

Technical Bid, GITC, CBD Belapur



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

NOTICE INVITING TENDER

For:

“Supply and installation of 2hrs fire rated doors at GITC main building and its annex premises”

Technical Bid

RFP No. SBI/GITC/Estate/2026/2027/1456 Date – 25.05.2026

Tender Submitted By:

Name of Vendor : _____

Address of Vendor : _____

GSTN No. of Vendor: _____

Date : _____

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NOTICE INVITING TENDER

e-Tenders are invited by State Bank of India, GITC, CBD Belapur for “**Supply and installation of 2hrs fire rated doors at GITC main building and its annex premises, Belapur, Navi Mumbai**”

From the SBI Empaneled contractors under appropriate category and who receive NIT from M/s. Antares Systems Limited are only entitled to quote for this tender.

RFP No. SBI/GITC/Estate/2026/2027/1456

1	Name of work	Supply and installation of 2hrs fire rated doors at GITC main building and its annex premises, Belapur, Navi Mumbai
2	Time allowed for Completion of Work	90 days, from the 7 th day of the date of award of work.
3	Earnest Money	₹ 29,000.00 (Twenty- Nine Thousand Only) 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 EMD to be deposited on or before the time and last date of submission of the technical bid.
4	Security Deposit (SD)	As per Part B - Point 6 of Information and Instruction to Bidders.
5	Date of availability of tender documents on Service Provider's website	
	(a) Technical Bid	From 25.05.2026 to 08.06.2026 Available at M/s. Antares Systems Limited, our Service Provider's portal https://www.tenderwizard.com/SBIETENDER
	(b) Price Bid (shall be opened of only of those bidders who qualify as per clause no. 15 of part B of Information & Instructions for Bidders for e-bidding.)	From 25.05.2026 to 08.06.2026 Available at M/s Antares Systems Limited ., our Service Provider's portal https://www.tenderwizard.com/SBIETENDER
6	Pre – Bid Meeting (Date, time & Place of Meeting)	On 01.06.2026 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.

7	Last date & time for submission of EMD of tender document	Up to 3.00 PM on 08.06.2026 . Note: It is sole responsibility of the bidder to ensure submission of their EMD by stipulated date and time at specified SBI Account failing which they will not be allowed to participate in E-Tendering. The proof of the same is to be uploaded at https://www.tenderwizard.com/SBIETENDER , mentioning UTR no. / Transaction ID.
8	Award Criteria and Award of Contract	Refer Clause no 16 Part-B Information and Instruction to Bidders for e-Bidding.
9	Last date & time for submission of Online Technical Bid & Price Bid	up to 3.00 PM on 08.06.2026 at Service Provider's portal https://www.tenderwizard.com/SBIETENDER
10	Date and time of opening of Online Technical Bid	3.30 PM on 08.06.2026
11	Date and time of opening of Online Price Bid	up to 4.00 PM on 08.06.2026 at Service Provider's portal https://www.tenderwizard.com/SBIETENDER
12	Defects Liability period	As per Clause No. 1.1.11 (a) of GCC.
13	Liquidated Damages	As per Clause No 8 of GCC.
14	Validity of offer	As per Clause No. Part A- Point 5 of Information and Instruction to Bidders.
15	Value of Interim Certificate	Minimum Rs. 15 Lakhs. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.
16	Eligible Taxes	A) Income Tax will be deducted at source as per Govt. Guidelines. B) Payment of GST will be made as applicable. The contractor should comply with the following. 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 his 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.

17	Electronic Payment	Electronic payment shall be preferred. All the contractor must furnish details such as 1) Name of their Bank 2) Name of their branch 3) Account number 4) Name of the account holder as in the Bank account 5) IFSC No of the branch 6) PAN number.
18	Submission of Technical Bid	1) Contractors shall download the entire Technical Bid to get acquainted with the terms and conditions and shall upload compulsorily the technical bid without fail in the e-tendering portal after putting the digital signature of their authorized signatory on submitted documents/ bid. (Participating through e-tender portal they must have class III digital certificate.) 2) Failing to upload as stated above, the tender will be rejected.
19	Agency for arranging e-tender/online bidding, contact numbers :	You are requested to contact the agency for further guidance for e-tendering.
	Name of Auction Agency	M/s. Antares Systems Limited Contact Person: Mr. Kushal Bose Mobile : 9674758719, Help Desk :- 9073677150, 9073677151, 9073677152 Email: helpdesk857@etenderwizard.com You are requested to contact the agency for further guidance on E tendering.
	Address	'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, India
	Bidder Support	9073677150 / 9073677151 / 9073677152 / 9674758723 / 9674758726 / 9674758506 / 9686449042 / 9708966660 / 9044314492 / 8951944383 / 9771414548 / 9708966664 / 9731967722 / 9606921010 You are requested to contact the agency for further guidance on E tendering.
	Email Address	helpdesk857@etenderwizard.com

	Website Address	www.antaressystems.com
20	Any additional Information	The quoted rate should be inclusive of materials, labor, wages, insurance, fixtures, transportation, installation, wastages, Octroi, levies, all cess, royalties, all taxes (but excluding GST), machinery, temporary works such as scaffolding, covering sheds, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. GST shall be as applicable on actuals.
21	Additional security Deposit	Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 90 % of estimated cost put to tender and the quoted price. 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.

22. 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.

23. The digitally signed technical bid document, 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 Tender Document are digitally signed & uploaded.

24. 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.

25. 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.

26. 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.

27. 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.

