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.

5) We understand that in the event we are not able to access the auction site, we may authorize ASL to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either State Bank Group or ASL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

6) I/we do understand that ASL may bid on behalf of other bidders as well in case of above mentioned exigencies.

7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.

8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Price Bid and the format as requested by SBI / ASL.

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

With regards

Signature with company seal

Date:

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization

3. GENERAL TERMS AND CONDITIONS of CONTRACT

1. Completion period:

a. The completion period for **Air-Conditioning Work of SBI Malkangiri Branch New Premises, Region-I, Jeypore** along with the entire finishing work is **40(Forty)** days from the date of issue of the work order, failing which the Bank may impose liquidated damage of 0.5% of the total cost per week, subject to maximum of 10 % of the total cost branch/office wise. If the work is not carried out, the EMD will be forfeited.

b. The vendor shall have to make arrangements for all tools, hardware, spare parts and items, including skilled and unskilled manpower etc., which are necessary for carrying out the work effectually, at his own cost. The entire Air-Conditioning Work shall be carried out to the satisfaction of the Bank. The Bank shall have full discretion to terminate the contract any time subject to notice of seven days. In such circumstances, no compensation, whatsoever, shall be payable by the Bank to the vendor.

c. If the authorized accepted vendor fails to execute and complete the work within the stipulate time, the Principals, who has given authorization for empanellment / participation in the tender, will be fully responsible for completion of the work within the stipulated time including supply, installation, commissioning, of the Air-Conditioning Work ordered by the Bank as per original terms & conditions agreed upon by the tenderer.

2. Terms of Payment

a. The payment to the vendor for the entire work shall be made only after completion of the works as per the tender specifications, terms and conditions complete in all respects without any exceptions as mentioned below as per the bill claimed. No advance payment shall be made under any circumstances. The amount payable shall be strictly in accordance with the rates quoted by the successful tenderer.

b. 95% of the Bill value claimed against the work will be released against completion of the entire works with in 15 days. Balance 5% of the work value will be treated as Retention Money/ Security Deposit, which will be released, subject to recovery of penalties, if any, on completion of defect liability period of one year from the date of payment of the final bill subject to satisfactory service having been rendered during the period.

3. Cost of Tender, Earnest money Deposit & Initial Security Deposit (ISD):

The bidder/ contractor has to submit the EMD of **Rs.14,100.00 (Rupees Fourteen Thousand One Hundred Only)** as mentioned in NIT**.** Technical bid without EMD shall be rejected. The bidders who have already submitted on time EMD shall attach the photocopy and submit the same with Technical bid.

An amount @ 2% of the work order value less EMD is required to be deposited to the **"Circle Head, SBIIMS Pvt. Ltd., Bhubaneswar"** as ISD on or before issuing the work order through demand draft/sbi collect in favour of **"SBI" payble at Bhubaneswar**. Please note that such ISD shall not carry any interest. If the work is not carried out, within 7(Seven) days of issue of Work Order the EMD of **Rs.14,100.00** will be forfeited.

4. Rate:

a. Rate quoted should be inclusive of **all taxes except GST, duties, freight, labor charge, profit & overhead** etc. Bank shall not entertain any claim on these accounts or any other accounts afterwards, how ever **GST will be paid on actual basis.**

b. All expenses towards insurance of the materials etc, till the work is completed at the bank shall be borne by the vendor.

c. The rates quoted shall be inclusive of all costs and charges including transportation of the workmen, materials and the cost for consumables, steps for disposal of unwanted rubbish as per prevailing Municipality/ local authority Law, cleaning of the whole of the area, and any other activity or work, which are ancillary or connected with the nature of services mentioned in the tender terms and conditions.

d. The amount stated in the tender shall also be inclusive of all taxes and charges, including Excise duty, Service tax or any other taxes which are applicable as on date or may be levied by the State or Central Govt. or any Authorities in future also.

e. All statutory deductions including towards Income Tax, Sales Tax, and Security Deposit or under any Local Acts, etc shall be deducted from the amount payable to the vendor.

f. No price escalation of the amount quoted in the tender is permissible under any circumstances during the contract.

g. By accepting the work order from the SBIIMS Pvt. Ltd. the vendor shall assume all responsibility to indemnify the SBIIMS Pvt. Ltd. in case of any damage or loss caused to the Bank, its building, structure, furniture or equipments or any accident or injury or harm caused to any person, due to the fault of the vendor or any of his / their employees. The SBIIMS Pvt. Ltd. shall be entitled to deduct the amount of such loss or damage from the amount payable to the vendor.

h. Accepted Lowest Rates will be valid for a period of **SIX MONTHS** from the date of acceptance of tender which may be extended for a further period subject to mutual agreement.

5. Other Terms and Conditions:

a. That the tenderer shall engage fully trained and adequately experienced workmen, who are medically fit, with proven integrity. They should be free from all infectious diseases. The tenderer / vendor shall ensure that workmen observe cleanliness and they are courteous polite and prompt while rendering the services.

b. The tenderer should acquaint himself with the site conditions, rules and regulations issued by the local authorities, availability of materials, applicable labor laws, etc., and quote the rates accordingly. No extra charges / increase in the rate shall be considered on any account, under any circumstances.

c. The rates quoted shall cover for all sorts of works including works, ancillary and necessary for other related works, etc. If rates quoted by the tenderer are found inconsistent and overall tender is abnormally low or high for any specific item(s), the SBIIMS Pvt. Ltd. reserves the right to reject such tenders.

