

STATE BANK OF INDIA

PREMISES & ESTATES DEPARTMENT
LOCAL HEAD OFFICE, BHOPAL

TENDER ID: LHO/BHO/P&E/2023-24/20

PART – A: TECHNICAL BID

**TENDER FOR PROPOSED REVAMPING OF EXISTING WATER BASED FIXED
FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING,
BHOPAL.**

TENDER SUBMITTED BY:

NAME : _____

ADDRESS : _____

DATE : _____

ARCHITECT:

DESIGN AVENUES, BHOPAL,

F-4, 125, LAXMI PLAZA, ZONE - II, M.P. Nagar, Bhopal

Tel. No.: 0755-2550200, 9303131754

E-mail:designavenues@gmail.com

NOTICE INVITING TENDERS

SBI, Premises & Estate Department, LHO, Bhopal invites “online item rate E-tender” for captioned work from the SBI eligible empanelled contractors under appropriate category FC (Project cost between Rs. 50 lakh to Rs. 80 lakh). **Empanelled contractors who receive NIT from the SBI /Architects are only entitled to quote for this tender.**

The details of tender are as under:

| S.No. | Description | |
|-------|-----------------------------|--|
| 1. | Name of work | PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL. |
| 2. | Nature of Work | REVAMPING WORKS |
| 3. | Time allowed for completion | 6 MONTHS (SIX MONTHS) |
| 4. | Earnest Money Deposit | Rs.66,450/- (Rupees Sixty six Thousand four Hundred and fifty only) by means of Demand Draft / Pay Order(Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of A.G.M. (P&E) State Bank of India, LHO Bhopal. |
| 5. | Initial Security Deposit | 2% of contract amount including EMD. The successful bidder(s) shall be responsible to deposit initial security deposit @ 2% of the contract value by way of demand draft in favour of Assistant General Manager (P&E) and payable at Bhopal within 10 days from the date of receipt of “Work Order” from SBI/Architects. The SBI may consider accepting ISD in the form of Bank Guarantee issued by any Scheduled Bank in the format supplied/approved by any SBI within its sole discretion but the same cannot be considered as a right of the bidder. |

| | | |
|-----|---|--|
| 6. | Date of issue of tender documents form Bank's website | From 27.03.2024 to 16.04.2024 https://www.etender.sbi/ |
| 7. | Last date & time for submission of Online Technical and Price bid and EMD | Up to 3:00 P.M. on 16.04.2024 |
| 8. | Date & Time of opening of e-tenders | 3:30 P.M. on 16.04.2024 |
| 9. | Address at which EMD to be submitted. | The A.G.M. (P&E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011 |
| 10. | Place of opening tenders | The A.G.M. (P&E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011 |
| 11. | Liquidated Damages | 0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value. |
| 12. | Defect's liability period | 12 Months from the date of Virtual Completion |
| 13. | Validity of offer | 90 days from the date of opening of Price-bid |
| 14. | Value of Interim Certificate | Rs.18 Lakh. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances |
| 15. | Submission of Technical Bid (Hard Copy) | Contractors shall download the entire Technical Bid to get acquainted with terms and conditions and <u>Shall upload compulsorily the pages numbered from 01 to 09 of the technical bid</u> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected. However, L1 Tenderer should submit the whole technical bid spirally bound securely and in serial order containing all pages duly signed with company seal and date to this office within 7 days of receipt of confirmation. Failure to submit the hardcopy of Technical Bid may render the bidder disqualifies. |
| 16. | Agency for arranging e-tender/online bidding | Service provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India |

| | | |
|-----|--------------------------|--|
| | | <p>Contact Persons:</p> <ol style="list-style-type: none"> 1. Fahad Khan, 6352631766 fahad@eptl.in 2. Shaikh Nasruddin, 6352632098 shaikh@eptl.in 3. Jay Vyas, 9265562819 jay.v@eptl.in 4. Mubassera Mansuri, 7859800621 mubassera@eptl.in 5. Hiral Purohit, 6352631968 hiral.purohit@eptl.in |
| 17. | Corrigendum | The contractors have to visit the Bank's web site regularly for any corrigendum till the last date and time of opening of tender. |
| 18. | Cost of tender documents | NIL |

18. Tenders can be downloaded from the bank's website www.sbi.co.in (link <Procurement News>).

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

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

21. The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so and any claim / correspondence shall be entertained in this regard.

22. Tenders received without EMD shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

23. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

The A.G.M. (P&E)
State Bank of India
L.H.O. Bhopal.

(on Letter Head)

FORM TENDER

To,
The A.G.M,
Premises & Estate
State Bank of India,
Local Head Office, Hoshangabad Road,
Bhopal 462011

Dear Sir,

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

MEMORANDUM

| | |
|--|--|
| Description of work | PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL. |
| Earnest Money | Rs.66,450/- (Rupees Sixty six Thousand four Hundred and fifty only) |
| Time allowed for completion of the Works from fourteenth day after the date of written order or date of handing over of the site (whichever is later) to commence the work | 6 MONTHS (SIX MONTHS) |

I / We have deposited a sum of **Rs.66,450/- (Rupees Sixty six Thousand four Hundred and fifty only) by means of Demand Draft / Pay Order**.of the total tender amount as Earnest Money with the **A.G.M. (P&E) State Bank of India, LHO Bhopal**.Which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI.

1) Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm

Authorized to sign

Or

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power Of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

SAMPLE BUISNESS RULE DOCUMENT

ONLINE E- TENDERING FOR PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.

(A) Business rules for E-tendering:

1. Only empanelled contractors with SBI under appropriate category who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of and E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI (A.G.M. P&E) will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
6. The Contractors will be required to submit the hard copy of EMD and proof of tender application copies in sealed Envelope to the office of State Bank of India at the address mentioned hereinbefore by the stipulated date and time. Contractors not submitting any one or more documents shall not be eligible to participate in the online price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which **M/s e-Procurement Technologies Pvt Ltd, Ahemedabad**, has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through **M/s e-Procurement Technologies Pvt Ltd, Ahemedabad** on pre-specified date. While the

Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. **M/s e-Procurement Technologies Pvt Ltd, Ahmedabad** shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
5. Procedure of E-tendering:
 - i. **Online E-tendering** :
 - (a) The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
 - (b) Online e-tendering is open to the empanelled bidders who receive NIT from the SBI and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
 - (d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

- (f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as ***"Incomplete Tender"*** and shall be liable for rejection.
6. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by **M/s e-Procurement Technologies Pvt Ltd, Ahemedabad**. The Bidders are requested to change the Password after the receipt of initial Password from **M/s e-Procurement Technologies Pvt Ltd, Ahemedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 7. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including depaneling such contractors and forfeiting their EMD.
 8. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidder
 9. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
 10. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
 11. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
 12. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - SBI decision on award of Contract shall be final and binding on all the Bidders.
 - SBI reserves their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
 - SBI or its authorized service provider **M/s e-Procurement Technologies Pvt Ltd, Ahemedabad** shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

- SBI or its authorized service provider **M/s e-Procurement Technologies Pvt Ltd, Ahmedabad** is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service **M/s e-Procurement Technologies Pvt Ltd, Ahmedabad** will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s e-Procurement Technologies Pvt Ltd, Ahmedabad.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,

M/s. e-Procurement Technologies Pvt Limited,
B-704, Wall Street-II, Opp. Orient Club, Near Gujrat College Road,
Ellise Bridge, Ahemedabad-380006

Mobile no. 7940016800

Email: aman.v@procuretiger.com

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E- TENDERING FOR PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and **M/s e-Procurement Technologies Pvt Ltd, Ahemedabad** shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.

6) We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 1000/- or as per latest Govt. Rules)

This agreement made on the _____ day of _____ Two Thousand ____ BETWEEN State Bank of India a corporation incorporated under the State Bank of India Act, 1955 and having its Corporate office at State Bank Bhawan Madam Cama Road Nariman Point Mumbai and one of Local Head Offices at BHOPAL, (hereinafter called "the Employer") of the one part and M/s _____ through its _____ having its registered office at _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of executing Works to be carried out **FOR PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.**

.as per Schedule-I, to this agreement and has caused Drawings, Bills of Quantities and Specification describing the work to be done, prepared by **M/s Design Avenues, Bhopal** (hereinafter called "the Architects").

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rupees _____ to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon

and subject to the said Drawings and described in the said Specification and Bills of Quantities, complete the work within stipulated period of time.