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

Yours's faithfully,
Estate Department, GITC

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

PART-A of INFORMATION & INSTRUCTIONS FOR BIDDERS FOR e-BIDDING:

1. DISCLAIMER:

- i. 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.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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 Table-X 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:

- i. 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 Antares Systems Limited portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. 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 any 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 180 days from the date of submission of Bid.

2. Price quoted by the Bidder shall remain valid for duration of 180 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

GITC Main building, Sector-11, CBD Belapur
MTNL Building, Sector-11, CBD Belapur,
Kapas Bhavan Building, Sector-11, CBD Belapur
Balaji Bhavan Building, Sector-11, CBD Belapur

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 to 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, 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

4.1 The tenderers are requested to submit the Earnest Money 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. EMD to be deposited before the last date of submission of the technical bid.

- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD or Bid Declaration Security Form in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.
- 4.6 The bid can only be submitted after deposition of EMD 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 below:

DETAILS OF TENDER FEE / EMD COLLECTION/REFUND ACCOUNT NUMBER

Account Name Subsidy Inward Remittance Account No. 4897932113433 IFSC SBIN0011343 Branch OAD, GITC, Belapur. Mode of Transaction- NEFT only.
Account Name System Suspense Branch Parking A/C Account No. 37608352111 IFSC SBIN0011343 Branch OAD, GITC, Belapur. Mode of Transaction- RTGS and intra-Bank transfer (SBI to SBI only)

EMD to be deposited before the last date of submission of the technical bid and the proof of the same is to be uploaded at <https://etender.sbi/>, mentioning UTR no. / Transaction ID.

5.0 Initial/ Security Deposit

The amount of ISD shall be 2% of accepted value of tender including the EMD. Balance of ISD (i.e. excluding EMD) is to be submitted in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of letter of acceptance of tender.

6.0 Security Deposit / Retention amount :

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

11.1.1 The tenderers shall quote their rates for individual items both in words and figure. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

If no rate is quoted for one or more tender items, in such case if these items executed on site no payments shall be done and contractor shall execute those items free of cost.

11.1.2 The tenderers should not change the units as specified in the tender. If any unit is changed by the tenderer would be evaluated as per the original unit and the Contractor/ Vendor would be paid accordingly.

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

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

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

11.1.6 The quoted rate should be firm & inclusive of materials, labor, wages, insurance, 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 during the currency of contract including authorized extension, if any, but excluding GST, which shall be mentioned in the bills/invoices separately, as applicable. GST shall be as applicable on actuals.

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

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

12.0 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".

15.0 List of Documents to be scanned and uploaded within the period of bid submission.

Sr. No.	Documents to be Uploaded Online at M/s Antares Systems Limited, our Service Provider's portal https://www.tenderwizard.com/SBIETENDER	Documents to be Submitted in Hard Copy on address as per Clause no. 8 of NIT. (**Refer Note Below)
1	Technical Bid as per Clause No. 18 (1) of NIT.	Nil
2	Corrigendum, if any	Nil
3	Scan copy of duly executed original Declaration form (on the Last page of technical bid)	Nil
4	Scan copy of Proof of remittance of EMD	Nil
5	Scan copy of Duly executed original LETTER OF TRANSMITTAL	Nil

15.1 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) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (c) 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.
- (d) 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).
- (e) Bids are liable to be rejected if only one Bid (i.e. either Technical Bid or Indicative Price Bid) is received.
- (f) 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.
- (g) The Bidder may also be asked to give presentation at no extra cost to the Bank for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.

- (i) 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.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) 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.
- (l) 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.
- (m) 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 to only of those bidders who qualify as per clause no. 15 of Information & Instructions to Bidders

16.0 Award criteria and Award of contract:

The price bids of technically qualified vendors will be opened. The contract will be awarded to the contractor quoting the lowest amount in the price bid and identified as the L-1 bidder.

The contract shall be awarded on an 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 various documents in sealed Envelope to the office of SBI at the address mentioned hereinbefore by the stipulated date i.e. (1) Hard Copy of Technical Bid duly signed and stamped on each page (2) Account Name: SBI Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch OAD, GITC, Belapur of specified amount of EMD. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding- Clause not applicable, all documents need to be uploaded online only, no hardcopy required.
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-panelling 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 damage 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 head and sign, stamp before emailing)

To,

M/s. Antares Systems Limited
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 “Supply and installation of 2hrs fire rated doors at GITC main building and its annex premises, Belapur, 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

<p>M/s. Antares Systems Limited</p>	<p>State Bank of India</p>
<p>'Honganasu', #137/3, Bangalore Mysore Road, Opp. to Metro Pillar #P-696, Kengeri, Bengaluru – 560 060, India.</p> <p>Contact Person: Mr. Kushal Bose</p> <p>Mobile : 9674758719,</p> <p>Email: helpdesk857@etenderwizard.com</p> <p>Website - www.antaressystems.com</p> <p>Help Desk :- 9073677150, 9073677151, 9073677152</p>	<p>The Assistant General Manager (Estate), State Bank of India, Navi Mumbai. Officer Name : Mr. Upendra Nath Marndi Department :Estate Contact No- 9556792271</p> <p>The Assistant Manager (Fire) State Bank of India, Navi Mumbai. Officer Name :Mr. Vipin Paliwal Department :Estate Contact No 8823046635</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 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,
(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, CBD Belapur, 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 Fire/Civil 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 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 (Fire and Civil) in-charge of the Project, as may be nominated by the Estate Department, State Bank of India, Navi Mumbai.

