

**(Technical Bid)**

**MODERNISATION OF THE PA SYSTEM AT SECURITY DEPARTMENT, SBI, LHO BHOPAL**

Sl. No.	Description
(a)	Tender ID <b>BHO201910002</b>
(b)	Tender Name <b>MODERNISATION OF THE PA SYSTEM AT SECURITY DEPARTMENT, SBI, LHO BHOPAL</b>
(c)	Start Date of Tender <b>07.10.2019</b> Ending Date of Tender <b>25.10.2019</b>
(d)	Tender Fee Amount <b>Rs.1000.00 (Rupees one Thousand only) to be paid only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A.</b>

## NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), Circle Office, at Mezzanine Floor, State Bank of India, Local Head Office, Hoshangabad Road, Bhopal (M.P.)-462011, on behalf of State Bank of India, Admin. Office, Indore invites e- tenders from the empanelled/approved vendors with SBIIMS, CO, Bhopal for the category 5.0 lacs and above & vendor of Security Department through SBI service provider M/s. E-Procurement Technologies Pvt. Ltd., Ahmedabad who receive the NIT for [the modernization of the PA system at security Department, SBI, Lho Bhopal.](#)

**Note: The vendors should possess valid digital signature for participation in the e-tendering process.**

Details of the tender are as under:-

1.	<b>Name of Work and location of work</b>	Modernization of the PA system at security Department, SBI, Lho Bhopal.
2	<b>Cost of Tender processing fee</b>	<b>Rs.1000</b> (Rupees one thousand Only) (Non-Refundable) to be credited <b>only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A</b> .The receipt generated with the Reference No. will be submitted along with the Technical Bid as a proof for payment..
3.	<b>Earnest Money Deposit (EMD)</b>	<b>Rs.5,000/-</b> (Rupees five thousand Only) in the Form of Demand Draft/Banker's Cheque issued by any Nationalised /Scheduled Bank Drawn in favour of " <b>SBI Infra Management Solutions Pvt. Ltd.</b> " Payable at Bhopal, which is to be submitted along with the Tender Application fee in a separate envelope super scribing " <b>EMD</b> " & <b>Tender Application fee of Rs.1,000.00 and should be sent to Vice President, SBIIMS, Circle Office, SBI, LHO Building Mezzanine Floor, Bhopal.</b> Without EMD * Tender application fee, the Tender will be rejected.
4	<b>Start Date of Tender Close Date</b>	<b>07.10.2019</b> <b>25.10.2019</b>
5	<b>EMD &amp; Tender Application Fee</b>	The following Documents should be submitted in a sealed envelope addressed to the Circle Head, SBIIMS, Bhopal Circle, SBI Local Head Office Mezzanine Floor SBI Bhopal, LHO Building Hoshangabad Road, Bhopal-462011 on or before <b>25.10.2019 up to 03:00 PM</b> :-  i) <b>Tender Processing Fee</b> amounting to <b>Rs 3000.00 (Rupees three Thousand only)</b> (Non-Refundable) to be credited <b>only through State Bank Collect (SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-A</b> The receipt generated with the Reference No. will be submitted as a proof for payment.

Signature of contractor

		<p>ii) <b>Earnest Money Deposit (EMD)</b> amounting <b>Rs. 5,000.00 (Rupees five Thousand only)</b>.</p> <p>iii) <b>The Process Compliance Form as at Annexure-I</b> duly filled, signed and stamped by the Bidder as token of acceptance of all the terms &amp; conditions stipulated in this tender, which is also <b>to be e-Mailed to the Service Provider</b> for conducting e-Tendering Process.</p> <p><b>The Bidder, who failed to submit any of the above mentioned documents, will be disqualified in Technical Bid and will not be allowed to participate in subsequent online sealed Price Bid submission.</b> Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-Tendering Process.</p>
6	<b>Technical Bid &amp; Price Bid</b>	<p>Vendors have to submit the Technical Bid on line duly accepted the terms &amp; conditions . The Lowest Bidder will be finalized from the Price Bid submitted by the Contractors/Vendors through the service provider .The Details of the events is as under:-</p> <p>Only the bidders who qualified in Technical Bid (submitted Tender Processing Fee, EMD and Process Compliance Form) will be eligible to participate in the Online Sealed Price Bid submission of this e-Tendering Process. The bidder should have valid digital signature for participation in the e-tendering process.</p>
8	<b>Validity for Offer</b>	3 (Three) Months from the date of opening of Price-Bid
9	<b>Time for completion of work.</b>	30 days from date of Purchase Order.
10	<b>Performance Bank Guarantee</b>	5% (including EMD) of the contract amount shall be submitted as Performance Bank Guarantee. This amount will be kept with the Bank till the completion of the contract period.
11	<b>Deduction of income tax and ST works contract tax etc.,</b>	As per Central / State Government rules from time to time.
12	<b>Terms of payment</b>	<p>i)No advance is payable.</p> <p>ii)Payment shall be made on the submission of the RA bills as given in the Index.</p>

Signature of contractor

13	<b>Delay for Commission</b>	If the bidder is not able to start the work within 7 days from date of issue of work order. The EMD will be forfeited.
14	<b>Contact Person, Phone No and Mail Id for any clarifications</b>	Contact Shri. D.N Rajolia, 0755-2572551, email-ID Headbho.sbiims@sbi.co.in

**Vice President & Circle Head  
SBIIMS, CO., Bhopal**

Signature of contractor

## Annexure-A

***The steps involved in making the payment through SB Collect are as under :-***

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution" & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**"  
***exactly as we preloaded with characters in Uppercase only in place of Circle Codes.***
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

**NOTE : Any type of vendor, whether dealing with SBI or other bank can use this SB Collect facility. Even a contractor not dealing with any bank can use this portal and generate challan and deposit by cash in any SBI branch. The bank charges for cash deposit will be also borne by the vendor himself.**

**Vice President & Circle Head  
SBIIMS, CO., Bhopal**

Signature of contractor

## SECTION – 1

### INSTRUCTIONS TO THE TENDERERS

#### **1.0 Scope of work**

The proposed work is to be carried out at Security Department, SBI, LHO, Bhopal

#### **2.0 Tender documents**

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

**Instructions to tenderers**  
**General conditions of Contract**  
**Special conditions of Contract**  
**Additional specifications**  
**Drawings**  
**Priced bid**

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

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

#### **3.0 Site Visit**

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

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

#### **4.0 Earnest Money**

Signature of contractor

- 4.1 The tenderers are requested to submit the Earnest Money of Rs **5,000.00** (Rupees five thousand only) in the form of **only Demand Draft or Banker's Cheque** in favour of The Vice President & Circle Head, State Bank Of India, Infra Management Solution Pvt. Ltd., Bhopal, payable at Bhopal.
- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD & Tender application fee in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.
- 4.6 Tender Application Fee is not refundable.

