



**State Bank of India  
State Bank Global IT Centre, Estate Dept.  
C.B.D. Belapur, Navi Mumbai.**

***NOTICE INVITING TENDER***

**For:**

**Repairs and resurfacing of Roads at SBI Colony, Nerul, Navi Mumbai**

***Technical Bid***

**RFP No. SBI/GITC/ESTATE/2025-2026/AK/01**

***Tender Submitted By:***

Name of Vendor :

Address of Vendor :

GSTN No. of Vendor:

Date :

## INDEX

S. No.	Description	
1	Index	2
2	Notice inviting e-tender	3
3	<b>General Information</b>	
4	Information & instructions for Bidders for e-Bidding	6
5	Sample business Rule	15
6	Process compliance statement	18
4	Letter of Transmittal and Bid Security Declaration (ANNEXURE -I)	20
7	<b>General Conditions of Contract</b>	22
8	Articles of Agreement	48
9	Appendix	51
10	Special Conditions of Contract	53
11	<b>Technical Specification for Civil &amp; Interior Works</b>	71
12	Proformas/ Tables of Various Tests, Materials, Pact, Guarantees	76
13	Mode of Measurements	93
14	Materials Minimum Specifications Requirement	96
15	List of materials and their testing frequency	100
16	Declaration of Contractor	104

## **NOTICE INVITING TENDER**

<p>Percentage based rate e-Tenders are invited by State Bank of India, GITC, CBD Belapur  <b>“Repairs and resurfacing of Roads at SBI Colony, Nerul, Navi Mumbai”.</b></p> <p><b>From the SBI Empaneled contractors under Mumbai Metro for category of Civil works from Rs. 200 lacs to Rs. 500 lacs category.</b></p>		
<p><b><u>RFP No.</u></b> SBI/GITC/ESTATE/2025-2026/AK/01</p>		
1	Name of work	<p><b>“Repairs and resurfacing of Roads at SBI Colony, Nerul, Navi Mumbai”</b></p> <p>The work includes rehabilitation and resurfacing of existing internal roads within SBI Residential Colony, Nerul, comprising milling of existing bituminous layers, laying of new bituminous base and surface courses, kerb and drainage repairs, and allied civil works complete in all respects.</p>
2	Time allowed for Completion of Work	60 days, from the 7 <sup>th</sup> day of the date of award of work.
3	Earnest Money	<p>Rs. 1,38,088/- Amount should be deposited in</p> <p>1. For Mode of Transaction- NEFT only</p> <p>Account Name: SBI Subsidy Inward Remittance</p> <p>Account No.: 4897932113433</p> <p>IFSC: SBIN0011343</p> <p>Branch OAD, GITC, Belapur</p> <p>2. For Mode of Transaction- RTGS and intra-bank transfer (SBI to SBI only)</p> <p>Account Name: SBI Intraday Office Account with INB</p> <p>Account No.: 37608352111</p> <p>IFSC: SBIN0011343</p> <p>Branch OAD, GITC, Belapur</p> <p>(If not deposited, tender will be rejected)</p>
	Security Deposit (SD)	As per Part B - Point 6 of Information and Instruction to Bidders.
4	Date of availability of tender documents on Service Provider's website	
4.1	<b>(a) Technical Bid</b>	<p><b>From 28.11.2025 to 12.12.2025</b></p> <p>Available at M/s. Antares Systems Limited, our Service Provider's portal <a href="http://www.tenderwizard.com/SBIETENDER">www.tenderwizard.com/SBIETENDER</a></p>

4.2	<b>(b) Price Bid</b>	<b>From 28.11.2025 to 12.12.2025</b> Available at M/s. Antares Systems Limited, our Service Provider's portal <a href="http://www.tenderwizard.com/SBIETENDER">www.tenderwizard.com/SBIETENDER</a>
5	Pre – Bid Meeting (Date, time & Place of Meeting)	On 05.12.2025 at 03.00 PM at the following address: The Dy. General Manager (F & OA), Estate Dept., State Bank Global IT Centre, 1st Floor, "C" Wing, Sector 11, C.B.D. Belapur, Navi Mumbai – 400614.
6	Prior Intimation for participation in Pre-Bid Meeting	Applicant has to share name & contact no. of their representatives on email 24 hours prior to date & time of Pre-Bid meeting. ( <a href="mailto:agmestate1.gitc@sbi.co.in">agmestate1.gitc@sbi.co.in</a> ).  The OTP shall be sent on their mobile no. for meeting & no other persons shall be permitted to attend it.  Maximum two persons per bidder allowed for meeting. Representatives of prospective Bidders has to carry and submit the copy of their Authorization Letter representing their Company.
7	Award Criteria and Award of Contract	<b>Refer Clause no 15 Part-B</b> Information and Instruction to Bidders for e-Bidding.
8	Last date & time for submission of Hard copy of tender document	<b>up to 2.30 PM on 12.12.2025</b> <b>(Price bid to be strictly submitted online only)</b>
9	Defects Liability period	As per Clause No. 1.1.11 (a) of GCC.
10	Liquidated Damages	As per Clause No 8 of GCC.
11	Validity of offer	As per Clause No. Part A- Point 5 of Information and Instruction to Bidders.
13	Eligible Taxes	<b>A)</b> Income Tax will be deducted at source as per Govt. Guidelines.  <b>B) Payment of GST will be made as applicable. The contractor should comply with the following.</b> Contractor should have GST Registration Number. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provisions/Rules. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment. Contractor should timely file their GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the contractor. The GST Number of State Bank

		Of India are for Maharashtra State – 27AAACS8577K2ZO.
14	<b>Any additional Information</b>	The quoted rate should be inclusive of materials, labor, wages, fixtures, transportation, installation, wastages, Octroi, levies, all cess, royalties, all taxes (but excluding GST), machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. GST shall be as applicable on actuals.
15	<b>Value of Interim Certificate</b>	Minimum Rs. 30 Lakhs. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.
16	<b>Additional security Deposit</b>	<ol style="list-style-type: none"> <li>1. ASD 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.</li> <li>2. Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable 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.</li> </ol>

17. The contractor has to provide their E-mail id, contact nos. and postal address in the bid documents. Henceforth, all official communication from Bank shall be through E-mail and SMS also. The SBI reserves the right to cancel or postpone or modify the Tender at any stage without assigning any reason.

18. The digitally signed NIT, by authorized signatory of contractor, has to be uploaded on specified web portal of M/s. Antares Systems Limited. It shall be responsibility of the contractor to arrange and ensure that all pages of NIT digitally signed & uploaded.

19. No conditions other than mentioned in the Tender will be considered, and if given bid will be summarily rejected. There should not be any deviation or assumption in terms and conditions as have been stipulated in the tender documents. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of this clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in to, without any deviation or assumption.

20. The SBI reserve their rights to accept or reject any or all the Bids/Tenders either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

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

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

23. For any clarifications regarding E-Tendering procedure, System requirements etc. please contact M/s. Antares Systems Limited, whose address is mentioned in the NIT.

24. Contractor has to submit the past experience for construction & maintenance of Road Mandatorily as mentioned in the RFP.

Yours faithfully,

Asst. General Manager (Estate)  
SBI, GITC, CBD Belapur.

## **INFORMATION & INSTRUCTIONS FOR BIDDERS FOR e-BIDDING (IIBeB)**

### **PART-A INFORMATION & INSTRUCTIONS FOR BIDDERS FOR e-BIDDING:**

#### **1. DISCLAIMER:**

- a. **Eligibility criteria:** Bidder must be Banks empaneled contractor for Mumbai Metro under category Civil works above Rs. 200 lacs up to Rs. 500 lacs.
- b. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- c. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- d. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- e. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- f. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- g. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- h. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order/LOI and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

#### **2. COST OF BID DOCUMENT:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall

not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

### **3. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in this RFP at the address/by e-mail within the date/time mentioned in the Notice Inviting Tender (NIT).
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Notice Inviting Tender (NIT) which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Notice Inviting Tender (NIT)/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

### **4.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on eProcurement portal, prior to the deadline prescribed for submission of Bids.**

- i. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- ii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder and other action as per terms of RFP.

### **5.0 PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED BY BIDDER:**

1. Technical Bid shall remain valid for duration of 90 days from the date of submission of Bid.
2. Price quoted by the Bidder shall remain valid for duration of 90 days from the date of submission of Bid
3. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit



its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account except as explicitly mentioned in this RFP. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

#### **6.0 BID INTEGRITY:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

#### **7.0 WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

#### **8.0 BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

#### **9.0 CODE OF INTEGRITY AND DEBARMENT/BANNING:**

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under code of integrity to suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) **"Corrupt practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

(b) **"Fraudulent practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an

obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(d) **“Anti-competitive practice”** means any collusion, bid rigging or anticompetitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information.

#### **v. Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

##### **(a) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

##### **(b) Debarment from participation including removal from empaneled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 45(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or

indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

- The Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**(c) Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

**PART -B of INFORMATION & INSTRUCTIONS FOR BIDDERS FOR e-BIDDING:**

**1.0 Scope of work**

As per Clause No. 1 of NIT.

**1.1 Site and its location**

**SBI Residential Colony, Sector-13, Nerul, Navi Mumbai.”**

## **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
- Technical Specifications
- Drawings
- Price bid

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

- a. Price Bid
- b. Technical specifications
- c. Special conditions of contract
- d. General conditions of contract
- e. Instructions to Tenderers

**2.3** 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, labor, the law-and-order situation, climatic conditions, local conditions, local authorities' requirement, traffic regulations etc.

**3.2** The rates quoted by the Tenderer in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labor and material rates, which shall include cost of materials with taxes, octroi, levies, royalties, cess, and other duties, lead, lift, loading and unloading freight for materials, and all other charges including the furnishing of all plant, equipment, tools, scaffolding and other facilities and services necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Bank/ Bank. The TDS amount on prevailing rate shall be deducted from Contractor's Running Account/ Final bills and paid to the Government. However, GST will be paid extra as actual.

**3.3.** The successful Tenderer shall make his own arrangements for all materials except as specified in the contract if any.

**3.4.** The quantities shown if any in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Employer.

The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.

**3.5** The Form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule and the rates and amounts accepted against the items of the Tender Schedule together with the Tender covering letter, and all correspondence entered into between the Bank/Bank and the Tenderer prior to the issue of the Letter of Intent and the Letter of Intent awarding the work and acceptance by tenderer shall form the contract.

**3.6** The Security Protocol, Systems & Procedures of Security Department of GITC, SBI, CBD Belapur has to be meticulously followed & complied with during the currency of contract.

**4.0 Earnest Money**

As per NIT clause no. 3

**5.0 Initial/ Security Deposit**

Nil

**6.0 Security Deposit / Retention amount:**

**6.1** Retention Money shall not exceed 5% of the contract value. 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.

**6.2** No interest shall be paid to the amount retained by the Bank as Security Deposit & Additional 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 with the respective Department of SBI within 15 days from the receipt of intimation of acceptance of the tender by the SBI. 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**

Refer Clause No 27 of GCC.

**9.0 Validity of Tender**

Refer Clause No. Part A- Point 5 of Information and Instruction to Bidders

**10.0 Liquidated Damages**

Please refer Clause No 8 of GCC.

**11.0 Rate and prices:**

**11.1 In case of percentage-based rate tender**

**11.1.1** Vendor to quote their offer in terms of „specific percentage numerical value“ (only up to two decimal places) above (+)/below (-)/at par with the total estimated cost published for the project.

#### 11.1.2

After taking into account, the Percentage Rebate/addition offered by all the bidders over the estimated cost, "Net Tender Value" of each bidder shall be evaluated (Mostly by online system itself) and the bidder offering Lowest Tender amount for project shall be decided as "Successful Bidder".

11.1.3 The "Percentage offer" shall be uniformly applicable to each and every item including all

sections/sub sections/subheads of the Tender.

11.1.4 In case, the lowest Tendered Amount (i.e., Estimated cost +/- Percentage (%) Bid quoted) of two or more contractors is same, such lowest contractors will again be asked to submit sealed/online "Revised +/- Percentage (%) offers" on the original Estimated cost of the Tender including all sub sections/sub heads as the case may be, but the revised percentage quoted shall, in no case, be higher than the percentage quoted during their initial offer of the project. The lowest tender shall be decided on the basis of revised offers.

11.1.5 The process of online re-bidding amongst two or more contractors offering same rates shall continue till L-1 bidder is discovered.

11.1.6 In case, any of such contractor(s) (quoted same tender amount during initial bidding or subsequent re-bidding) refuses to submit revised offer, it shall be treated as "withdrawal of tender" by the contractor before acceptance. The earnest money of such contractors shall be forfeited.

11.1.7 In case all the lowest contractors those have quoted same amount, refuse to participate in online revised bidding process for the project, the EMD of such contractors shall be forfeited and the tender shall be re-invited afresh for the project. The contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

11.1.8 No condition/ stipulation in Cover-II other than unconditional general rebate shall be mentioned. Cover-II (Price Bid) will be opened only of those bidders who are successful in Technical Bid (Cover- I) after through scrutiny. The contractor/ vendor can view the Tender opening details through their respective log in Ids on the above-mentioned e- tender portal (Website).

## 12.0 Nil

**13.0 Pre-bid conference:** As per clause no 3 Part-A of Information and Instruction to Bidders for e-Bidding. (IIBeB)

## 14.0 The bid submitted shall become invalid if:

The bidder does not deposit EMD on given address

i. The bidder does not upload all the documents as listed in "List of Documents to be scanned & uploaded within the period of bid submission".

### 14.1 Bidders may please note:

(a) The Bidder should quote for the entire package on a single responsibility basis for the services required under this RFP.

(b) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

(c) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to

participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).

(d) Bids are liable to be rejected if only one Bid (i.e. either Technical Bid or Indicative Price Bid) is received.

(e) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

(f) The Bidder may also be asked to give presentation at no extra cost to the Bank for the purpose of clarification of the Bid.