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 12 months from the date of virtual completion (as per para 23 of GCC) of work or one complete monsoon season, whichever is later, 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), as per details mentioned in para 4.6, 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 contract 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 address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the SBI and the contractor.

ii) Contract Agreement:

On receipt of intimation of the acceptance of tender from the SBI/ 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 as per clause 24 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's 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 by removing 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 of 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 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

25.5.2 Minimum amount of Third-Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the 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. (Table-IX).

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 **90 days including Monsoon** 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 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 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 contractor 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 of 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.

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 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 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 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 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 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.

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 BANK 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 contractor's 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 at Table VIII 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 (Proforma enclosed at Table-III). 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 (Sections 16 to 19)

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 authorised 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 given in Table-V 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 10th of the following month.

52.0 Co-ordination and Monitoring:

- i) It is the prime responsibility of the Bank's 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 (Refer Table VII). 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) Cement and steel register (Receipts, consumption, balances).
- iv) Concrete cube test register/slump cone 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.

ANNEXURE -II

Declaration-Cum- Certificate on the Letter Head of Bidder Regarding Restrictions on Procurement from Bidders from A Country Or Countries, On Grounds Of Defence 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 of202__ (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 _____¹

3.1.2 _____

3.2 Payments

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

¹ Please provide the payment details.

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

By _____
Authorized Signature

Name _____

Name _____

Designation _____

Designation _____

Date: _____

Date: _____

Witness: _____

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, <i>Navi Mumbai</i> – 400614.
3	Site Address	SBI GITC, Sector-11, CBD Belapur, Navi Mumbai – 400614
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	As per clause 2 of NIT.
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 i.e. 50% of Security Deposit be released after issuing of VCC 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	<ol style="list-style-type: none"> 1. One Month for R.A. Bills 2. The final bill will be submitted by the Contractor within one month of the date fixed for completion work and the Bill shall be Certified 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 material provided by him against theft/ pilferage and breakage during the complete handover of the work.
- 9) The rates quoted by the Contractor are deemed to be inclusive of insurance, labor cost, 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, cleaning of debris, height, lead, lift and location and any other incidental works required to complete this work.
- 10) 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.
- 11) 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.
- 12) 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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

18) 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.

19) 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 SBI GITC & 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.

20) 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.

21) 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.

22) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the staff of the bank and 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.

23) The quoted rates shall also be inclusive of all ancillary/enabling and incidental works required for execution of work like stores, fabrication yard, offices, watch and ward, scaffolds, Safety Platforms, Safety equipment, watch and ward security, vehicles, labs, water storage tanks, arrangement for temporary connection for electricity, telephone, water etc. including their consumption charges, insurance 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 starting 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.

24) 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.

25) 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) Adjust his work schedule and site activities in consultation with the SBI and other Contractors to suit the overall completion schedule.

v) Resolve the disputes with another 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.

vi) 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 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) 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.

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.

35) 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.

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

37) 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.

38) 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.

39.0 Nil

40.0 CLEANLINESS OF SITE

The Contractor shall not stack building material / malba / muck/ debris on the premises 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. After day work all building debris must be removed as per local norms. No debris is kept at building premises in any condition.

41.0 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.

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, welders, painter) 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:

ACTIVITY	WORKMEN CATEGORY	PPE- RECOMMENDED
General – Entry into work premises	All Employees	Safety Helmet, Safety Shoes & Reflective Jacket
Signaling	Security/marshal	Reflective Jacket
Working at Height – Morethan1.8 meters	All	Full body harness Double lanyard
Involved with cement & 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
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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. Scaffolding should be inspected by authorized scaffolder and green tag showing "save for use" to be provided in scaffolding. It is contractor or contractor supervisor responsibility to ensure the same.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on

the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).

5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.

7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.

8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.

9. Adequate precautions shall be taken to prevent danger from electrical equipment's. 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 to be taken to avoid spread of dust and debris to enter inside working area. And arrangement of plastic sheet of sufficient size to be provide to cover entire door before starting of brake work of doors.

d) 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.

- e) 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.
 - f) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - g) 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.
 - h) Those engaged in welding works shall be provided with Welder's protective eye-shields.
 - i) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - j) 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 Contractor 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 Contractor that the Contractor 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 Contractor in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor 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 Contractor lying in the site.
- f) The Contractor 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 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

TECHNICAL SPECIFICATIONS FOR 02 HRS FIRE RATED DOORS

1. SPECIFICATION FOR TWO HOURS FIRE RATED DOOR WITH VISION PANEL

Providing and fixing of Hollow metal fire rated doors as per IS 3614 (Part2)-1992 for stability and integrity. Pressed Galvanized steel conforming to IS 277 with the following specification:

- a) Fire door shall have doors tested at CBRI Roorkee for maximum rating of 2hrs.
- b) Deviation in specification and sheet thickness other than what is mentioned in the test certificates are not allowed.
- c) Proper label confirming the type of door and the hourly rating is mandatory.
- d) Door frame shall be single rebate profile of size 125 x 57 mm made out of 1.6 mm (16 gauge) minimum thick galvanized steel sheet. Frames shall be mitered and field assembled with self-tabs.
- e) All provision should be mortised, drilled and tapped for receiving appropriate hardware.
- f) Rubber door silencers should be provided on the striking jamb.
- g) Frames should be provided with back plate bracket and anchor fasteners for installation on a finished plastered masonry wall opening.
- h) Frame installed should be grouted with cement & sand slurry necessary for fire doors on the clear masonry opening.
- i) Door leaf shall be 46mm thick fully flush double skin door.
- j) Door leaf shall be manufactured minimum 1 mm (20 gauge) minimum thick galvanized steel sheet. The internal construction of the door should be rigid reinforcement pads for receiving appropriate hardware.
- k) The infill material shall be resin bonded honeycomb core.
- l) All doors shall be factory prepped for receiving appropriate hardware and provided with necessary reinforcement for hinges, locks, and door closers.
- m) The edges should be interlocked with a bending radius of 1.4mm. For pair of doors astragals has to be provided on the meeting stile for both active and inactive leaf.
- n) Vision lite wherever applicable should be provided as per manufacturer's recommendation with a bending and screws from inside.
- o) The glass should be 6mm clear borosilicate fire rated glass of relevant rating of the door.
- p) All doors and frames shall be finished with polyurethane aliphatic grade paint of approved color. The door leaf and frame shall have passed minimum 250 hours of salt spray test.
- q) Rate should include supply and installation of door and hardware set as mentioned in the door and hardware schedule.