#### 5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD. By means of D/D drawn in favor of The Vice President & Circle Head, State Bank Of India, Infra Management Solution Pvt. Ltd., Bhopal Within a period of 15 days of acceptance of tender.

#### 6.0 **Security Deposit**

- 6.1 Total security deposit shall be 10% of contract value. Out of this 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 8% shall be deducted from the running account bill of the work at the rate of 8% of the respective running account bill i.e., deduction from each running bill account will be 8% till to be 10% of contract value (including initial security deposit) is reached. 50% of the total security shall be paid to the contract or on the basis of SBIIMS Engineer's certifying the virtual completion along with their final bill. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.
- 6.2 No interest shall be paid to the amount retained by the Bank as Security Deposit.

#### 7.0 **Signing of contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 10 days from the receipt of intimation of acceptance of the tender by the SBIIMS. However, the written acceptance of the tenders by the SBIIMS will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

#### 8.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **30 Days** from the 7<sup>th</sup> day of the date of award of work.

#### 9.0 **Validity of tender**

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes

Signature of contractor

modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the SBIIMS shall be at liberty forfeit the EMD.

#### 10.0 **Liquidated Damages**

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.

#### 11.0 **Rate and prices:** As per Price Bid

##### 11.1 **In case of item rate tender**

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

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

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

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

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

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

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

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.  
All quoted rates shall be inclusive of all taxes, Govt. Tax (State & Central) any other Tax, all duties, octroi, excise duty, levies, and wages as per minimum wages Act or as imposed from time to time as applicable etc. The rates shall be firm for the duration of this contract plus authorized extension period if any. **Please note that the rates shall be exclusive of the GST.**

#### 12.00 **Right to Reject/accept:**

SBIIMS reserve the right to reject any or all tenders without assigning any reason what so ever.

### **GENERAL CONDITIONS OF CONTRACT**

#### 1.0 **Definitions: -**

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

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

1.1.1 ‘SBIIMS’ shall mean SBI Infra Management Solutions Pvt. Ltd. (client) having its Circle Office at Mezzanine Floor, SBI LHO Building, Bhopal and includes the client’s representatives, successors and assigns.

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

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

1.1.3 ‘Engineer’ shall mean the SBIIMS Engineer

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

1.1.5 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the SBIIMS.

1.1.6 “30 Days” means calendar Days.

1.1.9 “Week” means seven consecutive days.

1.1.10 “Day” means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 “SBIIMS Engineer” shall mean The Electrical Engineer in-charge of the Project, as nominated by the Circle Office, Infra Management Solution Pvt. Ltd., Bhopal

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

- i) The Vice President & Circle Head, State Bank Of India, Infra Management Solution Pvt. Ltd., Bhopal who shall be the Chairman of the Committee.
- i) SBIIMS Engineer (Electrical) in-charge of the Project, as may be nominated by the Vice President & Circle Head .....Members  
Security Officer, nominated by the SBI, LHO, Bhopal

## **CLAUSE**

### 2.0 Total Security Deposit

Total Security deposit comprise of

Earnest Money Deposit

Initial security deposit

Retention Money

#### a) **Earnest Money Deposit -**

The tenderer shall furnish EMD of Rs. **5,000.00** (Rupees five thousand only) in the form of Demand Draft drawn in favour of The Vice President & Circle Head, State Bank Of India, Infra Management Solution Pvt. Ltd., Bhopal, payable at Bhopal drawn on any Scheduled Bank.

No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBIIMS or after it is accepted by the SBIIMS the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

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

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of D/D drawn on any scheduled Bank and shall be deposited within 7<sup>th</sup> day from the date of acceptance of tender.

#### c) **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 8% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit ie. the ISD plus EMD plus Retention Money shall both together not exceed 10% 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 consultant along with final bill. 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.

#### d) **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 corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
  - a) In case of difference between rates written in figures and words, the rate in words shall prevail.
  - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

### 4.0 **Scope of Work:**

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

### 5.0 i) **Letter of Acceptance:**

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

### ii) **Contract Agreement:**

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

### 6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBIIMS are the properties of the SBIIMS. They are not to be used on other work.

### 7.0 **Detailed drawings and instructions:**

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

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

#### **7.0 Copies of agreement**

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

#### **8.0 Liquidated damages:**

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

#### **9.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labor, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work.

Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBIIMS shall be removed from the site immediately.

#### **10.0 Permits, Laws and Regulations:**

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

#### **11.0 Setting out Work:**

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

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## 12.0 **Protection of works and property:**

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

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBIIMS and the original policy may be lodged with the SBIIMS.

## 13.0 **Inspection of work:**

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

## 14.0 **Assignment and subletting**

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

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

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

### ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which

Signature of contractor

he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBIIMS Engineer the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the SBIIMS Engineer for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of tests**

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

iv) **Costs of tests not provided for**

If any test is ordered by the Consultant which is either

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

16.0 **Obtaining information related to execution of work**

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

17.0 **Contractor's superintendence**

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

18.0 **Quantities**

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

19.0 **Works to be measured**

The Consultant may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Consultants in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with

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

## 20.0 Variations

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

## 21.0 Valuation of Variations

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

- a)
  - (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
  - (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the SBIIMS Engineer 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 consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in

Signature of contractor

accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time the workman's name and materials employed be delivered for verifications to the consultant at or before the end of the week following that in which the work has been executed.