(g) The Bidder must provide specific and factual replies to the points raised in the RFP.

(h) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

(i) All the enclosures (Bid submission) shall be serially numbered.

(j) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.

(k) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.

(l) The Bank reserves the right to reject Bids not conforming to above.

#### **15.2 Evaluation of Technical Bids:**

I) The bidders who submit above documents without any conditions shall be treated as technically qualified bidders.

II) Price Bid shall be opened of only of those bidders who qualify as per clause no. 15 of Information & Instructions to Bidders

#### **15.0 Award criteria and Award of contract:**

The price bids of technically qualified vendors will be opened. The contract will be awarded to contractor on **L-1 Basis**.

### **SAMPLE BUSINESS RULE DOCUMENT**

#### **ONLINE E-TENDERING FOR PROPOSED WORK as per Clause No. 1 of NIT.**

(A) Business rules for E-tendering:

1. Only empaneled contractors with SBI under appropriate category who are invited by the Bank/SBI shall only be eligible to participate.

2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI 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 documents to the office of SBI at the address mentioned hereinbefore within the stipulated time of award of contract i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page.
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. Antares Systems Limited 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. Antares Systems Limited, on pre- specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) 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. Antares Systems Limited shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI their appointed Banks.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering: i. Online E-tendering:

(a) The NIT & Technical bid available on the Bank's website during the period specified in the NIT. (b) Online e-tendering is open to the empaneled bidders who receive NIT from the Bank 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.

7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. Antares Systems Limited The Bidders are requested to change the Password after the receipt of initial Password from M/s. Antares Systems Limited All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including de-paneling such contractors and forfeiting their EMD.

9. 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 Bidders.

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

11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

13. 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 reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider M/s. Antares Systems Limited 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. Antares Systems Limited is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. Antares Systems Limited will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B. - All the Bidders are required to submit the Process Compliance Statement duly signed to M/s. Antares Systems Limited

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

## PROCESS COMPLIANCE STATEMENT

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

To,  
M/s. Antares Systems Limited,  
Bengaluru 'Honganasu',  
#137/3, Bangalore Mysore Road,  
Opp. to Metro Pillar #P-696, Kengeri,  
Bengaluru – 560 060, India

**AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR  
THE ONLINE E- TENDERING FOR “REPAIRS AND RESURFACING OF ROADS  
AT SBI COLONY, NERUL, NAVI MUMBAI.”**

Dear Sir,

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

This letter is to confirm that:

- i. The undersigned is authorized representative of the company.
- ii. 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.
- iii. We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- iv. We confirm that SBI and M/s. Antares Systems Limited , shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- v. We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- vi. We, hereby confirm that we will honour 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 -----

**(A) Contact Information**

M/s. Antares Systems Limited	State Bank of India
<p>'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, India</p> <p>Tel.: +91 9073677150 / 9073677151 / 9073677152 / 9674758723 / 9674758726</p> <p>Name: Kushal Bose Mob: 9674758719 E-Mail: <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a></p>	<p>The Assistant General Manager (Estate), State Bank of India, Navi Mumbai. Officer Name : Mr. Upendra Nath Marandi Department :Estate Email :agmestate1.gitc@sbi.co.in Contact No 2227537411</p> <p>The Assistant General Manager (Civil), State Bank of India, Navi Mumbai. Officer Name : Mr. Zakir Shah Department : Estate Email :agmcivil.gitc@sbi.co.in Contact No : 2227537412</p> <p>The Dy. Manager (Civil) State Bank of India, Navi Mumbai. Officer Name : Mr. Abhijeet Kumbhar Department :Estate Email : <a href="mailto:abhijeet.kumbhar7@sbi.co.in">abhijeet.kumbhar7@sbi.co.in</a> Contact No 2227537428</p>

**LETTER OF TRANSMITTAL****Annexure-I**

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

To,  
The Dy. General Manager (F & OA),  
Estate Dept., State Bank Global IT Centre, 1st Floor, "C" Wing, Sector 11, C.B.D. Belapur,  
Navi Mumbai – 400614.

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**

(a)	Description of work	Work As per Clause No. 1 of NIT.
(b)	Earnest Money	Of amount as per Clause No. 3 of <b>NIT</b> by means of (mode of Transaction) NEFT, RTGS and intra- Bank transfer (SBI to SBI only),
(c)	Time allowed for completion of the Works shall start from third day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	As per Clause No 27 of GCC.

1) 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 may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said contract.

2) I / We have deposited a sum of the amount as per Clause No. 3 of the total tender amount as Earnest Money with the SBI 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 State Bank of India.

3) I/We understand that as per terms of this tender, the SBI may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/ compensation in the eventuality of Bank deciding to drop any of the work 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 stipulated time limit without any extra claim for price escalation unless otherwise separately mentioned as also provided for in the clauses of "Instructions to Tenderers" of this tender.

4) I/We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the contract/execution/completion period including authorized extended contract period, if any.

5) 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)

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1.0 Definitions: -

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Banks/ 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 (a) ‘RFP’ means the documents forming the tender i.e. the Technical bid document, Price bid document, along with its corrigendum and clarification and the acceptance thereof and together with the documents referred there in including these conditions, the specifications, designs, drawings, Pre-Qualifications – Expression of Interest, any correspondence from RFP till work order, etc. Complete.

1.1 (b) ‘Bid’ means the written reply or submission of response to this RFP.

1.1.1 ‘SBI’ shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and it’s office at F&OA Department, Estate Dept. SBI GITC, Sector 11 at Navi Mumbai 400706 and includes the client’s representatives, successors and assigns.

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

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

1.1.3 ‘Drawings’ shall mean the drawings prepared by the Banks 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.

1.1.4 ‘Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Bank

1.1.6 “Month” means calendar month and “Week” means seven consecutive days.

1.1.7 “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.

1.1.8 (a) “Week” means seven consecutive days.

1.1.8 (b) “Day” means a calendar day beginning and ending at 00 hrs. and 24 hrs. respectively.

1.1.9 “SBI’s Engineer” shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the Dy. General Manager (F & AO), Estate Department, GITC, State Bank of India, CBD Belapur, Navi Mumbai.

1.1.10 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 Banks Site Engineer /BANK and other consultants / contractors engaged in the execution of the project.

- i) Dy. Gen. Manager (F & OA),
- ii) Assistant General Manager, Estate Department of SBI
- iii) SBI Engineer (Civil and Electrical) in-charge of the Project, as may be nominated by the Estate Department, State Bank of India, Navi Mumbai.
- iv) SBI Engineer (Telecom, Fire Officer, Security Officer)

1.1.11 **“Complete Project Closure Report”** by SBI means following conditions are satisfied and all works related to it are complete & reports closed after due repairs, replacements, test, etc.

**The project shall be considered complete & closed only when:**

- a. **Defect Liability Period (DLP) for all items of work is over : DLP is for 24 months from the date of virtual completion ( as per point 23 of GCC) of work and**
  - b. **Acceptance & closure of all queries & works after due rectification/replacements/ tests as referred by Chief Technical Examiner, CVC and**
  - c. **Acceptance and closure of all arbitration, court cases, etc. Related to the said project, as decided by the Bank**
- ... Whichever is later.**

## 1.2 **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 the amount as per Clause No. 3 of **NIT** by means of (mode of Transaction) NEFT, RTGS and intra-Bank transfer (SBI to SBI only), of Information and Instruction for Bidders. 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 or if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract. EMD of successful tenderer shall also be refunded on receipt of ISD.

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

The amount of ISD shall be 2% of accepted value of tender in the form of DD drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender. No interest shall be paid to the amount retained by the Bank as Security Deposit.

### c) **Retention Money: -**

As per Part B - Point 6 of Information and Instruction to Bidders.



## **2.0 Language**

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

## **3.0 Errors, omissions and discrepancies**

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

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:

  - a) In case of difference between rates written in figures and words, the rate in words shall prevail.
  - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

## **4.0 Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this RFP and with the directions of and to the satisfaction to be communicated. The Bank's Engineer in charge 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 Bank'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 Bank 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 binding contract between the SBI and the contractor.

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

On receipt of intimation of the acceptance of tender from the SBI/ Bank, 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. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by successful Bidder. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

## **6.0 Ownership of drawings:**

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

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

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

#### **7.1 Copies of agreement**

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

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

If the contractor fails to maintain the required progress in terms of clause 28/29 of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damage at the rate of 0.50% of the Contract Value for delay of per week or part thereof which subject to a maximum of 5% of the Contract Value.

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

Unless or otherwise specified the contractor shall provide and pay for all materials, labor, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI 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 BANK. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

#### **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 BANK 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 BANK the contractor shall be responsible for the same and 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 to all SBI's adjacent properties 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, Contractor shall indemnify this to SBI in format finalized by the SBI at no extra cost. 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 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 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/BANK and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI 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 under let the contract or any part or share there of or interest therein without the written consent of the SBI through the Bank 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**

i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank's instructions and shall be subject from time to time to such tests as Bank 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 Bank.

**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 Bank/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 BANK the contractor shall proceed with the procurement and installation of the material / equipment. The approved samples shall be the signed by the BANK for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Bank/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**

The Contractor shall arrange to carry out the tests in accordance with the relevant Indian Standards Specifications in an approved laboratory and the test reports in original be submitted to Bank. The entire cost of testing 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 BANK may consider necessary until the expiry of the defect 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. 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 Bank/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a representative to assist the Bank 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 BANK 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 Measurement Book (M.B.) should the contractor not attend or neglect or omit to depute his representative to take measurements, the measurements recorded by the representative of the BANK shall be final. All authorized extra work, omissions and all variations made shall be included such measurement. In case there will not clarity of mode of measurements then IS 27:1987, IS 1200 with all up to date releases /versions to be followed to finalize the measurements.

20.0 **Variations**

No alteration, omission or variation ordered in writing by the BANK vitiates the contract. In case the BANK 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 BANK 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 BANK and the value of such extras, alterations, additions or omissions shall in all cases be determined by the BANK 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 Bank 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 BANK 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 BANK 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 Bank/Consultant) the workman's name and materials employed be delivered for verification to the Bank /Consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labor hire / running charges of equipment and wastage 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 three months of the virtual completion of the work, provided all the related documents, test reports, compliance, documentation, as built drawings etc. are submitted by the contractor.

#### **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 labor equipment and machinery.

- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labor sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the Bank 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 Banks to the full satisfaction of SBI

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the BANK is satisfied of the completion of work. Relative to which the completion certificate has been sought, the BANK 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 BANK 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 it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

#### **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 contract period stipulated including vide clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the 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 affected with an insurer and in terms approved by the SBI

which approval shall not be unreasonably withheld and the contractor shall whenever require produce to the Bank 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 BANK 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 25.0 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 Bank 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 Bank 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 Bank /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.



## 25.8 Insurance Policies:

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the BANK proper **Contractor All Risk Insurance Policy** for an amount 1.25 times the contract amount for this work, with BANK as the first beneficiary. The insurance shall be obtained in joint names of BANK and the Contractor (who shall be second beneficiary). Also, he shall indemnify the BANK from any liability during the execution of the work. Further, he shall obtain and submit to the SBI/, a **third-party insurance policy** for maximum Rs. 10 lakhs for each accident, with the BANK as the first beneficiary. The insurance shall be obtained in joint names of BANK and the Contractor (who shall be second beneficiary).

The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the SBI. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

## 26.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date, three days from the date of award of contract letter by the SBI/Banks.

## 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 **60 days** from the date of commencement. If required in the contract or as directed by the Bank / 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 Bank/consultant, the work be delayed for reasons beyond the control of the contractor, the Bank/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 Bank' 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 any', for the delays. The Bank/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 8.0 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 labor 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 BANK should the rate of progress of the work or any part thereof be at any time be in the opinion the. BANK too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the BANK shall thereupon take such steps as considered necessary by the BANK to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the BANK neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

#### **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 Bank / 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 Bank / 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 BANK 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 SBI shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona-fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the BANK 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 BANK shall be final.

#### **32.0 Suspension of work**

i) The contractor shall, on receipt of the order in writing of the SBI 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 Bank /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 Bank / consultant.

- ii) 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.

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

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the BANK 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 – BANK 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 labor 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 labor and materials cost of such labor and materials as worked out by the Bank/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 Bank /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 Banks / 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.
- d) 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 BANK 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 SBI'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 BANK that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the BANK 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 Bank/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 BANK 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 BANK that the said materials were condemned and rejected by the Bank/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 Bank'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 Bank / 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 BANK 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 BANK their agents or employees may enter upon and take possession of the work and all plants, took scaffolding, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.
- d) When the works shall be completed or as soon thereafter as convenient the SBI 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 for the certificates to be issued by the Bank within 10 working days from the date of submission provided it is with all required documents, test reports, recording in MB etc. 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 Bank during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

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

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

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

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement Book (M. B.)

The Contractor shall not submit interim bills when the value of work done by him is less than the limit as prescribed in NIT, Clause No. 15.

The Contractor shall get the various trades of work in his Bill certified by respective trade/specialized Engineer/Officer. He shall then consolidate the whole Bill and submit it for payment with Tax Invoice.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and BANK 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 relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i. If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Bank 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 Assistant General Manager (Estate)/ Dy. General Manager (F & OA ) and endorse a copy of the same to the Bank, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Assistant General Manager (Estate)/ Dy. General Manager (F & OA) 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 Assistant General Manager (Estate)/ Dy. General Manager (F & OA) in writing in the manner and within the time aforesaid.

ii. The Assistant General Manager (Estate)/Dy. General Manager (F & OA) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Estate)/ Dy. General Manager (F & OA) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (ITSS) for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager ( Estate)/ Dy. General Manager (F & OA)

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 Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

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 Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank 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 Chief General Manager/ Dy. Managing Director (HR) & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left 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 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 statutory modification or re- enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any, of the arbitrator 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 Bank / 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 Bank 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 @ 1/2 % of Bill amount from the final bill of contractor.