2. The Employer shall pay to the Contractor the said sum of Rs. _____ or such other sum as shall become payable hereunder at the times and in the manner specified hereinafter.
3. The term "The Architects" in the said conditions shall mean **M/s Design Avenues, Bhopal** or in the event of their ceasing to be Architects for the purposes of this Contract, such other persons as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions. Provided always that no persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architects for the time being.
4. The said Conditions, Specifications and Priced Bills of Quantities shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such Conditions, Specifications and Priced Bills of Quantities contained.
5. This agreement is subject to jurisdiction of courts at **Bhopal M.P** only.
6. **The Asst. General Manager (P&E), LHO, BHOPAL** shall exercise powers on behalf of the said Employer for the purpose of the Contract Agreement.
7. Whereas both the parties agree to sign the following annexure Annexed to this Agreement in token of their acceptance.
 - (i) Agreement
 - (ii) General Conditions of contract.
 - (iii) Special Condition of Contract.
 - (iv) Safety Codes.
 - (v) Specifications.
 - (vi) Material Testing & Their Frequency.
 - (vii) List of Approved Makes/ Brands
 - (viii) Priced Bill of Quantities.
 - (ix) Drawings.
8. The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said Conditions mentioned in the General Conditions of Contract.
9. Whereas the Contractor hereby undertakes and agrees to carry out and complete the works within **6 MONTHS** from the date of handing over site or 15 days from the date of issue of letter of acceptances, whichever is later. The Contractor agrees and has deposited the sum of Rs. _____ by way of Initial Security Deposit for due fulfillment of this Contract for the Works. It is agreed that the Security Deposit shall be deducted from each running bills and refunded to the contractor as per clause 2 of the General Conditions of the Contract Annexed herewith.

10. Whereas it is agreed that the earnest money amounting **Rs.66,450/- (Rupees Sixty six Thousand four Hundred and fifty only)** deposited by the Contractor in the form of Demand Draft along with the tender shall be forfeited in full in case the Contractor does not remit the Initial Security Deposit within the stipulated period of the start of the works by the stipulated date mentioned in the award letter.
11. Whereas Shri _____ is the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer in relation to the Works. The Contractor agrees to pay Sales Tax or any other Tax on material or finished works like Works Contract Tax, Turnover Tax, etc. including Income Tax in respect of this Contract of the Works and the Employer will not entertain any claim whatsoever in this regard nor shall the Employer be responsible to pay any Tax as mentioned above. If due to non – payment of any of the aforesaid Tax or other Taxes connected with the Works, the Employer suffers any loss or damages occurred due to the Contractor then the Employer will be entitled to claim damages from the contractor for such loss and also for non-completion of the Work within **6 months** stipulated in Para 9, above.
12. Whereas the Contractor hereby declares the list of all the relative working with the Employer which is annexed herewith.

OR

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

OR

Whereas the Contractor declares that he has associated himself with the agencies of the appropriate classes of person for Sanitary and Water Supply Installation etc. or any other specialized job to complete the works.

The Plans, Drawings, Specifications, Contract Documents and the Documents above mentioned shall form basis of this Contract and the decision of **AGM (P&E) , SBI PREMISES & ESTATE DEPARTMENT., 3rd Floor, LHO BUILDING Hoshangabad Road BHOPAL 462011** for the time being as mentioned in the Conditions of Contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the Agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.

The work comprises of the "

" PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.

13. ." as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by **AGM (P&E), SBI PREMISES & ESTATE DEPARTMENT., 3rd Floor, LHO BUILDING Hoshangabad Road BHOPAL 462011** for the time being even though such works may not have been shown on the , Plans or described in the said Specifications or Schedule of Quantities of various classes of Work to be done.
14. The Employer through the **AGM (P&E), SBI PREMISES & ESTATE DEPARTMENT.,3rd Floor, LHO BUILDING Hoshangabad Road BHOPAL 462011** reserves himself the right of altering the Plans, Drawings and nature of Work of adding to or omitting any items of work or having portions

of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.

15. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in **M.P** and only the court at **BHOPAL** shall have jurisdiction to determine the same.
16. The several parts of this Contract have been read to us and fully understood by us.

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

Signed, Sealed and Delivered by:

Authorized Representative of Employer

Authorized Representative of Contractor

SCHEDULE I

" PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL. as described in Tender and Drawings inclusive hereto as Specifications.

SCHEDULE II

The following Letters/ Correspondence form a part of Agreement:

- 1.
- 2.
- 3.

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

In presence of

Signature:

Name:

Occupation:

Address:

In presence of

Signature:

Name:

Occupation:

Address:

Signature by the said Employer

Name:

Designation:

Address:

Signature by the said Contractor

Name:

Designation:

Address:

SECTION – 1

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

TENDER FOR PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.

1.1 Site and its location

The proposed work is to be carried out at State Bank Of India, Local Head Office, 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 A

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

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

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

2.4 The tender documents are not transferable.

3.0 **Site Visit**

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

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

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs.66,450/- (Rupees Sixty Five Thousand Four Hundred and Fifty only) by means of Demand Draft / Pay Order** (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of A.G.M. (P&E) State Bank of India, LHO Bhopal and payable in Bhopal. NO TDR / STDR SHALL BE ACCEPTED AS EMD**

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

4.3 No interest will be paid on the EMD.

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

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

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of A.G.M. (P&E) State Bank of India, LHO Bhopal within a period of 15 days of acceptance of tender.

6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total

Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 Additional Security Deposit

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price.

Such ASD could be in the form of DD / Banker Cheque in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

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

7.0 Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **6 MONTHS (SIX MONTHS)** from the date of award of work.

9.0 Validity of tender

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

10.0 Liquidated Damages

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

11.0 **Rate and prices:**

11.1 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.

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

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

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

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

11.5 The rate quoted shall be firm and shall include all costs, allowances, levies etc. GST will be paid additionally as applicable.

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

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

12. **Restriction under Rule 144 9XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No. 6/18/2019/PPD dated 23rd July 2020.**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for promotion of industry and internal Trade).
- II. 'Bidder' (including the terms 'tender' 'consultant or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or

companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. 'Bidder from a country which shares land border with India (such a country); for this purpose means:

- a. An entity incorporated, established or registered in such a country, or
- b. A subsidiary of an entity incorporated, established or registered in such a country or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country, or
- d. An entity whose beneficial owner is situated in such a country or
- e. An Indian (or other) agent of such an entity or
- f. A natural person who is a citizen of such a country or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercise control through other means.

Explanation-

- a. "Controlling ownership interested" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the Company;
 - b. "Control" shall include right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of or entitlement to more than fifteen percent of capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the trustee, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person to do any act for another, or to represent another in dealing with third person.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contract]. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regards as per “Annexure-I” failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection.”

SIGNATURE OF THE CONTRACTOR

WITH SEAL

GENERAL CONDITIONS OF CONTRACT

1.0 **Definitions: -**

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

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

1.1.1 ‘SBI’ shall mean A.G.M. (P&E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011 and includes the client’s representatives, successors and assigns.

1.1.2 ‘Architects/ Consultants’ shall mean M/s **Design Avenues**, Bhopal
F-4, 125, LAXMI PLAZA, ZONE - II, M.P. Nagar, Bhopal
Tel. No.: 0755-2550200, 9303131754
E-mail:designavenues@gmail.com

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

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

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

1.1.5 ‘Engineer’ shall mean the representative of the Architect/consultant.

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

- 1.1.7 Specifications' shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.
- 1.1.8 "Month" means calendar month.
- 1.1.9 "Week" means seven consecutive days.
- 1.1.10 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.
- 1.1.11 "SBI Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the A.G.M. (P&E) State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011.
- 1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer /PMC and other consultants / contractors engaged in the execution of the project.
- i) A.G.M. (P&E) State Bank of India, Local Head Office, Bhopal.
 - ii) SBI Engineer (Civil and Electrical) in-charge of the Project, as may be nominated by the M.D. & CEO.
 - iii) Concerned partner of the Architects and their Resident Architect.... Member.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

Earnest Money Deposit

Initial security deposit

Retention Money

a) **Earnest Money Deposit -**

The tenderer shall furnish EMD of **Rs.66,450/- (Rupees Sixty six Thousand four Hundred and fifty only)** in the form of Demand draft or bankers cheque drawn in favour of A.G.M. (P&E) STATE BANK OF INDIA, LHO BHOPAL., 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 SBI or after it is accepted by the SBI 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. **NO TDR / STDR SHALL BE ACCEPTED AS EMD.**

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

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

ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price.

Such ASD could be in the form of DD / Banker Cheque in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

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

c) **Retention Money: -**

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

2.0 **Language**

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

3.0 **Errors, omissions, and discrepancies**

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

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

4.0 **Scope of Work:**

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

5.0 i) **Letter of Acceptance:**

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

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI/ Architect the successful tenderer shall be bound to implement the contract and within fifteen days 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 SBI through its Architect / consultants are the properties of the SBI. They are not to be used on other work.