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

## 22.0 Final measurement

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

## 23.0 Virtual Completion Certificate (VCC)

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

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labor 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 not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the SBI and shall clear, level and dress, compact the site as required by the SBIIMS.
- d) Shall put the SBIIMS in undisputed custody and possession of the site and all land allot by the SBIIMS.
- e) Shall hand over the work in a peaceful manner to the SBI.
- f) All defects / imperfections have been attended and rectified as pointed out by the to the full satisfaction of SBIIMS.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the SBIIMS is satisfied of the completion of work. Relative to which the completion certificate has been sought shall within 30 days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

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

Signature of contractor



## 24.0 **Work by other agencies**

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

## 25.0 **Insurance of works**

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBIIMS & 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 I clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

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

## 25.2 **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 SBIIMS 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

Signature of contractor

- 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 SBIIMS, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

### 25.3 **Contractor to indemnify SBIIMS**

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

### 25.4 **Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the SBIIMS/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 SBIIMS in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBIIMS 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 consultant in this behalf.

### 25.5 **Third Party Insurance**

- 25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of 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 24.0 thereof.

#### 25.5.2 **Minimum amount of Third Party Insurance**

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

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

### 25.7 **Accident or Injury to workman:**

- 25.7.1 The SBIIMS/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 SBIIMS 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.

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

The contractor shall insure against such liability with an insurer approved by the SBIIMS during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any

persons employed by any sub-contractor the contractor's obligation to insured as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that SBIIMS is indemnified under the policy but the contractor shall require such sub-contractor to produce to the consultant when such policy of insurance and the receipt for the payment of the current premium.

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

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

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

#### 26.0 **Commencement of Works:**

The date of commencement of the work will be reckoned as the date of 7<sup>th</sup> day from the date of award of letter by the SBIIMS.

#### 27.0 **Time for completion**

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **30 Days** from the date of commencement. If required in the contract or as directed by the consultant. The contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

#### 28.0 **Extension of time**

**No Extension of Time will be allowed** , However If, in the opinion of the SBIIMS Engineer, the work be delayed for reasons beyond the control of the contractor, the SBIIMS Engineer may

submit a recommendation to the VP& CH, SBIIMS to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the

SBIIMS through the Consultant in writing at least 3 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if any', for the delays. The Engineer shall submit their recommendations to the SBIIMS in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

(xxix) **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 consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the SBIIMS too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the consultant shall thereupon take such steps as considered necessary by the consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

30.0 **Work during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the SBIIMS 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 consultant at no extra cost to the SBIIMS.

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

31.0 **No compensation or restrictions of work**

If at any time after acceptance of the tender SBIIMS 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 consultant shall give notice in writing o that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and 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 SBIIMS 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 from SBIIMS 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 SBIIMS Engineer shall be final.

### 32.0 **Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
  - a) On account any default on the part of the contractor, or
  - b) for proper execution of the works or part thereof for reasons other than the default the contractor, or
  - c) for safety of the works or part thereof.  
The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the consultant.
- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:  
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

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

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

- a) To rescind the contract (of which rescission notice in writing to the contractor 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/SBIIMS.
- b) To employ labour paid by the SBIIMS and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of the SBIIMS Engineer as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him ( The amount of which excess the certificates in writing of

Signature of contractor

the consultant shall final and conclusive) shall be borne by original contractor and may be deducted any money due to him by SBIIMS 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 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 consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBIIMS through the consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBIIMS through the Consultant that the said materials were condemned and rejected by the consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contactor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBIIMS or consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBIIMS, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBIIMS or the consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBIIMS through the consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or

on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

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

### 35.0 **Certificate of payment**

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

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

The SBIIMS shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The SBIIMS may by any certificate make any corrections required previous certificate.

The SBIIMS shall modify the certificate of payment.

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

The Contractor shall not submit interim bills when the approximate value of work done by him is less than 25% amount of work order value.

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

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

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

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

work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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 consultant 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 Vice President & Circle Head, State Bank Of India, Infra Management Solution Pvt. Ltd., Bhopal, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBIIMS 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 Vice President & Circle Head, State Bank Of India, Infra Management Solution Pvt. Ltd., Bhopal 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 Vice President & Circle Head, State Bank Of India Infra Management Solution Pvt. Ltd., Bhopal in writing in the manner and within the time aforesaid.

## **B. Settlement of Disputes and Arbitration**

The Vice President & Circle Head shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Vice President & Circle Head, SBI Infra Management Solution Pvt. Ltd., Bhopal Submit his claims to the conciliating authority For conciliation along with all details and copies of correspondence exchanged between him and the Vice President & Circle Head, State Bank Of India, Infra Management Solution Pvt. Ltd., Bhopal

- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except whole the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBIIMS shall be referred for adjudication through arbitration by the Sole Arbitrator appointed. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates In the course of his duties as SBIIMS Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

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

Signature of contractor



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

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

it is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration

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

### 37.0 **Water supply**

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

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the SBIIMS is unsatisfactory.

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

### 38.0 **Power supply**

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

### 39.0 **Treasure trove etc.**

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

Signature of contractor

#### 40.0 **Method of measurement**

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

#### 41.0 **Maintenance of registers**

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

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

#### 42.0 **Force Majeure**

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

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

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

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

#### 43.0 **Local laws, Acts Regulations:**

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

Signature of contractor

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1 963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

#### 44.0 **Accidents**

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

**Vice President & Circle Head**  
**SBIIMS, CO., Bhopal**

Signature of contractor

## **SPECIAL CONDITIONS OF CONTRACT**

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

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

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

Specifications and scheduled of quantities shall be furnished by the SBIIMS to the Contractor. The SBIIMS shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which is his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the SBIIMS/Security Department or his representatives shall, at all reasonable time have access to the same and shall be return to the SBIIMS by the contractor before the issue of the Final certificate. The contract shall remain in the custody of the SBI/SBIIMS, and shall be produced by him at his office as and when required by the Employer or by the contractor.