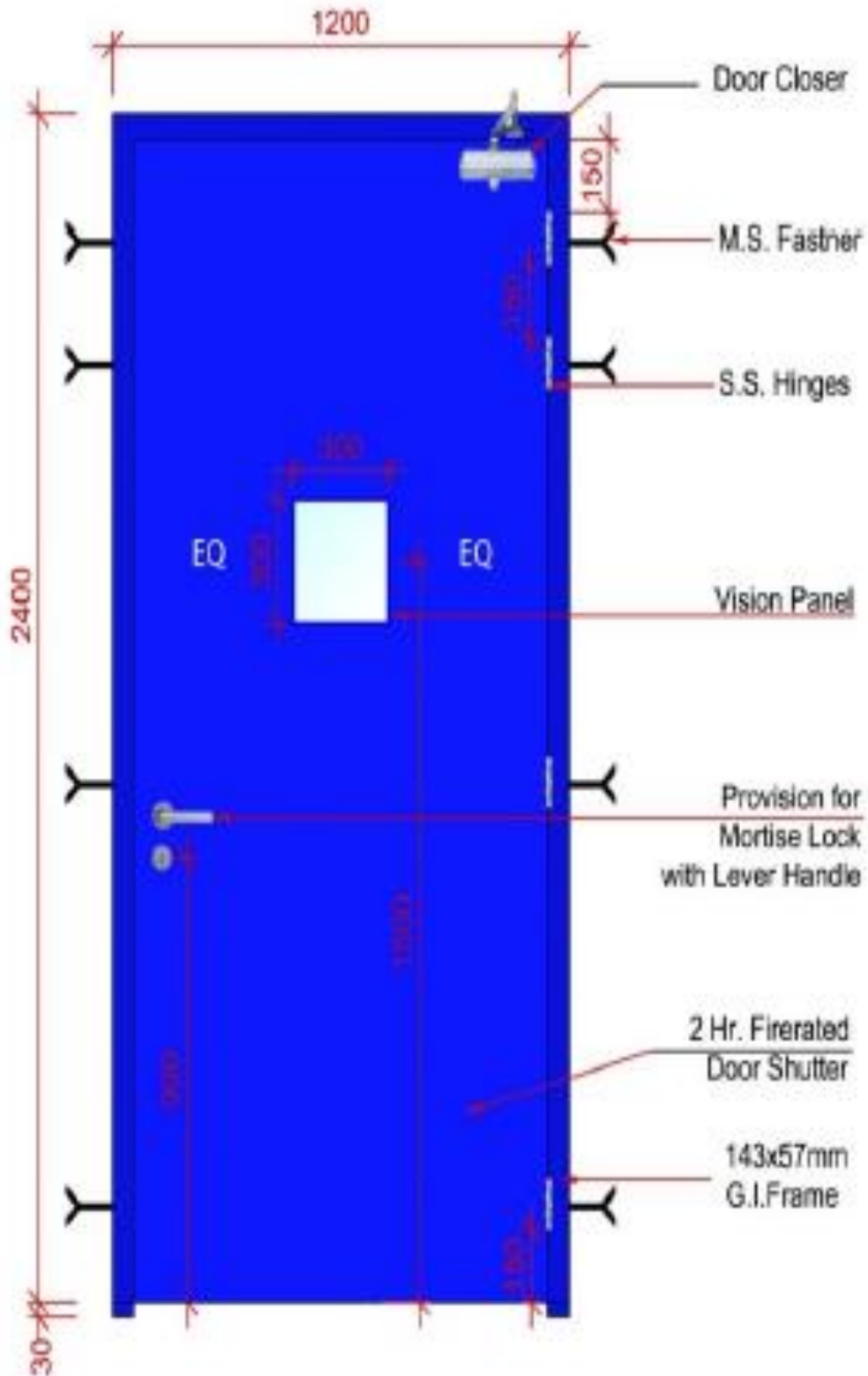
DOOR MAKE LIST: - Shakti Hormann, Tata Pravesh, JC Fire Door, GALAXY Fire Door or equivalent