7.0 Detailed drawings and instructions:

The SBI through its architects / consultants shall furnish with reasonable 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 architect/consultant

7.0 Copies of agreement

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

8.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

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

10.0 Permits, Laws and Regulations:

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

11.0 Setting out Work:

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

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 SBI and the original policy may be lodged with the SBI.

13.0 Inspection of work:

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

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 SBI through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

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

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

ii) **Samples**

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

iii) **Cost of tests**

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

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

If any test is ordered by the Architect/ Consultant which is either

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

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

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

17.0 **Contractor's superintendence**

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

18.0 **Quantities**

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

19.0 **Works to be measured**

The Architect/Consultant may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his 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 Architect / consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 **Variations**

No alteration, omission or variation ordered in writing by the Architect / consultant vitiates the contract. In case the SBI / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing

within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

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

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

22.0 Final measurement

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

23.0 Virtual Completion Certificate (VCC)

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

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the 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 SBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allot by the SBI
- 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 Architects to the full satisfaction of SBI.

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

This issuance of a VCC shall not be without prejudice to the 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 SBI against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

The SBI / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract which may desire to have carried out by other persons simultaneously and the contractor shall not only

allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

25.0 Insurance of works

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated 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 Architect / 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 SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in

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

25.3 Contractor to indemnify SBI

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

25.4 Contractor's superintendence

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

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

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

25.7 Accident or Injury to workman:

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

25.7.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always 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 SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect /consultant when such policy of insurance and the receipt for the payment of the current premium.

25.7.3 Remedy on contractor's failure to insure

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

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

26.0 Commencement of Works:

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

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 **6 MONTHS (SIX MONTHS)** from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of time

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

29.0 Rate of progress

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

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the

permission in writing of the Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the SBI.

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 SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise 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 Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

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

32.0 Suspension of work

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

The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the Architect / 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 Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI

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

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

34.0 Owner's right to terminate the contract

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

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

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

- a) Has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect / consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor 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 SBI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, tools scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to 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 SBI or architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the SBI 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 Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBI 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 Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

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

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

The SBI shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

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

The contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 18.00 Lakh** and the minimum interval between two such bills shall be one month.

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

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

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 Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the A.G.M. (P& E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011

- i) And endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBI- 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 A.G.M. (P& E), SBI, Head Office in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the A.G.M. (P& E), SBI, Head Office in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The A.G.M. (P& E), SBI, Local Head Office shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the A.G.M. (P& E), SBI, Head Office/ Submit his claims to the conciliating authority namely the A.G.M., State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011 for conciliation along with all details and copies of correspondence exchanged between him and the SBI.

- 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 A.G.M. (P& E) of the SBI for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBI shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the A.G.M. (P& E) and who will be of Deputy General Manager rank. It will also be no objection to any such appointment that the Arbitrator so appointed is a SBI, Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as SBI, Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said A.G.M. (P& E) of the SBI Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

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

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

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

It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBI 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 Architect / consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.
- iii) In case contractor is permitted to use SBI's source of water i.e. Municipal connection, Bore well (existing or new) etc., the SBI- may consider recovering @1% of contract amount from the final bill of contractor.

- 37.1 The contractor shall construct temporary well / tube well in SBI- land for taking water for construction purposes only after obtaining permission in writing from the SBI The contractor has to make his own 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 SBI without any compensation as directed by the architect / consultant.

38.0 Power supply

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

39.0 Treasure trove etc.

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

40.0 Method of measurement

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

41.0 Maintenance of registers

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

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

42.0 Force Majeure

- 42.1 Neither contractor nor 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.

- 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.

45.0 SAFETY CODE

SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. 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 is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, 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 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings 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.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. 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 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
11. Before any demolition work is commenced and also during the process of the work :- a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;

b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

g) Those engaged in welding works shall be provided with Welder's protective eye-shields.

h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.

e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working

load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

SPECIAL CONDITION OF CONTRACT

Scope of work

1.0 The scope of work is to carry out for the FOR PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.

2.0 Address of site

The site is located at **State Bank of India, Local Head Office, Bhopal.**

3.0 Dimensions and levels

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

04 Notice of operation

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

5.0 Construction records

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

6.0 Safety of adjacent structures and trees

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

7.0 Temporary works.

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

for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Waterpower and other facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.
- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.
- d) The SBI as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

9.0 Facilities for contractor's employees

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

10.0 Lighting of works

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

11.0 Firefighting arrangements

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

- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor make the following arrangements at his own cost but not limited the following:
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations which can create fire hazards.
 - c) Access for fire-fighting equipments.
 - d) Type, number and location of containers for the removal of surplus materials and rubbish.
 - e) Type, size, number and location of fire extinguishers or other tire fighting equipment.
 - f) General house keeping

12.0 Site order book

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

13.0 Temporary fencing/ barricading

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

14.0 Site meetings

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

15.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect

that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

16.0 Contractor to verify site measurement.

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

17.0 Displaying the name of the work

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

18.0 As built drawings

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

ii) For the drawings prepared by the contractor

The contractor will modify the drawing prepared by him wherever the changes made by the SBI / Architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

19.0 Approved make

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

20.0 Procurement of materials

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

(Restriction under Rule 144 9XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No. 6/18/2019/PPD dated 23rd July 2020.)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for promotion of industry and internal Trade).
- II. 'Bidder' (including the terms 'tender' 'consultant or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. 'bidder from a country which shares land border with India (such a country); for this purpose means:
 - a. An entity incorporated, established or registered in such a country, or
 - b. A subsidiary of an entity incorporated, established or registered in such a country or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d. An entity whose beneficial owner is situated in such a country or
 - e. An Indian (or other) agent of such an entity or
 - f. A natural person who is a citizen of such a country or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercise control through other means.

Explanation-

- a. "Controlling ownership interested" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the Company;
- b. "Control" shall include right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of or entitlement to more than fifteen percent of capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the trustee, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person to do any act for another, or to represent another in dealing with third person.
- VI. [The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regards as per "Annexure-I" failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection."

21.0 Excise duty, taxes, levies etc.;

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

22.0 Acceptance of tender

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

23.0 Photographs:

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with their each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/SBI may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

APPENDIX HEREINBEFORE REFERRED TO

- 1) Name of the organization Offering Contract : The A.G.M., State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011
- 2) Consultants : M/s. **Design Avenues, Bhopal**
- 3) Site Address : SBI, Local HEAD Office, Bhopal
- 4) Scope of Work : PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.
- 5) Name of the Contractor : -----

- 6) Address of the Contractor : -----

- 7) Period of Completion : **6 MONTHS (SIX MONTHS)**from
The Date of Commencement
- 8) Earnest Money Deposit : **Rs.66,450/- (Rupees Sixty six
Thousand four Hundred and fifty only)
by means of Demand Draft / Pay
Order**(Valid for a period of 90 Days
from the last date of submission of the
tender) from any scheduled
Nationalized Bank drawn **in favour of
A.G.M. (P&E) State Bank of India,
LHO Bhopal. and payable in Bhopal.
NO TDR/STDR SHALL BE ACCEPTED
AS EMD.**
- 9) Retention Money : As per clause no. 1.0(c) of general
Conditions
- 10) Defects Liability Period : Twelve Months from the date of
Virtual Completion.
- 11) Insurance to be undertaken by the Contractor at his cost : 125% of Contract Value
(Contractor's all risk policy)
- 12) Liquidated damages : 0.5% of the Contract amount shown
in the tender per week subject to max. 5%
of the contract value or actual final bill
value.
- 13) Value of Interim Bill (Min.) : **Rs. 18 Lakhs.**
- 14) Date of Commencement : 10 days from the date of acceptance letter
is issued to the Contractor/ or the day on
which the Contractor is instructed to take
possession of the site whichever is earlier.
- 15) Period of Final Measurement : 6 Months from the date of Virtual
Completion.
- 16) Initial Security Deposit : 2% of the Accepted Value of the
Tender. (Clause No. 1.0 - b)
- 17) Total Security Deposit : As per clause No. 1.0
- 18) Refund of initial Security Deposit
Comprising of EMD and ISD. : 50% of the Security Deposit shall be
refunded to the Contractor on completion

of the work and balance refunded only after the Defect Liability Period is over.

19) Period for Honoring Certificate

:

1. One Month for R.A. Bills
2. The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be certified within 3 months from the date of receipt of final bill provided the bills are submitted with all pre-requisite documents/test reports etc. prescribed in the tender.

Signature of Tenderer.

Date:

LETTER OF DECLARATION

To,
The A.G.M.,
PREMISES & ESTATES,
State Bank of India,
Local Head Office, Hoshangabad Road,
Bhopal 462011

Dear Sir,

PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.

