

Ref. No. P&E/RBORAT/F&S/2026/02

Dated: 20/07/2026



**NOTICE INVITING TENDER FOR SUPPLY, INSTALLATION, TESTING,
COMMISSIONING (SITC) & MAINTENANCE OF WATER BASED FIXED
FIRE FIGHTING SYSTEM**

AT

**STATE BANK OF INDIA REGIONAL BUSINESS
OFFICE, RATLAM**

Mitra Niwas Road, Ratlam - 457001

DATE OF ISSUE: 01.08.2026

LAST DATE OF RECEIPT: 17.08.2026, up to 3:00 PM

Issued By:

Chief Manager (Compliance)

1st Floor, State Bank of India,

Regional Business Office,

Mitra Niwas Road, Ratlam - 457001

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NOTICE INVITING TENDER

Limited Tender only those empaneled vendors at Bhopal circle for the respective category of work (Note: Firm should possess valid digital signature for this e-tendering process)

1.	Name of Work & Estimated Cost	SITC of Down comer system (Hose Reel/Terrace Pump & Accessories) at SBI RBO Building Ratlam. (Approx. Rs. 7,26,600/-), AMC for first year free of cost upto Defect liability period (including quarterly visits)
2.	Scope of Work	Design, Supply, Fabrication, Erection, Testing and Commissioning of the complete Water Based Fixed Fire Protection System like Hydrant, Down comer, Hose Reel, Fire Pump, and Other Allied Equipment's and establishment of guaranteed performance parameters.
3.	Time allowed for completion	Three - Calendar month from the date of letter of intent (LOI)/placing work order.
4.	Price Basis	Firm Prices inclusive of all duties and taxes/GST extra as applicable. No escalation other than statutory variations for the items listed in Schedule of Quantities.
5.	Earnest Money Deposit	Rs.7,266.00 by crossed Bank Draft/ Banker's Cheque drawn in favour of Regional Manager, State Bank of India, RBO Ratlam (to be enclosed in sealed envelope as a part of Technical Bid). EMD exempted, in case of submission of MSE Govt. of India letter.
6.	Security Deposit	5% of the final contract value in the form of BG issued by any Nationalized/Scheduled Bank other than SBI or in the form of DD/BG (Interest free) in favor of State Bank of India, payable at Ratlam, while issuing of the work order.
7.	Cost of Tender Documents	NIL,
8.	Submission of tender bids online	On or before, 17.08.2026, up to 03:00 PM online mode.
9.	Place of opening of Tender	State Bank of India, RBO Ratlam, Mitra Niwas Road, Ratlam - 457001
10.	Bid Opening Date	17.08.2026, up to 03:30 PM
11.	Defects Liability Period	12 Months (Twelve Months)
12.	Validity of offer	3 Months from The Date of opening of price bid

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13.	Liquidated Damages:	0.5 % per Week Subject to Maximum of 5% of Contract Value.
14.	Tender Submission	Technical Bid: First 10 pages of tender document duly signed and stamped to be uploaded online and all pages of tender document duly signed and stamped to be submitted in hard copy offline. Price Bid: Price Bid to be uploaded online at https://etender.sbi Vendor must have digital signature.
15.	<i>Rate quoted by the bidders shall remain firm throughout the contract period (including authorized extension). Rate quoted shall be inclusive of all, duties, levies, royalties & other</i>	

	incidental /other industrial charges etc. However, tax/GST as applicable shall be paid extra by the Bank as per actual.	
16.	Digital Signature	You are advised to obtain digital signature at the earliest (if you do not already have) as it is mandatory.
17.	Name of Bank's Official for any Clarification.	Zonal Fire Officer Contact No. 7389226639 Email. ID - zfo.aoindore@sbi.co.in
18.	Deduction for poor workmanship / defective materials	An equitable deduction to correct the poor workmanship or replacement of materials / equipments at risk of Vendor.
19.	Jurisdiction	Ratlam
20.	Additional Security Deposit (ASD)	If the L1 Price quoted is more than 10% below of the estimated cost, the vendor has to submit an additional security deposit. The Amount of ASD shall be the difference between 90 % of the estimated cost. The ASD will be released after successful completion of the work.

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21.	Terms of Payment	Stage Payments a) On Testing & Commissioning and handover to the Bank: 95% of the contract price shall be paid to the Vendor after successful testing & commissioning at site and within thirty (30) days after the date of the acceptance of Completion Certificate, of Contract check by Fire Officer/Bank Authorized Official. b) Remaining 5% after completion of successful warranty period i.e., 12 months. Note: - a) Payment will be made as per actual material used at site. b) Work awarded Vendor shall have to do necessary Drawings, designs as per actual site conditions & get the actual BOQ approved before supplying the Material and after approval from Bank's engineer/ Fire Officer will be considered as approved drawings as given in tender "approved drawings". c) Necessary Test Certificates will have to be produced with Material.
22.	Inspection	As per site requirement.
23.	Test Certificates	Manufacturer's test certificates for pumps, electrical panels etc. Whenever applicable on demand of Employer / Bank.
24.	Insurance	Worker Insurance Policy for Vendor's men, material in transit and third-party insurance to be arranged by Vendor.
25.	Power and Water supply	The Employer shall arrange the power and water for erection and commissioning at one or two single point free of cost, further distribution, and safe usage to be arranged by Vendor. Electrical Safety device such as ELCB, MCB, RRCB etc to be provided before making connection.

Note:

- a) Process Compliance Statement to be submitted.
- b) Bid received later than the given time/date will be summarily rejected. Canvassing in any form will lead to disqualification.
- c) The Bank reserves the right to reject any or all the offers without assigning any reasons thereof.

Chief Manager (Compliance)

RBO Ratlam.

Date:

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INSTRUCTIONS TO THE BIDDERS AND GENERAL TERMS & CONDITIONS

Limited Tender only those empaneled vendors at Bhopal circle for the respective categories are eligible to apply for the above tender.

NOTE: INCASE OF ANY DISPUTE ARISING REGARDING THE JOB CONTRACT, INCLUDING THE INTERPRETATION OR THE SCOPE FOR WORKING THEREOF, THE DECISION OF SBI BHOPAL CIRCLE SHALL BE FINAL AND BINDING.

Mode of Submission of Tender:

The tender shall be submitted online in two cover system in accordance with the procedure detailed herein below.

- a) The tender shall be submitted in online system in accordance with the procedure detailed herein below.
- b) **Technical Bid: First 10 signed and sealed pages to be uploaded online and** shall contain covering letter, technical and commercial terms & conditions and Tender document all pages duly stamped and signed along with necessary attachments including a copy of EMD (exempt in case of MSEs/ NSIC as per Govt. of India terms and conditions, certificate of the same to be enclosed).
- c) **Price Bid: to be uploaded** Price bid **online mode at <https://etender.sbi/> and** shall be opened on as date and time as stipulated in the tender, (Price Bid shall be opened only after technical evaluation and for empaneled bidders only).
- d) 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.
- e) **State Bank of India has the right to accept/reject any or all tenders without assigning any reasons.**
- f) For any other queries the vendors may contact **Fire Officer at the office of HR & Admin Department, AO Indore at zfo.aoindore@sbi.co.in**
- g) **Site and its Location:** The proposed work i.e., Supply, Installation, Testing & Commissioning of Fixed Firefighting System is to be carried out at proposed **SBI RBO Ratlam building Mitra Niwas Road, Ratlam - 457001.**

2.0 SCOPE OF WORK

The tender under reference covers supply, installation, testing, commissioning of Fixed Fire Protection system in existing building as per the notice inviting tender, condition of contract, technical specification & schedule of work and as per the direction & satisfaction of the Bank's Engineer.

3.0 COMPLETION PERIOD

Time is the essence of the contract. The time schedule for total work according to the contract shall be **Three Calendar Months** from the date of placement of work order or handing over of site whichever is later.

4.0 EARNEST MONEY DEPOSIT

EMD of Rs. 7,266/- in the form of DD/BC to be submitted in favour of Regional Manager, RBO Ratlam. Earnest Money deposit (EMD) is exempted for agencies registered under National Small Industries Corporation (NSIC) or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the

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tendered items/services. Declaration of Udyog Aadhar Memorandum (UAM) by the MSE parties on Central Public Procurement Portal (CPPP) shall be mandatory. However, attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate should be submitted in this regard.