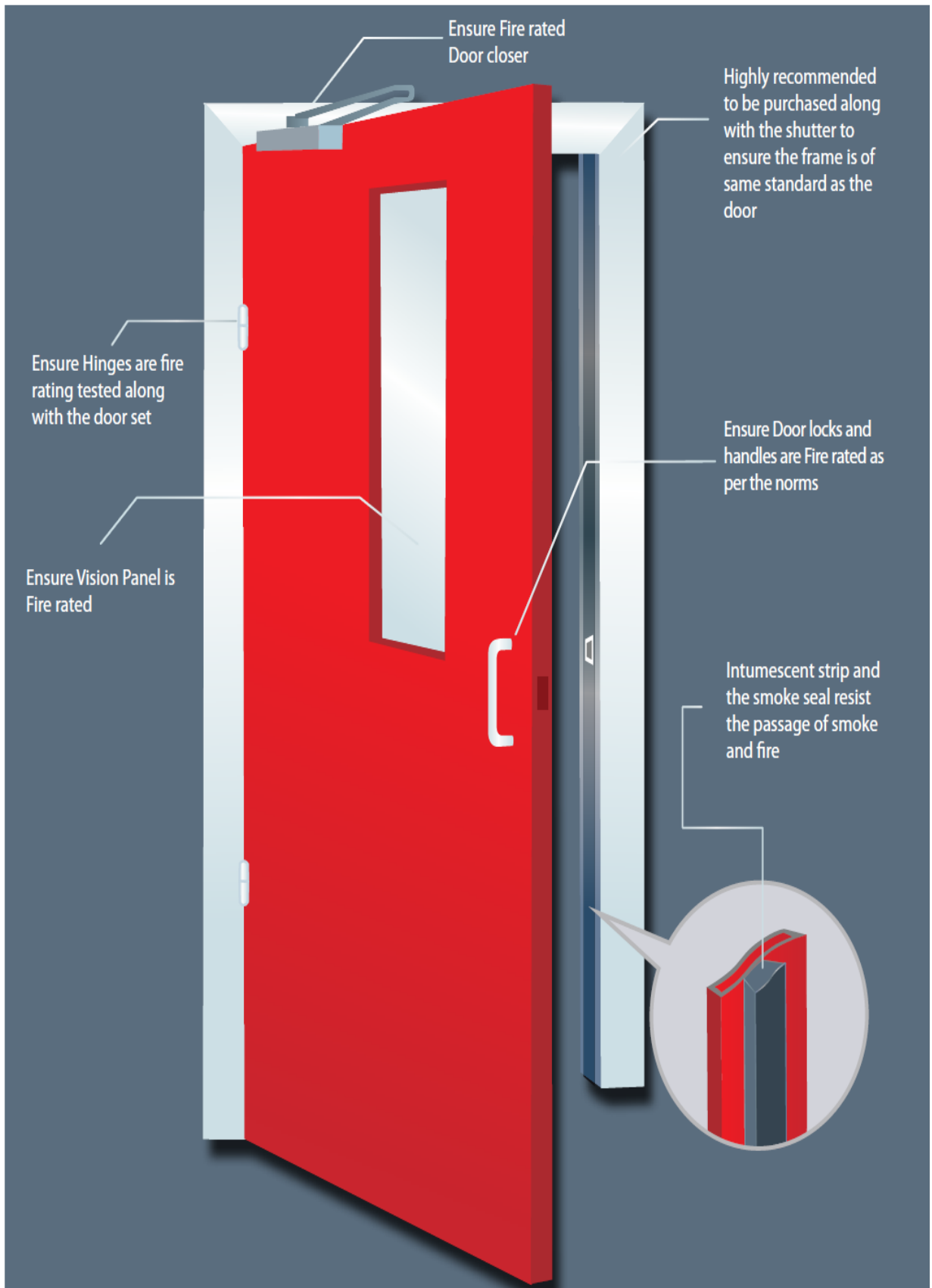
ITEM DESCRIPTION FOR HARDWARE

S. No.	Metal Fire Door Hardware	Make
1.	SS (Grade - 304) Ball Bearing Fire Rated Hinges Size 4 "X 3 " X 3mm	Dorma, Gaze or equivalent
2.	Panic Bar (Push Type -UL Listed) Device for Single Leaf Door (For Inside Operation)	Dorma, Gaze or equivalent
3.	Panic Bar (Push Type -UL Listed) Device for Double Leaf Door (For Inside Operation)	Dorma, Gaze or equivalent
4.	Panic Trim Latch Device with Handle & Lock (For Outside Operation)	Dorma, Gaze or equivalent
5.	2hrs Clear Fire Rated Glass 6 mm Thick with Metal Vision Panel. Size: 200 X 300 mm.	Saint Gobin, Schott- Pyran or equivalent
6.	Anchor Fastener 10 X 100 MM	Standard type
7.	Fire door closure	Dorma, Gaze or equivalent
8.	Pair of SS Tower Bolt 300 mm Long,	Dorma, Gaze or equivalent
9.	Mortise Dead Lock with 70mm cylinder Both Side	Dorma, Gaze or equivalent
10	SS D Handle (19 x 250 mm)	Dorma, Gaze or equivalent

Installation charges including labour, transportation etc & dismantling charges for existing Wooden /Glass doors shall be paid extra as applicable.







Scope of Work: Supply and installation of 2hrs fire rated doors at GITC main building and its annex premises, Belapur, Navi Mumbai as stipulated in Bill of Quantities (BOQ).