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

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

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

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

Signature of contractor

of all frights, Royalties, duties, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

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

- a) Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc
- b) Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c) Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.
- d) The rates quoted by contractor shall include removal of all the existing furniture and other material & dispose them off where ever required including the furniture and material for which the contract has given the pay back offer.

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

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

#### **5. DIMENSIONS**

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

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

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

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

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

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

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

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

Signature of contractor

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the SBIIMS/Security Department and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

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

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

#### **10. RATES**

Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the SBIIMS/Security Department.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

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

The rates of extra items will be ascertained as below

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

#### **12. EXTRA ITEMS RATES**

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

#### **13. DRAWINGS AND INSTRUCTIONS**

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

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

If the contractor after receipt of written notice from the SBIIMS requiring compliance with such further drawings and / or instruction, fails within seven days to comply with the same, the Employer may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost

Signature of contractor

incurred in connection there with shall be recoverable from the contractors by the Employer as a debit or may be deducted from any money due or which become due to the Contractors.

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

The contractor shall furnish the SBIIMS the following:

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

## **16. CERTIFICATE AND PAYMENTS**

The contractor shall be paid by the Employer from time to time, by installments under interim Certificates to be issued by the SBIIMS's Engineer to the contractor on account of the works executed by the contractor has been executed in accordance with this contract, subject however, to a retention of the percentage of such value need in the Appendix hereto mentioned as 'retention percentage for interim Certificates' until the total amount retained shall reach the sum named in the appendix as Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work.

And when the works have been virtually completed and the SBIIMS shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the SBIIMS Engineer the sum of money named in the Annexure after satisfying themselves as 'Installment after Virtual Completion 'being a part of the said 'Total Retention Money'.

The Contractor shall be entitled to the payment of the final balance in accordance with the final Certificate to be issued in writing by the Architect at the expiration of the period refer to as 'The Defect Liability Period' in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defect made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the SBIIMS of any certificate during the progress of the works or after the completion shall not relieve the Contract from his liabilities in cases of fraud , dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination world have disclosed.

The SBIIMS may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

## **18. DELAYED PAYMENTS**

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the SBIIMS hereunder shall, if not paid within the 'Period of honoring of Certificate' no interest will be paid by the Employer.

## **19. FORCE MAJEURE**

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

## **20. INCOME-TAX**

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

## **21. SITE MEETINGS**

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

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

1. The quantities given herein are approximate and they are subjected to alterations omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of the work to be done.

2. It is to be expressly understood that the measured work is to be taken net (notwithstanding) any custom or practice to the contrary according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the employer and the cost calculated by measurements or weight, at the respective prices, without any additional charge for any necessary or contingent works connected there with. The rates quoted are for work in site and complete in every respects.

3. If any operation of work, which is specified in the respective items mentioned in the schedule of quantities, is not executed by the contractor then proportionately the rate quoted in the schedule shall be re-fixed.

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

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

## **24. ACCIDENT AT SITE**

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

## **25. TYPOGRAPHICAL CLERICAL ERRORS**

SBIIMS clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

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

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

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

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

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

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

### **Short title:**

1. These regulations may be called the "contractor labour regulations."
2. **Definitions :-** in these regulations, unless otherwise expressed or indicated, the works and expressions shall have the meaning hereby assigned to them respectively, that is to say :
  - (i) "Labour" means worker employed by the Bank/SBI/IMs's contractor directly or indirectly through a sub-contractor or other persons or by an agent on his behalf of a payment not exceeding Rs..... per month and will not include supervisory staff like overseers etc.
  - (ii) "fair wages" means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages prescribed by the government of India in the ministry of labour and employment vide SI.No. 1917 published in the gazette of India, extraordinary part - ii section (3) sub-section (ii) dated 19-5-1969.
  - (iii) "contractors' shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
  - (iv) "Wages" shall have the same meaning as defined in the payment of wages act and includes time and piece rate wages.
2. a. Normally working hours if an adult employee should not exceed 9 hours a day and in case of a child 4 1/2 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- 2.b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week. he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra.
- 2.c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of minimum wages (central) rules, 1960 as amended from time to time irrespective of whether such worker is governed by the minimum wages act 1948 or not.
- 3 **Display of notice regarding wage etc. the contractor shall:**
  - (a) Before the commences his work on contract, display and correctly maintain and continue to display correctly maintain in a clean legible condition in conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of workers, giving the rate of wages which have been certified by the executive engineer, ZONAL labour commissioner fair as wages and the hours of work for which such wages are earned, and
  - (b) Send a copy of such notices to the certifying officer.
2. **Payment of wages under central govt. wages act:-**
  - (i) Wages due to every worker shall be paid to him directly as per the minimum wage act of the central Government rules..
  - (ii) All wages shall be paid in current coin or currency or in both.
  - (iii) Arrears claimed after 3 months after the completion of the work shall not be entertained.
3. **Fixation of wage periods:-**
  - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable. The minimum daily rates of wages fixed under notification of the government of India in the ministry of labour and employment no. 1972 dated 10-5-78 are inclusive of wages for weekly day of restyle and the question of extra payment for week holiday would not arise.

Signature of contractor

- (ii) No wage period shall exceed one month.
- (iii) wages of every employed on the contract shall be paid (a) in case of establishments in which wage period is one week within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wages period according to the number of workers employed in such establishment does not exceed 1000 or exceeds 1000.
- (iv) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry the day exceeding the one on which his employment is terminated.
- (v) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

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

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

- (a) Name of the worker.
- (b) Rate of daily or monthly wages.
- (c) Nature of work on which employed.
- (d) Total number of days worked during each wage period.
- (e) Dates and periods for which worked overtime.
- (f) Gross wages payable for the work during each wage period.
- (g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- (h) Wages actually paid for each wage period.
- (i) Signature or thumb impression of the worker.
- (j) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- (k) The contractor shall issue the employment card in the prescribed form iii to each worker on the day of work or entry in to his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that employment card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.
- (l) **The contractor shall issue an attendance-cum-wages card as perform:**  
Attached to each worker on the day of each worker on entry into his employment.