#### 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. Bank will charge ½% of Bill amount from the final bill of contractor for electrical power consumed by contractor.

#### 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 SBI shall be final and binding on the contractor. Precedence to be followed for measurements is mentioned below;

- a) As mentioned in Price Bid
- b) As mentioned in Technical Bid

#### 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 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 labor

#### 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, pandemic, 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 more 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 labor laws inclusive at contract labor (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labor 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 labor 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 Bank / 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 The contractors shall be bound to comply the following provision in terms of "Restrictions imposed by the Government of India, Ministry of Finance Department of Expenditure under Rule 144 (XI) of General Financial Rules 2017 vide their order no. F. No 6/18/2019/PPD dated 23rd July 2020" as under;

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 term 'tenderer', '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 a 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 exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company;
- b. "Control" shall include the 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, or 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, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or the 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 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.

6. An Agent is a person to do any act for another, or to represent another in dealings with third person.

7. The successful bidder shall not be allowed to sub-contract works to any contractor from country which shares a land border with India unless such contractor is registered with the Competent Authority.

8. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regard. Failure to submit such valid declaration-cum Certificate will make the bid liable for rejection."

#### **46.0 Extension of time:**

The time allowed for carrying out the work as entered in the agreement shall be strictly observed by the contractor and shall be reckoned from the date of commencement of work. The work shall throughout the stipulated period of contract be proceeded with care and due diligence (time being the essence of the contract) on the part of the contractor. To ensure good progress of the work during the execution, the contractor shall be bound in all cases, by the time schedule submitted by him.

- i) If the contractor shall desire an extension of time for completion of work on the grounds that there having been unavoidable hindrances in execution or on any other ground he shall apply in writing in format enclosed to the Bank within 30 days of the hindrance on account of which he desires such extension.
- ii) The Site Engineer shall consider the application with reference to the reasonableness of the grounds cited therein and the recordings in the Hindrance register maintained at site as per proforma mentioned in the. They shall thereafter forward their comments/recommendations to the Banks. The Banks shall refer the case to the / Estate Department, GITC of the Bank along with their recommendations.
- iii) The Estate Department, GITC on being satisfied about the reasonableness of the request of the contractors, in terms of the relevant contract conditions, may recommend a fair and reasonable extension of time as per Bank Guidelines for granting extension of time.
- iv) Extension of time shall be granted before expiry of the contract period so that the contract is in force at the time of granting extension of time. Even if the contractor fails to apply for extension of time, the Site Engineer/BANK and Banks shall bring the fact to the notice of the Estate Department, GITC.
- v) While granting extension of time, it shall be clearly stipulated that the extension of time is being given without prejudice to the Bank's right to recover liquidated damages under relevant contract clause.
- vi) The letter granting extension of time is to be issued by the Banks as per Bank's standard format
- vii) If the contractors fail to complete the work within the stipulated period, the extended time as above or if the delay in completion of the work is attributable to the contractor in any way whatsoever, liquidated damages shall be recovered from the contractor's dues as stipulated in the contract. The authority to decide as to whether liquidated damages are to be levied or not is as per Bank guidelines.

#### **47.0 Substandard works and materials:**

The contractors are required to execute all works satisfactorily and according to the specifications.

- i) If any material or work is found to be unsound, imperfect, or inferior, from what is specified in the contract, the contractor shall be advised to rectify or re-execute the work or remove the material as the case may be within a reasonable time depending upon the nature of work. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the contractor's risk and cost as per the provisions of the contract. The form of letter to be given to the contractor in regard to rectification of defective work and removal of substandard material is to be issued as per Bank's Standard Format.
- ii) Under certain exceptional circumstances, when the substandard work done cannot be rectified or redone because of structural or other constraints, the matter shall be reported to the Banks and Estate Department, GITC and if it is subsequently decided to accept the said work, payment for such work shall be allowed at a reduced rate arrived at keeping in view the nature and extent of deviation from the specifications or drawings.

#### **48.0 DELINQUENCIES**

The under noted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disqualification action.

- Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- Non-submission of the fresh / latest income tax clearance certificate

- Irregular tendering practice.
- Submission of tender containing far too many arithmetical errors and freak rates.
- Revoking a tender without any valid reasons.
- Tardiness in commencing work
- Poor organization at site and lack of his personal supervision
- Ignoring Bank's notices for replacement / rectification of rejected materials, workmanship etc.
- Violating any of the important conditions of contract i.e. site facilities, insurance, labor laws, ban on subletting etc.
- Lack of promptitude and co-operation in measurement of work and settlement of final account.
- Non-submission of vouchers and proof of purchases etc.
- Tendency towards putting up false and untenable claims.
- Tendency towards suspension of work for frivolous reasons.
- Treatment of labor
- Bad treatment of sub-contractors (piece workers) and unbusiness like dealings with suppliers of material.
- Lack of co-operation with nominated contractors of Bank
- Contractors becoming Bankrupt or insolvent.
- Contractor's conviction by a Court of Law.
- Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

#### **48.1 DISQUALIFICATION ACTION AGAINST (DELINQUENCIES OF CONTRACTOR)** The award of the under noted disciplinary action shall be considered.

- a) Placing embargo on issue of tenders or temporary suspension from the Bank's approved list.
- b) Permanent ban on issue of tenders and removal from the Bank's approved list.

#### **48.2 PROCEDURE**

- Correspondence on this subject shall be initiated (marked confidential) by the concerned Engineer in charge of project who discovered the contractor's misdemeanors / delinquencies etc.
- The correspondence shall contain facts and proofs and not mere suspicions.
- No disqualification action shall be taken against a contractor by an officer below rank of DGM or the authority who have accorded approval for empanelment of prequalification.
- Record of disqualification action taken against contractors shall be maintained in a separate file as also in the concerned contractor's dossier.

#### **49.0 SAFETY CODE:**

Safety code to be followed as per para 67 of GCC -

#### **50.0 Observance of Contract Labor Act 1970**

Various provisions of the Contract labor Act 1970 and the rules made there under cast certain obligations on the Bank in respect of Bank's Projects under construction at various centers. Under the Act, the AGM/DGM of Estate Department, GITC would be considered as the "Principal Employer", even though the laborers are employed by the building contractor. The Act applies to every establishment in which twenty or more workmen are employed or were employed on any day of the preceding 12 months as contract labor. A workman shall be deemed

to be employed as contract labor in connection with the work of an establishment when she/he is hired in connection with such work through a contractor with or without the knowledge of the principal employer.

However, in the cases of package deal agreements, it would not apply until the builder/vendor is deemed to be a contractor after execution of Deed of Conveyance, if so provided in the agreement. The Act also does not apply to the work of gardening, maintenance of residential colonies and services therein. Such arrangements need not be included in the records to be maintained under the Act and rules made thereunder. During the construction of a project the "Principal Employer" shall comply with certain provisions of the Act in so far as they are applicable to the particular case. These provisions relate to- (I) Registration of Establishment (Section 7).

The principal employer shall make an application to the registering officer in the prescribed manner for registration of establishment. The application for registration shall be made in triplicate in Form No.1 to the registering officer of the area in which the establishment sought to be registered is located. The application shall be accompanied by the Treasury receipt showing payment of fees for the registration of the establishment. The application shall be either personally delivered to the registering officer or sent to him by registered post. The employer can not employ the contract labor in his establishment unless he registers under Section 7 of the Act.

(ii) Maintenance of registers and other records (Section 29).

The following registers and records are required to be maintained by the Principal Employer:

- a) Register of contractors in Form XII of the Contract Labor (Regulation & Abolition) Control Rules 1971.
- b) Notice showing the rates of wages, hours of work, wage period, dates of payment of wages, names and address of the Inspectors having jurisdiction and date of payment of unpaid wages, shall be displayed in English and in Hindi and in local language, in conspicuous places at the work site.
- c) Return intimating the actual date of the commencement or completion of each contract work, under each contractor, shall be submitted to the Inspector within 15 days from the commencement or completion of the work as the case may be. The return shall be filed in Form No.VI B.
- d) The annual return in duplicate in Form No. XXV shall be submitted to the Registering Officer concerned so as to reach him not later than the 15th February following the end of the year to which it relates.

All the registers, records and notices shall be produced on demand before the Inspector or any other authority under the Act.

(iii) Responsibility of payment of wages of workmen (Section 21).

Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in the prescribed manner. The authorized representative shall record under his signature, a certificate at the end of the entries in the Register of wages or in the Register of wage and Muster Roll, in the following form.

**"Certified that the amount shown in Column No. \_\_\_\_ has been paid to the workmen concerned in my presence on \_\_\_\_\_ at \_\_\_\_\_."**

The Contractor shall be advised to disburse the wages in the presence of the authorized representative. If the contractor fails to make payment of wages within the prescribed period or

makes short payment, the principal employer shall be liable to make payment of wages in full or the unpaid balance due to the contract labor employed by the contractor and recover the amount so paid from amounts payable to the contractors.

(iv) **Welfare measures**

The welfare measures like canteen, rest rooms and other facilities to the contract labor are required to be provided by the contractor himself, but if any of the facilities is not provided by the contractor, then it shall be provided by the employer within 7 days of the commencement of the employment of contract labor. However, all expenses incurred by the Bank in providing the amenity shall be recovered from the Contractor either by deductions from any amount payable to the contractor or as a debt payable by the contractor.

(v) **Penalty for contravention (Section 22 to 27).**

a) Whoever obstructs an Inspector in the discharge of his duties under the Act or refuses or willfully neglects to afford the Inspector any reasonable facility for making any inspection, examination, enquiry or investigation authorized by or under the Act in relation to an establishment, shall be punishable with imprisonment for a term which may extend to 3 months or with fine which may extend to Rs.500/- or with both.

b) The contravention of any provision of the Act or of the rules made thereunder or contravention of any condition of a license granted under the Act is punishable with imprisonment which may extend to 3 months or with fine which may extend upto Rs.1000/- or with both.

The Site Engineer/BANK shall ensure that all the obligations under the relevant provisions of the Act including obtaining licenses by the contractor under Section 12 of the Act are complied with. Before releasing the contractor's final payment, they shall also ensure that the contractors have paid all dues to their contract labor. Note : The contractor has to meticulously comply with para 50 about the Observance of Contract Labor Act 1970 and its updated version/ amendments time to time.

**51.0 Programme charts and Progress Report:**

i) As soon as the contract is awarded, a suitable program of work, preferably in the form of a bar / PERT chart shall be drawn up for completion of the different stages of the work, so as to ensure its completion within the allotted period of time. This program shall be submitted by the contractor in consultation with Bank or Site Engineer.

ii) The monthly progress chart as given in **this RFP** indicating there in the programme and progress achieved both physical and financial with reasons for short fall, if any, shall be sent by the Site Engineer/BANK to concerned Department of the Bank before 10<sup>th</sup> of the following month.

**52.0 Co-ordination and Monitoring:**

i) It is the prime responsibility of the Banks to ensure that execution of the work progresses smoothly in accordance with the programme and in proper co-ordination among different agencies.

ii) The Banks shall keep a close watch on the progress of work, the resources position etc. and take suitable timely remedial measures to sort out the bottlenecks in consultation with the concerned Department of the Bank.

iii) Site meetings shall be held at periodical intervals at least once in a month or at closer intervals where Bank/BANK /Site Engineer/Bank's Engineer and the representatives of various agencies who are involved in the project shall attend and review the progress of work and sort out hindrances, if any.

iv) Concerned Project Engineers/A.G.M./DGM shall attend site meetings as often as possible in the interest of expeditious progress of the work. Minutes of the site meetings shall be prepared by the Banks and furnished to the concerned Department and others concerned immediately after of holding such meeting.

v) In terms of the contract provisions, the contractors for general building work are required to submit progress photographs (in triplicate) at the beginning of each month. The photographs shall be so taken in such a manner so as to give a fair idea of progress of construction and the date of photographs taken shall be written on the reverse.

vi) As a faster means of coordination and monitoring, the use of advanced technology may be used.

#### **53.0 Nil**

#### **54.0 Site order book:**

i) For issuing instructions to contractors in the course of day to day supervision of works, site order book shall be maintained by the Site Engineer/BANK in a prescribed form. Instructions should be prepared in triplicate and serially numbered. A copy of these instructions can be given to the contractor and Bank for necessary action. While issuing such instructions, the contractor/his authorized representatives' signature shall be obtained on the office copy. ii) Instructions in the site order book shall be recorded under the signature of the Site Engineer/BANK. The Bank's Engineer during his periodical inspection/visit shall peruse and record his instructions, if any, in this book.

iii) All instructions to the contractors which are at variance with tender provisions as also pointing out lapses on the part of the contractors to adhere to the tender specifications shall be issued in writing through site order book by the Site Engineer/BANK as well as Bank and Bank's officials visiting the site.

iv) The site order book shall be kept in the custody of the Site Engineer/BANK at site. This fact shall be made clear to the contractors at the beginning of the work.

v) The site order book shall be referred to at the time of making final payments to the contractors.

vi) The site order book shall be preserved for a period of 5 years or upto the time of all disputes/arbitration cases of the work are finally settled, whichever is later, after completion of a work in the same manner as a M.B.

#### **55.0 Hindrance Register:**

In order to have a record of hindrance in the progress of work which may result in delays and consequent claims from the contractors for extension of time a Hindrance Register shall be maintained at the construction site. The details of hindrances with time period shall be recorded by the Site Engineer/BANK therein when these occur and all recordings shall be signed jointly by the Site Engineer/BANK and the contractor's representative. The extract of the same shall be sent to the Estate Department, GITC. While considering the contractor's request for extension of time for completion of work, this register shall be referred to.