d. The tenderer shall make his own arrangement for procuring all the materials required for execution of the above work and may store the same at site at his own risk & cost.

e. In case any permission, license or approval from any Municipal, Local authorities or any other Govt. Authorities is necessary, it will be vendor's responsibility to obtain the same at his own cost.

f. Removing debris from the site shall be vendor's responsibility at no extra cost will be paid.

g. The rates quoted shall cover for execution of the work after office hours on Holidays, Sunday and in stages.

h. The tenderer will have to make his own arrangements for watch and ward for protecting the materials etc, at all times, until the work is completed to the satisfaction of the SBIIMS Pvt. Ltd.. The Bank/ SBIIMS Pvt. Ltd. will not be responsible for the theft or loss of the material / tools, etc till the completion of the work.

i. The tenderer will attend all the meetings whenever called for and the decisions taken in the meeting will be binding on the vendor.

j. Electric power / water required for execution of the work will not be the responsibility of the Bank / SBIIMS Pvt. Ltd.. The vendor will have to make his own arrangement for carrying the same to the place of work at his own cost by providing necessary cable, wiring etc. with proper safeguard /caution boards prominently displayed for the safety of Bank's staff and Customers.

k. Quantities given are liable to vary and the vendor shall provide more items as mentioned therein, at the same rates quoted by them for each items in the Price Bid, if required. In case any items are found not necessary the vendor shall take the same back and the SBIIMS Pvt. Ltd. shall not pay for such items, which are not necessary.

l. Bank/ SBIIMS Pvt. Ltd. will not be responsible for any loss to the vendor under any circumstances.

m. In respect of all workmen or employees directly or indirectly employed by the vendor for the performance of the works mentioned herein, the vendor shall at his own expense arrange for all the safety provision as per relevant provision of law.

n. The tenderer shall have full control over workmen engaged by him, whether skilled or unskilled, and the vendor shall give necessary guidance and instructions to his employees to carry out the jobs assigned to them by him.

o. The tenderer shall be responsible for the payment of wages and other dues to the contract labor employed by him in compliance of Minimum Wages Act and Equal Remuneration Act.

p. The tenderer shall ensure that the hours of work and other service conditions of employment of the contract labor is in consonance with all applicable laws and rules, including Contract Labor (Regulation and Abolition) Act etc.

q. The tenderer on instruction of the appropriate authority of the SBIIMS Pvt. Ltd. or his / their representatives will immediately remove from the premises any contract labor, who may in the opinion of the Bank found to be creating nuisance and the vendor shall not allow such person to work in the site.

r. It will be vendor's responsibility to ensure that each obligation under this contract is duly performed and observed.

s. The tenderer shall be responsible for any loss caused due to theft/pilferage/damage to the Bank's property including the fittings, fixtures, furniture or other equipments, entrusted in his charge or any property belonging to the Bank's staff / guest / customers when such a loss / damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on vendor's part or that of his supervisor or any of the vendor's laborers and the vendor shall be liable to pay to the Bank such amount in respect of such damages / losses as may be assessed by the SBIIMS Pvt. Ltd.. Further the vendor shall personally be responsible for good conduct and satisfactory antecedents of the contract labor employed by vendor.

t. The Bank/ SBIIMS Pvt. Ltd. will not be responsible compensation or otherwise for any injury/death caused to any staff of vendor while executing the work under this tender.

u. The tenderer shall not permit any of his employees to use any area of the premises / building for residential or any other purposes.

v. All materials and equipments required for carrying out the work will be provided by the vendor in sufficient quantity and these shall be of best quality as approved by the SBIIMS Pvt. Ltd.. All expenses for the same shall be borne by the vendor.

w. The tenderer shall be liable to comply with all applicable laws, rules and regulations in respect of all the labor laws and statutory requirements, including fire safety regulations and other regulations, which are in vogue or will become applicable in future.

x. The tenderer shall accept and bear full and exclusive liability for the payments of any or all taxes etc. now in force or hereafter imposed, increased and revised from time to time by the Central or State Govt. or by any other authority with respect to or covered by wages, salaries, or other compensation paid or payable to persons engaged by the vendor.

y. The tenderer shall bind himself / it's executor or administrator or successors and shall indemnify and hold harmless the SBIIMS Pvt. Ltd. in respect of this contract, including all claims, damages proceedings, costs, charges and/or any expenses whatsoever which may be imposed, enforced or brought against the SBIIMS Pvt. Ltd. or any of its directors, officers or employees for reasons of or consequent upon any breach or default on the part of the vendor in respect of violation of any of the provisions of Laws/Acts/Rules or regulations having the force of law or any award or decision by any competent tribunal, court of authority in respect of the workmen or any one, employed/engaged by the vendor in connection with this contract.

z. The tenderer shall be responsible for all the claims for its workmen and the said workmen of the Vendor shall not make any claims whatsoever against the SBIIMS Pvt. Ltd.. The vendor's workmen will not have any right whatsoever to get absorbed in the Bank/ SBIIMS Pvt. Ltd..

aa. The tenderer shall provide weekly off/holidays to his workmen as per labor laws, but it will be his responsibility to ensure that the work is completed within time stipulated in the work order from the SBIIMS Pvt. Ltd., without any delay at all.

ab. All types of taxes including Service Tax applicable now or made applicable in future for the materials, equipments and services, etc. will have to be borne by the vendor and Bank shall not make any extra payment. The Bank shall make statutory deductions at source as applicable.