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

MEMORANDUM

| | | |
|-----|---|---|
| (a) | Description of work | PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL. |
| (b) | Earnest Money | Rs.66,450/- (Rupees Sixty six Thousand four Hundred and fifty only) by means of Demand Draft / Pay Order from any scheduled Nationalized Bank drawn in favour of A.G.M. (P&E) STATE BANK OF INDIA, LHO BHOPAL. |
| (c) | Time allowed for completion of work from the date of issue of work order. | 6 MONTHS (SIX MONTHS) from the date of commencement as per tender. |

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

I/we have deposited Demand Draft / Banker's Cheque for a sum of **Rs.66,450/- (Rupees Sixty six Thousand four Hundred and fifty only)** as Earnest money deposit with the SBI -. Should I/we do fail to execute the contract when called upon to do so, I/we hereby agree that this sum shall be forfeited by me/us to SBI.

We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or in phases. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the building / buildings from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided for in Clause 11.1.7 and 11.1.8 "Instructions to Tenderers" of this tender.

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

Yours faithfully,

Signature of contractor
With Seal

INDEX

PROFORMAS OF VARIOUS TESTS

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

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work : Name of Article :
 Name of Contractor : Estimated Requirement :
 Agreement No. : Issue Rate :

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

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work :

Name of Contractor :

Agreement No. :

| Description of Material | Qty.outstanding from previous Bill | Deduct Qty.utilised in works measured since previous bill | Qty.outstanding & Qty.brought to site since previous bill | Signature of Site Engineer | Signature of Contractor | Initial of Bank's/ Architect's representative | Remark |
|-------------------------|------------------------------------|---|---|----------------------------|-------------------------|---|--------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

PROFORMA FOR HINDRANCE TO WORK

Name of Work :

Date of Start of work :

Name of Contractor :

Period of Completion :

Agreement No. :

Dt. of Completion of work :

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

PROFORMA FOR RUNNING A/C BILL

- i. Name of Contractor / Agency :
- ii. Name of Work :
- iii. Sl. No. of this Bill :
- iv. No. & Date of previous Bill :
- v. Reference to Agreement No. :
- vi. Date of Written order to commence :
- vii. Date of Completion as per Agreement :

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

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

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

 Net Value since previous bill

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

CERTIFICATE

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

Signature and
date of Contractor

Signature and
date of Architects
Representative (Seal)

Signature and
date of Site Engineer

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

Architect

Signature and
date of Site Engineer

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

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

Total value of materials at Site.

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

CERTIFIED:

- (i) That the materials mentioned above have actually been brought by the Contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security.
- (ii) That the materials (are of imperishable nature) and are all required by the Contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

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

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

Dated Signature of
the Contractor

TABLE - XV

MEMORANDUM FOR PAYMENT

R/A BILL NO.

| | | |
|----|---|-----------|
| 1. | Total value of work done since previous bill (A) | Rs. ----- |
| 2. | Total amount of secured advance due since Previous Bill (B) | Rs. ----- |
| 3. | Total amount due since Previous Bill (C) (A+B) | Rs. ----- |
| 4. | PVA on account of declaration in price of Steel, Cement and other materials and labour as detailed in separate statements enclosed. | Rs. ----- |
| 5. | Total amount due to the Contractor | Rs. ----- |

OBJECTIONS:

| | | |
|------|--|-----------|
| i) | Secured Advance paid in the previous R/A | Rs. ----- |
| ii) | Retention money on value of works as per accepted tenders upto date amount Rs. | Rs. ----- |
| | Less already recovered | Rs. ----- |
| | Balance to be recovered | Rs. ----- |
| iii) | Mobilization Advance, if any | |
| (a) | Outstanding amount (principal + interest) as on date | Rs. ----- |
| (b) | To be recovered in this bill | Rs. ----- |
| iii. | Any other Departmental materials cost to be recovered as per contract, if any | Rs. ----- |

iv. Any other Departmental service charges to be recovered if any, as per contract (water, power etc.) enclose statement. Rs. -----

Total Deduction as per contract (F) Rs. -----

Adjustments, if any ----- Rs. -----
Amount less received by Contractor in ----- R/A Bill (as per statement of Contractor)

P.V.A. Rs. -----

Total amount payable as per contract (E+F+G) Rs. -----

(Rupees ----- in words)

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

Date: -----

Signature of Architect
with Seal

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

Date : -----

Signature of Owners
Engineer

STATUTORY DEDUCTION:

i) Total Amount due (E) Rs. -----
ii) Less I.T. Payable Rs. -----
iii) Less S.T. Payable Rs. -----
Net Payable Rs. -----

Signature of Contractor with Seal

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

Date: -----

Signature of the AGM (P&E)

Annexure-I

Declaration-cum- Certificate on the letter head of bidder regarding restrictions on procurement from bidders from a country or countries, on grounds of defense in India or matters directly related there to, including national security

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We the bidder (Specify full name.....) certify that we are NOT, from such a country OR if from such a country has been registered with Competent Authority.

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

(Signature of Authorised Signatory along with seal)

Name of authorized signatory

Designation of Authorised signatory:

List of Evidences enclosed:

1. Copy of certificate of valid registration with the Competent Authority
(Score out if not applicable)
2.
3.
4.

Date:

Place:

- NB.
- 1) The contractor should obtain prior approval from Employer / Consultants before placing order for any specific materials. Employer may / delete any of the makes or brands out of the above list.
 - 2). All materials should conform to relevant standards and codes of BIS.
 - 3) Materials with I.S.I. mark shall be used duly approved by the SBI Engineer / Architect.

Note: - If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorised Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBI. The same will not be considered for payment.

ANNEXURE – I

FORM OF GUARANTEE FOR WORKS

It shall be the responsibility of Contractor who is carrying out work of **“PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.”**

to obtain the certificate on Rs. 50/- stamp paper as per the Performa given below to be delivered to SBI .

Name of the job: - **“PROPOSED REVAMPING OF EXISTING WATER BASED FIXED FIRE FIGHTING SYSTEM AND ALLIED CIVIL WORKS AT LHO BUILDING, BHOPAL.”** (carried out by us) VIZ.

After completion of the work and before any of the month of _____
____ 2023____, if at any time or times, the installation as per following serial nos.
& quantities an any other portion thus supply,
installation, testing & commissioning by us
Viz. . , _____
—

(hereinafter called “The Contractors”) starts offering breakdown or in any way give way to the normal operation due to the inadequacy of the work carried specification, workmanship etc , including the responsibility for any abnormal working etc , works carried out by us we shall, without any extra cost to the employers or to the occupants carry-out necessary remedial measures to such extent and so often as may be necessary to free the said work from breakdown/maintenance/out of order conditions etc. The question of weather there is any problem exist shall be decided by the Employer and the decision of The Employer in this regard shall be final and binding on us. We shall reinstate the work after carrying out the rectification work, if necessary, by bringing new materials at no extra costs to the Employer.

Signature of Employer
Contractors

Attested Signature of

Place:

Place:

Date:

HSE REQUIREMENTS BY VENDORS

A. Housekeeping:

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

B. Confined Space:

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

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

C. Tools, Equipment and Machinery:

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

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

D. Working at Height:

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

E. Fall Prevention System:

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

F. Fall Protection Systems:

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

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

G. Scaffolding:

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

H. Stairways and Ladders:

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

I. Lifting Equipment and Accessories:

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

J. Lockout Tag out ("LOTO") :

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

K. Barricades:

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

L. Electrical Safety

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

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

M. Hot Works:

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

N. Trenching, Excavating, Drilling and Concreting:

- a) A Permit to Work must be obtained from SBI and all underground lines; equipment and electrical cables shall be identified and located prior to beginning the work. The Vendor shall assign a competent Vendor Personnel to all trenching and excavation work.
- b) Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Vendor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations.

O. Environmental Requirements:

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

P. Gas Cutting Activity:

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

TECHNICAL SPECIFICATIONS FOR FIRE HYDRANT SYSTEM

1. Scope

The contractor shall be responsible for the supply of materials as defined in the Schedule of Quantity and Unit Rates, as well as Installation, testing and commissioning, for all the Equipment described in Schedule of Quantities. This work shall be carried out in accordance with the regulations of local codes, if any, and following specification and codes which may govern the requirement of materials and equipment supplied and fire protection Manual and rules for alarm installations of Tariff advisory committee of Fire Insurance Association of India.

The work of the Contractor shall include, but not necessarily be limited to the following activities so as to ensure that the entire installation is not only in accordance with the designs and drawings, but also complies with the statutory requirement, including reliability and safety aspects.