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

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

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

- (a) Full particulars of the laborers who met with accident.
- (b) Rate of wages.
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident

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- (g) Date and time when admitted in hospital
- (h) Date of discharge from the hospital
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by the medical officer.

Signature of contractor

- (k) Claim required to be paid under worker's compensation act.
- (l) Date of payment of compensation.
- (m) Amount paid with details of persons to whom the same was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

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

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
  - (a) Fines.
  - (b) Deduction for absence from duty i.e. from the place or the places whereby terms of his employment he required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to this neglect or default.
  - (d) Deduction for recovery of advances or for adjustment of over-payment of wages, advance granted shall be entered in a register.
  - (e) Any other deduction which the central government may from time to time allow.
- (ii) No fine should be imposed on any worker save in respect of such acts and omission on his part as have been approved by the chief labour commissioner.
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

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

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

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

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

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

**13. Report of labour welfare officer**

The labour welfare officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the executive engineer concerned indicating the extent, if any, to which the default has been committed, with a note that necessary deduction from the contractor's bill be made and

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the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under clause 14 of these regulations actual payment to the laborers will be made by the executive engineer after the zonal labour commissioner has given his decision on such appeal.

- (a) The executive engineer shall arrange payments to the labors concerned within 45 days from the receipt of the report from the labour welfare officer or the zonal labour commissioner as the case may be.

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

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

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

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

- (a) An officer of a registered trade union of which he is a member.  
(b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.  
(c) Where the employee is not a member of any registered trade union, by any officer, of a registered union, connected with, or by any other workman, employed in the industry in which the worker employed.

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

- (a) An officer of any association of employers of which he is a member.  
(b) An officer of a federation of association of employers to which the Association referred to in clause (a) is affiliated.  
(c) Where the employer is not a member of any association of employers' by an officer of association of employers connected with or by any other employer, engaged in the industry in which the employer is engaged.

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

**16. Inspection of books and slips:**

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

**17. Submission of returns:**

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

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

## 32. Safety code

### **Scaffolds:**

- i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. when a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder used for carrying material as will, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4) horizontal and 1 vertical)
- (ii) Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffoldings or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12 feet above the ground level on the floor level. They should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be -3'0". Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- (v) Safe means of access shall be provided to all working platforms and the working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. In length while the width between sides rail in rung ladder width shall in no case be less than 290mm. For ladder up to and including 3m. In length. For longer ladders this width should be increased at least 20mm. for each additional meter or length.
- (vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the engineer obtained prior to construction.

### Other safety measures

- (vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- (viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Signature of contractor

**SPECIFICATIONS:-**

Sr. No	Description	Qty
01	Amplifier No. of channels: ONE Frequency Response: 50Hz to 15kHz Tone controls: Active bass & treble with 8 to 10dB + or – Speaker terminals: 4, 8 Ohms & 70/100Volts Power output: 240 watts RMS Mounting: 19" rack supporting Operating power: 230 VAC 50Hz Recommended brands: BOSCH/QSC/CROWN/BOSTON ACOUSTICS/AHUJA/BEHRINGER	08
02	Distribution Amplifier a. Output channels: 08 b. Band width: 20Hz to 20kHz c. Gain attenuation for each channel d. Visual gain indicator for each channel e. Voltage gain 2.0 Volts max f. Input: Balanced g. Output: Balanced h. Operating voltage: 230 VAC 50Hz i. Mounting: 19" 1U Recommended brand: dbx, Matrox, Kramer, Behringer, Audio Technica, SAMSUN	01
03	Rack power input cum audio monitoring module a. Digital AC input voltage indicator for rack b. 60 Amps single phase MCB for powering rack c. Suitable ON/OFF switch Audio monitoring: 1. 8 position selector switch. 2. Position 1-7 to monitor respective zone audio 3. Position 8 turns of this module 4. Built in 4" speaker 5. Built in volume attenuator to adjust required volume level 6. Built in 100 Volts Line Matching Transformer 7. 5 U height and 19" width rack mountable 8. Recommended brand: QUEST/Panatronix/MQS	01
04	Automatic amplifier failure sensing & standby amplifier switching module a. Microcontroller based module for sensing of amplifiers status. b. In case of zone amplifier failure, the controller should automatically allow standby amplifier to take over the respective defective amplifier zone speakers. c. Takeover time about 3 seconds soon after failure detection. d. No. of inputs: 7 zones e. No. of outputs: 2 zones f. This module contains bi-colour LED indicators for each zone. Green colour indicates healthy status and Red colour indicates failure of respective zone amplifier. g. Operating voltage: 230 VAC 50 Hz h. Mounting: 19" rack and 3U in height Recommended brand: QUEST/Panatronix/MQS	01
05	USB audio interfacing module a. USB 2.0 Compatible b. Stereo output c. Resume function	01

Signature of contractor

	<ul style="list-style-type: none"> <li>d. Normal &amp; MP3 compatible</li> <li>e. Digital display of tracks</li> <li>f. Operating power: 230 Volts 50Hz</li> <li>g. ON/OFF selector</li> <li>h. 19" 2U compatible installation</li> </ul> <p>Recommended make: QUEST/ Panatronix/MQS</p>	
06	<p>20 SWG MS Instrument rack</p> <ul style="list-style-type: none"> <li>a. Size: 19" width for fixing gadgets and various modules</li> <li>b. Height: 36U</li> <li>a. Louvered side panels for cross ventilation</li> <li>b. Louvered or grilled rear panel for cross ventilation</li> <li>c. Transparent front door. Rack one door should open at left and rack two door should open at right side</li> <li>d. Latch able rear door</li> <li>e. Suitable low noise exhaust fans to be mounted on top for air circulation</li> <li>f. 1.5 SQ mm copper wire for high power and 1.0 SQ mm cables for low power gadgets</li> <li>g. Balanced shielded cable for signal path</li> <li>h. All cable should be fire and smoke proof</li> <li>i. Earthing kit for each rack</li> <li>j. Cable manager for each rack</li> <li>k. All cables should be laid with suitable ferule marking and should be tied with suitable cable ties</li> <li>l. Cables should be connected through supporting lugs</li> <li>m. Switchable LED lighting for servicing and maintenance of rack</li> <li>n. EMF &amp; Surge protected AC points</li> <li>o. Paint: rust proof matt finish powder coating</li> <li>p. Colour: half white</li> <li>q. Lockable bottom wheels</li> </ul> <p>Recommended brand : VAL RACK/VERO PRESIDENT/APW/MASS RACK</p>	02
07	<ul style="list-style-type: none"> <li>i) After completion of job the contractor should submit two sets of hard copies of detailed instructions and operation manuals along with one set of soft copy.</li> <li>ii) The contractor should also submit two sets of hard copies of detailed wiring and gadgets interface manuals along with one soft copy.</li> </ul>	