5.0 Bidders should have PAN, GSTIN registration, PF registration, ESI registration. Copy of the same shall be submitted along with techno commercial offer.

6.0 TENDER DOCUMENTS

Tender Documents comprises two parts viz. **Part-I (Technical Bid)** and **Part-II (Price Bid)**. The Technical Bid Part consists of EMD, Notice Inviting Tender, Condition of Contract and Technical Specification. The Price Bid Part consists of Prices Schedule. Bidders are requested to read all the terms and conditions mentioned in the tender document and seek clarification if any, from Fire Officer on e-mail: zfo.aoindore@sbi.co.in.

7.0 TENDER SUBMISSION

- a) The intending bidders shall be deemed to have visited the site and familiarize themselves thoroughly with the prevailing site conditions before submission of the tender. Non-familiarity with the site conditions will not be considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule.
- b) The bidder is required to register on the e-procurement and submit their bids online during business hours.
- c) For registration and online bid submission bidders may contact the service provider M/s E-Procurement Technology Ltd.
- d) The bidders shall authenticate the bid with his **Digital Certificate** for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidders will not be accepted on the e-procurement platform.
- e) All the bidders who do not have digital certificates need to obtain Digital Certificate (with both Signing and Encryption Components).
- f) If any of the documents furnished by the bidders are found to be false / fabricated / bogus, the bidders are liable for rejection/d-listing.
- g) The bidder should keep track of any Addendum/Corrigendum/Amendment issued by the Tender Inviting Authority on time-to-time. No separate newspaper advertisement shall be published for such Addendum/Corrigendum/Amendment etc. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- h) The bidders should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps.
- i) M/s. E-Procurement Technology Ltd, will not be responsible for incomplete bid submission by users. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
- j) Neither the Company (SBI) nor the service provider (M/s. E-Procurement Technology Ltd) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.
- k) The intending bidders shall be deemed to have visited the site and familiarize themselves thoroughly with the prevailing site conditions before submission of the tender. Non familiarity with the site conditions will not be considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule.

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8.0 SUPPLY OF MATERIAL

All materials required for the work shall be supplied by the Bidders.

9.0 TAXES & DUTIES

All taxes and duties other than GST shall be included in the basic rate. GST shall be quoted separately as per Schedule of Work.

10.0 PAN, GSTIN registration, ESI, PF registration:

Bidders are required to submit PAN, GST registration, Provident Fund registration and ESIC along with Un-priced part of their offer, failing which their offer may be liable to be rejected.

11.0 INSTALLATION, COMMISSIONING & TRAINING

The installation, testing and commissioning of all the items required/stipulated in the BOQ shall be carried out by competent engineers/technicians of the Bidders at the work site. After commissioning, the successful bidder's engineer / technician shall impart necessary training to SBI's personnel in operating and maintaining the installed fire protection system. No separate charge shall be payable by the SBI for the purpose.

12.0 NON-CONFORMANCE

Tenders not conforming to the above-mentioned requirements are liable to be rejected.

13.0 VALIDITY OF OFFER

Tendered shall keep their offer valid for a period of 90 days from the date of opening of Unpriced bid.

14.0 QUANTITY VARIATION

The quantity as mentioned in the Schedule of Work/ Price Bid is indicative. The selected bidder/Vendor shall however ascertain the exact quantity required at site and supply and install accordingly. As the work progresses, it is possible that there will be quantity variations to any extent & omission of items. **Under all such circumstances, the rates should remain firm.** The vendor will be paid as per actuals executed.

15.0 FIRM PRICE

The price should be firm and irrevocable and not subject to any change till the completion of Scope of Work.

16.0 RATES AND OTHER ENTRIES

- a) The bidders should quote for all items in the Schedule of Rates.
- b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- c) Corrections if any should be attested by full signature of the bidders.
- d) Every page of the tender document including annexure/enclosures shall be stamped and signed by the bidders or his authorized representative thereby indicating that each and every page has been read and the points noted.

17.0 RIGHT TO ACCEPT OR REJECT TENDER

17.1 SBI reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the bidders (s) in the manner it considers suitable. In the event of receipt of lowest price from more than one (1) bidder, fresh price bids shall be invited from the lowest bidders only to determine final lowest bidder for placement of order.

17.2 Bids of any bidders may be rejected if a conflict of interest between the bidder and SBI is detected at any stage.

17.3 All the bids will be evaluated based on criteria as mentioned in this NIT. Price bid of those bidders who are not

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meeting the criteria will not be considered for commercial evaluation.

17.4 This is an online tender. Tender if submitted through e-mail or post shall be summarily rejected.

17.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.

17.6 Clarifications/exceptions/deviations to the tender terms & conditions and specifications:

- a) SBI expects Bidders to confirm compliance to tender terms & conditions and specifications, failing which the Bidders are liable to be rejected. Hence all Bidders in their own interest are advised to submit their bids in all respects confirming to all terms & conditions of the bid document.
- b) Bids shall be evaluated based on the information/documents available in the bid. Hence Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Those participants are not complying the requirements of documents stipulated in the tender will be rejected without any further opportunity.

18.0 Site Visit

18.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions, liaison requirements with local authorities/ authorities maintaining the campus, security agencies guarding the campus, traffic regulations in and around the site etc. The rates quoted shall include working at all heights, cost for provision of nets, barriers and the like as required by authorities, CPWD, NBC and codes to stop any sound, dust and the like from disturbing the precinct. Nothing extra shall be paid in this regard. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

19. Security Deposit

The successful tenderer will have to submit a sum equivalent to 5 % of contract value , by means of Demand Draft drawn in favour of State Bank of India payable at Ratlam within a period of 7 days of acceptance of tender.

19.1 Additional Security Deposit (ASD) :-

If the L1 Price quoted is more than 10 % below of the estimated cost, the vendor has to submit an additional security deposit. The Amount of ASD shall be the difference between 90 % of the estimated cost. The ASD will be released after successful completion of the work.

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

20.0 Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

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21.0 Bid Prices

21.1. Prices are to be quoted in Indian Rupees only.

21.2. Prices quoted should be all inclusive, excluding taxes.

21.3. The vendors should avoid quoting either Abnormally High Rates (AHR) or Abnormally Low Rates (ALR) as compared to the prevailing market rates

22.0 The EMD will be forfeited:

- a) if a Vendor does not participate in the e-bidding or
- b) if a Vendor makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) In the case of a successful Vendor, if the Vendor fails to sign the Contract.

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UNDERTAKING LETTER

(To be submitted along with the Bid)

Regional Manager,
State Bank of India
RBO Ratlam,
Mitra Niwas Road, Ratlam - 457001

Madam/ Dear Sir,

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF WATER BASED FIXED FIRE FIGHTING SYSTEM AT STATE BANK OF INDIA, RBO Ratlam building, Mitra Niwas Road, Ratlam - 457001.

I/We refer to the tender notice issued by you for works in connection with the above.

I undertake to submit the tender document along with all terms & Conditions, Specifications and subsequent annexure and corrigendum's (if any) duly signed and stamped by authorized representative / signatory on becoming L1. However, we accept all the terms and conditions along with the specifications, Drawings (approved from Bank's engineer/ Fire Officer), Layouts etc defined in the tender documents.

I/We hereby offer to perform, provide, execute, complete, and maintain the works in conformity with the drawings/ designs (first approved from Bank's engineer/ Fire Officer) , conditions of contracts & specifications schedule of quantities relating to the works.

I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/We do hereby agree, should this tender be accepted in whole abide by and fulfill all the terms and provisions of the said conditions annexed here to,

Complete the works within stipulated (03 Calendar Months) time as per the work program enclosed with the tender in two or three shifts if considered necessary by the Employer at no extra cost to the Employer.

I/We will submit the 5% security deposit amount in the form of DD/BC or BG in favour of State Bank of India payable at Ratlam as stipulated in the NIT, respectively which, I/We note, will not bear any interest and is liable for forfeiture.