The activities of the contractor, to name a few, shall cover the following:

- a) Supply of materials as per the schedule given, including any material/item deemed part of the main equipment.
- b) Trial run, Pre-commissioning, Tests, Testing and Commissioning.
- c) Handing over, after demonstrating the satisfactory performance and/or operation of the Equipment installed by him, including such interphases / interactions which the equipment will have, with respects to others though not specifically included in the Contractor's scope of supply.
- d) A set of 'As-built' drawings, Instruction Manual.

2. Construction Facilities & Power Supply

230V / 415V, 1 phase / 3 Phase 50HZ AC supply may be made available to the contractor at one point. Water supply will be made available at one point within the site free of cost. However, distribution for same (for electric power & water) will have to be arranged the contractor.

The contractor shall ensure that the work pertaining to water and electricity connections are carried out strictly in accordance with the current regulations required by the relevant authorities or any other statutory requirements.

It shall be entirely the contractor's responsibility to provide all type of construction /erection equipment, transformer, welding sets, derricks, cranes, chain pulley blocks, jacks, scaffolding materials, tarpaulins, tools & tackles, etc. as well as all handling and transporting facilities. The

Employer/Owner has no obligation to provide construction/erection equipment to the Contractor.

3.0 A space(open space) will be provided at site for storage of materials and for site office. The Contractor has to make his own arrangement of temporary shed for safe keeping of his own materials.

4.1 Power supply system

4.2 Design of the underwater lighting system shall be such as to provide facilities to simplify inspection, testing, maintenance, cleaning and general repair at site.

3. a) Drawing /Specifications

The drawings/ specifications and bill of quantities shall be considered as a part of this contract. However, any minor change, if found, essential to co-ordinate the installation of this work with other traders shall be made without any additional cost to the owners. The exact location, distance and levels, etc. will be governed by the space conditions. Generally, works to be carried out as per BIS standard and applicable IS codes are listed below:

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

- a) IS: 15105: Design, installation and maintenance of fixed automatic sprinkler fire extinguishing systems.
- b) IS: 884-1995: Specification for first Aid Hose Reel for Fire Fighting.
- c) IS: 901-1988: Specification for couplings, double male and double female, instantaneous Pattern, for firefighting purposes (revised).
- d) IS: 902-1992: Specification for suction hose couplings for firefighting purposes (revised).
- e) IS: 903-1993: Specification for fire hose delivery couplings, branch. Pipe, nozzle and nozzle Spanner (revised).
- f) IS: 904-1983: Specification for two-way and three-way suction collecting heads for firefighting Purposes (revised).
- g) IS: 905-1980: Specification for delivery breaching, dividing and collecting, instantaneous Pattern, for firefighting purposes (revised).
- h) IS: 906-1992: Specification for branch with revolving head for firefighting purposes (revised).
- i) IS: 907-1984: Specification for suction strainers, cylindrical and hose types for firefighting Purposes (revised).
- j) IS: 908-1975: Specification for fire hydrant, stand post type (revised).
- k) IS: 909-1992: Specification for underground fire hydrant, sluice valve type 30 (revised).

- l) IS: 910-1980: Specification for combined key for hydrant, hydrant cover and valve.
- m) IS: 936-1966: Specification for underground fire hydrant, double-valve type (revised).
- n) IS: 937 -1981: Specification for washers for water fittings for firefighting purposes (revised).
- o) IS: 1641-1988: Code of practice for fire safety of buildings (general): General principles and fire grading.
- p) IS: 1642-1989: Code of practice for fire safety of buildings (general): Materials and details of Construction.
- q) IS: 1646-1982: Code of practice for fire safety of buildings (general): Electrical installation.
- r) IS: 2871-1983: Specification for branch pipe, universal, for firefighting purposes.
- s) IS: 3582-1991: Specification for basket strainers for firefighting purposes (cylindrical type).
- t) IS: 3844-1989: Code of practice for installation of internal fire hydrants in i multi-storey buildings.
- u) IS: 5290-1993: Specification for landing valves.
- v) IS: 1239 : Providing, fixing, testing and commissioning of Above Ground M.S. ERW Black C Class Heavy duty pipes (up to 150 mm dia.) and
- w) IS: 3589 : providing, fixing, testing and commissioning of Above Ground M.S. ERW Black C Class Heavy duty pipes (up to 200 mm dia. And above)

Specification for landing - All the pipes and fittings used for Fire fighting piping shall be ISI marked and shall be installed strictly in compliance with the IS specifications as mentioned below:

IS : 1239(Part -I) 1979 for piping IS : 1239(part-II) for pipe fittings IS:5 for paint shades IS 13095/BS 5155 for Isolating valves

b) Shop Drawings

Contractor shall visit site and shall prepare and submit detailed shop drawings of all equipment control panels, piping and conduiting, cabinets and special pull boxes, to the Bank within 10 days of signing of the contract or days of start of particular work, whichever is earlier.

c) Completion Drawings

At the completion of the work and before issuing of certificate of 'Virtual Completion, the contractor shall submit to the Owner, layout drawings drawn at approved scale indicating the complete details as installed, in 3 sets of Blue Prints as well as the originals, along with soft copies of Drawings in Autocad /PDF format”.

4. Foreman/Supervisor

The contractor shall employ a competent, licensed, qualified, full time electrical foreman/supervisor for the work of fire protection work installations in accordance with the drawings / specifications.

The foreman/supervisor shall be available at all times on the site to receive instructions from the Engineer in the day to day activities throughout the duration of the contract. The foreman/supervisor shall correlate the progress of the work in conjunction with all the relevant requirement of the local authorities. The skilled workers employed for the work should have requisite qualifications and should possess competency certificate.

5. Inspection and Testing

Contractor shall employ a full time qualified Engineer who shall be available at all working hours at site for taking instruction and to look after the quality of the work. Contractor shall maintain at site the following tools and instruments, but not limited to the list below, in working condition:

- a) Vernier caliper, Micrometer,
- b) Steel tapes of various lengths,
- c) Hydraulic test machine, hand pump, pressure gauges etc.
- d) Hydraulic crimping tool,
- e) Earth testing megger,
- g) Pipe bending tool, thread cutting die, bench vice etc.
- h) Cable jointing kit,
- i) 1000 V Megger.

6. Clearance From local Authorities

After completing the proposed works in this tender, it would be the whole responsibility of the contractor to get the entire system should be approved by Local Authorities.

7. Painting

A. All above ground pipes, pipe fittings, hose cabinets, structural steel work, pipe supports etc. shall be painted as per specifications given below.

- (i) Painting shall be done only after the completion of fabrication work and testing.
- (ii) The instructions of paint manufacturer shall be followed as far as possible otherwise the work is to be done as directed by the Employer.
- (iii) All cleaning materials, brushes, tools and tackles, painting, material etc. shall be arranged by the Contractor at site in sufficient quantity.
- (iv) All rust, dust, scales, welding slag or any other foreign materials shall be removed fully so that a clean and dry surface is obtained prior to painting. Any other oily contamination shall be removed by use of a solvent prior to surface cleaning.

- (v) First coat of Zinc rich Metal primer paint must be applied by brush on dry clean surface immediately or in any case within 3 hours of such cleaning (avoid areas where cutting and welding are required).
- (vi) After fabrication and erection, the affected areas of pipe work should be immediately cleaned properly to remove dust, rust, welding flux and any other foreign matters, preferably by mechanical buffing and apply one touch up coat of Zinc rich primer. The total MS pipe work after fabrication and erection, are to be painted with 2nd coat of Zinc Rich primer.

- (vii) Piping work above ground shall be protected with 2 coats of approved make Fire red Enamel paint (shade no. 536 as per IS:5).

- (viii) The protective paints used shall be compatible, each other.

- (ix) The protection system shall be carried out as per Bank's Engineer/ consultant instructions and as per paint manufacturer's recommendations.

B. COATING WRAPPING FOR UNDERGROUND PIPES

All underground piping shall be protected by coating and wrapping as per the following procedure.

- (i) The materials and workmanship shall in general conform to IS: 10221, 1982 or as directed by the Owner.
- (ii) Cleaning – The pipes shall be thoroughly cleaned by dust, rust, scales, oil, grease etc. by stiff wire brush and scrapers. The surface shall be coated with the primer immediately after cleaning.
- (iii) Priming – The primer shall be PYPKOTE/MAKEPOLYKOTE/CORPORATE undercoat. The manufacturer's recommended procedure would be followed for applying the primer.
- (iv) Paste Application – PYPKOTE-AW Paste/RUSTFIRE Paste/CORPORATE Paste shall be applied to fill up uneven surfaces in order to ensure smoothness for subsequent wrapping with multi-layer tape.
- (v) Tape Wrapping - The tape is to be wrapped while the second coat of primer is still tacky. Winding is to be done with 50% overlap so that the total thickness of 2.0mm tape would become 4.0mm. It should be ensured while wrapping that air bubbles are not

trapped. The ends of tape shall be secured with nylon binding to ensure that the tape doesn't get loosened while handling.