#### **56.0 Site Register:**

The following registers are to be maintained at site office (if required by the Bank):

i) Daily Progress record

- ii) Site order book
- iii) Material register (Receipts, consumption, balances).
- iv) test register.
- v) Register of drawings and working details.
- vi) Log book of defects.
- vii) Test reports of building materials.
- viii) Sand bulkage register/silt content register.
- ix) Lead register.
- x) Daily labor register.
- xi) Variation order register.
- xii) Hindrance register
- xiii) Electrical wiring system testing register.
- xiv) Equipment test certificate register.

These registers and a set of latest drawings shall be kept in the safe custody of the Site Engineer/BANK

Other than above registers, more may be required to be maintained at site as per project requirements.

**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 Thereto, Including National Security.**

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

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

I/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.

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

(Signature of Authorised Signatory along with Seal)

Name of authorised signatory:

Designation of Authorised signatory:

List of Evidence enclosed:

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



## ARTICLES OF AGREEMENT

Agreement for \_\_\_\_\_  
Between

State Bank of India And

\_\_\_\_\_

Date of Commencement: \_\_\_\_\_

THIS Agreement is made on \_\_\_\_\_ day of .....20XX (hereinafter referred to as

"**Agreement**") by and between State Bank of India, a corporation incorporated under State Bank of India Act 1955 having its Global IT Centre at Sector 11, CBD Belapur, Navi Mumbai, Maharashtra, India 400614 through F&OA Department, Estate Department (hereinafter referred to as the "**Bank/SBI**") and which expression shall unless repugnant to the context, mean and include its successors and assigns, And

M/s \_\_\_\_\_ incorporated under the Companies Act 1956 having its registered Office at \_\_\_\_\_ <Please provide address of the Service Provider> (hereinafter referred to as the "**Service Provider / Contractor/ Agency**") which expression unless repugnant to the context shall mean and include its successors and permitted assigns.

SBI and M/s \_\_\_\_\_ are each sometimes referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Bank is desirous for \_\_\_\_\_ <name of services>. As described in the Request for Proposal (read with its corrigendum and clarifications) no.

\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as "**RFP**" and annexed as **Annexure-A**):

(i) Work Order No. ....dated \_\_\_\_\_ (hereinafter referred as "**PO/ Work Order**" and annexed as **Annexure-B**) and the same shall be part of this Agreement;

(ii) \_\_\_\_\_; and

Service Provider has agreed to provide the product/services as may be required by the Bank under the RFP.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1 COMMENCEMENT & TERM:**

1.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_(Effective Date).

1.2 This Agreement shall be in force till acceptance and approval of Complete Project Closure Report as per clause no 1.1.11 of General Conditions of Contract of the RFP unless terminated by the Bank by notice in writing in accordance with the termination clauses of the RFP.

1.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

**2 SCOPE OF SERVICES:**

2.1 The scope is defined in the RFP and PO

**3 FEES, TAXES DUTIES & PAYMENTS:**

3.1 Service Provider shall be paid fees and charges in the manner detailed in RFP and PO, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.1 \_\_\_\_\_<sup>1</sup>

3.1.2 \_\_\_\_\_

3.2 Payments

<sup>1</sup> Please provide the payment details.

The payment for the works to be executed under this Agreement shall be made as described under RFP and PO.

**4 MISCELLANEOUS:**

4.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in

this case of a waiver, by the Party against whom the waiver is to be effective.

4.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4.3 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

4.4 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

**5 ENTIRE AGREEMENT**

5.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

5.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- 5.2.1 This Agreement;
- 5.2.2 RFP
- 5.2.3 Purchase Order/Work Order

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**State Bank of India** .....

By\_\_\_\_\_

Authorized Signature

Name\_\_\_\_\_

Designation\_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

By\_\_\_\_\_

Authorized Signature

Name\_\_\_\_\_

Designation\_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**APPENDIX HEREIN BEFORE REFERRED TO**

1	Name of the organization Offering Contract:	The Dy. General Manager (F & OA), Estate Dept., State Bank Global IT Centre, 1st Floor, "C" Wing, Sector 11, C.B.D. Belapur, Navi Mumbai – 400614.
3	Site Address	<b>SBI Colony, Sector 13, Nerul, Navi Mumbai.</b>
4	Scope of Works	Work As per Clause No. 1 of NIT.
5	Name of the Contractor	
6	Address of the Contractor	
7	Period of Completion	<b>As per clause 2 of NIT.</b>
8	Earnest Money Deposit	Of the amount as per Clause No. 3 of NIT by means of (mode of Transaction) NEFT, RTGS and intra-Bank transfer (SBI to SBI only), as per details mentioned in para 4.6, of Information and Instruction for Bidders
9	Security Deposit (SD) / Retention Money	As per Part B - Point 6 of Information and Instruction to Bidders. A
10	Defects Liability Period	As per Clause No. 1.1.11 (a) of GCC.
11	Insurance to be undertaken by the :	As per Clause 25 of GCC.
12	Liquidated damages:	As per Clause No 8 of GCC.
13	Value of Interim Bill (Min.) :	As per clause 15 of NIT. As per Clause no. 15 of NIT.
14	Date of Commencement	As per Clause 26 of GCC.
15	Period of Final measurement	As per Clause 22 of GCC.
16	Initial Security Deposit:	As per clause no. 1.2 (b) of GCC.

17	Total Security Deposit: As per clause No.	1.2 of GCC
18	Refund of Total Security Deposit Comprising of EMD and ISD	This Retention amount shall be released by the SBI in Two stages ie. 50% of Security Deposit be released after issuing of VCC & finalization of final bill and remaining 50% shall be released after completion of Defect Liability Period and Completion of Project Closure report from SBI and BANK (para 1.1.11 of GCC) whichever is later and provided no complaint is received or the defects has been rectified by replacing the same satisfactorily.
19	Period for Honoring Certificate	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 as per Clause 22 of GCC provided the bills are submitted with all pre- requisite documents, compliances of Statutory Authorities, test reports, etc. prescribed in the tender.

Signature of Tenderer. Date:

\_\_\_\_\_

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **GENERAL**

1) Unless otherwise specified, IS Codes, NBC Guidelines, CPWD Specifications 2019 volume I - II with correction slips up to 28.02.2022 shall be followed. Any additional item of work, if taken up subsequently, shall also conform to the relevant IS Code, CPWD specifications mentioned above. Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work and

I.S. Codes etc., the following order of preference shall be observed;

- i) Minimum specification and standards, Tender Drawings, Schedule of Quantities
- ii) Particular Specifications, Special Conditions
- iii) CPWD Specifications.
- iv) Indian Standard Specifications of BIS
- v) National Building Code 2016 with up-to-date amendments
- vi) Sound engineering practices as per directions of the SBI

2) The work shall be carried out in accordance with the Architectural drawings, structural drawings & MEP drawings, relevant codes, specifications etc. before commencement of any item of work, the contractor shall correlate all the relevant Architectural and structural drawings issued for the work and satisfy himself that the information available therein is complete, suitable and unambiguous. The discrepancy, if any, shall be brought to the notice of the SBI before execution of the work, the contractor shall be solely responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information. The BANK, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastage, bottlenecks etc. likely during execution of work and acts of coordination which may be required. Nothing extra shall be payable on this account.

3) The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred. There may be several incidental works, which are not mentioned in the scope of work but will be necessary to complete the item in all respect. All these incidental works/ costs which are not mentioned in specifications / drawings / tender document but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of BANK. Nothing shall be payable on the account of incidental works.

4) If any further details/elaboration or any miscellaneous clarifications etc. to the attached drawings required to the contractor for execution of work, the same may be asked by the contractor at least one month prior to its requirement so that consultant of the work may

provide within a month to him. No hindrance shall be given on this account. Requirement of more Elaboration/detailing/Miscellaneous Drawings as required by contractor and provided by the consultant/department shall not mean change of Scope of Work etc. and for that nothing extra shall be payable to contractor.

5) In the event of any variation/ discrepancy in the drawings, specifications and tender Documents etc. the decision of the BANK, shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the BANK, and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Specifications etc. being used in the agreement.

6) Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor, in case any damages to such existing services take place the same shall be rectified by the contractor at his own expense to the satisfaction of the BANK. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

7) Existing Storm water drains around periphery of site shall be maintained by the Contractor free of cost by regular cleaning, repairing, protecting, Debris removing, making smooth path for the flow of storm water.

8) The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against theft/ pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department.

9) The entire work up to the plinth level, as required for obtaining approval up to the plinth (Further commencement certificate after plinth level) from the local authority, shall be completed by the Contractor simultaneously. Work above plinth shall be allowed to be carried out only after obtaining approval from the local body. No delay shall be allowed on this ground and also no claim whatsoever on account of any delay in approval at plinth level by the local body shall be entertained from the Contractor.

10) The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location and any other incidental works required to complete this work.

11) For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required, the same shall be responsibility of contractor. Nothing extra shall be paid on this account.

12) Any legal or financial implications resulting out of disposal of earth shall be carried out by the contractor at his own cost. Nothing extra shall be payable on these accounts

13) The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by local body and any other statutory bodies shall be adhered by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities.

14) The cost of water for construction and labors (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water

connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent charges shall be borne by the contractor. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor.

15) The Contractor shall arrange to give all notices as required by any statutory / regulatory authority for labor licenses, registration with EPFO, ESIC and BOCW Welfare Board etc. and shall pay to such authority all the fees, cess, labor cess, etc. that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

16) All payments or fees related to all works shall be payable to Government/ Local Body including statutory payments demanded either in the name of Customs Department Contractor for obtaining the various applicable permissions/ all required and applicable Approvals/licenses like CFO approvals, excavation approval, Certificate and making and getting all permanent civil and E & M service connections, Payments payable to electrical supply company etc. for the scope of this work shall be borne by the Contractor. No extra payment shall be done to Contractor on this account.

17) Royalty at the prevailing rates shall be paid by the Contractor on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned.

18) No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained.

19) The Contractor shall carry out his work so as not to interfere with or hinder the progress of the work being carried out by any other agency. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence

20) If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The agency must take permission from the police authorities etc. if required for work during night hours, no claim / hindrance on this account shall be considered if work is not allowed during night time.

21) The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the SBI from any and all damages and claims that may arise on any account. The Contractor shall indemnify the SBI against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, residents, visitors, other agencies/vendor's workers, etc. at Bank's working site & their vehicles in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the SBI in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

22) The Contractor shall make all necessary arrangements for protection from rains, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc.



23) In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.

24) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the BANK. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the BANK, any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the BANK. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim whatsoever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get firsthand information of site constraints. They should quote their rates accordingly.

25) The quoted rates shall also be inclusive of all ancillary/enabling and incidental works required for execution of work like labor camp, stores, fabrication yard, offices, watch and ward, temporary structure for plants and machineries, scaffolds, H frames, Props, Spans, Cup lock system, Safety Platforms, Covering external scaffold with green shade nets, polypropylene sheets to avoid direct fall of any materials from higher side, Safety equipment, watch and ward security, vehicles, labs, water storage tanks, arrangement for temporary connection for electricity, telephone, water etc. including their consumption charges, protection works, barricading, providing testing facilities / laboratory at site of work for various field and laboratory tests or any other activity which is necessary for execution of work and as directed by BANK. Before start of the work, the Contractor shall obtain approval of the BANK, before locating various temporary structures/ site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.

26) The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labor laws and other regulations applicable, at his site office.

27) The Contractor shall cooperate with and provide facilities to the sub- Contractors and other agencies working at site for smooth execution of the work. The Contractor shall

i) Properly co-ordinate his work with the work of other agencies.

ii) Provide control lines and benchmarks to his Sub-Contractors and the other Contractors.

iii) Provide electricity at mutually agreed rates.

iv) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.

v) Adjust his work schedule and site activities in consultation with the SBI and other

Contractors to suit the overall completion schedule.

vi) Resolve the disputes with other Contractor amicably and the SBI shall not be made intermediary or arbitrator. The contractor shall indemnify the SBI against any claim(s) arising out of such disputes.

vii) In case of variation / conflicting provisions is observed in any condition of bid document forming part of contract, the decision of tender accepting authority shall be final and binding on the contractor

**(28-29) Nil**

**30) SUFFICIENCY OF TENDER**

The Tenderer shall be entirely responsible for sufficiency of rates quoted by him in his tender. Sufficiency of tender prices: Subject to any provisions laid down in the tender document, the Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper execution of the contract and to have included in his rates and prices all costs related to the completion of work.

**31) PROGRAM /SCHEDULE**

The Contractor shall prepare an integrated programme chart within three days of issue of award letter including Civil as well as E & M activities for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period and submit the same for approval of the BANK. These shall be submitted by the contractor through electronic media besides forwarding hard copies of the same. The integrated programme chart so submitted should not have any discrepancy with the physical milestones attached in the contract agreement. The programme chart should include the following:

i) Descriptive note explaining sequence of various activities.

ii) Construction Programme prepared on PRIMAVERA/MS Project Software, which will indicate resources in financial terms, manpower and specialized equipment for every important stage. One planning engineer should be engaged in project who is familiar in PRIMAVERA/MS Project software. No extra payment shall be made in this regard to the contractor.

iii) Programme for procurement of materials by the contractor.

iv) Programme for arranging and deployment of manpower both skilled and unskilled so as to achieve targeted progress.

v) Programme of procurement of machinery/equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.

vi) Programme for achieving fortnightly micro milestones and periodic milestones.

32) In case of noncompliance/delay in compliance in this, a recovery amount as specified in Schedule will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.

33) If at any time, it appears to the BANK, that the actual progress of work does not conform to the approved programme referred above, the contractor shall produce a revised program within seven days showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time. A recovery of amount/Penalty as specified shall be made in case of delay.

34) The submission for approval by the BANK of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the

contract. This is without prejudice to the right of BANK, to take action against the contractor as per terms and conditions of the agreement.

#### QUALITY ASSURANCE & TESTING OF MATERIALS

35) The contractor shall establish field laboratory at site including all necessary equipment for field tests as given in tender document. All the relevant and applicable standards and specifications shall be made available by the contractor at his cost in the field laboratory.