Site and its location

GITC Main building, Sector-11, CBD Belapur
MTNL Building, Sector-11, CBD Belapur,
Kapas Bhavan Building, Sector-11, CBD Belapur
Balaji Bhavan Building, Sector-11, CBD Belapur

i) 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, insurance, 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

ii) 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.

iii) Completeness of the System: The work shall comprise of entire labor including supervision, insurance and all material necessary to make a complete installation and such tests and adjustment and commissioning as may be required by the purchaser. All sundry equipment, fittings, assemblies, accessories, hardware items, foundations bolts, supports, excavation and refilling of trenches, sealings, termination lugs for electrical connections, suspenders and/or cable trays, cable glands, junction box, earthing, integration of control components and all other items which are useful and necessary for proper assembly and efficient working/ functional requirement of various equipment and components of the work shall be deemed to have been included in the tender, irrespective of the fact whether such items are specifically mentioned in the tender or not.

iv) The quantities of components/equipment mentioned in the Bill of Quantities (BOQ) are indicative for bid purpose only. These quantities shall be finalized during detailed engineering and payment shall be made as per actual measurement at site upon completion of the work.

v) Site Visit: Bidders are advised to visit the site for familiarization of site conditions and collection of any information considered vital for submission of tender. The purchaser will not take any responsibility for the same.

vi) Coordination with other Agencies: The contractor shall coordinate with all other agencies involved at the site and ensure that work of other agencies is not hampered due to delay in his work. Cabling Fitting of system or any other work which directly affect the progress of work of other agencies shall be given priority.

vii) Material: All equipment/component/accessories to be used in this contract shall be UL/FM listed. The material brought to the site shall be approved by the Engineer-in-charge before use in the work. In case during execution, any material used in the work is found not as per agreement specifications, Engineer-in-charge may issue instruction to the contractor to remove the material from site.

viii) Manufacturer's Instructions:- Where manufacturers have furnished specific instructions, relating to the materials used in this job, covering points not specifically mentioned in the documents, these instructions should be followed in all cases.

ix) Qualified Competent Supervision: The Contractor should employ competent qualified full time engineer/supervisor to direct the work in accordance with drawings and specifications. The engineer/supervisor should be available at all times on the site to receive instructions in the day-today activities, throughout the duration of the contract. The foremen should co- relate the progress of the work in conjunction with all relevant requirements of the supply authorities.

x) The Contractor shall take all necessary practical measures to prevent the spread of dust and debris into the working area. Prior to commencement of any breaking, dismantling, or plaster removal work related to doors/walls, the Contractor shall provide and securely fix plastic sheets of adequate thickness and sufficient size to completely cover the entire door opening and adjoining area, so as to minimize dust propagation and protect adjacent finishes, furniture, and occupied spaces.

xi) The Contractor shall ensure that no materials, tools, tackles, debris, scaffolding, or any other obstruction are placed in or around fire exits, staircases, passageways, or emergency access routes at any time. The Contractor shall maintain clear and safe access throughout the execution of the work and shall arrange for daily housekeeping, including prompt removal and disposal of debris, surplus materials, and waste from the site.

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).

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 their form. 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.

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.

LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURER'S

(The Make Listed below Should Be First Approved by the Bank before use in Construction)

A) LIST OF MATERIALS FOR CIVIL WORKS:

The materials, accessories, fittings, etc. be used in the civil, Electrical, plumbing machinery, and lift installation work, shall be one of the following particular make or equivalent IS Make. The direction of selection of any particular make shall be rest with SBI.

Sr. No.	Description Of Materials	Brand / Manufacturer Name
1	Cement	Ultratech, Gujarat- Ambuja, Birla, Jaypee, Vasavdatta, A.C.C., Coromandel, L&T.
2	White / Colour Glazed Tiles (1 st quality)	Nitco, Kajaria, Johnson & Johnson, Bell, Somani, RAK, AGL./As approved
3	Ceramic Tiles/ Vitrified tiles	Nitco, Kajaria, Johnson & Johnson, Bell, Somani, RAK, AGL./As approved
4	Red Oxide	Asian paints, Shalimar, Nerolac/ Burger/ Indigo/ Jotun/ As approved.
5	Powder Distemper, Synthetic paint and O.B.D.	First quality paint of Asian paints, Shalimar/ Nerolac /Burger/ Indigo / Jotun / As approved.
6	Waterproof Cement Paint	First quality paint of Asian paints, Shalimar/ Nerolac /, Indigo/Jotun / snowcem/ Topecem/ Nitcocem / As approved.
7	Oil Paint	First quality paint of Asian paints, Shalimar/ Nerolac /Burger/ Indigo / Jotun / As approved.
8	Fully Acrylic Paint	First quality paint of Asian paints/Shalimar/ Nerolac /Berger/ Indigo / Jotun / As approved.
9	P.V.C. S.W.R. Grade Pipe	Ajay / Astral/Prince/Supreme/Finolex/As approved
10	P.V.C./C.P.V.C. /U.P.V.C. fittings	Ajay / Astral/Prince/Supreme/Finolex/As approved
11	AAC Blocks	Buildtech/ Siporex/Ultratech/ Citadel /As approved
12	G.I. pipe	Tata, Zenith, Surya, Siddhartha, GNT Gujarat steel tubes/As approved
13	G.I. fittings	Tata, Zenith, Surya, Siddhartha, GNT Gujarat steel tubes/As approved
14	Glass	Indo Asahi Glass/ MODI/ SAINT GOBAIN
15	Neeru	Ishan gold with IS mark

16	Mineral Fiber False Ceiling	Armstrong/India Gypsum/ As approved
17	Tapered Edge Gypsum Plain Board	India Gypsum/ As approved
18	ACP Panels	Aluco bond, ALU Décor, Alstrong, Alstone
19	Acrylic Sheets	Sanmati Acrylics, Acrylic Sheet India, Acry Plus
20	Veneer	Archid, Greenply, Century, Duro
21	Plywood	Archid Ply, Duro, Century, Greenply Ecotec
22	Wooden Flooring	Pergo, Xylox, Armstrong, Vista
23	Laminates	Archid, Aerolam, Greenlam, Century, Royal Touch
24	White Cement	Birla, JK Cement
25	Putty (Internal/ External)	Birla, JK White
26	Ready mix Concrete	Lafarge /Godrej/ Ultratech/As approved