(vi) The total thickness including 2 coats of primer, 50% overlap of tape etc. should not be less than 4.5mm or as per manufacturer recommendations.

(vii) The 'Holiday Test' is to be conducted as per IS: 10221 for detecting any entrapped air or any other defect. The Contractor is to arrange for the Holiday Test and to rectify the defects if found any.

8. Guarantee

The contractor shall guarantee that all the materials and workmanship of the entire system are of the first class quality. All the equipment apparatus shall be guaranteed. Defective equipment/material /workmanship found short of the specified quality shall be rejected.

9. Defects and Liability

All the equipment/material and the system shall be guaranteed against defective material and workmanship for a period of 12 months from the date of commissioning and handing over to the Bank along with all relevant documentation i.e. Virtual completion of the work. The contractor shall repair/rectify or replace all the defective materials, components free of cost during the guarantee period. In addition, normal maintenance shall be carried out periodically during the defects liability period including replacement of spares, as required.

10. Instructions Manual/ Completion Drawing/Training

Contractor shall furnish detailed instructions and operation manual in duplicate. The contractor shall also furnish detailed completion drawings to an approved scale. The drawings shall be inclusive of control schematics, if any. The contractor shall train the owner's personnel in the operation of maintenance of the system.

11. Testing

The contractor shall arrange to test the entire system as per the procedures enumerated under particular specifications, after the erection is completed. If the results of the test are not found to be satisfactory by the Engineer-in charge, necessary rectification shall be done until the test results are found to be satisfactory. The installation shall be deemed to be completed only after the successful completion of the tests.

A. HYDRANT SYSTEM

1. Scope of Work

1.1 Work under this section shall consist of furnishing all labour, materials, equipments and appliances necessary and required for complete installation of Wet Riser Fire Hydrant System as specified in the schedule of quantities.

1.2 wet riser system shall be installed, tested, commissioned and maintained as per all prevailing rules and regulations and according to the guidelines of local fire Authorities. The contractor shall submit and get all the detailed drawings, specifications and technical details of all the components of the proposed wet riser system to the Bank's Engineer before commencing fabrication.

1.3 Wet riser system shall comprise of piping system, Fire hydrant valves, isolating valves, Non return valves, Air release valves, drain valves, fire brigade inlet etc. with automatic pressurized fire hydrant system, as detailed in the drawings.

2. General Requirements

2.1 All materials shall be of the best quality conforming to specifications and subject to the approval of the Engineer/ Consultant.

2.2 Pipe and Fittings shall be fixed truly vertical, horizontal or in slopes as required in a neat workman like manner.

2.3 Pipes shall be fixed in a manner as to provide easy accessibility for repair and maintenance and shall not cause obstruction in shafts, passages etc.

2.4 Pipes shall be securely fixed to Brick/RCC walls and ceilings by suitable clamps at intervals specified. Only approved type of anchor fasteners shall be used.

2.5 Valves and other appurtenances shall be so located that they are easily accessible for operations, repairs and maintenance.

3. Pipes & Fittings specifications

3.1 Pipes for underground header shall be M.S black conforming to IS (Heavy class) duly wrapped and coated as per IS: 10221 with flanged/welded joints. Flanges shall be provided at regular intervals not exceeding 12M

3.2 Pipes for Risers and header running inside the building shall be M.S black conforming to IS (Heavy class) with screwed/ welded joints having flanges at regular intervals not exceeding 12M.

3.3 Pipe Installation work: Normal method statement to be followed for piping installation like cleaning of pipes, Painting, welding, Insulation, Pressure testing, Pipe flushing. After each step the approval should be taken from Site in Charge.

Piping installation work for wet riser system shall be done as per relevant Indian Standards and to the complete satisfaction of the Bank's Engineer/consultant.

The joints to be welded shall be cleaned properly and ensure that such joints are totally free from dust rest etc. Welding work shall be done by qualified and certified welders only. 10% of all the welded joints shall be radio graphically tested by the contractor. Rectifications of all defective welding joints and re-testing of such joints shall also be on Contractors account. Holes in pipes shall be done by core cutting machine or by gas cutter. Use of welding machine for making holes are prohibited.

Joining of pipes should be provided with 'V' notch at the end for strength and quality. Tapping should be with notch type fittings. Welding gap should not be above 3mm.

Pipe work shall be fixed in a neat manner as to provide easy accessibility for repair and maintenance and shall not cause obstruction in shafts, passage etc. the vertical risers shall be parallel to walls and columns and shall be straight and plumb.

The supports of pipes should be well pointed on all side, dropout type anchor fastners to be used for thread rod filling. Sample pull out test to be carried out. Expansion joints, where required, shall be provided to control expansion and contraction of pipe work.

Isolating valves and other appurtenances shall be installed at easily accessible locations with access doors/manholes covers etc. for emergency operations, repairs and maintenance.

All pipe work shall be carried out with minimum disturbance to the otyher services, existing services, building, roads and other structures.

4. Pipe joining details

4.1 All pipes and fittings used for fire fighting shall be MS 'C' class (Heavy duty) grade and shall include Elbows, Tees, Reducres, Reducers Tees, Sockets, Flanges, Unions etc. provided as per site conditions. Fittings for pipes up to 50 mm shall be heavy duty forged mild steel Socket welded and Joints with M.S pipe of above size 50mm and above shall be either screwed or butt welded with flanges at regular intervals. The welded joints should be good enough to withstand the specified hydrostatic pressure rating. All flanges shall confirm to IS: 6392-1971.

5. Excavation

5.1 Excavation for underground pipe lines shall be in open trenches to levels and grades shown on the drawings or as required at site. Pipe lines shall be buried to a minimum depth of 1.00m.

5.2 Wherever required, Contractor shall support all trenches of adjoining structures with adequate timber supports.

5.3 On completion of testing, coating and wrapping, trenches shall be refilled with excavated earth in 15 cms layers and consolidated to re-store ground condition to original status. Prior to excavation, contractor to ensure that no adjoining structure or pipe line is affected / damaged.

5.4 Contractor shall dispose-off all surplus earth out of the Bank's premises or as directed by Engineer.

6. Non Return Valves:

Non return valves for fire lines shall be hydraulically engineered, tight shut off, self acting, wafer type swing check valves, confirming to IS 13095.

7. Hydrant Valves (Landing Valves)

Landing valves shall be 63 mm dia. oblique female instantaneous single outlet pattern, 75 mm N.B. flanged inlet, brass spindle, cast iron hand wheel and complete with ABS blank cap and G.I. chain, bearing IS 5290 mark and having TAC approval.

Landing valves shall be installed on hydrant level. The landing valves shall be connected to the wet riser stand pipes by means of a suitable tee, the cost of which is deemed to be included in the unit rate for piping.

8. Hose Reel & coupling:

Fire Hose reel shall conform to IS 636:88 in all respects, with 63 mm internal dia. rubberized fabric reinforced rubber lined (RRL) hose jacketed with circular woven synthetic fibre. The RRL hose shall be with working pressure 12kg/sq.cm, proof pressure 22kg/sqcm and Burst pressure 38kg/sqcm. The hose shall be with IS 636:88 Type-A marking and 30 meters in length.

Fire hose coupling shall be gunmetal, heavy duty, confirming to IS 903:1993, with 63 mm dia. pair of male and female instantaneous couplings, having IS 903 mark and duly S.S. wounded.

Fire branch pipe shall be gunmetal, confirming to IS 903: 1993, with 63 mm dia. male instantaneous inlet, threaded outlet, fitted with 15 mm bore nozzle, having IS 903 mark and TAC approval.

9. Air Vessel/Air Cushion Tanks

15.1. An Air Vessel of suitable size and capacity indicated in schedule of quantities shall be provided.

15.2. Air Cushion tank shall be provided as per schedule of quantity and measured by numbers and shall include Air Valve, Pressure Gauge, globe valves of suitable size for testing and draining, M.

S. Clamps, Pipes, Fittings, Tees, Elbows, Union and all other items required to complete the work.

10. Pipe Protection

10.1 All pipes above ground and in exposed locations shall be painted with one coat of red oxide primer and two or more coats of synthetic enamel paint of approved shade and make. All underground M.S. Pipes must be protected with anti-corrosive treatment as per IS:10221 to the satisfaction of Engineer-in-charge and wrapping of pre-laminated self-adhesive composite sheets of polyethylene and bitumen similar to PYPKOTE shall be acceptable as corrosive treatment for underground piping.

11. Pipe Supports

All pipes shall be adequately supported at a maximum interval of 3 M from ceiling/walls from existing inserts, if available, by structural clamps fabricated from M.S. Structural e.g. Rods, Channels, Angles and Flats. All clamps shall be painted with one coat of red lead and two coats of black enamel paint. Where inserts are not provided, the contractor shall provide anchor fasteners. The design of all supports/clamps must be got approved from the Engineer-in-charge before execution.