I/We understand that you are not bound to accept the lowest or any tender you receive.

Yours faithfully,

Signature

Designation

Name of Partner / Director of the Firm authorized to sign or name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

Signature and address of witnesses:

a. Signature

Name

Address

b. Signature

Name

Address

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GENERAL TERMS & CONDITIONS

1.0 DEFINITIONS

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings respectively assigned to them namely,

- 1.1 The "SBI/Client" shall mean SBI having its Regional Business Office at Ratlam, Madhya Pradesh and shall include its successors and assigns.
- 1.2 The "Project" shall mean "Supply, Installation, Testing & Commissioning of Fixed Fire Fighting System at State Bank of India, RBO Ratlam , Mitra Niwas Road, Ratlam - 457001)".
- 1.3 The 'Bank's Engineer'/'Engineer' shall mean the Engineer / Officer authorized by the 'SBI' for the purpose of the contract for overall Supervision and Co-ordination of site activity and certification of billing.
- 1.4 "Contract Price" shall mean the total amount referred to in Article / Price Schedule, subject, however, to any valid adjustments made through the application of relevant Contractual provisions herein.
- 1.5 "Effective Date of the Contract" shall mean the date that the Contract comes into force in accordance with Article.
- 1.6 "Final Acceptance" shall mean the acceptance by the Purchaser / Client / Employer of the Works in accordance with conditions of Contract & the issue of a final acceptance certificate.
- 1.7 "Site" shall mean the land upon which the Works are to be constructed as specified in Drawing.

2.0 DETAILS TO BE SUBMITTED ALONG WITH THE TENDER

The tender, as submitted, shall consist of the following:

- a) Soft copy of Technical Bid Tender Document duly filled in, stamped, and signed by the Bidders as prescribed in different clauses of Tender documents. The bid shall only be submitted online as per the format provided by the Agency/Bank. No hard copy of technical bid & priced bid shall be submitted. The price shall be quoted in online portal only.
- b) The Power of Attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of SBI only. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted, if any.
- c) Any other documents required in terms of this tender.

3.0 RATES AND OTHER ENTRIES

- a) The bidders should quote for all items in the Schedule of Rates. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly, if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- c) All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the bidders.

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- d) Every page of the tender document including annexure / enclosures shall be stamped and signed by the bidders or his authorized representative thereby indicating that each and every page has been read and the points noted. Non-submission of signed and sealed documents shall result in rejection of the bid.

4.0 RIGHT TO ACCEPT OR REJECT TENDER

The SBI reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the bidders(s) in the manner the SBI considers suitable. The work may be split up if considered expedient.

5.0 SECURITY DEPOSIT

- a) On acceptance of the Bid, Bidder shall within fifteen (15) days, deposit with SBI an Initial Security Deposit of 5% of the Contract value (i.e., order value excluding taxes) and the same shall be in any of the following form:
- i. Bank draft drawn in favour of SBI payable at Ratlam of any Scheduled/ Nationalized Bank in favour of SBI. or
 - ii. Bank Guarantee executed by any Nationalized/Scheduled Bank **other than SBI** as per Performa enclosed.
- b) If the Bidder fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and SBI shall be entitled to award the Work elsewhere at Supplier's risk and cost. The EMD of the bidder to whom Contract was awarded, shall be forfeited.
- c) No interest shall be payable against Security Deposit.
- d) Wherever the Security Deposit / Retention Money is furnished by Bidder in any form other than in cash or Demand Draft, Bidder shall be entirely responsible to keep such form of security deposit enforceable by extending the validity thereof before one month of date of expiry and keep them enforceable, until released by SBI after the Defect Liability Period.
- e) The Security Deposit / Retention Money shall remain at the entire disposal of SBI as a security for satisfactory execution and completion of the Work(s). SBI shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated or otherwise) and other dues and recoveries from Bidder under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Bidder's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- f) On due and satisfactory performance of all the obligations of Bidder under this Contract including completion of work in all respects, carrying out the obligations of Bidder during Defect Liability Period, Retention Money shall be released by SBI subject to recoveries, deductions and retentions there from as provided under the Contract.

6.0 TESTING & INSPECTION

- a) All materials required for the execution of the work should be new and should conform to applicable standard specification and approved by the Bank's Fire Officer before actually put to use. Commencement of work without prior approval shall be entirely at the risk and cost of the Vendor. No delay due to non-availability of the materials, tools, equipment etc. will be entertained by the SBI. In the case of certain Machinery / Equipment, the Bank's Fire Officer may inspect the item for approval before they are brought to site.

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- b) The SBI shall be entitled at all times at the risk of the Vendor to inspect and/or test by themselves or through any independent person(s) or agency (ies) appointed by the SBI and/or to direct the Vendor to inspect and/or test all material(s), items and components whatsoever supplied or proposed for supply, for incorporation in the work inclusive, during the course of manufacture or fabrication by the Vendor and/or at the Vendors work or otherwise, such materials or items or components. The inspection and/or test shall be conducted at the expense of the Vendor and if conducted by the Vendor may be directed by the SBI to be conducted by agency (ies) nominated by SBI and/or in the presence of witness (ess) nominated by the SBI.
- c) The Vendor shall furnish to the Bank's Fire Officer for approval when requested or as required by the specification or other contract documents, adequate samples of material intended for incorporation in the works. Such sample to be submitted before the work is commenced permitting sufficient time for tests, examination(s) thereto by the Bank's Engineer. All materials furnished and incorporated in the work shall conform to the sample(s) in all respects.
- d) The Bank's Fire Officer shall be entitled to reject at any time any defective materials, item or components, (including special manufactured or fabricated items or components) supplied by the Vendor for incorporation in the works.
- e) The Vendor shall at all times ensure highest standard of workmanship, relating to the work to the satisfaction of the Bank's Fire Officer. The Bank's Fire Officer shall have the power to inspect the work as also to test or instruct the Vendor to test the works or any structure, material or component thereto at the risk and cost of the Vendor, either by the Vendor or by any agency(ies) nominated by the Bank's Fire Officer or Site Engineer on his behalf.
- f) The Vendor shall provide all facilities; instruments material / labour and accommodation required for testing the works (including checking the set time out of work) and shall provide Bank's Engineer all assistance necessary to conduct the test whenever and wherever required.
- g) The Bank's Engineer, on inspection or test if not satisfied with the quality of workmanship of any work, structure, material, component (decision of the Bank's Engineer being final in this behalf), the Vendor shall re-perform, replace, re-install and / or re-erect as the case may be such work, structure material or component, as no such rejected work, structure, material, item or component shall be re-used without the prior permission of Bank's Engineer.
- h) Notwithstanding any provided in the foregoing clauses hereto and notwithstanding the Bank's Engineer/ or his representative has inspected tested and/or approved any particular work, structure, material or component, such inspection, test or approval shall not absolve the Vendor of his full responsibilities under the contract inclusive or relative to the specification, performance guarantee. The said inspection and test procedure being intended basically for satisfaction of the SBI / prima-facie erection and/or material and equipment supplied for incorporation in the work is in order.
- i) On no account, shall the Vendor proceed with the covering up or otherwise placing beyond reach of inspection or measurement any work before necessary inspection, entries are filled in the Site Inspection Register by the Bank's Engineer or his authorized representative. The Vendor do so the same shall be uncovered at the Vendor's risk and expense for carrying out the inspection and measurement.
- j) If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the Vendor, such tests shall be carried out by the Vendor as per the instructions of Bank's Fire Officer and cost of such tests shall be reimbursed by the SBI.

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- k) The SBI reserve the right to inspect the Equipment at Bidders' works by them or through a third party nominated by the SBI. Bidders will provide all assistance to SBI's inspector in carrying out such inspection at Bidder's works free of any charges.