ac. The tenderer will take out adequate insurance and keep the items and work insured until the completion of the work, against loss or damage by fire and/or earthquake, flood, etc., at his own cost, and the Bank/ SBIIMS Pvt. Ltd. shall not be liable for any loss caused to the vendor.

ad. No child labor shall be employed by the vendor to carry out any of the works/services covered by this tender.

ae. The near relatives of employee or employees of the Bank/ SBIIMS Pvt. Ltd. are prohibited from participation in this tender. The vendor shall have to submit an undertaking to the effect that his/their no near relative or relatives is/are employee(s) of the Bank/ SBIIMS Pvt. Ltd..

af. The tenderer shall be entirely responsible for any mis-happening, accident to his worker while performing duty and shall have no claim/binding on Bank/ SBIIMS Pvt. Ltd. with respect to any compensation/monetary benefits etc., whatsoever.

ag. The tenderer shall make arrangements to identify each of his workmen at the security point while entering the premises before resuming work and while departure after completing each day's work. However, they are liable to be checked at any time during their work and anywhere within the premises by the Security. The Security personnel of the Bank are authorized to check the belongings of the workmen while entering and leaving the office premises for security reasons. The vendor shall issue identity card to their workmen & Supervisor.

ah. If the vendor fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the SBIIMS Pvt. Ltd. may: -

i. Hold the vendor liable for all losses or damages occasioned to the Bank by such failure or neglect.
ii. Hold the vendor liable to pay damages and compensation for loss and inconvenience caused by dislocation of services.
iii. In case it is felt by the SBIIMS Pvt. Ltd. that any workman is not suitable for carrying out the work inside the premises, then such workman is to be replaced immediately by the vendor.

6. Statutory Obligations:

a. The tenderer shall fully comply with all the applicable laws, rules and regulations relating to Contract Labor (Regulation and Abolition) Act 1970 and Contract Labor (R&A) Central Rules 1971, Provident Funds Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI Act, Migrant Labor Act and / or such other Act or laws or regulations passed by the Central, State, Municipal and Local Government agency or authority including TDS as per I.T. Act, applicable from time to time.

b. The tenderer shall be responsible to register himself and obtain a valid license under the Contract Labor (Regulation and Abolition) Act, 1970 and rules there under and the / vendor must comply with and carry out all the provisions and obligations under the said Act and Rules there under, including renewal of license and furnish all information to the Bank/ SBIIMS Pvt. Ltd. as may be required by Act/Rules and the vendor shall indemnify the Bank/ SBIIMS Pvt. Ltd. against the penalties/claims or for any default on his part.

c. The tenderer shall be responsible for proper maintenance of all Registers, Records and counts so far as these relate to the compliance of any statutory provision/obligations. The / vendor shall be responsible for maintaining record pertaining to payment of wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

d. The tenderer shall make regular and full payment of labor charges, salaries and other payments as per labor laws especially under Minimum Wages Act and Payment of Wages Act to his workmen deputed for the work and furnish necessary information as and when asked.

e. In case of labor unrest/disputes arising out of non-implementation of any law, the responsibility shall solely lie with the Vendor and he shall remove / resolve the same satisfactorily at his cost and risk. The Vendor will abide by rules, regulations, bylaws and statutes etc. for executing for his job.

f. The tenderer shall at all times indemnify and keep indemnified the Bank/ SBIIMS Pvt. Ltd. and its Officers, servants and agents from and against all third party claims, whatsoever including not limited to property loss and damage, personal accident, injury or death of person of any sub-vendor or the servants of agents of the Vendor, any sub- vendor(s) and/ or the owner. The / vendor shall be at his own cost and initiative at all times maintain all liabilities under workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their industrial legislation from time to time in force.

7. Termination:

i. The SBIIMS Pvt. Ltd. reserves the right to terminate the contract any time during the pendency of the contract on failure by the vendor to adhere to the conditions here in above indicated or agreed in the contract. Such termination will be communicated in writing to the vendor and any work affected beyond date of termination of the contract shall not be measured and paid for.

ii. In case the SBIIMS Pvt. Ltd. decides to terminate the contract, it shall do so by giving seven day's notice.

iii.

f the performance of the successful tenderer is found to be unsatisfactory, the SBIIMS Pvt. Ltd. reserves the right to cancel in part or whole the contract and get the work executed through alternative means at the entire risk and cost of the vendor with whom the work order was first placed. In such cases, the vendor should make good all losses that the Bank may incur due to this. The Bank/ SBIIMS Pvt. Ltd. may proceed with legal actions if necessary.

8. Agreement on stamp paper:

The selected tenderer / vendor will have to enter into agreement on non-judicial stamp paper of requisite value, within 10 days of acceptance of tender, and all the costs with respect to the same shall be borne by the / vendor.