B. LIST OF ITEMS FOR INTERIOR & OTHER CIVIL WORKS:

Sr. No	Description of materials	Manufacturer/Brand Name
1	Brick	Ghole Bricks of Metric System
2	Wood	First Class C.P. Teak Unless otherwise specified
3	Soft Wood	Kail Wood, Hollock
4	Bitumen	STO or any other ISI marked brand
5	External Paints	Asian, Berger, Nerolac, Shalimar, Indigo, Jotun
6	Steel Primer	Asian, Berger, Shalimar, ICI
7	Butt Hinges	ISI Marked Hinges
8	Galvanised Steel Sheets	Tata, Jindal, Hindalco or equivalent.
9	Galvalume Sheets	Trac, Kirby, Cril
10	C.I. Pipes and fittings	BIC, Hepco, Neco or equivalent
11	G.I. Pipes	GSI, Ambica, Zenith, Tata or equivalent.
12	Brass C.P. Fittings	L&K, K.B., Techno or Equivalent
13	GUN Metal Valves	Leader, Sant or Equivalent.
14	E.W.C. Seats	Commander, Patel or Equivalent.
15	Flushing system	RANK-A-1, JAMCO OR EQUIVALENT
16	Water Meter	Anand, Asahi, Kaycel, Kapstan or Equivalent
17	Asbestos cement Pipes	Locally available approved make fittings

18	Pigments	Tata/Shalimar.
19	Fire Fitting Sluice and NRV	Kirloskar/Kalpana
20	Cement Board/Partical	Bison Boards/Nowud boards
21	Mortice lock, Handle	Godrej/Doorset
22	Door Closer, Floor Springs	Everite/Doorking/Hardwyn
23	M.S / Brass Screws	Nattle fold
24	Mild Steel for Fabrication	Tata/Sail or equivalent
25	Ceramic floor Tiles (antiskid)	Kajaria/Somany/ H.R.Johnson/ Nitco/Simpolo
26	False Flooring	Unifloor /Flexi Access Floor/Armstrong
27	Laminates (1.00mm thk.)	Royale touch/Century / Green lam/ Archid
28	Veneer	Century / Durian /Green
29	Drawer Sliding Fittings	Earl Bihari (EBCO)/ Godrej/ Hettich/Heffle
30	Floor Spring / Door Closure	Godrej /Hardwyn /Hyper
31	Triple Computer monitor mount/stand arm	Vivo/ Dell/ HP
32	Texturized Interior Paint	Asian, Sandtex Matt/ Dulux/ Berger.
33	Readymade Computer Drawer	Ebco/ Hettich/ Blum
34	Glazing	Modi float Glass, Triveni Glass Ltd., Indo Asahi Glass Co.Ltd.
35	Fibre Mineral False Ceiling	Armstrong /Indian Gypsum Board/Gypro.
36	ACP Panels	Aluco bond/ ALU Décor/ Alstrong/Alstone
37	Acrylic Sheets	Sanmati Acrylics/Acrylic Sheet India/ Acry Plus
38	Vertical/Roller blinds	Vista/MAC/DACK

D) LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS

SR. No	Application	Product/Make
1	Rust cleaner for reinforcement	Krishna Conchem/ BASF/ Fosroc/ Sunanda/ Sika or equivalent.
2	Anti-corrosive Coating system for reinforcement	Protecting system for reinforcement Krishna Conchem/ BASF/ Fosroc/ Sunanda/ Sika or equivalent.
3	Non shrink additive and water proofing compound	Krishna Conchem/ BASF/ Fosroc/ Sunanda/ Sika or equivalent.
4	Corrosion Inhibitor	Krishna Conchem/ BASF/ Fosroc/ Sunanda/ Sika or equivalent.
5	Anchorage material for fixing rebars	Krishna Conchem/ BASF/ Fosroc/ Sunanda/ Sika or equivalent.
6	Injection Grouting to arrest porosity	Krishna Conchem/ BASF/ Fosroc/ Sunanda/ Sika or equivalent.

7	Bonding Agent for Concrete	Krishna Conchem/ ENAM/ Infinite option/ Sunanda/ BASF/ Sika/ Fosroc/ Rossary/ JSR or equivalent.
8	Polymer modified mortar repair for concrete	Krishna Conchem/ ENAM/ Infinite option/ Sunanda/ BASF/ Sika/ Fosroc/ Rossary or equivalent.
9	Micro-concrete	Krishna Conchem/ Sunanda/ Sika/ Fosroc/ Dr. Fixit or equivalent.
10	Steel (TOR/HCRM/CRS)	TATA/Zindal/Vizag or equivalent

Notes: -

- 1) Besides the above makes, Bank has the right to permit use of any equivalent brand / material matching the specified criteria / quality standards.
- 2) The contractor should obtain prior approval from BANK before placing order for any specific materials. BANK may / delete any of the makes or brands out of the above list.
- 3) All materials should conform to relevant standards and codes of BIS.
- 4) Materials with I.S.I. mark shall be used duly approved by the BANK.
- 5) If any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the BANK. The same will not be considered for payment.