7.0 PERFORMANCE GUARANTEE:

7.1 Performance Guarantee:

- a) The **Performance Guarantee/SD** to ensure the performance of the contractor shall be as terms & conditions stipulated in the tender. This deposit shall be held for the like amount, for the period of warranty from the date of commissioning of the system, at the SBI RBO Ratlam. The amount shall stand released to the contractor at the end of the said term, if no bar is placed on such release, in writing, by the monitoring authority of the contract i.e., the Regional Manager, SBI RBO Ratlam, on the grounds of proven deficiencies, inability or unwillingness in fulfilling the contractual obligations. *In case of any serious deficiency by the contractor in fulfilling the contractual obligations, the Bank shall have the right to forfeit the said deposit either fully or partly, as it deems reasonable.*
- b) During the currency of the warranty and annual maintenance contract, any number of fault complaints shall have to be attended-to, free of charge. It is to be noted well that any such complaint must be duly attended within the timeframe laid down i.e., within 72 hrs. Failure on this score may invite penal action.
- c) The lowest bidder to deposit initial security deposit of 05% of the contract value in the form of BG issued by any nationalized / scheduled bank other than SBI.
- d) The Vendor shall guarantee that the equipment and workmanship of work done, and any fittings designed / manufactured / supplied by him are as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available grade and quality as required for the application.
- e) The Vendor shall also guarantee that the work done, and any fittings designed, manufactured, supplied, erected shall be as per prevailing relevant standard, codes and statutory practices / stipulations.

7.2 WARRANTY: MAINTENANCE DURING WARRANTY PERIOD:

- a) **Warranty / Guarantee** shall be a comprehensive one, of free replacement of any failed components in the system, except in cases of misuse, relocation, accidents or sabotage and replacement of batteries (**beyond their warranty**) for the battery back-up. *The warranty shall also entail free, on-site, preventive maintenance of the system at quarterly intervals* as per maintenance schedule. There shall be no let or relief on this account. A proper record of all such maintenance work duly authenticated by the authorized SBI Official shall be kept by you and a copy of the same shall be submitted to the Fire Officer for his record. The Vendor will repair and/or replace all defective parts, components / fittings, accessories etc. which shall be notified to them in writing within the Defect Liability Period Promptly at free of cost. The Vendor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/ or replaced.
- b) During the currency of the warranty, any number of fault complaints shall have to be attended-to, free of charge. It is to be noted well that any such complaint has to be attended within the timeframe laid down i.e., within 72 hrs. Failure on this score may invite penal action. The initial maintenance during the warranty period of the system as well as the battery (which is covered by its separate warranty) will be free of charge and shall include free replacement of any / all failed components / spares, with regular quarterly visits to carry out maintenance of the system.

8.0 SITE PARTICULARS

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The intending bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

9.0 SUPPLY OF MATERIAL

9.01 All materials required for the work shall be supplied by the Vendor. In addition, all materials required for temporary and enabling work shall be arranged and provided by the Vendor. All incidental expenses, loading, unloading, transportation, handling etc. shall be the responsibility of the Vendor and cost towards such expenses should be included in the finished item rates.

9.02 All other materials, as required to complete the works in all respects according to the contract rates shall be inclusive of all freights, and other taxes, duties, loading, unloading, transporting, handling and storage charges etc. GST will be paid extra as applicable.

10.0 TIME FOR COMPLETION OF WORK

- a) The Vendor shall complete in all respects in accordance with the Contract, the entire work at each job site within the time specified in this behalf in the Time Schedule. **Three (03) - Calendar month from the date of placing work order.**
- b) The opinion / decision of the Bank's Fire Officer on this behalf and as to the extension of time necessary shall be final and binding upon the Vendor.
- c) The term "Force Majeure" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes, epidemics, pandemic, quarantine restrictions and freight embargoes and transporters strike affecting the country.

11.0 TAXES & DUTIES

Rates will be inclusive of all duties etc, and GST will be paid extra as applicable.

12.0 LIQUIDATED DAMAGE

- a) If the Vendor is unable to complete the jobs specified in the scope of work within the period specified in NIT, it may request SBI for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, SBI may at its discretion extend the period of completion and shall recover from the Vendor's running account bill, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5% of basic contract value for each week of delay or part thereof. The LD shall be limited to 5% of the total basic contract value.
- b) Notwithstanding what is stated in Clause above, the SBI shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Vendor, in the event of his failing to complete the work within the stipulated time or in the even progress of Vendor's work is behind schedule, as judged by the Bank's Engineer.
- c) Then the Bank's Fire Officer upon receiving necessary approval from Competent Authority may in writing make a fair and reasonable extension of time for completion of the works as per provision of tender, provided further that the Vendor shall constantly use his best endeavor to the satisfaction to proceed with the works. Nothing herein shall prejudice the rights of the Vendor under clause herein above.

13.0 TERMS OF PAYMENT

- a) No mobilization advance shall be paid to the Vendor.
- b) 95% against successful installation upon verification and certification by the Fire Officer.

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- c) 05% against after completion of warranty period of one year.
- d) Final payment shall be released based upon the measured installed quantity.

14.0 DISPUTE RESOLUTION

Any dispute or difference arising under this Contract shall be referred to competent Court having jurisdiction. The Courts at Ratlam will have exclusive jurisdiction to settle any dispute arising out of this contract.

15.0 EXTRA ITEMS OF WORK

- a) During the course of execution of the work, should the Vendor come across items of work which are not covered under the Schedule of Rate or not included therein, the Vendor shall draw the attention of the SBI / Bank's Fire Officer to the same and such items of work shall be treated as extra only with the prior approval of Bank's Engineer in writing. Vendor shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.
- b) For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analyzed as follows: Rate for extra item = Cost of material including transportation till site (a) + cost of labour inclusive of all necessary tools, tackles, equipment, machinery, and consumable (b) required to carry out the work + 15% of (a+b) towards profit and overhead + taxes, duties etc.

16.0 RIGHT OF SBI TO TERMINATE THE CONTRACT

- a) SBI shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the SBI the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified and approved by Bank's Fire Officer and of the value of the Work done to date by the Vendor shall be paid for in full at the specified in the Contract.
- b) A notice in writing from the SBI to the Vendor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the SBI. The SBI's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Vendor.

17.0 LABOUR LAWS

- a) No Labour below the age of eighteen (18) years shall be employed on Work. In case female workers are engaged, requisite provisions shall be made as per the statute.
- b) Vendor shall not pay less than what is provided under law to the laborers engaged by him on Work.
- c) Vendor shall at his expense comply with all labor laws and shall keep SBI indemnified in respect thereof.
- d) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract.

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- e) Vendor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

18.0 INSURANCE

- a) Vendor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the SBI as follows:
- b) Employee's Compensation and Liability Insurance:
- c) Vendor shall obtain Workmen Compensation policy in his name in respect of Vendor's employees to be engaged for the work towards compensations as admissible under the Employee's Compensation Act, 1923 and Rules framed there under upon death/ disablement and also medical treatment of a worker and the same has to be produced to the Bank's Engineer before start of the work. SBI should be mentioned as the Beneficiary.

19.0 HSE REQUIREMENTS BY VENDORS

A. Housekeeping:

- a) Vendors shall ensure that their work area is kept clean, tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Vendor.
- b) All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

B. Confined Space:

Before commencing Work in a confined space, the Vendor must obtain from SBI a Permit to Work, the Permit to Work will define the requirements to be followed. As minimum Vendors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined space is provided.

C. Tools, Equipment and Machinery:

The Vendor must ensure that all tools & equipment provided for use during the Work is:

- a) Suitable for its intended use.
- b) Safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

D. Working at Height:

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Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Vendor Personnel working at height, Vendors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height, the Vendor must obtain from SBI a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

E. Fall Prevention System:

Fall prevention systems (e.g., fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

F. Fall Protection Systems:

Where fall protection systems are used then the Vendor must ensure the following is applied:

- a) Only approved full body harness and two shock-absorbing lanyards are used,
- b) Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- c) Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- d) Lifeline systems must be approved by SBI before use.
- e) Use of ISI marked industrial helmet at all point of time.

G. Scaffolding:

- a) All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.
- b) Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Vendor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

H. Stairways and Ladders:

- a) Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.
- b) Fabricated ladders are prohibited.
- c) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- d) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- e) Ladders will be lowered and securely stored at the end of each workday.
- f) Ladders shall be maintained free of oil, grease and other slipping hazards
- g) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- h) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

I. Lifting Equipment and Accessories:

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- a) All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.
- b) Damaged equipment / accessories and equipment shall be tagged “out of use” and immediately removed from Site.