Quality Assurance Engineer of the contractor shall be responsible for carrying out all mandatory field/ laboratory tests. The contractor shall so provide adequate supporting staff as his cost for carrying out field tests, packaging & forwarding of samples for outside laboratory tests and for maintaining test records. All the registers of tests carried out at site or in outside laboratories shall be maintained by the contractor. The test register shall be issued to the contractor by the BANK. All the entries in the test register will be made by the designated engineer of the contractor and same shall be regularly reviewed by the BANK, or his authorized representatives at site.

36) The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the conditions and specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, when any of the preferred make is not available. This is, however, subject to documentary evidence produced by the contractor regarding non availability of the preferred brand and also subject to independent verification by the BANK. In exceptional cases, where such approval is required, the decision of BANK, as regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Also, the sample work/ material shall be procured only after obtaining written approval of the BANK.

37) All materials shall be got checked by the BANK, or his authorized supervisory staff on receipt of the same at site before use.

38) The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorized representative shall remain in contact with the SBI or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.

39) All the hidden/Buried/ Concealed items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering.

40) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to bylaws and municipal body/ corporation where Specifications are not available.

41) BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the BANK, besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the agency shall, if required, by the BANK, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material / procured by the agency for incorporation in the work satisfies the provisions of specifications / BIS codes relevant to the material and / or the work done.

42) The contractor shall procure the required materials in advance so that there is sufficient time to testing of the materials and clearance of the same before use in the work.

43) The contractor shall supply free of charge the materials required for testing including packing and transportation to testing laboratory. The testing of materials shall be conducted in Govt. Laboratory/ Govt. colleges/ IITs/NITs or from the laboratory approved by SBI the charges for testing of materials shall be borne by the Contractor.

44) All expenditure to be incurred for testing of samples e.g., packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor in all cases irrespective of testing results.

45) Contractor shall submit minimum "Quality Assurance" plan within 45 days after award of work which shall be consisting of:

46) Lot size, number of required tests and frequency of testing.

47) While deciding these criteria Tender Specifications & Provisions of BIS Codes and Standard Practices may be referred. Volume of work, Practical Difficulties and Site Conditions etc. may also be kept in view. The lot size, number of tests and frequencies of testing can be altered or modified by the BANK, from the prescribed limits.

48) It should clearly indicate the Machinery and other Tool & Plants required to be deployed at site by the agency. Entire Machinery and T&P may not be required at the start of work, therefore, a proper time schedule by which each Machinery & T&P is to be brought at site should also be indicated.

49) The Contractor shall allow access to Third Party Quality Assurance (TPQA) Agency if any appointed by SBI or any other Committee related to SBI which required to visit the site to have a control on quality and methodology of execution. Samples of materials including Cement Concrete Cubes shall be taken jointly by Contractor and BANK, or his authorized representative. All arrangements for transporting and getting them tested shall be made by the Contractor.

50) All material received at site shall be entered in MAS Register and copy of Supply order, Manufacturer's Test Certificate & Bill-invoice shall be maintained in order.

51) The MAS Registers, Cement Register, Steel Register, Paint and Chemical Register, Bitumen Register, Test Register etc. shall be maintained by a qualified staff of Contractor which may be inspected by BANK, or his/her representative at any time. The daily report of receipt of material shall be sent to Project Manager / Project Bank of BANK or his/her representative.

52) The safe custody of all registers shall be the responsibility of Contractor. Submission of copy of all test registers and Material at Site Register along with each alternate Running Account Bill and Final Bill shall be mandatory.

53) As and when any important item is taken up for execution, the Contractor shall submit the specifications and develop a checklist and Pour card. This sample checklist should be got approved from the BANK, and should be used at site. This check list should be shown to the BANK, or his/her representative during inspection. This procedure is to be followed for all hidden items, CC/RCC work, Steel reinforcement, shuttering, flooring, doors & windows, plumbing, including water supply pipe lines, roof treatment, earth filling etc.

54) In addition, the contractor shall submit theoretical consumption statements for the items involving use of cement, steel reinforcement, chemical, paints, ready mix concrete, bitumen etc. as directed by the BANK, along with every running account bill for record and reconciliation of material issued, consumed and balance.

55) These measurements shall then be 100% checked & verified by the authorized representatives of the BANK. Subsequently measurements shall be checked by SBI engineer as per SBI guidelines along with BANK. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements

and submit the corrected computerized measurement Books with its pages machine numbered to the BANK.

56) The Computerized Measurement Book shall be allotted a serial number as per the Register of Computerized Measurement Books and processed for payment.

#### 57.0 WATERPROOFING WORKS Nil

#### 58.0 CLEANLINESS OF SITE

The Contractor shall not stack building material / malba / muck on the land or road of the local development authority or on the land owned by the others. The site of work shall be always kept clean. The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. It may be directly pumped out to public drainage system with the prior approval of the concerned authorities at his cost. The work shall be carried out in such a way that the entire area is kept clean and tidy.

#### 59.0 SECURITY & TRAFFIC ARRANGEMENTS

I) In event of any restriction being imposed by the Department, traffic or any other statutory authority having control over the project, on the working or movement of Labor, materials, etc., the Contractor shall strictly follow all such restrictions or instructions issued regarding the) same and nothing extra shall be payable to the Contractor on account of such restrictions or instructions. No delay or claims of any kind shall be entertained from the Contractor on this account.

iii) The Contractor shall be wholly responsible for security of site and works. The Contractor shall be not permit entry of any unauthorized persons in the Site; and entry shall be limited to the Employees of the Contractor, Sub Contractor or persons authorized by the SBI

iv) Lighting: The contractor shall provide sufficient lighting at project site, during periods of insufficient natural light, if required.

#### 60.0 CONDITIONS SPECIFIC TO GREEN BUILDING PRACTICE/ENVIRONMENTAL CLEARANCE

The contractor shall strictly adhere to the following conditions as part of his contractual obligation.

I) The Contractor should follow the construction plan as proposed by the Bank /SBI to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating materials at site. Protect topsoil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc.

ii) No excavated earth shall be removed from the campus unless suggested otherwise by SBI. All subsoil shall be reused in backfilling/landscape, etc. as per the instructions of the SBI. The surplus excavated earth shall be disposed of by the contractor for reuse. A certificate of reuse as required by the SBI shall be submitted by the contractor.

iii) The contractor shall not change the natural gradient of the ground unless specifically instructed by the SBI. This shall cover all natural features like water bodies, drainage gullies, slopes, mounds, depressions, etc. Existing drainage patterns through or into any preservation area shall not be modified unless specifically directed by the SBI.

iv) The contractor shall not carry out any work which results in the blockage of natural

drainage.

v) The contractor shall ensure that existing grades of soil shall be maintained around existing vegetation and lowering or raising the levels around the vegetation is not allowed unless specifically directed by the BANK.

vi) Contractor shall reduce pollution and land development impacts from automobiles used during construction.

Vii) Overloading of trucks is unlawful and creates the erosion and sedimentation problems, especially when loose materials like stone dust, excavated earth, sand etc. are moved. Proper covering must take place. No overloading shall be permitted.

Viii) Preserve and Protect Landscape during Construction

ix) The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots should be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash, oil, paint, and other materials detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not to be permitted.

x) The contractor shall take steps to protect trees or saplings identified for preservation within the construction.

xi) Contractor should limit all construction activity within the specified area as per the Construction Management Plan (CMP) approved by SBI.

Xii) The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. Separate the zones of movement of heavy equipment, parking, or excessive foot traffic from the fenced plant protection zones.

xiii) The contractor shall ensure that maintenance activities during construction period shall be performed as needed to ensure that the vegetation remains healthy.

xiv) The permission for cutting of trees and / or Transplanting of the trees shall be obtained by the Contractor from BMC/NMMC/Local Authorities or any other authority of the State Government, and execution of cutting and transplanting the trees or any other action in this regard will be taken by the contractor for which provision is already available in amount quoted by the contractor. No extra payment will be made on this ground.

xv) Contractor shall collect all construction waste generated on site. Segregate these wastes based on their utility and examine means of sending such waste to manufacturing units which use them as raw material or other site which require it for specific purpose. Typical construction debris could be broken bricks, steel bars, broken tiles, spilled concrete and mortar etc.

xvi) The contractor shall provide potable water for all workers.

xvii) The contractor shall provide the minimum level of sanitation and safety facilities for the workers at site. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable standard. Adequate toilet facilities shall be provided for the workman within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30 employees in any one shift. Toilet facilities shall be provided from the start of building

operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided. Natural or artificial illumination shall be provided.

xviii) The contractor shall ensure that air pollution due to dust/generators is kept to a minimum, preventing any adverse effects on the workers and other people in and around the site. The contractor shall ensure proper screening, covering stockpiles, covering brick and loads of dusty materials, wheel-washing facility, gravel pit, and water spraying. Contractor shall ensure the following activities to prevent air pollution during construction:

xix) Clear vegetation only from areas where work will start right away.

xx) Vegetate / mulch areas where vehicles do not ply.

xi) Apply gravel / landscaping rock to the areas where mulching /paving is impractical.

xii) Identify roads on-site that would be used for vehicular traffic. Upgrade vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral types that make up the surface & base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10 - 20%

xxiii) Water spray, through a simple hose for small projects, to keep dust under control. Fine mists should be used to control fine particulate. However, this should be done with care so as not to waste water. Heavy watering can also create mud, which when tracked onto paved public roadways, must be promptly removed. Also, there must be an adequate supply of clean water nearby to ensure that spray nozzles don't get plugged.

xiv) Water spraying shall be done on:

Any dusty materials before transferring, loading and unloading

Area where demolition work is being carried out any un-paved main haul road

xxv) Areas where excavation or earth moving activities are to be carried out the contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr.

xvi) All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust / particulate emissions.

xvii) Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / cleaned up immediately before they can infiltrate into the soil / ground or runoff in nearby areas

xxviii) Provide hoardings of not less than 3m high along the site boundary, next to a road or other public area

xxix) Provide dust screens, sheeting or netting to scaffold along the perimeter of the building

xxx) Cover stockpiles of dusty material with impervious sheeting

xxxi) Cover dusty load on vehicles by impervious sheeting before they leave the site

xxxii) The contractor shall ensure that no construction leachate (e.g., cement slurry etc.), is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard

against this including, reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant laden water directly to the treatment device or facility (municipal sewer line).

xxxiii) The storage of material shall be as per standard good practices as specified in Storage, Stacking and Handling practices, NBC 2016 shall be to the satisfaction of the BANK, to ensure minimum wastage and to prevent any misuse, damage, inconvenience or accident. Watch and ward of the Contractor is materials shall be his own responsibility. There should be a proper planning of the layout for stacking and storage of different materials, components and equipment with proper access and proper maneuverability of the vehicles carrying the materials. While planning the layout, the requirements of various materials, components and equipment at different stages of construction shall be considered.

xxiv) The contractor shall ensure the following activities for construction workers safety, among other measures:

- Guarding all parts of dangerous machinery. Precautionary signs for working on machinery
- Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
- Durable and reusable form work systems to replace timber form work and ensure that form work where used is properly maintained.
- Ensuring that walking surfaces or boards and/or working platforms, etc. at height are of sound construction and are provided with safety rails or belts.
- Provide protective equipment; helmets etc. -
- Provide measures to prevent fires. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere.
- Provide sufficient and suitable light for working during night time

The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilization of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be provided for plastic, glass, metal, biological and paper waste and labeled in both Hindi and English with suitable symbols.

The contractor shall prepare and submit spill prevention and control plans before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

Contractor shall collect & submit the relevant material certificates

for materials with high recycled (both post-industrial and postconsumer) content, including materials like RMC mix with fly-ash, glass with recycled content, calcium silicate boards etc.

The contractor shall ensure that a flush out of all internal spaces is conducted prior to handover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.

The providing & fixing Safety nets at various levels of Buildings as per instruction from BANK. Safety Net shall be of Garware nylon Ropes made of three layers of (100 mm X 100 mm



square with 8 mm thick nylon rope.), net with 2.5 mm nylon rope with 25mm x 25 mm square and mono filament net on top having width of 5.0 mts. horizontal to the periphery of the Building with supporting structure of 50 mm dia MS hollow (40 nb) pipe duly anchored on slab/beam with 10 mm thick base plate and anchor fastener (hilti) 4 Nos. at all corners, and free end of pipe to be tied up with upper floor column with the help of nylon rope 16 mm dia. same supporting system is to be followed for every 4.5 Mtr. in such a way to have a proper slope during Construction, and removing and re fixing part of the same as and when required/ necessary for smooth progress of the work.

No extra payment shall be done against all such safety measures.

#### **61.0 WATER USE DURING CONSTRUCTION**

I) Contractor should spray curing water on concrete structure and shall not allow free flow of water. Concrete structures should be kept covered with thick cloth/gunny bags and water should be sprayed on them. Contractor shall do water poundings on all sunken slabs using cement and sand mortar.

#### **62.0 Warning / Caution Boards/Signage**

I) All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions etc. shall be provided and displayed by the Contractor, wherever required and as directed by the BANK. All signage shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also, he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work.

ii) In addition, the Contractor shall also provide a sign board of approved size, design & pattern at an approved location giving the details of the project, client / SBI, Banks, structural consultants, Department etc. besides providing space for names of Contractor/Sub- Contractors.

iii) All signage shall be dismantled & taken away by the Contractor after completion of the work with the approval of the Engineer – in – Charge of BANK.

#### **63.0) Make in India Policy**

i) The main contractor as well as associate contractor of each discipline shall comply with Government of India Public Procurement (Preference to Make in India), Order-2017 amended up to last date of submission of bid.