12. Testing

12.1 All piping in the system shall be tested to a Hydrostatic Pressure of 15 Kg./sq.cm or twice the design pressure (whichever is higher) without drop in pressure for at least 2 Hours and there after the whole system shall be hydraulically tested at 3.5 Kg./sq.cm above the pump shutoff pressure or 11 Kg./sq.cm whichever is higher for 24 hours without any drop in pressure.

12.2 All the tests and inspection procedures as per the all the component manufacturer's specifications and standards shall be carried out by the Contractor as part of installation work prior to commissioning of the system. If the Bank's Engineer or Consultant may ask for additional tests to determine that the installed equipment complies with the specifications, the contractor shall carry out these additional tests also without extra cost.

12.3 The Contractor shall rectify leakages, if any, and replace all defective components and retest the system as per above requirements to the satisfaction of Engineer-in-charge.

13. Measurements

13.1 Pipes shall be measured by linear metre and shall include all fittings, flanges, jointing, clamps, hangers and all other material necessary and required (whether specified or not) to complete the system including painting, testing and commissioning.

13.2 Valves shall be measured by numbers and shall include matching flanges, rubber gaskets, bolts, nuts, washers and all items necessary and required and as given in the specifications to complete the work to the satisfaction of Engineer-in-charge.

13.3 No additional payment shall be admissible for cutting holes or chases in walls or floors or columns/ underground /overhead tanks etc. and making good the same to the satisfaction of Engineer-in-charge and making connections to pumps, various equipments and appliances or for making channels/trenches to complete the work.

B. PUMPS. MOTORS. CONTROLS AND ALLIED ELECTRICAL WORKS

1.0 Pumps

1.1 GENERAL

a) Pumps required for water circulation shall be of capacities indicated in the schedule of equipment. Pumps shall be of horizontal, enclosed impeller, centrifugal type. The construction of the pumps shall be as follows:

| No. | Description | Material / Type of Construction |
|-----|-------------|---|
| 1 | Pump | Horizontal Centrifugal |
| 2 | Casing | Cast Iron/Cast Steel |
| 3 | Impeller | Bronze/Gun metal |
| 4 | Shaft | Steel/Stainless steel |
| 5 | Bearings | Heavy duty ball/ Roller bearing |
| 6 | Base Plate | Cast iron/Fabricated MS |
| 7 | Flanges | As per ASA Specifications of IS specifications. |
| 8 | Parking | Shaft Seals |

The drive motor shall be provided with starter conforming to IS: 1822. The starters shall be of totally enclosed metal clad and dust proof construction. The motors shall be provided with DOL starters or shall be provided with automatic star delta starters as per capacity. The starter shall have thermal overloads on all the phases, under voltage and single phasing protection. Suitable number of extra contacts shall be provided for interlocking and indicating lamps. Suitable ammeter with CT's shall be provided as per requirement.

b) The contractor shall submit performance curves and manufacturer's test certificates for pumps supplied by him. The capacity of each pump shall be checked with respect to the contractor's piping equipment layout. Tests shall be conducted on each pump set, after completion of the installation w.r.t. to delivery head, flow and bHp. The tests results shall correspond to the performance curves. The equipment, instruments and labour required for testing shall be furnished by the contractor.

2.0 Motors

2.1 General

The motor installation, wiring, control shall be carried out strictly in accordance with the specification hereinafter laid down.

2.22.2

a) Rating

The ratings of the motors shall be as indicated in schedule of equipment and schedule of quantities. The rating shall be on the basis of ambient temperature and allowable maximum temperature rise as specified.

b) Standards

All motors shall comply with IS: 325, IEC 34, IEC 34-1 or BS: 2313 in respect of general requirements and performance. Motors shall also conform to IS: 1231, IEC 72.1 for 72.1 for foot mounted motors and IS: 2223 and IEC 72.2 flange-mounted motors.

c) Motors shall run at all loads without appreciable noise or hum. Motors shall be of the following design as specified:

- Drip proof squirrel cage induction motor pumps.
- Windings of motors, shall be class B insulated and fully tropicalized.
- The insulating materials used shall not be liable for action of fungi or microbes. The insulation shall afford adequate protection against chemically aggressive gases and vapour as well as against conductive dust.

d) Motors shall be rated for continuous duty as defined in IS: 325. All motors shall have suitable torque characteristics as required by the duty of driven equipment. Motors shall be suitable for operation on 415 volts, 3 phase, 50 Hz, AC supply.

e) Motors shall be provided with a combination of ball and roller bearings. The roller bearing shall be fitted at the driving and ball bearings shall be of standard cartridge type which effectively seals off dust and moisture. Suitable grease nipple shall be provided for Regressing the bearing.

f) Motors shall be provided with a cable box to suit copper conductor, PVC insulated, PVC sheathed and steel armored cable.

g) Motors shall be so designed to operate successfully under the following standard conditions of our country's voltage and frequency variation:

3. Motor Starters

a) Motor starters shall be manufactured in accordance with IS: 1882 or BS:587. The starters shall be totally enclosed, metal clad, dust and vermin proof construction. All starters shall be direct-on- line/Automatic Star/Delta/Auto-transformer etc. as required.

All starters shall be continuously rated and shall be of automatic contactor type. All starters shall be suitable for 415 volts \pm 10%, 3 phase, 50 Hz. \pm 5% AC supply or 230 Volts, 1 phase, 50 Hz AC supply.

b) The making and breaking capacity of the contractor shall be as per category A-4 conforming to BS: 775. All the contacts shall be solid silver or silver faced and all the contractors and starter equipment shall be designed for not less than 40 operations per hour.

c) Unless otherwise specified, all starters shall have integral 'Start/Stop' push buttons. Start push buttons shall be coloured green and shall be shrouded to prevent inadvertent operation. Stop push buttons shall have mushroom heads and coloured red. All push button operated contractors shall be provided with a maintaining/running contact.

d) All remote control circuit taken from the starter shall operate at 230 Volts AC or lower voltage levels.

e) Motor starters shall be provided with thermal overload relay with adjustable settings, on each phase for three phase motor. The motors of 10 HP. and above shall be provided with current transformer operated thermal overload relays. The thermal over load relays shall have thermal characteristics suitable for the associated motor its starting characteristics and suitably compensated for ambient air temperature variation. Single phase preventer shall be provided for all the three phase motors.

f) Green, Red, Amber indicating lamps shall be installed on each starter to indicate open and close conditions of the contractors and fault conditions of motors as directed by the thermal overload relay.

4. Motor control centre and allied electrical works:

a) Motor control centre shall be of cubicle pattern made out of 16 SWG MS sheet duly painted with anti-corrosive paint and synthetic enamel paint.

b) 100 mm square flush type ammeter of suitable range as mentioned in Bill of Quantities and 0- 500 volts voltmeter with CTS and selector switches shall be provided.

c) Three coloured phase indication lamps with toggle switch to be provided in incoming line. The bus bars shall be of aluminum flat with colour coded PVC tapes.

d) Automatic star-delta or DOL motor starter with bimetallic thermal overload relays, ON/OFF indication lamps to be provided for each motor.

e) Cables of approved make shall be laid either in built-in trenches or on walls with MS clamps, saddles fixed at 50 cm interval.

f) Cables will be terminated in Motor terminal block/in MCCB units/starter with brass gland and crimped copper lugs.

i) The control panel shall provide with at least two earth terminal (of brass nut and bolts) for connecting them with main system earth.

C. AUTOMATIC DIESEL ENGINE DRIVEN PUMPING SET

1. Starting Mechanism of Diesel Engine Driven Pump

Two separate methods of starting shall be provided as follows:

2.1 Automatic starting by means of a battery powered electric starter motor having repeat start facilities, initiated by a fall in the pressure in water supply pipe to sprinkler installation.

2.2 Manual starting by an electric starter motor.

2. Control Panel

Control panel shall comprise of the following:

- i) One pressure switch
- ii) One electronic calibrated relay
- iii) One starter repeater relay
- iv) Push button operated switch for manual starting

3. Battery

One separate 12 volt heavy duty Sealed Maintenance Free starter batteries of reputed make (Exide/Amaron) having suitable AH capacity including battery connectors shall be supplied.

4. Battery Charger

Wall mounted battery charger with air cooled transformer and wave grid connected or suitable rectifier, suitable for operation single phase AC supply shall be also be supplied. Suitable ampere metering equipment shall be provided inbuilt with the battery charging unit.