J. Lockout Tag out (“LOTO”):

Prior to performing work on machines or equipment, the Vendor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Vendor Personnel receive the necessary training.

K. Barricades:

- a) Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.
- b) Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.
Compressed Gas Cylinders
- c) Gas cylinder shall be securely stored and transported and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash back arrestor to be used to prevent any explosion due to backfire.

L. Electrical Safety

Prior to undertaking any work on live electrical equipment, the Vendor must obtain a Permit to Work from SBI. Wherever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing. The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Vendor Personnel may enter substations and/or transformer and only after being specifically authorized by SBI.
- d) Electrical Safety device such as ELCB, MCB, RCCB etc. to be provided before making connection.

M. Hot Works:

- a) A Permit to Work must be obtained from SBI prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.
- b) Prior to the use of temporary propane or resistance heating devices approval must be obtained from SBI.

N. Trenching, Excavating, Drilling and Concreting:

- a) A Permit to Work must be obtained from SBI and all underground lines; equipment and electrical cables shall be identified and located prior to beginning the work. The Vendor shall assign a competent Vendor Personnel to all trenching and excavation work.

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- b) Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Vendor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations.

O. Environmental Requirements:

- a) **Waste Management:** The Vendor is responsible to remove any waste generated by the work being done on the Site. The Vendor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for SBI to review at any time and may be subject to SBI's prior approval.
- b) Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.
- c) **Spills:** The Vendor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.
- d) **Emissions:** The Vendor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emissions shall be subject to the approval of SBI's Emissions include but are not limited to noise, dust, fumes, vapors.

P. Gas Cutting Activity:

- a) The gas cylinder shall be carried in a trolley.
- b) The rubber hose fitted to the gas cylinder shall be of good quality and sufficiently long.
- c) The gas cylinder shall be fitted with gas regulator and pressure gauges which must be in good working condition. Non-return valve shall be provided on the gas cylinder to prevent back fire.
- d) All the joints on gas cylinder, gas cylinder valves, gas holder connection, gas rubber hose joints etc shall be free from any type of leakage.
- e) The operator shall wear helmet, hand gloves, safety goggles, shoes etc while carrying out the activity. While working at height safety belt shall be used. The operator shall use gas lighter to light the gas.
- f) The workplace and its surrounding areas shall be free from any flammable or combustible materials.
- g) The gas cylinder shall be kept away from any hot object.
- h) The gas hose shall be kept away to prevent any contact with the hot falling material.
- i) The area below and its surrounding shall be free from any other activity or cordon off.
- j) Fire extinguishing medium like fire extinguishers, water or sand shall be available at the workplace.
- k) After completion of the job close the valve of the gas cylinder and discharge the gas from the gas hose. Keep the gas cylinder and gas pipe in a proper place.

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BANK GUARANTEE

(PERFORMANCE)

Letter of Guarantee No.

Dated: the day of

THE GUARANTEE is executed at Ratlam on the day ofby.....(set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall unless expressly executed or repugnant to the context or meaning thereof mean and include its successors and assigns).

WHEREAS SBI (local address),..... an existing company within the meaning of the Companies Act, 1956 and having its Regional Business Office, Ratlam (hereinafter referred to as "the Company") issued a Tender being No. dated (here in after referred to as "the said Tender") for (set out purpose of the job) and pursuant thereto Messrs/ Mr.(set out full name and address of the Vendor) (hereinafter referred to as "the Vendor" which term or expression wherever the context so requires shall mean and include the partner or partners of the Vendor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Vendor had been accepted by the Company and in pursuance thereof an Order being No..... dated..... (Hereinafter referred to as "the said Order") has been placed by the Company on the Vendor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Vendor is required to furnish the Company at their/his/its own costs and expenses a Bank Guarantee for Rs..... (Rupees only) as performance guarantee for the fulfillment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Vendor under the Agreement dated the day of(hereinafter referred to as "the Agreement") entered into by and between the Company of the one part and the Vendor of the other part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Vendor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned.

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NOW THIS GUARANTEE WITNESSETH as follows:

1. In consideration of the aforesaid premises at the request of the Vendor, we..... (set out the full name of the Bank) the Bankers of the Vendor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the day of.....entered into by and between the Company of the one part and the Vendor of the other part, the terms and conditions of the said Tender and the said Order.

2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupeesonly) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.

3. The Guarantee is issued as security against due performance of the obligations of the Vendor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs (Rupees only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.

4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.

5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Vendor.

6. We (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.

7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, there under.

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9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of.....(last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, (set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.

10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day ofgranted to him by the Bank.

Place:

Date:

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TECHNICAL SPECIFICATION FOR FIXED FIRE FIGHTING SYSTEM

1.0 GENERAL

- a) This specification is intended to cover residual engineering, supply, fabrication, erection, testing and commissioning of the Fixed Fire Protection system, as per enclosed Schedule of Work, drawings and tender terms & conditions inclusive of the supply of all labour, supervision, tools, equipment and erection materials as necessary.
- b) The specification shall be read in conjunction with the Conditions of Contract, Schedule of Work/Bill of Quantity as enclosed with this Specification. However, in the event of any conflict between Schedule of Work/Bill of Quantity and Technical Specification OR item description mentioned in Schedule of Work/Bill of Quantity shall prevail.

2.0 STANDARDS & CODES

- a) The complete supply and installation work for the equipment and accessories covered under this specification shall be designed, manufactured, erected, tested and commissioned in accordance with the latest BIS. In cases where IS are not available, the equipment and accessories shall conform to the latest publication of recognized National Standard Institutions.
- b) All fire-protection equipment and installation work shall also conform to National Building Code and local Fire Department. Fire Department and Fire Insurance Regulations as regards safety, earthing and other essential provisions specified therein for installation and operation of the systems.

3.0 SCOPE OF WORK

- a) The details of various equipments relevant to the Fixed Fire Fighting System have been elaborated in the subsequent sections of this document.
- b) All equipment, materials, hardware and accessories to be supplied by the bidder shall be brand new ones and make specified in the tender. For other approved equivalent make, prior written approval of the SBI shall be obtained for which detail technical document & Data sheet for all such items with make etc. shall be furnished along with application for SBI review and acceptance.
- c) All relevant drawings, technical data sheets and technical leaflets/catalogues, Test Certificates of major items shall be submitted.
- d) Furnishing of all labour, skilled and unskilled, supervisory personnel, tools and tackles for fabrication / erection, testing equipment, implements, supplies, consumables and hardware for timely and efficient execution of the site work.
- e) The item of work to be performed on all equipment and materials shall include but not be limited to the following:
 - i. Receiving, unloading of the materials at site
 - ii. Opening, inspection and reporting all damages and short supply of items.
 - iii. Arranging to repair and/or re-order all damaged and short supply items.
 - iv. Storing at site with suitable all-weather protection.
 - v. Side-Shifting of materials as directed by Engineer-in Charge
 - vi. Assembly, erection and complete installation.
 - vii. Necessary co-ordination between works done by the other Vendors.

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- viii. Final check-up, testing and commissioning in presence of SBI's representative.
- ix. Trial run for seven days, rectification of defects, if any and adjustment as necessary.
- f) Reference shall be drawn to the "Schedule of Work" for quantity of major items.
- g) Vendor will be given a place (only) for storing his materials, tools, tackles. Vendor shall store (at his own cost) at that designated place to keep his materials, tools & tackles. Vendor shall make proper security arrangement for his materials till the installation is taken over by the SBI. SBI will not be responsible for any theft/loss of materials.
- h) Construction power and water: Power & Water is available during execution same may be providing to the Vendor as its existing building.

4.0 TESTS

- a) The installation work shall be tested by the Vendor after completion of his erection / installation work with an advance notice to the engineer so that he or his authorized representative may witness the same also.
- b) The Vendor shall carry out Test as per relevant codes & standards and record the same in proper format. **All piping after installation shall be tested for a hydrostatic test pressure of 10 Kg/Sq cm maintained for 24 hours. All joints and valves shall be checked for leaks and rectified and retested.** During testing all valves except drain & air valves shall be kept fully open. After completion of the tests, the recorded test results shall be submitted to the SBI for his approval and acceptance.
- c) The test result of any installation or equipment or its part, if considered not satisfactory to the engineer, the concerned installation / equipment and its accessories shall be properly rectified by the Vendor and shall be tested again to the satisfaction of the engineer by the Vendor at his own cost.