#### **64.0) Training and Awareness:**

All workmen are checked for their suitability before development by the Contractor. Workers physical fitness knowledge about the activity and his previous experience are checked before deployed. Workmen involved in physical activity (such as driver, operators, Height workers, Food handlers at Canteen and Pantries, welders) shall be subjected to pre-employment medical check-up, those who do not clear the medical examination shall not be employed.

Adequate number of safety equipment and personals protective equipment (PPE) as per Indian Standards will be planned and procured.

Recommendations as per following table/Matrix should be followed:

<b>ACTIVITY</b>	<b>WORKMEN CATEGORY</b>	<b>PPE-RECOMMENDED</b>
General – Entry into work premises	All Employees	Safety Helmet, Safety Shoes & Reflective Jacket
Signaling	Security/marshal	Reflective Jacket
Working at Height – More than 1.8 meters	All	Full body harness Double lanyard
Involved with cement / bituminous Concrete Handling	All	Gum Boots & Rubber Hand Gloves
Breaking of ceramics & Agglomerate Materials	Chippers	Eye protection– Clear Goggles
Welding & Gas Cutting	Welders & Cutters	Leather gloves, Safety shoe, Welding Shield with proper number
Working with slush	Unskilled & Excavation gang	Gumboots
Forming and Making shuttering materials	Carpenters and Woodworkers	Face shield & Nose Mask
Rebar's handling & Working	Bar benders	Cotton hand Gloves
Scaffolding	Scaffolders	Cotton hand gloves
Painting	Painters	Clear, Goggles, Nose mask
DG Operators & Other Noise prone areas	Operators	Ear Muff, Rubber Hand Gloves (Electrical Grade)
Electrical Maintenance & Repairs	Electricians	HV Rubber hand gloves
Concrete Batching Plant	Operators & Loaders	Nose Mask

**Color Coding of Helmets:**

Grey	All Staff of Contractor/other Respective Person
------	---

Green	Safety Inspectors
Red	Electricians & Signal men
Blue	Supervisors
Yellow	Workmen
Orange	New Workmen (for one month)
Purple	Visitor
White	SBI/client

#### **65.0 Standard Operating Procedures (SOPs) and Guidelines for Construction Sites for COVID-19 Outbreak**

- i) The agency shall follow all the COVID 19/Any Epidemic protocols enforced by state / central Government, NMMC / MCGM / NDMA / MHA / MOH&FW etc. from time to time and the guidelines issued by SBI from time to time as per directions of the Bank, and nothing extra payable on this account.
- ii) Agency shall ensure they are in safe working conditions throughout the execution period and safety of the persons.

#### **66.0 PRODUCT DELIVERY, STORAGE AND HANDLING OF CHEMICALS**

- I) The contractor shall construct storage space for Chemicals materials to ensure that the storage conditions are as recommended by the manufactures.
- ii) All the materials shall be procured and delivered in sealed containers with labels legible and intact.
- iii) All the chemicals (polymers, epoxy, water proofing compound, plasticizer, Poly- sulphide, SBR based elastomeric, APP)
- iv) Polypropylene Polymer), all exterior and interior paints, polish etc.) shall be procured in convenient packs say 20 liters/kg} capacity packing only or as approved by the BANK, and not in bigger capacity containers, say 200 liter (kg) drums unless otherwise specifically permitted by the BANK. One sample from each lot of the chemical procured by the contractor shall be tested in a laboratory as approved by the BANK.
- v) All material required for the execution of the work shall be got approved, procured and deposited with the Departmental supervisory staff. The materials shall be kept in joint custody of the contractor and the Department. The watch and ward of such material shall, however, remain to be the responsibility of the contractor and no claim, whatsoever, on this account shall be entertained. Different containers of each chemical shall be serially numbered on packing and also consumed in that order. Day-to-day account of receipt, issue and balance shall be regulated by the Department and proper account shall be maintained at site of work in the prescribed form as per the standard practice.
- vi) All the chemicals shall be procured by the contractor directly from the manufacturer. In exceptional circumstances, the contractor may be allowed to procure the materials from the authorized dealers of the manufacturers, if specifically permitted by the BANK.
- Vii) The original copies of challan /cash memos towards the quantity of various chemicals procured shall be made available by the contractor at the request from the BANK, and a copy

of the same shall be kept in record.

viii) The Name of manufacturer's, manufacturer's product identification, and manufacturer's mixing instructions, warning for handling and toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of each container.

ix) The contractor shall submit for the chemicals procured, manufacturer's and / or authorized dealer's certificate regarding supplying and verifying conformance to the material specifications, as specified.

x) All filled containers shall be handled in safe manner and in a way to avoid breaking container seals.

xi) Empty containers of the chemicals should not be removed from site till the completion of work and shall be removed only with the written approval of the BANK.

xii) All arrangements for measuring, dosing and mixing of material / chemicals at site have to be made by the contractor.

xiii) Contractor shall suitably advise his site Engineer and all the workers as regards safe handling of chemicals. Necessary protective and safety equipment in form of hand gloves, goggles etc. shall be provided by the contractor and be also used at site.

xiv) All incidental charges of any kind including cartage, storage and wastage and safe custody of material etc. shall be borne by the contractor and no claim, whatsoever, shall be entertained on this account.

xv) The chemicals shall be tested in an independent laboratory as approved by the Bank, at the frequency as specified. If required, more samples may have to be tested as per the directions of the Engineer-in- Charge of BANK. Nothing extra shall be payable on this account.

## **67.0 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 upto 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 as over-loaded 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.

68.0 Provision of BIS codes, CPWD Manuals, CPWD trade specific guidelines, Catalogues, etc.: Contractor has to arrange all the relevant BIS codes, CPWD Manuals, catalogues, technical details from manufactures, etc. as mentioned in the technical bid & Price Bid and has to be kept at site till closure of the project.

69. Conditions specific to Project:

a) In response to the tenders invited by Bank, the CONTRACTOR have inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and

nature of the site and local conditions, quantities nature and magnitude of work, the availability of labor and material necessary for the execution of work, the means of access to work site, the supply of power and water thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.

b) The CONTRACTORS shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

c) It has been understood by the parties hereto that the Bank will have right to make reasonable changes in the drawings and designs during the progress of the construction works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTORS shall commence the work and shall complete the same as per stipulated date of Completion

d) The Contractors do hereby agree that the amount of liquidated damages specified in conditions of contract/ special conditions of contract represents a genuine and fair estimate of the loss likely to be suffered by the Bank in the event of the works not being completed in time.

e) It is specifically and distinctly understood and agreed between the Bank and the CONTRACTORS that the CONTRACTORS shall have no right, title or interest in the site made available by the Bank for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTORS in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTORS) and the CONTRACTORS shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the Bank shall have an absolute and unfettered right to take full possession of the site and to remove the CONTRACTORS, their servants, agents and materials belonging to the CONTRACTORS lying in the site.

f) The CONTRACTORS shall be allowed to enter upon the site for execution of the works only for the purpose of executing the contract work and shall not have any claim, right, title or interest in the site or the structures erected thereon and shall not enter upon at any time without assigning any reason.

g) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, installation of lifts, Telephone, electrical installations, fittings and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

h) The SBI reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

## **TECHNICAL SPECIFICATIONS**

All materials and workmanship shall conform to:

- MoRTH Specifications for Road & Bridge Works (5th Revision)
- IRC Codes (IRC:37, IRC:111, IRC : SP:53, etc.)
- Relevant IS Standards

### **Work Items & Specifications**

<b>SI No</b>	<b>Item</b>	<b>Specification / Description</b>
1	<b>Milling</b>	Milling of existing bituminous surface up to 75 mm using mechanical milling machine; debris removal; surface cleaning with air jet and brooming.
2	<b>Prime Coat</b>	Application of cationic bitumen emulsion (SS-1) at 7–12 kg per 10 sqm on WBM or granular base.
3	<b>Tack Coat</b>	VG-30 bitumen at 0.20–0.25 kg/sqm over bituminous surface before DBM/BC.
4	<b>DBM (Dense Bituminous Macadam)</b>	50 mm avg thickness, binder 4.5% (VG-30 / VG-40 / CRMB), Grading II aggregates; compaction to achieve required density.
5	<b>BC (Bituminous Concrete)</b>	30–40 mm thick, binder 6%, CRMB/VG-40 grade; sensor paver finish; proper compaction.
6	<b>Seal Coat</b>	Premix seal coat 10 mm thick with 5.65% binder content.
7	<b>Kerb Stone Work</b>	Precast M25 grade concrete kerb (500x325x165 mm), fixing in M20 bed and haunch.
8	<b>Thermoplastic Markings</b>	2.5 mm white/yellow thermoplastic paint with reflectorized glass beads @ 250 g/sqm.
9	<b>Manhole Adjustments</b>	Raising/lowering manholes using M20 concrete and finishing as directed.

### **Construction Methodology**

1. Barricading, safety signs, and traffic diversion.
2. Cutting/milling existing surface; disposal of debris.
3. Cleaning, sweeping, and air jet dust removal.
4. Applying prime coat / tack coat at required temperature.
5. Laying DBM with sensor paver; compaction with tandem and pneumatic rollers.
6. Laying BC wearing course; compaction to specified density.
7. Thermoplastic road markings and finishing works.
8. Site cleaning and handing over.



### Approved Material Makes

Material	Approved Makes
Bitumen / CRMB	IOCL, BPCL, HPCL
Emulsion	IOCL, BPCL
Cement	Ultratech, ACC, JK
Paint (Road Marking)	Asian Paints, Berger, PPG
Aggregates	Approved hard basalt/granite quarries
Kerb Stones	Precast M25 units from approved vendors

### Quality Control & Testing

Test	Frequency
Aggregate gradation	Every 100 MT
Bitumen content & viscosity	Every batch
Core density test	Every 500 sqm
Temperature log	Each load during laying
Surface finish	Daily inspection by Engineer

All results shall be documented in the Site Quality Register.

### Measurement and Payment

Payment shall be based on actual measured quantities as per MoRTH measurement norms. Rates shall include all labour, materials, machinery, transport, testing, wastage, overheads, and contractor profit.

**GST is excluded.**

## **Brief Scope of Work:**

### **1.0 Brief Scope of work is as follows:**

i. The Contractor may have to execute all required works at his own cost, if left omitted in above scope, for making the building fit for occupation and functional use by the user department. Nothing extra shall be paid on this account.

ii. Execution of the works and construction for Projects per approved drawings, design and plans as well as obtaining clearances required for occupation of the building from the local bodies.

iii. Scope of work, Schedule of Quantities, General Conditions, Additional and other conditions/specifications for **Civil, & road construction works** have been given in detail in respective chapters & schedules of this bid document and same may be referred.

v) Execution of work

**a)** The Contractor should visit/revisit and examine the site of work and satisfy himself as to the nature of the existing roads, municipal drains, supply lines and other means of communication and other details pertaining to the work and local conditions and facilities for obtaining his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding, incorrect information on any of these points or on ground of insufficient description shall be allowed.

**b)** The work shall be carried out in conformity with the drawings & design and within the requirements of Civil, Interior, Electrical, Data cabling, Security and Firefighting and other specialized services drawings.

**c)** The Contractor shall cooperate with all trades and agencies working on the site. He shall make provision for hangers, sleeves, structural openings and other requirements well in advance to prevent hold up of progress of the construction schedule. All supports to the civil structure shall be provided with dash fasteners.

**d)** On award of the work, Contractor shall submit a schedule of construction as Per clause of the agreement for approval of the BANK. All dates and time schedule agreed upon shall be strictly adhered to within the stipulated time of completion/ commissioning along with the specified phasing, if any.

e) Since the said Building is occupied hence the Contractor has to take utmost care for the safety of men, material, building, vehicles etc thereat and shall indemnify the Bank from any claims/penalty raised thereat.

#### **vi) Completion drawings**

On completion of work, Contractor shall submit three complete set of "As built drawings" for Various Trades of Work to the SBI. These drawings shall have the following information.

1. Location of all mechanical equipment with layout and piping connections and mechanical equipment.

2. All shop drawings shall be updated from time to time for the purpose of making completion drawings.

3. No completion certificate shall be issued unless the above drawings are submitted. Piping and drainage works shall be tested as specified under the relevant clauses of specifications.

4. Contractor or his associate agency engaged to do this work must hold a valid plumbing or any other as required license by the municipal authority or other competent

authority under whose jurisdiction the work falls.

**vii)** ALL NOC's/Permissions/Approvals required before/after completion of any/all Specialised Works like, tree cutting permission/Garden NOC, Plumbing, Water Supply, Drainage, and Water Meter NOC from the local bodies are to be secured by the contractor. Further Contractor has to complete the work as required by the Local Authorities / NMMC / CIDCO and assist the BANK /Bank in related documentation, if required, for getting the completion certificate, stability certificates as per the cases.

**viii)** **Defects Liability Period:** As per Clause No. 1.1.11 (a) of GCC.

**ix)** **Facilities for the Site Staff**

Facilities for the Site Staff shall be provided as mentioned in special conditions in part. The quoted amount by the contractor shall include these elements also.

**x)** **Health & Safety Manual provisions**

a. The Contractor will comply of the provisions contained safety, Health and Environment guidelines failing which he / they will be liable for the penalties on each violation subject to compounding of the same to maximum of such default as mentioned in the various unsafe act / unsafe conditions in this manual. This apart from the other fines/ levies / penalties are mentioned in the documents elsewhere. It is incumbent upon the contractor to ensure in undertaking all health and safety compliance for safety of all concern to generate safety conscious and safety regulatory as his primary statutory duties or responsibilities in the contract.

b. General pest control, fogging, fumigation etc. should be carried out regularly and adjoining areas.

**xi)** **SAFETY MEASURES:**

Before starting of works The permission for cutting of trees and / or Transplanting of the trees shall be obtained by the Contractor from BMC/NMMC/Local Governing Authority or any other authority of the State Government, and execution of cutting and transplanting the trees or any other action in this regard will be taken by the contractor at his own cost. Contractor to take note of this while quoting the rates.