4. SPECIAL CONDITIONS OF CONTRACT

1. The entire works carried out shall be under a comprehensive warranty of 12 months from the date of payment of final bill of the work. During the period of warranty the vendor shall in addition to attending to our calls for repairs/maintenance, conduct corrective maintenance and no charges shall be payable for such maintenance, including materials replaced or requiring replacement.
2. Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the SBIIMS Pvt. Ltd.. SBIIMS Pvt. Ltd. reserve the right to reject the bid, if bid not submitted in proper format as per tender.
3. **Clarifications of Bids:** To assist in the examination, evaluation and comparison of bids the SBIIMS Pvt. Ltd. may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
4. **Packing, shipping and marking:** The tenderer / vendor shall be responsible for assuring that all commodities shipped are properly packed and protected to prevent damage or deterioration during shipment. Packaging and shipping costs shall be borne by the tenderer. Customs clearance and all costs and actions associated with import duties, taxes and processing of documents within India are borne by the bidder.
5. **Construction/Installation / Commissioning of the work:**
   a. The tenderer is responsible for all unloading, unpacking and lifting of materials to be used for the work.
   b. The items and list not in BOQ but required for successful completion of the works shall also be considered to be part of the supply scope without any extra cost.
6. **Inspections And Quality Control Test:**
   a. The SBIIMS Pvt. Ltd. reserves the right to carry out pre-shipment inspection by a team of SBIIMS Pvt. Ltd. officials engaged by the SBIIMS Pvt. Ltd. of any of the existing live installation of the supplier referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office, the same shall be arranged at the cost of bidder.
   b. The SBIIMS Pvt. Ltd.'s right to inspect, test and where necessary reject the products after the product arrival at the destination shall in no way be limited or waived by reason of the products having previously been inspected, tested, and passed by the SBIIMS Pvt. Ltd. or its representative prior to the products' shipment from the place of origin.

7. **Insurance of Works:**

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss or damages from whatever cause arising other than the

excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in 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.

1. 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.

2. 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.

3. Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the SBI the policy of insurance and the receipts for payment of the current premiums.

A. Damage to Persons & 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 :

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

ii. The right of SBI to execute the works or any part thereof, on, over, under, in or through any lands.

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

iv. Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor 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 SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

B. Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 7 (A) of this clause.

C. Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor 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 SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed.

D. Third Party Insurance:

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 7 of SCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 26.0 thereof.

D-1. Minimum Amount of Third Party Insurance:

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

The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs 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.

D-2. Accident or Injury to Workmen:

The SBI shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the indemnify and keep indemnified SBI against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

D-3. Insurance Against accidents etc to Workmen:

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

D-4. Remedy on Contractor's Failure to Insure:

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

Without prejudice to the other rights of the SBI against contractors, in respect of such default, the SBIIMS Pvt. Ltd. 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 SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or re-pairing of the materials or goods destroyed or damaged.

8 TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART

a) Time of Completion: The entire work is to be completed in all respects within the stipulated period of **40 (Forty) days**. The work shall be deemed to be commenced within 7 (Seven) days from the date of issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly adhered to by the Contractor. The work shall not be considered as complete until the SBIIMS Pvt. Ltd. have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

b) Extension of Time: If in the opinion of the SBIIMS Pvt. Ltd. the work be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the SBIIMS Pvt. Ltd./ The Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the work, or delay, of other contractors or tradesmen engaged or nominated by the SBIIMS Pvt. Ltd. and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strike or lockout affecting any of the building trades or (f) from other causes which the SBIIMS Pvt. Ltd. may consider are beyond the control of the Contractor, the SBIIMS Pvt. Ltd. before the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefor. In the event of the SBIIMS Pvt. Ltd. failing to give possession of the site upon the day specified above the time of completion shall be extended suitably. In case of such strikes or lock outs, as are referred to above, the Contractor shall, immediately give the SBIIMS Pvt. Ltd., written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the SBIIMS Pvt. Ltd. to proceed with the work and on his doing so that it will be ground of consideration by the SBIIMS Pvt. Ltd. for an extension of time as above provided. The decision of the SBIIMS Pvt. Ltd. as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lockout and the SBIIMS Pvt. Ltd. shall then, in the event of extension being granted, determine and declare the final completion date. The provision in Clause 7 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended date fixed by the SBIIMS Pvt. Ltd. were substituted for and the damage shall be deducted accordingly. Hindrance Register in the approved format shall be maintained and proper record of hindrances arisen and solved with the dates to be recorded in the register by the SBIIMS Pvt. Ltd.'s Site Engineer/The Bank's Site Engineer and Contractor's authorized representative so that extension of time to be granted can be derived from the register, and recommended by the SBIIMS Pvt. Ltd. and approved by the SBIIMS Pvt. Ltd.'s competent authority.

9. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the SBIIMS Pvt. Ltd. within the stipulated period, the Contractor shall be bound to pay to the Bank a sum calculated @ 0.50% of the accepted contract sum per week of delay subject to a maximum of 10% of the accepted contract value by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

10. ACTION WHEN WHOLE OF 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 liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the SBIIMS Pvt. Ltd. shall have power to adopt any of the following courses as they may deem best suited to the interest of the Bank:

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

b) To employ labour by the Bank and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the The SBIIMS Pvt. Ltd. shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract and the certificate of the SBIIMS Pvt. Ltd. as to the value of the work done, shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the The SBIIMS Pvt. Ltd. shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the SBIIMS Pvt. Ltd. under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. In the event of any of the above courses being adopted by the Bank the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials 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 rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the SBIIMS Pvt. Ltd. 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.

11. STORAGE OF MATERIALS

The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-contractors and remove same on completion. Sheds for storage of cement are to have pucca floor raised above the ground. Cement godown shall be constructed for storing about six weeks requirements of cement and stored as per norms with a stack of 10 bags each, two ft. opening all around with two ft. passage between each stack. Structure shall be waterproof from all the sides and top. Cement should be stored one ft. above the ground level and the floor of the godown shall consist of wooden planks resting on base prepared of dry bricks. So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

12. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, trees, bushes, shrubs, loose stone, and rubbish materials of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost. The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the SBIIMS Pvt. Ltd./The Bank. The Contractor shall further set out the work to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

13. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to a safe place as per rules of the appropriate authorities/instruction of the Bank/ SBIIMS Pvt. Ltd.. The Contractor shall keep the foundations and work free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the SBIIMS Pvt. Ltd. for the purpose, until the building is handed over to the SBIIMS Pvt. Ltd.. The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the SBIIMS Pvt. Ltd. and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

14. ACCESS

Any authorized representative of the Bank/ SBIIMS Pvt. Ltd. shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Bank/ SBIIMS Pvt. Ltd. or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Bank/ SBIIMS Pvt. Ltd. and no person shall be allowed at any time without the written permission of the Bank/ SBIIMS Pvt. Ltd..