5.0 FIRE SPRINKLER SYSTEM

The sprinkler system shall be installed as per **IS 15105**, complete with sprinkler Installation Control Valves, Sprinkler main, branch and internal piping, valves, alarms and supporting arrangements, Sprinkler heads with spare sprinklers, Flow switches, and Connections to risers etc. All material shall be of the best quality conforming to specifications and subject to the approval of the Bank's Engineer. Pipes and fittings shall be fixed truly vertical/horizontal or on slopes required in a neat manner. Pipes shall be fixed in such a manner so as to provide easy accessibility for repair and maintenance. Pipes shall be securely fixed to walls and ceilings by suitable clamps at intervals specified. Only approved types of anchor fasteners shall be used for RCC ceilings and walls. Valves and other equipment shall be so located that they are easily accessible for operation, repairs and maintenance.

6.0 PIPING

- a) Piping to be laid over ground shall be supported on pipe rack / supports. Rack/ support details shall have to be approved by SBI.
- b) Surface of over ground pipes except galvanized pipes shall be thoroughly cleaned of mill scale, rust etc. by wire brushing.
- c) All pipes inside the building and where specified, outside the building shall be MS C Class conforming to IS: 1239 - Heavy. Pipes 200/150 mm dia. and above shall be M.S. as per IS: 3589 with minimum 6 mm wall thick & fittings shall be fabricated from pipes confirming to IS 3589. Pipes shall be carefully laid to the alignment, levels and gradients and great care shall be taken to prevent any sand, earth or other matter from entering the pipes during laying. Pipes shall be kept thoroughly clean during the course of laying. The

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ends of pipes shall be blocked with wooden plugs wedged home, at the end of each day's work to prevent dirt and rodents, insects etc., entering the pipe.

- d) Pipes up to 50mmdia, tapered screwed / Socket welded / Butt welded type jointing shall be adopted, while for pipes above 50mmdia welded or flanged connections shall be used. Flanged joints shall be made with 3 mm thick insertion rubber washer / Gaskets. All bolt holes in flanges shall be drilled & making hole by using gas cutting is not acceptable. The drilling of each flange shall be in accordance with relevant Standards.
- e) Flanged joints shall be used for connections to vessel, equipment, flanged valves and also on suitable straight lengths of pipeline at strategic points to facilitate erection and subsequent maintenance work. The Bolts /Nuts / Washers used in the system shall be in accordance with relevant Standards.
- f) **Pipe Painting:** All pipes above ground shall be painted with 2 coats of epoxy primer and 2 coats of Synthetic Enamel paint of Fire Red shade.
- g) **Butterfly Valves:** Butterfly valves shall be as per BS 5155 & provided for pipes 50mmdia and above on downstream (delivery side) of the pumps. The valves shall be PN 1.2 rating.
- h) **Air Release Valves:** Air release valve is 25mm screwed inlet GM single acting type and shall be fixed on all high points in the system (wet riser) with Ball valves or as shown on drawings.
- i) **Drain Valves:** Gun metal Gate / Ball valve of 15 / 25 / 40 / 50 mm dia as per IS; 778 with fittings as required for instruments / draining any water in the system / Risers in low points.

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"BIS CODES TO BE FOLLOWED AS REFERENCE "FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF WATER BASED FIXED FIRE PROTECTION SYSTEM ARRANGEMENTS LIKE FIRE PUMPS (ELECTRIC & DIESEL)"

Design Confirmation: Generally, works to be carried out as per BIS standard and applicable and National Building Code of India (NBC), some of the IS codes are listed below:

- a) IS: 15105: Design, installation and maintenance of fixed automatic sprinkler fire extinguishing systems.
- b) IS: 884-1995: Specification for first Aid Hose Reel for Fire Fighting.
- c) IS: 901-1988: Specification for couplings, double male and double female, instantaneous Pattern, for firefighting purposes (revised).
- d) IS: 902-1992: Specification for suction hose couplings for firefighting purposes (revised).
- e) IS: 903-1993: Specification for fire hose delivery couplings, branch. Pipe, nozzle and nozzle Spanner (revised).
- f) IS: 904-1983: Specification for two-way and three-way suction collecting heads for firefighting Purposes (revised).
- g) IS: 905-1980: Specification for delivery breaching, dividing and collecting, instantaneous Pattern, for firefighting purposes (revised).
- h) IS: 906-1992: Specification for branch with revolving head for firefighting purposes (revised).
- i) IS: 907-1984: Specification for suction strainers, cylindrical and hose types for firefighting Purposes (revised).
- j) IS: 908-1975: Specification for fire hydrant, stand post type (revised).
- k) IS: 909-1992: Specification for underground fire hydrant, sluice valve type 30 (revised).
- l) IS: 910-1980: Specification for combined key for hydrant, hydrant cover and valve.
- m) IS: 936-1966: Specification for underground fire hydrant, double-valve type (revised).
- n) IS: 937 -1981: Specification for washers for water fittings for firefighting purposes (revised).
- o) IS: 1641-1988: Code of practice for fire safety of buildings (general): General principles and fire grading.
- p) IS: 1642-1989: Code of practice for fire safety of buildings (general): Materials and details of Construction.
- q) IS: 1646-1982: Code of practice for fire safety of buildings (general): Electrical installation.
- r) IS: 2871-1983: Specification for branch pipe, universal, for firefighting purposes.
- s) IS: 3582-1991: Specification for basket strainers for firefighting purposes (cylindrical type).
- t) IS: 3844-1989: Code of practice for installation of internal fire hydrants in i multi-storey buildings.
- u) IS: 5290-1993: Specification for landing valves.
- v) IS: 1239: Providing, fixing, testing and commissioning of Above Ground M.S. ERW Black C Class Heavy duty pipes (up to 150 mm dia.) and
- w) IS: 3589: providing, fixing, testing and commissioning of Above Ground M.S. ERW Black C Class Heavy duty pipes (up to 200 mm dia. And above)

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NOTES:

- a) Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications, Drawings, and other Tender Documents.
- b) The work shall be carried out as per approved drawings, Specifications, and the description of the items in this Schedule and/or Engineer's instructions. Drawings enclosed with these documents are only for providing some preliminary of the work involved.
- c) Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Bank's Engineer.
- d) Unless specifically mentioned otherwise in the Contract, the Bidders shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, Constructional Plant, Temporary Work, labour, materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervisions, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.
- e) The Quantities of the various items mentioned in the Schedule of Items are approximate and may vary or may be deleted altogether. The Vendor, in his own interest, should get an indication of the probable extent of the work to be executed under any particular item in this Schedule before undertaking any preliminary and enabling work or purchasing bought out components related to the work.
- f) All scoring and cancellations should be countersigned by the Bidders. All entries shall be in English language.
- g) Bank's decision shall be final and binding on the Vendor regarding clarification of items in this Schedule with respect to the other sections of the Contract.

The above instructions shall form part of the conditions of contract.

I / we hereby declare that I / we have read & understood the above instructions for the guidance of the tender.

Signature of Witness,

Address

Signature of Bidder

Date _____ SEAL OF THE FIRM

Signature of Contractor with Seal

AGREEMENT

This agreement made on the day of Two Thousand BETWEEN State Bank of India a corporation constructed under the State Bank of India Act, 1955 and having its Local Head Office at Bhopal and many other places, (hereinafter called "the Employer") of the one part and M/s through its having its registered office at (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of executing Certain Works to be carried out of SITC of Down comer system (Hose Reel/Terrace Pump & Accessories) at SBI RBO Ratlam Building, Ratlam as per Schedule-I, to this agreement and has caused Drawings, Bills of Quantities and Specification describing the work to be done.