**xii)** **Specialized Civil, Electrical & Mechanical works:**

The tenderer must associate himself with agencies of the appropriate eligibility for each of specialized nature of items/work listed in Tender Document Such works shall be got executed only through associated agencies specialized in these fields. The tenderer whose tender is accepted shall indicate the name(s) of his associated specialized agencies those fulfilling the eligibility criteria laid down in Tender Document after award of work and at least 30 days before commencement of such items / work but within 90 days of award of work with their credentials whichever is earlier for the approval of the BANK, of that component, whose decision shall be final and binding.

**xiii)** **Rate Analysis**

The L1 contractor shall provide detailed Rate Analysis for all items of works within 3 days of opening of Price Bid Rate analysis shall include break up of materials, labor, wages, fixtures, transportation, installation, wastages, Octroi, levies, all cess, royalties, all taxes (but excluding GST), machinery, enabling works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges Water and Electricity Charges and his overheads and profits for the same and all related expenses to complete the work

**xiv)** The Work shall be carried out as per Minimum Specifications, particular specifications and drawings (Architectural, Structural and MEP). Any deviation, extra items & substitute Items shall be dealt as per Clause of General Conditions of Contract

**Note:** All works has to be executed as per specifications provided in the bid document, CPWD Specifications-2019 (with updated correction slips) Vol-I & Vol. II, and National Building Codes 2016, Relevant BIS Code (in case of difference, if any, stringent / higher specification of the two shall be followed). In absence of Tender Specification, CPWD, IS Codes, MoRTH Specifications, National Building Code 2016, Specifications, or sound engineering practices shall be adopted as per order of precedence defined in the contract. (Refer clause 1 of SCC).

**2.** The scope of works & specifications is given in general but they are not exhaustive i.e., does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/ or described in the specifications, provided that the same can be reasonably inferred there from. There may be several incidental works, which are not mentioned in the contract document/specifications but will be necessary to complete the item in all respect. All these incidental works/ costs which are not mentioned but are necessary to complete the work shall be deemed to have been included in the overall amount quoted by the contractor for various components of work. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation/change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of BANK. Nothing extra shall be payable on this account.

**3.** In case, some of items are missing in the scope of work or specifications in the bidding documents same shall be taken from the specification mentioned in similar type of items mentioned for similar type of buildings in the scope of work or shall be executed as given in the CPWD Specifications, NBC-2016, IS Codes or according to sound engineering practices so as to make the building including related services fully functional. No claim whatsoever may be entertained at later stage. All cost of providing and making buildings with services, landscape and horticulture works fully complete in all aspect unless specifically mentioned in the contract document and making buildings with services fully functional are included in the cost tendered for this work.

**RECORD OF MATERIAL RECEIVED / USED / BALANCE**

S. N o.	Cement in stock Bags	Ce me nt rec eiv ed (Ba gs)	Tota l Cem ent recei ved (Bag s)	Sour ce from whic h recei ved	Descri ption of work where cement is used	Numb er of ceme nt bags consu med	Balan ce in stock	Signature of Contracto r & BANK / (Bank's Represe ntative (Periodi cal)
1	2	3	4	5	6	7	8	9

## RECORD OF PAINT / LEAD / CICO REGISTER

Name of

work

: Name of the Contractor : Agreement No.

:

Date of Receipt	Source Receipt with Ref. To S.O./Incident	Qty. Received	Progressive Total	Item of work for which issued with approx. qty. work done in case of paint only		Quantity issued	Qty. returned at the end of the day		Delay Balance at hand	Contractors initials	Site Engineer's initials	Signature of ARCHITECT / (Bank's Representative (Periodical))
	2	3	4	5		7	8		10	11	12	13

Register for bitumen should be maintained. The format will be similar to that for cement.

**PROFORMA FOR REINFORCEMENT BARS RECEIVED (In KGS.)**

Truck No.	Challa n No.	Na me of Sup plier	Binding Wire	6 m m di a.	8m m dia .	1 2 m m d i a .	16mm dia.	20m m dia.	2 5 m m di a.	Total Recei ved
1	2	3	4	5	6	7	8	9	1 0	11

Number of diameters given is only illustrative. Open more columns for other diameters wherever needed.

**FORMAT OF RECEIPT OF MATERIALS AT SITE**

<b>S r. N o.</b>	<b>Description</b>	<b>Openi ng balanc e</b>	<b>Rec eipt duri ng mon th</b>	<b>Consumpt ion during month</b>	<b>Clo sin g bal an ce</b>	<b>Total Quantity received till date</b>
1						
2						
3						
4						
5						
6						
7						
8						

<b>Sr . N o.</b>	<b>Description of work</b>	<b>Date Commencement of</b>	<b>Due date completion</b>	<b>Percentage progress achieved</b>
1				
2				
3				
4				
7				



## PROFORMA FOR SLUMP TEST REGISTER

[illegible]

**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 . N o .	Nature of Hindra nce	Date of Occurr ence of Hindra nce	Date of which Hindranc e was removed	Perio d which Hindr ance existe d	Sign ature of Site Engin eer	Signature BANK Bank's Representa tive
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 . N o .	Item Description	U n i t	Rate (Rs.)	As per Tender	
				Q u a n t i t y	A m o u n t (Rs.)
1	2	3	4	5	

Upto Previous R.A. Bill		Upto Date (Gross		Present Bill		R e m a r k s
Q u a n t i t y	A m o u n t (R s.)	Q u a n t i t y	A m o u n t (R s.)	Q u a n t i t y	A m o u n t (R s.)	
6		7		8		9

--	--	--	--

N  
o  
t  
e  
:  
1  
.  
2  
.

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

—  
—  
Net Value since previous bill

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 Bank's  
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.

-----

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

S.N o.	Ite m	Qua ntity	Unit	Am oun t	Re mar ks

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

----- (Name of the Banks)

Dated Signature of the Contractor

## **MEMORANDUM FOR PAYMENT**

R/A BILL NO.

Total value of work done since  
previous bill (A) Rs. -----

Total amount of secured advance  
due since Previous Bill (B) Rs. -----

Total amount due since Previous  
Bill Rs. -----

(C) (A+B)

PVA on account of declaration in price  
of Steel, Cement and other materials  
and labor as detailed in separate  
statements enclosed. Rs. -----

Total amount due to the Contractor Rs. -----

### **OBJECTIONS:**

Secured Advance paid in the  
previous R/A Rs. -----

Retention money on value of works  
as per accepted tenders upto date  
amount Rs. Rs. -----

Less already recovered Rs. -----

Balance to be recovered Rs. -----

Mobilization Advance, if any

Outstanding amount  
(principal + interest) as  
on date Rs. -----

To be recovered in this bill Rs. -----

Any other Departmental materials cost to be recovered as per contract, if any	Rs. ----- -----
Any other Departmental service Charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs. ----- -----
Total Deduction as per contract (F)	Rs. ----- -----
Adjustments, if any ----- Amount less received by Contractor in ----- R/A Bill (as per statement of Contractor)	Rs. ----- -----
P.V.A.	Rs. ----- -----
Total amount payable as per contract (E+F+G)	Rs. ----- -----
(Rupees	in words)

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

Date:

-----  
Signature of Bank 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 SBI Engineer

**STATUTORY DEDUCTION:**

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

These figures given in the Memorandum for payable has been verified and bill passed for payment ----

----- (in words and figures)

Date:

Signature of the Premises Officer

-----



## FORMAT OF MEASUREMENT BOOK

1<sup>ST</sup> Page:

STATE BANK OF INDIA

..... office,

Measurement

Book No.

(Pages 1 to.....)

This book is issued to Shri.....

**Signature of A.G.M. (Estate) / D.G.M. (F & OA)**

Certified that this book contains .....pages

**Signature of the official (to whom the book is issued)**

**MEASUREMENT BOOK PAGES NOS. 1 TO.....**

Item No.	Description	Measureme nt No.L B D/H	Quantity	Remarks

Site Engineer  
(Head of PMC)

Bank  
(Head of Bank  
Consultant)

Contractor

Checking/Test  
checking

Bank's Engineer

Date of checking/Test checking

NOTE:

Checking and test checking pertains to items wherever initialed.

**FORMAT OF SITE ORDER BOOK**

Name of the work \_\_\_\_\_ Date of Commencement \_\_\_\_\_

<b>Sr. No</b>	<b>Remarks/ Instructio ns of the site Engineer/ Bank</b>	<b>Dated Initials of site Engine er/ Bank</b>	<b>Initials of the Contractor for having received the instructions</b>	<b>Action taken with date</b>	<b>Dated initials of the site Engineer</b>	<b>Remarks of the Banks BANK /SBI Officials</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

### Format for Application by Contractor for Extension of Time

	Name of the Contractor				
	Name of the work as given in the Agreement				
	Agreement WO				
	Tender amount				
	Date of commencement of work				
	Period allowed for completion as per agreement				
	Date of completion as per agreement				
	Period for which extension of time has been given				
			<u>Date</u>	<u>Month</u>	<u>Year</u>
		1 <sup>st</sup> extension vide Bank's Letter No.			
		2 <sup>nd</sup> extension vide Bank's Letter No.			
		3 <sup>rd</sup> extension vide Bank's Letter No.			
	Reasons for which extensions have been previously given (copies of the previous applications should be attached)				
	Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.				

Signature of Contractor

## DETAILS OF INSURANCE POLICIES

Type of policies	Name of Insurance	Amount Rs.	Policy No.	Validity
CAR policy including 3 <sup>rd</sup> party liability				
Workmen's Compensation				
Any other Policy				

Remarks:

1. This is only an 'on-account' payment and is not to be interpreted either as approval of work, materials brought or affixed at site or for that matter approval of any sort.
2. The quantum of work done and materials delivered at site have been certified by.....
3. Should you wish to audit such work, kindly contact the undersigned and oblige.

**Pre-bid Query Form**

Vendor name	Sr. No	RFP Page No	RFP Clause No	Existing Clause	Query Suggestion

## **Mode of Measurements**

### **1.0 EXCAVATION:**

**1.1.1** Footings: Area of excavation for footing shall be measured equal to area of lowest concrete course as shown on drawing. Depth shall be measured vertically from ground level to bottom of concrete course or dry rubble packing as the case may be.

**1.1.2** Plinth beams: Depth of excavation for plinth beam shall be measured from ground level up to bottom of beam and width equal to width of beam.

**1.1.3** Where excavation is made, in trenches, measurements for cutting depth shall be taken by means of tape and staff and the width of lowest concrete or rubble packing shall be considered as the width of excavation. When excavation is made for leveling the site, levels shall be taken before start and after completion of work and the total quantity of excavation in cutting computed from these levels.

**1.1.4** Where soil including decomposed or soft rock and hard rock are mixed, hard rock after excavation shall be stacked separately. Measurements of the entire excavation shall be taken as indicated above. Excavation of hard rock shall be measured from stacks of excavated hard rock and reduced by 50% to allow for bulkage and voids. The quantity so arrived at, shall be paid under hard rock. The difference between the quantity of entire excavation and quantity payable for hard rock shall be paid as soil. (Including decomposed or soft rock)

**1.1.5** Extra width of excavation may be allowed by Clerk of Works / Banks if required as working space due to site conditions such as deep foundations, loose soil etc.

**1.1.6** The unit of measure in all the above cases shall be in cubic meters or as specified in the Bill of Quantities.

### **1.2. EARTH FILLING:**

Measurement for filling when it has been stipulated to be separately paid for, shall be, unless otherwise specified, as follows: -

**1.2.1** In open spaces: Filling shall be measured from cross sections of embankments, before start of work and after completion of work by means of level taken at suitable places. When it is not possible to measure filling from cross section, it may be measured in loose stacks or lorry measurements with previous written permission of Clerk-of-Works and 20% deduction shall be made from measured quantity to arrive at payable quantity.

**1.2.2** In plinth: Consolidated filling shall be measured without any deduction of voids.

The unit of measure in above cases shall be in cubic meters or as specified in the Bill of Quantities.

## **MODE OF MEASUREMENT (As per MoRTH & Standard Engineering Practice)**

### **General**

1. Measurements shall be taken jointly by the Contractor and Engineer-in-Charge.
2. Measurements shall be recorded in the Measurement Book (MB) and signed by both parties.

3. Unless otherwise specified, all measurements shall be net quantities executed at site.
4. No payment shall be made for defective, rejected, or dismantled works.

### **MEASUREMENT FOR BITUMINOUS WORKS**

#### **Milling of Existing Bituminous Surface**

- Measured in square metres (sqm) of actual area milled to the specified depth.
- Depth shall be verified through random checks at minimum 1 per 25 sqm.
- Segregated or unusable debris shall not be measured.

#### **Prime Coat / Tack Coat**

- Measured in square metres (sqm) of surface on which coat is applied.
- Bitumen/emulsion consumption records must match theoretical requirement.
- No separate measurement for cleaning or preparation.

#### **Dense Bituminous Macadam (DBM)**

- Measured in cubic metres (Sqm) calculated as:  
**Length × Width × Compacted Thickness**
- Compacted thickness shall be checked using cores.
- Loose/uncompacted thickness will not be considered.

#### **Bituminous Concrete (BC)**

- Measured in cubic metres (Sqm) similarly:  
Length × Width × Compacted Thickness
- Compaction level must meet MoRTH requirements.
- Sensor paver finish is mandatory for measurement acceptance.

#### **Seal Coat**

- Measured in square metres (sqm) of surface area finished with seal coat.

### **MEASUREMENT FOR ANCILLARY WORKS**

#### **Precast Kerb Stones**

- Measured in running metres (Rm) of kerb stones laid in line and level.
- The rate includes:
  - excavation/filling,
  - bedding concrete,
  - haunching,
  - jointing.