5. Pressure Gauges

All pressure gauges shall be of dial type with Bourbon tube element of SS 316. The gauges shall be of reputed make. The dial size shall be 150mm dia. and scale division shall be in metric units marked clearly in black on a white dial. The range of pressure gauge shall be 0 to 14 Kg./cm. All pressure gauges shall be completed with rubber isolation cock, nipples, tail pipes etc.

6. Pressure Switches

6.1 The pressure switch shall be Industrial type single pole double throw electric pressure switch designed for starting or stopping of equipment when the pressure in the system drops or exceeds the pre-set limits. It shall comprise of a single pole change-over switch associated with element assembly.

6.2 All the pressure switches shall have 1/4 B.S.P. (F) inlet connection and screwed cable entry for fixing cable gland.

6.3 The Electrical rating of the switch shall be as under:

| TYPE OF SUPPLY | VOLTAGE | NON-INDUCTIVE | INDUCTIVE |
|----------------|---------|---------------|-----------|
| A.C. | 110-380 | 10 Amp. | 6 Amp. |
| D.C. | 24-250 | 12 Watts. | 12 Watts. |

7. Main Wet Riser System Control Panel

7.1 The main switch board cubicle panel shall be of floor mounted type, totally enclosed, dust and vermin proof made from 14 SWG M.S. Sheet of suitable size duly painted with one coat of anti-corrosive paint and two coats of synthetic enamel paint of approved make and shade with stove enameled finish. The cubicle shall comprise of the followings:

- a) Incoming 4P MCCB required capacity.
- b) Outgoing 4P MCCB for each motor.
- c) Bus bar of suitable capacity.
- d) Fully Automatic 'STAR DELTA' starter suitable for the motor H.P. with Push Buttons, and ON/OFF indicating light one for each motor. Jockey pump to have DOL Starter.
- e) Single phase preventers one for each motor.
- f) 96 MM 2 Panel type Ampere meters - one for each motor complete with CTs.
- g) 96 MM 2 Panel type volt meter on incoming main with rotary selector switch to read voltage between phase to neutral and phase to phase.
- h) Three neon phase indicating lamps.
- i) Rotary switch for manual/auto operations.
- j) All colour coded internal and inter-connecting wiring from incoming main to Bus bar, switch board panel and power/control cables from Switch board cubicle to motors engine and batteries etc. in all respect.

8.2 All switchgears and accessories shall be of approved make to relevant IS Codes and to the satisfaction of Engineer-in-charge/ Consultant and rating of all equipment must match the KW of motors quoted and as per T AC rules. All electrical work to be carried out as per T AC and CPWD rules/specifications.

9. Maintenance Manual

9.1 On completion of the entire work and successful commissioning, Contractor shall hand-over four copies of maintenance manual of all equipment installed by him.

9.2 Maintenance manual shall include information relating to make, model no. year of manufacture and guarantee cards for all electrical and mechanical equipment with names of local suppliers or manufacturer's agents.

10. Measurements

10.1 Pumping sets, and switch board cubicle shall be measured by number and shall include all item necessary and required and given in the specifications.

10.2 Earthing and power/control cabling shall not be measured separately but included in switchgear cubicle and shall include all items necessary and required to complete the work as per specification and relevant Indian Standards to the satisfaction of Engineer-in- charge/Consultant/Inspecting agency.

10.3 Pressure Switches and Pressure Gauges wherever mentioned separately in BoQ shall include all items necessary and required to complete the work to the satisfaction of Engineer-in- charge/Consultant.

11. INSPECTION & TESTING

The Consultants/Clients have the right to inspect the plants, equipment and materials at manufacturer's work or at site at any stage and reject the materials that is substandard or does not meet the requirements of the specification and codes.

The contractor shall provide at his cost at site and elsewhere instruments and appliances for testing and equipment and installation at various stages of manufacturing/installation. These instruments shall be got tested and calibrated for their accuracy and performance from the approved institutions.

The inspection and testing carried out by the Consultants/Clients/Third party does not relieve the contractor of their responsibility of carrying out routine inspection during each stage of procurement, manufacture and installation and also meeting the intents and requirements of the specification and statutory requirements.

All equipment and the installation to be tested in the presence of the Consultants/Clients after carrying out necessary rectification, adjustments and balancing. Four sets of test readings should conform to the specification, equipment data, standards and codes.

Before participating in the tender, all contractors are advised to visit the site and understand the present site conditions and quote the rates accordingly.

Signature of the contractor with seal Date:

Place:

LIST OF APPROVED MAKES FOR FIRE FIGHTING WORKS

All materials to be used in the work shall conform to relevant Indian Standard Specifications and wherever available ISI marked materials will be used. Besides below mentioned make, equivalent approved make (EAM) may also be used. The Vendor shall also obtain prior approval from SBI for the 'Make' and 'Rating' of any other major item not mentioned above/below.

| S. No. | MATERIAL | MAKES |
|--------|-----------------------|--|
| 1. | Pumps | Lubi, Kirloskar, Wilo, KSB or EAM |
| 2. | Electric motor | Lubi, Kirloskar, Wilo, KSB or EAM |
| 3. | Diesel Engine | Lubi, Kirloskar, Wilo, KSB or EAM |
| 4. | Battery | Exide /Amron / Bosch or equivalent Only |
| 5. | M.S. Pipe | Jindal, Tata, Surya, Asian (ISI Marked) or equivalent |
| 6. | Gate Valves | Shah Bhogilal / KBL / Upadhya/ Kalpana/ Kartar/Zoloto/Audco or equivalent |
| 7. | Non- Return Valves | Shah Bhogilal / KBL / Upadhya/ Kalpana/ Kartar/Zoloto/Audco or equivalent |
| 8. | Sluice Valve | Shah Bhogilal / KBL / Upadhya/ Kalpana/ Kartar/Zoloto/Audco or equivalent |
| 9. | CI Non Return Valve | Shah Bhogilal / Sant/ Zoloto/ Advance / Upadhaya, Kartar & Kalpana or equivalent |
| 10. | CI Butterfly valves | Shah Bhogilal / KBL / Upadhya/ Kalpana/ Kartar/Zoloto/Audco or equivalent |
| 11. | Hydrant valve | Shah Bhogilal, GEI (Ghosh engg), New age, Safex or equivalent |
| 12. | Y Type Strainer | Leader , Prime , Kartar, Hammer, Kalpana, Worth or equivalent |
| 13. | Basket type Strainer | Leader , Prime, Kartar, Hammer, Kalpana, Worth or equivalent |
| 14. | Pressure switch | Indfoss , donfos, Switcher or equivalent |
| 15. | Pressure Gauge | H.Guru , Fiebig, Warree or equivalent |
| 16. | Starter, Switches | L & T, Siemens or equivalent |
| 17. | Pump Panel Components | L & T, Siemens, Schneider, and ABB or equivalent only |
| 18. | Flow switch | Honeywell , System Sensor, Potter or equivalent |
| 19. | Annunciation Panel | AGNI, RAVEL, System Sensor, Honeywell or equivalent |
| 20. | Cables | Havells, RR Cable, Finolex (ISI Marked) or equivalent |
| 21. | Fire Hose | Shah Bhogilal , Newage , BRG or equivalent |

| | | |
|-----|-------------------------------|---|
| 22. | SS Branch Pipe & Nozzle | Shah Bhogilal, NewAge, GEI or equivalent |
| 23. | Hose Reel Drum | AAAG, Newage, or equivalent |
| 24. | Rubber Hose | Dunlop , Deep Jyoti, Jyoti, & Padmini, or equivalent |
| 25. | SS Ball Valve | Audco , Leader, Sant, & Zoloto or equivalent |
| 26. | CS Ball Valve | Audco , Leader , Sant & Zoloto or equivalent |
| 27. | Fire Brigade Inlet | AAAG (Shah Bhogilal), Newage, GEI (Ghosh engg), & New age or equivalent |
| 28. | Hose Box | Fabricated as per standard |
| 29. | Pipe Fittings | Bharat Forge / Tube Products / M.S. Fittings / VS Brand / (E.A.M) or equivalent |
| 30. | Quartzoid Bulb Type Sprinkler | HD, TYCO or equivalent (UL – Listed) |
| 31. | Paint (as per IS: Fire Red) | Asian Pain, Nerolec, Burger or equivalent |
| 32. | Anticorrosive Tap | Pipekot, IWL, Rustech or equivalent |
| 33. | Pipe Fittings | As per Standard |

NOTES:

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

- f) Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellations should be countersigned by the Bidders. In case of illegibility, the rates written in word will be considered final. All entries shall be in English language.
- g) Engineer's decision shall be final and binding on the Vendor regarding clarification of items in this Schedule with respect to the other sections of the Contract.

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

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

Signature of Witness,
Address

Signature of Bidder
Date _____

SEAL OF THE FIRM