AND WHEREAS the said Drawings, the Bills of Quantities marked pages to (inclusive) and the Specifications as stated have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute the work upon the Conditions of Tender and the Conditions of Contract and further subject to the Special Conditions set forth in Schedule-II hereto attached (hereinafter collectively referred to as "the said Conditions") as per the said Drawings and as described in the said Specification and included in the said Bills of Quantities for the sum of Rupees

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rupees to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Drawings and described in the said Specification and Bills of Quantities.
2. The Employer shall pay to the Contractor the said sum of Rs. Or such other sum as shall become payable hereunder at the times and in the manner specified hereinafter.
3. The term "The Architects" in the said conditions shall mean M/s or in the event of their ceasing to be Architects for the purposes of this Contract, such other persons as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions. Provided always that no persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architects for the time being.
4. The said Conditions, Specifications and Priced Bills of Quantities shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such Conditions, Specifications and Priced Bills of Quantities contained.
5. This agreement is subject to jurisdiction of courts in Ratlam only.
6. The Chief Manager (Compliance), RBO Ratlam shall exercise powers on behalf of the said Employer for the purpose of the Contract Agreement.
7. Whereas both the parties agree to sign the following annexure Annexed to this Agreement in token of their acceptance.
 - (i) Agreement
 - (ii) General Conditions of contract.
 - (iii) Special Condition of Contract.
 - (iv) Safety Codes.
 - (v) Specifications.
 - (vi) Material Testing & Their Frequency.
 - (vii) List of Approved Makes/ Brands

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(viii) Priced Bill of Quantities.

(ix) Drawings.

8. The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said Conditions mentioned in the General Conditions of Contract.

9. Whereas the Contractor hereby undertakes and agrees to carry out and complete the works within 120 Days from the date of handing over site or 15 days from the date of issue of letter of acceptances, whichever is later. The Contractor agrees and has deposited the sum of Rs. _____ by way of Initial Security Deposit for due fulfillment of this Contract for the Works. It is agreed that the Security Deposit shall be deducted from each running bills and refunded to the contractor as per clause 2 of the General Conditions of the Contract Annexed herewith.

10. Whereas it is agreed that the earnest money amounting to 7,266.00 deposited by the Contractor.

11. Whereas Shri _____ is the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer in relation to the Works. The Contractor agrees to pay Sales Tax or any other Tax on material or finished works like Works Contract Tax, Turnover Tax etc. including Income Tax in respect of this Contract of the Works and the Employer will not entertain any claim whatsoever in this report nor the Employer shall be responsible to pay any Tax as mentioned above. If due to non - payment of any of the aforesaid Tax or other Taxes connected with the Works, the Contractor suffers any loss or damages occurred to the Contractor and the Employer will be entitled to claim damages from the contractor for non-completion of the Work within 12 calendar months stipulated in Para 9, above.

12. Whereas the Contractor hereby declares the list of all the relative working with the Employer which is annexed herewith.

OR

Whereas the Contractor declares that none of his relative is working with the Employer.

OR

Whereas the Contractor declares that he has associated himself with the agencies of the appropriate classes of person for Sanitary and Water Supply Installation etc. or any other specialized job to complete the works. The Plans, Drawings, Specifications, Contract Documents and the Documents above mentioned shall form basis of this Contract and the decision of The Regional Manager, RBO Ratlam for the time being as mentioned in the Conditions of Contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the Agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.

13. The work comprises of the "SITC of Down comer system (Hose Reel/Terrace Pump & Accessories) at SBI RBO Ratlam building, Mitra Niwas Road, Ratlam - 457001" as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by The Regional Manager, RBO Ratlam, for the time being even though such works may not have been shown on the , Plans or described in the said Specifications or Schedule of Quantities of various classes of Work to be done.

14. The Employer through the The Chief Manager (Compliance), RBO Ratlam reserves himself the right of altering the Plans, Drawings and nature of Work of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.

15. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Ratlam and only the courts of Ratlam shall have jurisdiction to determine the same.

16. The several parts of this Contract have been read to us and fully understood by us.

In Witness whereof the parties above named have executed these presents today and year first hereinabove written.

Signature of Contractor with Seal

Signed, Sealed and Delivered by:

Authorized Representative of Employer

Authorized Representative of Contractor

SCHEDULE I

SITC of Down comer system (Hose Reel/Terrace Pump & Accessories) at SBI RBO Ratlam building, Ratlam.
All as described in Tender inclusive hereto as Specifications.

The following Letters/ Correspondence form a part of Agreement:

- 1.
- 2.
- 3.

As witness our hands the day and year first written above, In presence of

Signature:

Signature by the said Employer

Name:

Name:

Occupation:

Designation:

Address:

Address:

In presence of

Signature:

Signature by the said Contractor

Name:

Name:

Occupation:

Designation:

Address:

Address:

Signature of Contractor with Seal

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions:

"Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (client) and the contractor, together with the documents referred therein including these conditions, the specifications and instructions issued from time to time by the architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 'SBI' shall mean State Bank of India (client) having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai-400021 and includes the client's representatives, successors and assigns. 'Architects/ Consultants' shall mean M/s-----'. 'Site Engineer' shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

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

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

1.1.3 'Engineer' shall mean the representative of the Architect/Consultant.

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

1.1.5 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Architect/ Bank Engineer "Month" means calendar month.

1.1.6 "Week" means seven consecutive days.

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

2.0 Total Security Deposit

Total Security Deposit comprise of Initial Security Deposit

Retention Money

a) Initial Security Deposit (ISD)

The amount of ISD shall be 5% of accepted value of tender including the EMD in the form of D/D drawn on any scheduled Bank and shall be deposited within 7 days from the date of acceptance of tender.

b) Retention Money:

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

c) Language

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

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3.0 Errors, Omissions and Discrepancies

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the correspondence one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
- b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of Work:

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

i) Letter of Acceptance:

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

ii) Contract Agreement:

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

6.0 Ownership of Drawings:

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

7.0 Detailed Drawings and Instructions:

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

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

8.0 Copies of Agreement

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

9.0 Liquidated Damages:

If the contractor fails to maintain the required progress in terms of clause 30 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week which is subject to a maximum of 5% of the contract value.

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10.0 Materials, Appliances and Employees

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

11.0 Permits, Laws and Regulations:

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

12.0 Setting out Work:

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

13.0 Protection of Works and Property:

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work. The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may take in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

14.0 Inspection of Work:

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

15.0 Assignment and Subletting

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

16.0 Quality of Materials, Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/ Bank Engineer instructions and shall be subject from time to time to such tests as

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the Architect/ Bank Engineer may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour, and materials as are normally required or examining measuring sampling and testing any material or part of work before incorporation in the work before incorporation in the work or testing as may be selected and required by the Architect / Consultant.

ii) Samples

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

iii) Cost of Tests

The cost / expenditure required for the tests shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) Costs of Tests not provided for

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

17.0 Obtaining Information Related to Execution of Work

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

18.0 Contractor's Superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect / consultant may consider necessary until the expiry of the defects liability period stated hereto.

19.0 Quantities

i) The Bill of Quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20, 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22 (e) hereof.

20.0 Works to be measured

The Architect / Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Architect / Consultant shall take joint measurements with the

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contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorised representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect / consultant shall be final. All authorised extra work, omissions and all variations made shall be included in such measurement.

21.0 Variations

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

22.0 Valuation of Variations

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

- a) i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- b) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- c) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.
- d) Where the extra works are not of similar character and /or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect / consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / Consultant shall fix such rate or prices as in the circumstances in his opinion reasonable and proper, based on the market, rate.
- e) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect / Consultant) the workman's name and materials employed be delivered for verifications to the Architect / consultant at or before the end of the week following that in which the work has been executed.
- f) It is further clarified that for all such authorised extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the market rate basis" for material, labour, hire / running charges of equipment and wastage etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

23.0 Final Measurement

The final measurement, valuation and payment in respect of the contract shall be completed within six months of the virtual completion of the work.

24.0 Virtual Completion Certificate (VCC)

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

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

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

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

This issuance of a VCC shall be without prejudice to the SBI's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

25.0 Work by other Agencies

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

26.0 Insurance of Works

26.1 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 of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

26.2 Damage to Persons and Property

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

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

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d) 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 for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3 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 matters referred to in the provision sub-clause 26.2 of this clause.