#### **Road Markings (Thermoplastic Paint)**

- Measured in square metres (sqm) of markings executed.
- Thickness (minimum 2.5 mm) and glass bead application to be verified.
- Shapes such as arrows, stencils, pedestrian crossings will be measured as actual area covered.

#### **Manhole Adjustments**

- Measured per number (Nos.) for each manhole raised/lowered to match new road level.
- Includes cutting, masonry, concrete, finishing, and curing.

### **MEASUREMENT FOR MISCELLANEOUS WORKS**

**Excavation / Filling / Levelling**

- Measured in cubic metres (Cum) of actual excavated or filled material.
- Compaction up to required density is included.

**Disposal of Milled Material**

- Measured in cubic metres (Sq. mtr.), based on actual quantity transported to approved locations.

**INCLUSIONS IN RATE (Not Measured Separately)**

The following are deemed included in the quoted rates and will not be measured separately:

1. Mobilization & demobilization
2. Temporary barricading and traffic management
3. Cleaning, brooming, and surface preparation
4. Quality tests (aggregate, bitumen, density, etc.)
5. Fuel, lubricants, tools, tackles
6. Sampling and laboratory charges
7. Safety gear and environmental compliance
8. Uniform thickness finishing and trimming edges



## **MINIMUM MATERIAL SPECIFICATIONS & REQUIREMENTS**

All materials used in the work shall conform to MoRTH (5th Revision), IRC Codes, and relevant IS Standards. Any material not meeting the specifications below shall be rejected and replaced at the contractor's cost.

### **A. BITUMEN & BINDERS**

#### **VG-Grade Bitumen**

<b>Property</b>	<b>Requirement</b>	<b>Standard</b>
Grade	VG-30 / VG-40	IS:73
Penetration @25°C	As per grade	IS:1203
Viscosity @60°C	As per grade	IS:1206
Softening point	> 47°C	IS:1205
Flash point	> 200°C	IS:1209
Solubility in trichloroethylene	> 99%	IS:1216

Bitumen shall be supplied only from **IOCL, BPCL, HPCL**.

#### **CRMB (Crumb Rubber Modified Bitumen)**

Conforming to **MoRTH Table 500-22**.

<b>Property</b>	<b>Requirement</b>
Rubber content	18–22% by weight of bitumen
Softening point	Minimum 60°C
Elastic recovery at 15°C	≥ 60%
Penetration	As per CRMB grade
Separation test	< 4%
Viscosity @ 150°C	1–3 Poise

CRMB shall be blended using high-shear mixer and certified by NABL-accredited lab.

#### **WMA Additive**

Approved warm mix additives (organic wax, chemical surfactant, or foaming agent).

Minimum Requirements:

- Dosage: 0.3% – 0.7% (as per manufacturer)
- Compatible with *bitumen, CRMB, and RAP*
- Must permit mixing and compaction at **20–40°C lower temperature**
- Shall not reduce moisture resistance or binder film thickness

Approved Makes: **Sasobit, Rediset, Evotherm, Cecabase, Iterlene**.

No work shall start without submission of **manufacturer's technical data sheet**.

## **B. AGGREGATES (COARSE & FINE)**

All aggregates must be **hard, durable, angular, cubical**, and free from deleterious matter.

### **Coarse Aggregates (As per MoRTH 500-17)**

<b>Property</b>	<b>Requirement</b>
Los Angeles Abrasion Value	$\leq 35\%$
Aggregate Impact Value	$\leq 30\%$
Flakiness Index	$\leq 15\%$
Water Absorption	$\leq 2\%$
Soundness ( $\text{MgSO}_4$ )	$\leq 18\%$

Shall be obtained from approved **basalt/granite quarries** only.

### **Fine Aggregates**

<b>Property</b>	<b>Requirement</b>
Sand Equivalent	$\geq 60\%$
Plasticity Index	0% (Non-plastic)
Water Absorption	$\leq 2\%$

## **C. RECLAIMED ASPHALT PAVEMENT (RAP)**

### **RAP Material Requirements**

- Must be sourced from mechanical milling only
- Free from soil, debris, and organic matter
- Maximum RAP binder aging limit shall be as per MoRTH
- RAP gradation must be tested and approved

### **Permissible RAP Content**

- **DBM:** up to **30%**
- **BC:** up to **20%**

### **RAP Stockpile Requirements**

- Stored under shed
- Moisture  $< 3\%$
- Segregation to be avoided
- Controlled feeding through RAP collar system

## **D. EMULSIONS**

### **Cationic Emulsion (Prime Coat – SS-1)**

Conforming to **IS: 8887**.

Property	Requirement
Residue by evaporation	≥ 57%
Viscosity (Saybolt Furol)	20–100 sec
Settlement	≤ 5%
Storage stability	Minimum 7 days

### **Cationic Emulsion (Tack Coat – RS-1 / MS)**

Property	Requirement
Residue by evaporation	≥ 55%
Viscosity	20–60 sec
Binder compatibility	Must give uniform coating

### **E. MIX REQUIREMENTS (DBM & BC)**

#### **DBM – Dense Bituminous Macadam**

Item	Requirement
Aggregate grading	As per MoRTH Grading II
Binder content	4.0% – 4.5%
Marshall stability	≥ 9.0 kN
Flow	2 – 4 mm
Air voids	3% – 5%
VMA	As per MoRTH
VFB	65% – 75%

#### **BC – Bituminous Concrete (Wearing Course)**

Item	Requirement
Aggregate grading	MoRTH Grading II
Binder content	~ 6.0%
Marshall stability	≥ 12 kN
Flow	2 – 4 mm
Air voids	3% – 5%
VMA	As per MoRTH
VFB	75% – 85%

### **F. KERB STONES & CONCRETE**

#### **Precast Kerb Stones**

Property	Requirement
Grade	M25
Size	500 × 325 × 165 mm
Water absorption	≤ 6%

Compressive strength	Min. 25 MPa
Finish	Smooth, chamfered edges

Kerbs shall be fixed in **M20 concrete bed** with **M15 haunching**.

#### **G. OTHER MATERIALS**

##### **Road Marking Material**

- Thermoplastic paint **2.5 mm thick**
- White/Yellow
- Glass beads **250 gm/m<sup>2</sup>**
- Softening point > 100°C
- Retro-reflectivity: Must comply with IRC:35

##### **Concrete for Manhole Adjustment**

- M20 grade
- 20 mm down aggregate
- Workability slump 75–100 mm
- Must achieve 28-day strength as per IS:456

#### **H. GENERAL REQUIREMENTS FOR ALL MATERIALS**

1. Materials must be supplied with **manufacturer test certificates (MTC)**.
2. Random sampling at site is mandatory.
3. Only approved makes shall be used.
4. All bituminous materials must have **batch number, refinery source, and quality certification**.
5. Aggregates must come from **pre-qualified quarries**.
6. RAP must be tested for **grading, binder content, & moisture**.

## **MATERIAL TEST LIST**

The Contractors will have to take necessary material test as per I.S. code which is applicable, at their own cost for the following materials or any other material using in construction work periodically or as and when required by the Banks / Consulting Engineer.

The materials should be got tested in an approved Laboratory as per IS standard and test reports in duplicate should be submitted to the Bank's Office.

*As per MoRTH (5th Revision), IRC & IS Standard*

### **1. AGGREGATES (Coarse & Fine)**

	<b>Test</b>	<b>Standard</b>	<b>Frequency</b>	<b>Requirement / Limits</b>
	Sieve Analysis (Gradation)	IS:2386 (Part 1)	1 / 100 MT	As per MoRTH Table 500-17
	Flakiness Index	IS:2386 (Part 1)	1 / 100 MT	≤ 15%
	Elongation Index	IS:2386 (Part 1)	1 / 100 MT	≤ 15%
	Aggregate Impact Value	IS:2386 (Part 4)	1 / 100 MT	≤ 30%
	Los Angeles Abrasion	IS:2386 (Part 4)	1 / 100 MT	≤ 35%
	Water Absorption	IS:2386 (Part 3)	Per Source	≤ 2%
	Specific Gravity	IS:2386 (Part 3)	Per Source	As per MoRTH
	Soundness (MgSO <sub>4</sub> /NaSO <sub>4</sub> )	IS:2386 (Part 5)	Per Project	MgSO <sub>4</sub> ≤ 18%
	Stripping Value	IS:6241	Per Source	≥ 95% coating

### **2. BITUMEN (VG-Grades)**

<b>SI No</b>	<b>Test</b>	<b>Standard</b>	<b>Frequency</b>	<b>Requirement</b>
1	Penetration @25°C	IS:1203	Each Batch	As per grade
2	Softening Point	IS:1205	Each Batch	≥ 47°C
3	Viscosity @60°C	IS:1206	Each Batch	As per grade
4	Ductility	IS:1208	Each Batch	As per MoRTH
5	Flash / Fire Point	IS:1209	Each Batch	> 200°C
6	Solubility	IS:1216	Each Batch	≥ 99%

### 3. CRMB (Crumb Rubber Modified Bitumen)

SI No	Test	Standard	Frequency	Requirement
1	Rubber Content	MoRTH	Each Batch	18–22%
2	Softening Point	IS:1205	Each Batch	≥ 60°C
3	Elastic Recovery	ASTM D6084	Each Batch	≥ 60%
4	Separation Test	MoRTH	Each Batch	≤ 4%
5	Viscosity @150°C	IS:1206	Each Batch	1–3 Poise

### 4. WMA (Warm Mix Asphalt Additive)

SI No	Test	Standard	Frequency	Requirement
1	Additive Dosage Verification	Manufacturer Spec	Daily	As per datasheet
2	Compatibility with binder	Manufacturer Spec	Per Project	Must allow 20–40°C temp reduction
3	Foaming / Workability	ASTM	Per Project	Consistent expansion ratio

### 5. RAP (Reclaimed Asphalt Pavement)

SI No	Test	Standard	Frequency	Requirement
1	RAP Gradation	IS:2386	1 / 50 MT	As per mix design
2	RAP Binder Content (Extraction)	IS:138	1 / 50 MT	As per design
3	RAP Binder Viscosity	ASTM	Per Project	Must meet mix design limits
4	RAP Moisture	IS	Daily	≤ 3%
5	RAP Stockpile Condition	Visual	Daily	No segregation, no contamination

## 6. BITUMINOUS MIX (DBM / BC)

SI No	Test	Standard	Frequency	Requirement
1	Gradation of Mixed Material	IS:2386	1 / 100 MT	As per MoRTH (DBM/BC)
2	Binder Content	IS:138	1 / 100 MT	As per mix design
3	Marshall Stability	ASTM D1559	1 / 100 MT	≥ 9 kN (DBM), ≥ 12 kN (BC)
4	Marshall Flow	ASTM D1559	1 / 100 MT	2–4 mm
5	Air Voids (Va)	ASTM D3203	1 / 100 MT	3–5%
6	VMA / VFB	ASTM D3203	1 / 100 MT	As per MoRTH
7	Bulk Density	ASTM D2726	1 / 100 MT	As per design
8	Moisture Susceptibility (TSR)	AASHTO T283	Per Mix	≥ 80%

## 7. IN-SITU TESTS

SI No	Test	Standard	Frequency	Requirement
1	Core Density Test	ASTM D5361	1 / 500 sqm	≥ 98% density
2	Surface Evenness	MoRTH / IRC	Daily	≤ 3 mm
3	Layer Thickness	Vernier/Cores	1 / 250 sqm	As per BOQ
4	Temperature at Laying	MoRTH	Each Load	As per mix specs
5	Mat Texture / Finish	Visual	Continuous	No tearing / segregation

## 8. EMULSION (SS-1 / RS-1)

SI No	Test	Standard	Frequency	Requirement
1	Residue by Evaporation	IS:8887	Each Batch	≥ 57% (SS-1)
2	Viscosity	IS:8887	Each Batch	20–100 sec
3	Storage Stability	IS:8887	Each Batch	Min. 7 days

4	Settlement	IS:8887	Each Batch	≤ 5%
---	------------	---------	------------	------

## 9. CONCRETE & KERB STONES

SI No	Test	Standard	Frequency	Requirement
1	Compressive Strength Test	IS:516	1 set / 10 cum	M20 / M25
2	Slump Test	IS:1199	Each Batch	75–100 mm
3	Water Absorption (Kerbs)	IS:1124	Per Lot	≤ 6%
4	Dimensional Tolerance	IS:1237	Per Lot	As per design
5	Flexural Strength (If required)	IS:516	Per Project	As per spec

## 10. ROAD MARKING MATERIAL (THERMOPLASTIC)

SI No	Test	Standard	Frequency	Requirement
1	Softening Point	ASTM D36	Per Lot	≥ 100°C
2	Glass Bead Content	EN 1423	Per Lot	250 gm/m²
3	Retro-reflectivity	EN 1436	Per Lot	As per IRC:35
4	Binder Content	ASTM	Per Lot	As per manufacturer
5	Thickness	Gauge	Daily	≥ 2.5 mm

## 11. SUMMARY OF TEST FREQUENCY (QUICK VIEW)

Material	Frequency
Aggregates	1 per 100 MT
Bitumen / CRMB	Each Batch
Emulsion	Each Batch
RAP	1 per 50 MT
DBM / BC Mix	1 per 100 MT
Cores (Density)	1 per 500 sqm
Concrete	1 per 10 cum
Road Marking	Per Lot



## **DECLARATION**

(To be typed & given on the letter – head of the Vendor)

I/We have inspected all the sites of the Proposed Work as mentioned in clause No. 1 of NIT, of State Bank of India and I/We have made me/ us fully acquainted with the local conditions in and around the sites of works and proposed layout drawings of works, drawings of each items, RFP, Technical bid & Price bid, etc. complete.

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

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

We hereby declare that we are neither blacklisted nor debarred by the Bank for any work/project. Further we have a valid GST and PAN No.

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

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

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

Date:

Signature and seal of

Contractor/Tenderer

Witness:

1. \_\_\_\_\_ ,      2. \_\_\_\_\_