15. REMOVAL OF IMPROPER WORK

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

16. NOMINATED SUB CONTRACTOR

All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities/Rates and/or specifications and who may be nominated or selected by the SBIIMS Pvt. Ltd. are hereby declared to be sub-contractors em-

ployed by the contractor and are herein referred to as nominated sub-contractors. No nominated sub-contractor shall be employed on or in connection with the work against whom the contractor shall make reasonable objection or save where the SBIIMS Pvt. Ltd. and contractor shall otherwise agree who will not enter into a contract provided:

a) That the nominated sub-contractor shall indemnify the contractor against the same obligations in respect of the sub-contract as the Contractor is under in respect of this contract.

b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the contractor or under any Workman's compensation Act in force.

c) Payment shall be made to the nominated sub-contractor by the contractor within fourteen days of his receipt of the certificate from engineer of SBIIMS Pvt. Ltd., provided that before any certificate is issued the contractor shall upon request furnish to the SBIIMS Pvt. Ltd. proof that all nominated sub contractor's accounts included in previous certification have been duly discharged, in default whereof the Bank may pay the same upon a certificate of the SBIIMS Pvt. Ltd. and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privet of contract between the SBIIMS Pvt. Ltd. and the sub-contractor.

17. DAMAGE TO PERSONS AND PROPERTY, INSURANCE, ETC.

The Contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-Contractor or of any of his or a sub Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause what so-ever in any way connected with the carrying out of this contract. The clause shall be held to include inter alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or pathways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify and hold harmless the SBIIMS Pvt. Ltd. in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties. The contractor shall effect the insurance necessary and indemnify the SBIIMS Pvt. Ltd. entirely from all responsibility in this respect. The insurance must be placed with a company approved by the SBIIMS Pvt. Ltd. and must be effected jointly in the name of the contractor and the SBIIMS Pvt. Ltd. and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of the contract. The SBIIMS Pvt. Ltd. shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

18. MEASUREMENT OF WORK

The contractor will record the measurements in the approved printed measurement books and submit measurements for verification and endorsement of Project Management the SBIIMS Pvt. Ltd. Engineer. The contractor should submit the bill in duplicate to the SBIIMS Pvt. Ltd. with such endorsement. The SBIIMS Pvt. Ltd. shall upon receipt of the bill intimate to the contractor that he requires the work to be measured, and the contractor shall forthwith attend or send a Qualified Agent to assist the Engineer of SBIIMS Pvt. Ltd. in taking such measurements and calculations and to furnish all particulars or to give all assistance required by Engineer. Should the contractor not attend or neglect or omit to send such Agent then the measurement taken by the Engineer of SBIIMS Pvt. Ltd. and approved by him shall be taken to be the correct measurement of the work. The contractor or his Agents may at the time of measurement take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the knowledge of SBIIMS Pvt. Ltd., if subsequently sanctioned by him in writing, with the approval of the SBIIMS Pvt. Ltd. shall be included in such measurements. The final measurement should be done within three months from the date of completion of work jointly by the SBIIMS Pvt. Ltd. and/or his representative. If the contractor fails to comply, the measurements taken by the SBIIMS Pvt. Ltd. will be final.

19. METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender document, measurements will be on the net quantities of work produced in accordance with up to date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Engineer of SBIIMS Pvt. Ltd. shall be final and binding on the contractor.

20. ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. specification, and in the event of there being no I.S. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the SBIIMS Pvt. Ltd..

21. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC

The contractor(s) shall not deposit materials on any site which will cause inconvenience to the public. The SBIIMS Pvt. Ltd./ The Bank may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

22. PAYMENTS

a) All bills shall be prepared by the Contractor in the form prescribed by the SBIIMS Pvt. Ltd.. The bills in proper forms must be duly accompanied by detailed measurements recorded in the standard measurement book duly endorsed by the engineer of SBIIMS Pvt. Ltd. in support of quantities of work done and must show deductions for all previous payments, retention money, etc. The final bill shall be submitted by the Contractor to the SBIIMS Pvt. Ltd. within 15 (Fifteen) days of the date fixed for completion of the work or of the date of certificate of completion furnished by the SBIIMS Pvt. Ltd. and payment shall be made by the Bank within two weeks from the date of receipt of the final bill duly verified & certified by the engineer of SBIIMS Pvt. Ltd.. The SBIIMS Pvt. Ltd. reserves the right to withhold in part or full payment of bills in case of noncompliance/violation of any terms and conditions stipulated in the agreement. The contractor shall neither suspend the work nor claim for extension of time for nonpayment/withholding of payment on this account and no interest is also payable on the payment withheld/due.

23. FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the SBIIMS Pvt. Ltd.. Payments of final bill shall be made after deduction of Retention Money, taxes etc. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

24. VARIATION/DEVIATION

The Contractor may when authorized and shall, when directed in writing by the SBIIMS Pvt. Ltd./Bank and/ or omit, or vary the work shown in the drawings or described in the specifications or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Bank/ SBIIMS Pvt. Ltd. shall when confirmed by the Contractor in writing within 3 days shall be deemed to have been given in writing. The price of all such additional/non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, materials at site of work including wastage and other components as required plus 15% towards contractor's profit, supervision, overhead etc. Works Contract Sales Tax, if applicable will be considered over and above 15%. The tendered rates shall hold good for any increase or decrease in tender quantities. No claim for an extra shall be allowed unless it shall have been executed by the authorization of SBIIMS Pvt. Ltd./The Bank. No variation i.e. additions, omissions or substitutions shall vitiate the contract.

25. SUBSTITUTION

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the SBIIMS Pvt. Ltd. /The Bank in writing for any such substitution well in advance. For materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the SBIIMS Pvt. Ltd./ The Bank has to be obtained in writing prior to execution.

26. CLEARING SITE ON COMPLETION

On completion of the work the Contractor shall clear away and remove from the site all constructional plant surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in a workmanlike condition to the satisfaction of the Bank and SBIIMS Pvt. Ltd..

27. DEFECTS AFTER COMPLETION

The Contractor shall make good at his own cost and to the satisfaction of the Bank all defects, shrinkage, settlements or other faults which may appear within 12 months from the date of payment of final bill and considered as the "defect liability period". In default the SBIIMS Pvt. Ltd. may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the SBIIMS Pvt. Ltd. or may be deducted by the SBIIMS Pvt. Ltd., in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the Contractor from the amount retained together with any expenses the SBIIMS Pvt. Ltd. may have incurred in connection therewith.

28. CONCEALED WORK

The Contractor shall give due notice to the Bank whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the option of the SBIIMS Pvt. Ltd. /The Bank be either opened up for measurement at the Contractor's expense or no payment be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the SBIIMS Pvt. Ltd. shall be accepted as correct and binding on the Contractor.

29. ESCALATION

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc. unless specifically provided in these documents.

30 IDLE LABOUR

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

31 SUSPENSION

If the Contractor except on account of any legal restraint upon the SBIIMS Pvt. Ltd. preventing the continuance of the work or in the opinion of the SBIIMS Pvt. Ltd. shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default the SBIIMS Pvt. Ltd. shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this Clause. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 7 (seven) days after such notice has been given to proceed with the work as therein prescribed, the SBIIMS Pvt. Ltd. may proceed as provided in the Clause. (Termination of Contract by the SBIIMS Pvt. Ltd.).

32. TERMINATION OF CONTRACT BY THE SBIIMS Pvt. Ltd.

If the Contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract, or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SBIIMS Pvt. Ltd. that he is able to carry out and fulfill the contract, and if so required by the SBIIMS Pvt. Ltd. to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the work, or shall in the opinion of the SBIIMS Pvt. Ltd. not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the SBIIMS Pvt. Ltd. after three clear days notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the SBIIMS Pvt. Ltd. may not withstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the SBIIMS Pvt. Ltd. of the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the SBIIMS Pvt. Ltd. or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the work when the work shall be completed, or as soon thereafter as conveniently may be the SBIIMS Pvt. Ltd. shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the SBIIMS Pvt. Ltd. may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized. Any expenses or losses incurred by the SBIIMS Pvt. Ltd. in getting the work carried out by other contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other contractors or against the Security Deposit.

34.PROFORMA FOR AGREEMENT BETWEEN THE BANK AND CONTRACTOR

(On Non-Judicial Stamp Paper of Rs. 20.00)

ARTICLES OF AGREEMENT made this _____ day of _____Two thousand ..... ____ between the State Bank of India, a Corporation constituted under the State Bank of India Act, 1955 and having its Regional Business Office named as RBO-I, Jeypore and many offices at many other places (hereinafter

referred to as "the BANK") which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Assistant General Manager (Region-VI).

AND

M/s. _____ having its registered office at _____ _____ (thereinafter referred to as the 'CONTRACTOR') of the OTHER PART.

WHEREAS the Bank is desirous of carrying out the Air-Conditioning work of SBI Malkangiri Branch New Premises (hereinafter called the 'Works').

AND WHEREAS the Bank has caused the plans, drawings and specifications, priced schedule of quantities of the work to be executed at the SBI Malkangiri Branch New Premises as per General conditions of the contract and special conditions of the contract, subject to which the offer of the Contractor shall be accepted.

A wholly owned subsidiary of the Bank named as "SBIIMS Pvt. Ltd. (SBI Infra Management Solutions Pvt. Ltd.) will carry out all the inspection work for Bank and ensure the quality of the work.

AND WHEREAS the tender of the Contractor for _____ _____ _____.

WHEREAS the contractor has deposited with the Bank Rupees _____ _____as Security deposit for the due performance of the agreement. AND WHEREAS the SBIIMS Pvt. Ltd. has issued work order therefore to the contractor.

AND WHEREAS said drawings _____ inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings etc and such further detailed drawings as may be furnished to the contractor by the said SBIIMS Pvt. Ltd. as described in the said specifications and the said priced schedule of quantities.
2. The Bank will pay to the Contractor the sum of Rs._____ (Rupees _____) (hereinafter called the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.
3. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
4. The said contract comprises the building _____ _____ works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Bank even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the Bank reserves the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
6. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

7. Any dispute arising under this agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Bank/ SBIIMS Pvt. Ltd. and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first herein above written.

WITNESS	EXECUTANTS
1.	1. BANK
2.	2. Contractor
	* Common Seal

*In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc as the case may be affixing common seal may be initial in token thereof and also by putting their names.