**Instructions for the bidders:**

The proposed system is intended for paging of routine and emergency messages with following features :

- (i) The proposed system should be compatible for playing compact discs.
- (ii) The proposed system should be compatible for playing USB drive.
- (iii) The proposed system should be compatible for play back of pre-recorded messages from BOSCH voice alarm system.
- (iv) The system is aimed for 24 x 7 fail proof operational. Hence bidders are advised to recommend suitable equipment.
- (v) The bidders are advised to go through the specifications and features carefully before submitting bid.
- (vi) Competent, technically sound and equipped with suitable infrastructure bidders only need to participate.

Signature of contractor



- (vii) The bidder should integrate and commission the system with the existing BOSCH Voice Alarm Controller.
- (viii) The bidder should integrate and commission the system with the existing one number of BOSCH amplifier.
- (ix) The bidder should integrate and commission the system with the existing BOSCH paging microphone.
- (x) The bidder should integrate and commission the system with the existing Philips DVD player.
  - (xi) The bidder should integrate and commission the system with the existing speakers, which are already installed in each floor.
- (xii) The bidder should be competent enough to upgrade supporting software in case required at no extra cost.
- (xiii) No advance payment is entertained.
- (xiv) The job should be completed in all respects within 30 days from the date of PO. The Bank shall have the right to impose Penalty for non- completion of the work within the specified period at the rate of 0.5% per week subject to maximum of 5% of the contract value. The delay will be entertained with genuine and acceptable reason for maximum of 14 days with penalty. If the party is still unable to complete the task the bank will terminate the contract at risk and cost of the bidder.
  - (x) The implementation shall be on a turnkey basis and the Bidder shall submit implementation plan for the full system including systems, applications, and training to be in ready for service condition.
- (xi) The interested parties can visit site for assessment.
- (xii) In case of further information or clarifications, bidders can contact security department during office hours.
- (xiii) Zone allocation is as under :
  - (a) Zone-1 Ground floor
  - (b) Zone-2 Mezzanine floor
  - (c) Zone-3 First floor
  - (d) Zone-4 Second floor (Zone 4 to be further sub allotted two sub zones Zone 4 A & 4 B)
  - (e) Zone-5 Third floor
  - (f) Zone-6 Forth floor
  - (g) Zone-7 Fifth floor

#### Installation of PA System equipment

It shall include erection, connection, grounding, testing and commissioning of the equipment. Installation activity shall also include provision of all fittings, supports, hangers and other accessories which are not specifically mentioned but are required to complete the installation work.

Equipment shall be brought to the place of work only at the time of erection. Unpacking, handling, assembling and erection shall be as per the guidelines of installation manual and Field Quality Plan.

Erection shall commence in an area only after the clearance has been obtained from the Engineer. Vendor shall ensure that all activities, which are liable to damage the equipment in that area, have been completed.

Signature of contractor

The drilling and welding of building steel work for fixing supports and brackets shall not be done without the prior approval of Engineer.

Wherever drilling and welding of building steel work for fixing supports and brackets is done, the same shall be re-painted and restored to the same paint shade as per site requirement at no extra cost to purchaser.

**ITEMS OF SUPPLY FOR CABLING INSTALLATION WORK** The supply of below listed items shall be considered to be part of cabling installation work:

(a) Cable glands : Cable glands shall be single or double compression type as per Data Sheet A. Material of glands shall be brass. Nickel plating shall be provided if indicated in Data Sheet A. Rubber components used in the gland shall be of neoprene. Name/ trade name of manufacturer, type no. and applicable range of outer diameter of cable shall be engraved/ printed on the cable gland.

(b) Cable lugs : Cable lugs shall be of tinned copper. Name/ trade name and size shall be engraved/ printed on each cable lug.

(c) Self Locking Clamps : Clamps shall be of nylon material having self-locking feature when the cord is looped. They shall be provided with manual lock release. Clamp cord shall not move in the backward direction once it has been locked, unless the lock release is depressed.

(d) Ferrules : Ferrules shall be required for individual core of cables hence they shall be suitable for the insulated conductor diameter. They shall be of plastic material. Numbering on the ferrules shall be engraved type. Colour of base shall be yellow and that of engraving shall be black. Engrave colouring shall be of durable quality to match the entire life of the plant. Engraving shall be legible from a distance of 600 mm. Ferrules shall be interlocked type such that the interlocked ferrules take the shape of tube with complete ferrule number marked in a straight line.

(e) Tags : For identification, cables shall be provided with cable number tags of durable fibre, aluminium or stainless steel sheets. Cable numbers shall be engraved type in case of aluminium or stainless steel tags, and printed type in case of fibre sheet. Tags shall be of durable quality of size 60mm x 12mm with a tie hole at each end and shall be provided with non-corrosive wire of sufficient strength for tagging.

#### **INSTALLATION OF CABLES AND CONDUITS:-**

All cables shall be provided with identification tags indicating the cable numbers in accordance with the cable circuit schedule. Tags shall be fixed at both ends of cables and on both sides of floor/ wall crossings.

All cable entries in the equipment shall be sealed by cable glands.