26.4 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 by the Architect / Consultant in this behalf.

26.5 Third Party Insurance

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

26.5.2 Minimum amount of Third Party Insurance

Such insurance shall be effected 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 of the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

26.5.3 The minimum insurance cover for physical property, injury, and death is Rs. 5 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.

26.6 Accident or Injury to Workman

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

26.6.1 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 that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always a 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 be insured against the liability in respect of such persons in such manner that SBI in indemnified under the policy but the contractor shall require such sub- contractor to produce to the Architect / Consultant when such policy of insurance and the receipt for the payment of the current premium.

26.6.2 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

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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 others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the 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 repairing of the materials or goods destroyed or damaged.

27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or three days from the date of issue of letter of acceptance of the tender by the SBI whichever is later.

28.0 Time for Completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 120 Days from the date of commencement. If required in the contract or as directed by the Architect / Consultant. The contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of Time

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

30.0 Rate of Progress

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

31.0 Work during Nights and Holidays

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

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SBI.

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

32.0 No Compensation or Restriction of Work.

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

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

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

33.0 Suspension of Work

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

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

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

c) The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/ Bank Engineer.

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

34.0 Action when the whole Security Deposit is forfeited

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

a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/ Bank Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.

b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect /Consultant 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 manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/ Bank Engineer as to the value of 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, 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 Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material

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or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/ Bank Engineer 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.

35.0 Owner's Right to Terminate the Contract

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

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

Or shall assign or sublet this contract without the consent in writing of the SBI through the Architect / consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor thereunder:

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

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

36.0 Certificate of Payment

The contractor shall be entitle under the certificates to be issued by the Architect / Consultant to the contractor within 14 working days from the date of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries towards Income tax, Work contract tax as per the prevailing bye laws and other dues including the retention amount from the certificate of payment.

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

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

The Architect/ Bank Engineer may by any certificate make any corrections required in previous certificate.

The SBI shall modify the certificate of payment as issued by the Architect/ Bank Engineer from time to time while making the payment.

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

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs.5 lakh and maximum one bill shall be submitted. The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/ Bank Engineer shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

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

37.0 Settlement of Disputes

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

ii) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the The Chief Manager (Compliance), RBO Ratlam and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the The Regional Manager, RBO Ratlam in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the The Regional Manager, RBO Ratlam in writing in the manner and within the time aforesaid.

iii) The Regional Manager, RBO Ratlam shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the The Regional Manager, RBO Ratlam, submit his claims to the conciliating authority namely the Circle Development Officer, SBI, Bhopal for conciliation along with all details and copies of correspondence exchanged between him and the AGM(P&E).

iv) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

v) Except where the decision has become final, any dispute or difference arising under this Contract shall be referred to competent Court having jurisdiction. The Courts at Ratlam will have exclusive jurisdiction to settle any dispute arising out of this contract.

38.0 Water Supply

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

That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / Consultant.

The contractor shall make alternative arrangements for the supply of water if the arrangement made by the

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

39.0 Power Supply

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

40.0 Treasure Trove etc.

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

41.0 Method of Measurement

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

42.0 Maintenance of Registers

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

- i) Register for Cement / Paint / Lead / Specific Materials
- ii) Register for Steel
- iii) Register for Secured Advance
- iv) Register for Bulkage of Sand
- v) Register for Silt Test
- vi) Register for Sieve Analysis for Fine Aggregate
- vii) Register for Sieve Analysis for Course Aggregate
- viii) Register for Slump Test.
- ix) Register for Concrete Cube Test.
- x) Register for Hindrance to Work.
- xi) Register for Consumption of Cement
- xii) Register for Running Account Bill
- xiii) Register for Labour

43.0 Force Majeure

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

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

43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be

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suspended during the continuance of any inability so caused. With the cause, itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

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

44.0 Local Laws, Acts, Regulations:

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

- i) Minimum wages Act 1948 (Amended)
 - ii) Payment of wages Act 1936 (Amended)
 - iii) Workmen's compensation Act 1923 (Amended)
 - iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
 - v) Apprentice act 1961 (Amended)
 - vi) Industrial employed (standing order) Act 1946 (Amended)
 - vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
 - viii) Employees' provided fund and miscellaneous provisions Act 1952 and amendment thereof.
 - ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

45.0 Accidents

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

SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of Work

The scope of work is to carry out SITC of Down comer system (Hose Reel/Terrace Pump & Accessories) at SBI RBO Ratlam Building, Ratlam and AMC for first year free of cost upto liability period (including quarterly visits)

2.0 Address of Site

The site is located at SBI, RBO Ratlam Building, Ratlam.

3.0 Dimension and Levels

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of the entire dimension and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small - scale drawing. In case of discrepancy the contractor shall ask for clarification from the Architect/ Bank Engineer before proceeding with the work.

4.0 Notice of Operation

The contractor shall not carry out any important operation without the consent in writing from the Architect/ Bank Engineer.

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5.0 Construction Records

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

6.0 Safety of adjacent Structures and Trees

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

7.0 Temporary Works

Before any temporary works are commenced, the contractor shall submit at least 7 days in advance to the Architect/ Bank Engineer for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect/ Bank Engineer may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works an unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Temporary Roads

The contractor shall provide access roads to the site from the nearest main road at no extra cost and as directed by the Architect/ Bank Engineer. The contractor shall also responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the Architect/ Bank Engineer.

9.0 Water, Power and Other Facilities

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

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

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

a) The SBI as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite.

b) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

10.0 Office Accommodation

a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site own cost after getting the approval from the architect / consultant.

b) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the architect / consultant.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

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11.0 Facilities for Contractors' Employees

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

12.0 Lighting of Works

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

13.0 Fire Fighting Arrangements

- i) The contractor shall at all times provide suitable arrangements for the fighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are of be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following :
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Worked operations which can create fire hazards.
 - c) Access for the firefighting equipment's.
 - d) Types, number and location of containers for the removal of surplus materials and rubbish.
 - e) Type size, number and location of fire extinguishers or other firefighting equipment.
 - f) General housekeeping.

14.0 Site Order Book

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

15.0 Site Meetings

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

16.0 Disposal of Refuse

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

17.0 Contractor to Verify Site Measurement

The contractor shall check and verify all site measurements whenever requested by other specialists contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

18.0 Displaying the Name of the Work

The contractor shall put up a name board of suitable size as directed by the Architect/ Bank Engineer

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indicating there in the name of the project and other details as given by the Architect/ Bank Engineer at his own cost remove the same on completion of work.

19.0 Bar Bending Schedule

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and got them approved by the Architect/ Bank Engineer well in advance.

20.0 As Built Drawings

i) For the drawing issued to the contractor by the Architect/Consultant. The Architect / Consultant will issue two sets of drawings to the contractor for the item for which some changes have been made. From the approved drawings as instructed by the SBI / Architect / Consultant. The Contractor will make the changes made on these copies and return these copies to the Architect/ Bank Engineer for their approval. In case any revision is required or the corrections are not properly marked the Architect/ Bank Engineer will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and /or attend to discrepancies either on the copies as directed by the Architect/ Bank Engineer and resubmit to him for approval. The Architect / Consultant will return one copy duly approved by him.

ii) For the drawings prepared by the Contractor, the Contractor will modify the drawing prepared by him wherever the changes are made by the SBI/ Architect/ Bank Engineer. And submit two copies of such modified drawings to the Architect/ Bank Engineer for approval. The Architect/ Bank Engineer will return one copy of the approved drawing to the Contractor.

21.0 Approved Make

The Contractor shall provide all materials from the list of approved makes at his own cost. The Architect/ Bank Engineer may approve any make / agency within the approved list as given in the tender after inspection of the sample / mock up.

22.0 Procurement of Materials

The Contractor shall make his own arrangements to procure all the required materials for the work. All wastage's and losses in weight shall be to the contractors account.

23.0 Excise Duty, Taxes, Levies etc.

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

24.0 Acceptance of Tender

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

25.0 The successful vendor has to done maintenance of complete system for first year free of cost upto liability period (including quarterly visits).

Signature of Contractor with Seal

Signature of Contractor with Seal