TECHNICAL SPECIFICATIONS
FOR AIR COOLED SPLIT/CASSETTE TYPE AIR CONDITIONERS

1.0 GENERAL:

- Air cooled split type air conditioner shall consist of units.

- Evaporator unit (indoor unit)
- Condensing Unit (Outdoor Unit)

– The evaporator unit comprises evaporator coil, evaporator fan assembly installed together in a single sheet metal casing and with inter-connecting refrigerant piping, refrigerant controls, safety devices, etc., The unit shall be complete with electronic centre & control pad incorporating the thermostat & speed control.

– The condensing unit comprise compressor-motor unit, condenser coil, condenser fan, fan control, casing supporting stand etc,.

– Both the evaporator unit and the condensing units shall be factory manufactured.

– The Panel for casing shall be machine pressed and folded. The entire casing shall be factory manufactured, it shall be of robust construction and shall present a neat appearance. The tenderers shall also bring out in their tenders clearly the manufacturing techniques, finishes employed to meet the service conditions involved, etc,.

– The units supplied with control panel incorporating switch fuse units, contactors, over load relays, single phase preventers, push bottons, etc., compressor and condenser fans.

2.0 EVAPORATOR UNIT.

➢ All the components of the evaporator units shall be housed in a sturdy MS/GSS casing. In the case of MS casing, it should be dully painted/treated to resist corrosion, rust and other deleterious effects.

➢ Removable panels shall be provided to finish access to the cooling coil, fan motor compartments filter to facilitate servicing and maintenance work.

➢ The fan section shall consist of fan, fan casing (scroll) shaft and driven motor.

➢ The fan shall be centrifugal type and impeller shall incorporate forward curved blades. the fan shaft and impeller shall be both statically and dynamically balanced.

➢ The fan scroll shall be designed and shaped to optimise recovery static pressure and maximise efficiency at rated delivery and static pressure

➢ The fan shall be direct driven by a TEFC squirrel cage induction motor. the tenderers shall confirm electrical characteristics of the motor as required in technical data.

➢ The fan motor drive etc., shall all be design and mounted so as to minimise noise and vibration.

➢ The cooling coil shall be of copper tubes and aluminium fins, the concentration shall be not less than 3/cm (8\in).

3.0 CONDENSING UNIT :

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

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

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

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

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

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

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

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

The fan motor sets shall be complete with protecting guards.

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

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

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

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

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

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

4. 0 REFRIGERANT PIPING

10. The specifications that follow cover the requirements of piping.

11. Only copper piping/tubing of refrigeration quality of company approved size shall be used. All piping / tubing shall be new fresh, clean and dry.

12. Fittings like bends, tees, sockets, etc. shall be of copper or forged brass. Flare type fittings may used for copper tubing while hard drawn tubes up to and including 15mm size may be bent to from 90 Deg bends with throat radius being not less than 3 times the tube diameter. for bigger sizes, bends should be used as noted already.

13. Liquid line strainers shall be made of brass shall incorporate bronze screen and permanent management. Strainers shall be provided with shut valves on either side.

14. Thermostatic expansion valve shall be complete with remote bulb and external equaliser and external super head adjustment. Solenoid valves shall have manual opening system to serve as by - pass in case of failure of solenoid valve. Liquid-moisture indicator shall be provided in the liquid line.

15. Flare type joints may be used for copper tubing while for a hard drawn pipe only brazed joints shall be used. For Small lines also such as equaliser lines, expansion valves connections, gauge connections, connecting pressure switches etc., Flared fittings and joints shall be used.

16. Piping shall be insulated sufficient number of bends and turns to ensure sufficient fleetly and minimise vibration. Supports, Clamps, Saddles, hangers etc., of adequate strength should be provided as required to support the piping adequately and minimise vibration.
17. Necessary isolating material like rubber, felt, spring, etc,. should also be provided as an additional measure to limit transmission of noise and vibration.

18. Refrigerant piping shall be carried out giving due consideration to the need to ensure oil return and avoid liquid slope-over into the compressor, Accordingly, the piping shall include necessary loops, traps, slopes, etc,. to achieve these objectives.

19. While installing the piping, adequate clearance between pipes should be provided for insulation is called for.

20. On completing the erection, the system shall be pressure tested with dry nitrogen or carbon de-oxide. The test pressure shall be as under.

21. High Pressure side - kg /sqcm(psi) : 25 (365)

22. Low Pressure side - kg /sqcm(psi) : 110 (150)

23. The system shall hold the pressure for a minimum period of 24 hours without revealing leaks.

24. After the leak test has been completed successfully, the pressure due to Nitrogen or Carbon-de-oxide in the system.

25. The System shall then be dehydrated by drawing a vacuum. The vacuum achieved shall be achieved shall be at least as deep as 500 microns and shall be maintained for a period of at least 24 Hours after the vacuum pump has been shut off.

INSULATION FOR REFRIGERANT PIPING:

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

CONDENSATE DRAIN PIPING:

27. PVC Pipes (Medium) shall be used for condensate drain piping.

28. Piping shall be supported suitably on walls/floor and all charges involved there to shall be applied in the prices quoted by the tenderers.

29. While Installing the piping the contractor shall keep in mind the requirement that it should not foul with the structural or architectural features of the building. Further, all piping must be installed in a neat and workman - like - manner.

MODE OF MEASUREMENTS

30. Unit prices in the schedule of quantities.

31. The item description in the schedule of quantities is in the form of a condensed resume. The Unit price shall be held to include everything necessary to complete the work covered by this item in accordance with the specifications and drawings. The sum total of all the individual item prices shall represent the total price of the installation ready to be handed over.