Power cable terminations shall be carried out in such a manner as to avoid strain on the terminals by providing suitable clamps near the terminals.

Control cable cores entering the equipment or control panels shall be neatly bunched and strapped with PVC perforated tapes/ nylon ties and suitably supported to keep them in position at the terminal block. Copper conductor control cables shall be terminated directly into screw type terminals provided in the equipment.

Wherever control cables are to be terminated by means of terminal lugs, the same shall be of tinned copper compression type.

All spare cores shall be connected to spare terminals wherever possible. If spare terminals are not available, spare cores shall be neatly dressed and suitably taped at both ends.

Signature of contractor

Individual cores of control cables shall have ferrules for identification. Ferrule numbers shall be provided as per the control schemes and other related documents supplied by the purchaser.

#### ADDITIONAL POINTS OF CONSIDERATION

- (a) The installation work shall be carried out in a neat workman-like manner by skilled, experienced and competent workmen.
- (b) Installation shall be properly coordinated at site with other services and wherever necessary suitable adjustment shall be made to avoid interference with any part of the building, structures, equipment, utilities and services. Any such adjustment shall be done with the approval of Banks' Engineer.
- (c) All materials being supplied or consumed during erection by the vendor in the process of erection work shall be of the best quality and according to the relevant standards. All materials shall be got inspected and approved by the Banks' Engineer before the same is used for erection work.
- (d) Any work like chipping/ breaking of existing structure like walls, floors, fabrications, etc. shall be done after taking prior approval of Banks' Engineer.
- (e) Any wrong erection shall be removed & re-erected promptly to comply with the design requirements to the satisfaction of Engineer. Re-erection shall be done at no extra cost to the purchaser.
- (f) While testing and commissioning, if the system is observed to be not functioning, it shall be the responsibility of the contractor to check, rectify and demonstrate that the defect has been removed to the satisfaction of purchaser.
- (g) Before energisation of system, physical inspection shall be carried out and all foreign bodies shall be removed and loose connecting bolts etc. shall be tightened

After assembly, all major equipment together are to be site tested to establish the workability of the system at site.

Following tests are to be performed at site:

- (a) Insulation resistance, HV test for cables.
- (b) Rated output power.
- (c) Performance of PAGE and PRIVATE channels for all equipment in the entire Public Address System.
- (d) Proper functioning of auto-changeover unit.
- (e) Test to ensure that db level of announcement at any station by its own handset shall be lower than announcement at the same station by any other handset.

The Bank may ask for any tests at site which in his opinion are necessary to determine that the works comply with the specification, manufacturer's instruction or the applicable IS code of installation. The Contractor shall be responsible for conducting the tests and shall bear the cost of such additional tests.

The contractor shall have to bring all testing equipment & instruments to carry out the job. All instruments shall be calibrated to the satisfaction of the Engineer before actual testing and tests shall be conducted by qualified & experienced personnel.

Signature of contractor

All documents/ records regarding test data and all other measured values shall be submitted to Banks' Engineer for approval and subsequent record and reference. The results of all tests shall conform to the specification requirements as well as any specific performance data guaranteed during finalisation of contract.

**Product Support:-** The following Product Support clause will form part of the contract placed on successful Bidder :-

- (a) The Seller agrees to provide Product Support for the stores, assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/ Special Test Equipment (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of 5 years including one years of warranty period after the installation of PA equipment.
- (b) The Seller agrees to undertake Annual Maintenance Contract for a maximum period of 05 years, extendable till the complete Engineering Support Package is provided by the Seller.
- (c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
- (d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.
- (e) The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of 01 years as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer

Signature of contractor

(f) The bidder will have to provide on-site **warranty** for a minimum period of one year for the PA system installed (including all equipment and accessories supplied). The Bidder should also be liable to undertake Annual Comprehensive Maintenance Contract for the Access Control System installed (including all equipment and accessories supplied) for a further period of **three years**.

(g) **The AMC charges will be payable after each quarterly visit, subject to satisfactory maintenance** services. THE VENDOR shall not increase the AMC rate during contract period excluding the warranty period as mentioned in para (f) above. THE VENDOR shall be in position to maintain the complete equipment installed by him during the contract period. SBI may change the terms of the future AMCs, if necessary, to meet changing needs, on mutual agreement with THE VENDOR. The AMC agreement will be executed on Banks standard format.

(h) AMC visit will be construed to be done only when the system is found to be functioning completely /properly. Vendor will submit maintenance certificate as given in **Annexure A**

(i) VENDOR shall keep **sufficient standby PA equipment and** spares of essential kits or parts of the EQUIPMENT all the time, as may be required to keep the downtime minimal. The VENDOR, if he chooses, may install his own standby system of identical specification/ make, if such systems are acceptable to SBI.

(j) In case of services rendered by the VENDOR is not satisfactory, the Bank will forfeit the Security money deposit. He will be de-empanelled in the Bank for next 03 years. His work will be allotted to the other vendor.

(k) In the event VENDOR decides to discontinue the supply of sub assemblies, kits of parts components and spare parts for the EQUIPMENT purchased after the expiry of the said five years, VENDOR shall give 03 months notice prior to such discontinuance and assist SBI to make alternative arrangements.

(l) All engineering changes generally adopted hereafter by VENDOR for equipment similar to that supplied, as per the schedule of work, shall be made to the EQUIPMENT at no cost to SBI.

(m) The contact details of service centre, technicians and Manager i.e. telephone numbers, Mobile No., Fax No., E-Mail id, or service focal point(s) to be provided to the LHO Security Officer and Control Room.

**Signature of the contractor**

**Date:**

Signature of contractor

**ANNUAL MAINTENANCE CERTIFICATE (IN DUPLICATE): PA SYSTEM**

(One copy each to Control Room & Along with the Bill)

Name of Technician :

Mobile No :

Date of Visit :

This is to certify that PA system installed at LHO Control Room has been inspected by me. The following equipment/ items installed in the branch have been serviced and found to be in working condition / out of order.

S. No	Equipment Details	Nos	Make & Model with Serial No	Function Report
(i)	Amplifier			
(ii)	Distribution Amplifier			
(iii)	Rack Status Indicator Module			
(iv)	Automatic Amplifier Failure Sensor module			
(v)	Instrument Rack			
(vi)	Speakers			
(vii)	Mike			
(viii)	Others :-			
	(a)			
	(b)			
	(c)			
	(d)			
(ix)	Voice quality			
(x)	Power back up arrangements			
(xi)	Status of System and final comments			

It also certified that following officers/staff of the LHO have been explained the functioning of PA system:

S.No	Name	PF Number	Designation	Signature
(i)				
(ii)				

Date:

Signature of Technician :

**Control Room Certificate**

This is to certify that Mr \_\_\_\_\_ of M/s \_\_\_\_\_ (Vendor name) has serviced the PA System in our presence. The system installed in the LHO is found to be in working condition / out of order.

Date:

Signature of Control Room Operator

Place:

Name of CRO

Stamp

of

Control

Room

Signature of contractor

## FORM OF AGREEMENT

ARTICLES of AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ year 2019 between the **State Bank of India, LHO, Bhopal** (Hereinafter referred to as the "Employer/Owner/client" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and of \_\_\_\_\_ (Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer through SBIIMS, intends to carry out Supply, Installation, testing & Commissioning of PA systems in Security Department, LHO building, Bhopal **shall herein after referred to as "Project"**.

AND WHEREAS for the purpose of the above said project, the SBI Infra Management Solutions Pvt. Ltd., Bhopal Circle Office, Mezzanine Floor, SBI Bhopal LHO Building, shall conduct e-tenders on behalf of SBI from experienced, resourceful and bonafied contractors.

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

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

AND WHEREAS the SBIIMS has accordingly issued the work order (No. \_\_\_\_\_ dt. \_\_\_\_\_) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO. dt. \_\_\_\_\_ and has also deposited with the Employer a sum of Rs. \_\_\_\_\_ which with

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

### 1) Contract documents

The following documents shall constitute the Contract Documents.

I. This Article of Agreement.

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

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

IV. Work order No. \_\_\_\_\_ dt. \_\_\_\_\_

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said SBIIMS and described in the said Specifications and the said Schedule of Quantities.

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

4) As mentioned in Article 1 above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the

Signature of contractor

conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

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

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

Signed and delivered for and on behalf of

**State Bank of India**, Shri. \_\_\_\_\_ its duly authorized official, In the presence of

1. (Name and Address)

2. (Name and Address)

**SBI Infra Management Solutions Pvt. Ltd.**,

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of

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

1. (Name and Address)

2. (Name and Address)

READ, UNDERSTOOD AND ACCEPTED

**SIGNATURE OF THE CONTRACTOR WITH SEAL**

DATE

Signature of contractor



**APPROVED MAKE OF MATERIALS  
(For Internal Electrification)**

<b>Sr. No.</b>	<b>Description</b>	<b>Make</b>
01.	Multistandard PVC insulated copper Wires 650 V Gr. (FRLS)	Finolex/Polycab/Havells/ RR Cabel
02.	M.S.Conduit and accessories	B.E.C./N.I.C./A.K.G.
03.	Coaxial cable for T.V.	Finolex/National
04.	Telephone wire	Delton/Finolex/Poloycab
05.	AL.Ar. XLPE/PVC Cables	C.C.I. (Cable Corpn. of India)/Polycab/Finolex
06.	M.C.C.B./M.C.B./E.L.C.B./D.B.'s	Legrand/Siemens/L&T/Hagger/Schneider.
07.	LOAD LINE DB	Legrand/L&T/Hagger
08.	Amplifier	BOSCH/QSC/CROWN/BOSTON/AC OSTICS/AHUJA/BEHRINGER
09.	DISTRIBUTION AMPLIFIER	DBX/mATROX/kRAMER/bEHRINGER/aUDIO TECHNICA/sAMSUN
10.	RACK POWER INPUT CUM AUDIO MONITORING MODULE	QUEST/pANATRONIX/MQS
11.	AUTOMATIC AMPLIFIER FAILURE SENSING & STANDBY AMPLIFIER SWITCHING MODULE	QUEST/PANATRONIX/MQS
12.	USB AUDIO INTERFACING MODULE	QUEST/PANATRONIX/MQS
13.	20 SWG MS INSTRUMENT RACK	VAL RACK/VERO PRESIDENT/APW/MASS RACK
14.	G.I. PIPE	SWASTIK/ KHANDELWAL/PRAKASH
15	Music System related Items	Ahuja/Sony/Philips

The materials shall be only of the approved makes as specified in this. The Contractor shall GET THE MAKES APPROVED FROM THE ABOVE LIST get checked/ tested from SBIIMS Engineer and Security Officer.

SBIIMS Engineer decision in this regard shall be binding on the Contractor.

In case any material is not available for any one or all of these approved makes the SBIIMS Engineer shall select and approve alternative make(s).

**NOTE : ALL The materials to be ISI marked.**

Signature of contractor

## **DECLARATION**

I/We have inspected the site at Security Department , SBI, LHO building, Bhopal and I/We have made me/ us fully acquainted with the local conditions in and around the sites of works and Lay out drawings of works, drawings of each items etc. complete.

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

We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We here by undertake to use only specified material/ make as per the tender schedule.

I/ We hereby declare that, in particular during execution of all works at site; it will be my/ our sole responsibility to strictly adhere to/ meticulously follow the General Specification, Approved manufacturers/ natural source of materials, Technical Specifications of schedule of quantities, all drawings of layout and items.

For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the employer as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

I/ We hereby declare that I/ We shall obtain necessary drawings of items from employer in time and also shall uniformly maintain such progress as may be directed by the employer to ensure completion of same within the target date/ time as mentioned in the tender document.

Date:

Signature and seal of Contractor/ Tenderer

**Witness:**

- 1.
- 2.

## **NOTE**

**ANY CLARIFCATIONS SOUGHT AFTER OPENING OF THE TENDERS WILL NOT BE ENTERTAINED AT ANY COST.**