32. The Unit price of the various items shall include the following.

33. All equipment, machinery, apparatus and materials required as well as the cost of any tests which, the consultant may request in addition to the tests generally required to prove the quality & performance of equipment.

34. All the labour required to supply and install the complete installation accordance with the specifications.

35. Use of any tools, equipment's, machinery, lifting tackle, scaffolding, ladders, etc., required by the contractor to carry out his work.

36. All the necessary measures to prevent the transmission of vibration.

37. The necessary material to isolate equipment foundations from the building structure, wherever necessary.

38. Storage and insurance of all equipment, apparatus and materials.

39. The contractor's unit price shall include all equipment, apparatus material and labour indicated in the drawings and/or specifications in conjunction with the item in question on its own (and within the system as a whole) complete, even though not specifically shown described or otherwise referred to.

WARRANTY

40. One year over all warranty to be provided on Split/Cassette Air conditioners and 5 years warranty on compressor from the date of completion of work and hand over to the Bank.

5. Letter of undertaking

The Circle Head,
SBI Infra Management Solutions (SBIIMS) Pvt. Ltd.,
4th Floor, State Bank of India,
Local Head Office, Bhubaneswar,
III/1-Pandit Jawaharlal Nehru Marg,

Bhubaneswar, Odisha-751001.

Dear Sir,

TENDER FOR CARRYING OUT AIR-CONDITIONING WORK OF SBI MALKANGIRI BRANCH NEW PREMISES VIDE TENDER ID:BHU201904007 DATED 29.04.2019

With reference to the tender for the above work, we hereby undertake –

- That we have fully understood the scope of the work to be carried out and acquainted ourselves to the local working conditions.
- That we shall strictly comply with the specifications laid down in the tender and the directions given by SBIIMS Pvt. Ltd. during the execution of the work.
- That our quoted rate is inclusive of all the material cost , labour cost, taxes ,service tax, duties , transportation , loading & unloading , freight , overhead and profit and Bank/SBIIMS Pvt. Ltd. shall not entertain any claim whatsoever on this account afterwards.
- That after accepting the work order we shall not back out, failing which the SBIIMS Pvt. Ltd. shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That after accepting the work order if we could not start the work within seven days from the date of issue of work order, the work order will stand cancel and for which the SBIIMS Pvt. Ltd. shall be at liberty to forfeit the EMD and take action against us as deemed fit without making further reference to us.
- That we shall use all the materials approved by the SBIIMS Pvt. Ltd. and shall not substitute any material without obtaining prior approval from the SBIIMS Pvt. Ltd..
- That we shall complete the work within the stipulated time and we understand that in case of delay on our part is liable for deduction of liquidated damage as stipulated in the tender.
- That an amount equivalent to 5% of the bill value shall be retained from the payment due to us by the Bank for a defect liability period of 12 calendar months from the date of payment of final bill, which will be released after the expiry of the said defect liability period, if no defect is found during that period.
- That we shall attend to any defect in the work done by us which is brought to our notice within the defect liability period, at our cost and shall not claim any extra cost for the same , failing which the SBIIMS Pvt. Ltd. shall be at liberty to forfeit the Security deposit without making any further reference to us.
- That we shall adhere to all the safety norms as per stipulations made by the competent authority.

Yours faithfully,

Place:

(Signature of contractor)

Date:

6. BID CONFIRMATION LETTER

To
Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block,
Basaveshwara Nagar,
Bangalore - 560 079, India
E- Mail: - kushal.b@antaressystems.com
Tel.:- PH. NOS. : +91-80-4048-2000 (20 lines)

Mobile :- (+91) 7686913157
Fax:- +91-80-4048-2114

Sub: e-Reverse Auction for Air-Conditioning work of SBI Malkangiri Branch New Premises Vide Tender Id: BHU201904007 dated 29.04.2019

Ref : 1 _____

2. Reverse Auction dt. _____

3. Our Offer No. dt.

Dear Sir,

We confirm that we have quoted.

1. ----------

(Price quoted on Total cost to SBI basis – Item Rate.....)

as our final lump sum prices during the Reverse Auction conducted today.
The item wise detail rates are appended herewith.

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

APPROVED MAKE

> Daikin, Bluestar, Voltas, Carrier or equivalent

CONTACT INFORMATION

E-Tender/E-Auction Service Provider	**SBIIMS Bhubaneswar Circle**
Service provider: M/s Antares Systems Limited, Registered Office at: - #24, Sudha Complex, 3rd Stage, 4th Block,	**For Technical queries:** **Mr. Bodduri Veera Pratap**, Asst. Manager (Electrical) SBIIMS Pvt. Ltd.

Bangalore – 560079. Ph: - 080-49352000 / 40482000 Fax: - 080-49352034 **Help Desk**: Contact Person: Mr. Babu Priyabrata / Mr. Kushal Bose / Mr. Tousik Gohsh Mobile no. 08249111837 / 07686913157 / 09674758724 (On working days-9 hours–18 hours) e-mail: babupriyabrata@antaressystems.com / kushal.b@antaressystems.com / tous-ik.g@antaressystems.com	Administrative Office, Berhampur Email : bodduri.pratap@sbi.co.in Cell : 9937337964 **For tender related queries:** **Mr. Prakash Sethi**, Manager (Civil), SBIIMS, Circle Office Bhubaneswar Ph: 9491041610 Email: prakash.sethi@sbi.co.in