PROFORMAS/TABLES OF VARIOUS TESTS, MATERIALS, PACT, GUARANTEES

Sr. No	Particulars	Nos
1.	Record of Cement/Received/Used/Balance.	Table I
2.	Proforma of Paint/Lead/CICO Register	Table II
3.	Proforma for Hindrance to Work	Table III
4.	Proforma for Running A/c. Bill	Table IV
5.	Format for Memorandum For Payment	Table V
6.	Format of Measurement Book	Table VI
7.	Format of Site Order Book	Table VII
8.	Format For Application By Contractor For Extension Of Time.	Table VIII
9.	Details of Insurance Policies	Table IX
10.	Prebid Query Form	Table X

TABLE-I

RECORD OF CEMENT RECEIVED / USED / BALANCE

S. No.	Cement stock in Bags	Cement received (Bags)	Total Cement received (Bags)	Source from which received	Description of work where cement is used	Number of cement bags consumed	Balance in stock	Signature of Contractor & BANK / (Bank's Representative (Periodical))
1	2	3	4	5	6	7	8	9

TABLE-II
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./Indent	Qty. Received	Progressive Total	Item of work for which issued with approx. qty. work done in case of paint only	Date of issues	Quantity issued	Qty. returned at the end of the day	Total issued	Delay Balance at hand	Contractors initials	Site Engineers initials	Signature of ARCHITECT / (Bank's Representative (Periodical))
1	2	3	4	5	6	7	8	9	10	11	12	13

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

TABLE-III

PROFORMA FOR HINDRANCE TO WORK

Name of Work :

Date of Start of work :

Name of Contractor :

Period of Completion :

Agreement No. :

Dt. of Completion of work:

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

TABLE IV

PROFORMA FOR RUNNING A/C BILL

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

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

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

- Note: 1. If part rate is allowed for any items, it should be indicated with reasons for allowing such a rate. _____
_____ Net Value since previous bill
2. If ad-hoc payment is made, it should be mentioned specifically.

CERTIFICATE

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

Signature and date of Contractor	Signature and date of Bank's (Seal)	Signature and date of Site Engineer Representative
-------------------------------------	---	---

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

TABLE - V

MEMORANDUM FOR PAYMENT

R/A BILL NO.

1.	Total value of work done since previous bill (A)	Rs. -----
2.	Total amount of secured advance due since Previous Bill (B)	Rs. -----
3.	Total amount due since Previous Bill (A+B) (C)	Rs. -----
4.	PVA on account of declaration in price of Steel, Cement and other materials and labor as detailed in separate statements enclosed.	Rs. -----
5.	Total amount due to the Contractor	Rs. -----
 <u>OBJECTIONS:</u>		
i)	Secured Advance paid in the previous R/A	Rs. -----
ii)	Retention money on value of works as per accepted tenders upto date amount Rs.	Rs. -----
	Less already recovered	Rs. -----
	Balance to be recovered	Rs. -----
iii)	Mobilization Advance, if any	
(a)	Outstanding amount (principal + interest) as on date	Rs. -----
(b)	To be recovered in this bill	Rs. -----

iii.	Any other Departmental materials cost to be recovered as per contract, if any	Rs. -----
iv.	Any other Departmental service Charges to be recovered if any, as per contract (water, power etc.) enclose statement.	Rs. -----
	Total Deduction as per contract (F)	Rs. -----
	Adjustments, if any ----- 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

<u>STATUTORY DEDUCTION:</u>		
i)	Total Amount due (E)	Rs. -----
ii)	Less I.T. Payable	Rs. -----
iii)	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

Table VI

FORMAT OF MEASUREMENT BOOK

1ST 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	Measurement No.L B D/H	Quantity	Remarks

Contractor

Bank's Engineer

Date of checking/Test checking

Date of checking/Test checking

Table VII

FORMAT OF SITE ORDER BOOK

Name of the work _____

Date of Commencement _____

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

Table VIII

Format for Application by Contractor for Extension of Time

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

Signature of Contractor

Table XI

DETAILS OF INSURANCE POLICIES

Type of policies	Name of Insurance	Amount Rs.	Policy No.	Validity
CAR policy including 3 rd 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.

Table X

Pre-bid Query Form

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

Mode of Measurements

DOORS

These shall be measured in the unit of Square Feet.

Doors: Clear area over one face inclusive of frame shall be measured. Hold fasts or portions embedded in masonry or flooring shall not be measured.

MATERIALS MINIMUM SPECIFICATIONS/ REQUIREMENTS

- 1) Material shall be of best approved quality obtaining and they shall comply with the respective Indian Standard Specification.
- 2) Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the Bank.
- 3) It shall be obligatory for the Contractor to furnish certificate, if deemed by the Banks, from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.
- 4) All materials supplied by the Employer / any other Specialist Firms shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of the work.
- 5) Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities" or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.
- 6) All equipment and facilities for carrying out field tests on materials shall be provided by the Contractor without any extra cost.

a) Cement:

Cement shall comply in every respect with the requirements of the latest publications of IS: 269 and unless otherwise specified ordinary Portland cement shall be used.

The weight of ordinary Portland cement shall be taken as 1440 kg. Per cu.m. (90 lbs.per c.ft.). Cement shall be measured by weight and in whole bags, and each undisturbed and sealed 50 kg. bag being considered equivalent to 35 liters (1.2 c.ft.) in volume care should be taken to see that each bag contains full quantity of cement. When part bag is required cement shall be taken by weight or measured in measuring boxes.

No other make of cement but that approved by the Banks will be allowed on works and the source of supply will not be changed without approval of Bank in writing. Test certificates to show that cement is fully complying the specifications shall be submitted to the Banks and notwithstanding this, the Bank may at his discretion, order that the cement brought on site and which he may consider damaged or of doubtful quality for any reason whatsoever, shall be re-tested in an approved testing laboratory and fresh certificates of its soundness shall be produced.

Cement ordered for re-testing shall not be used for any work pending results of re-test.

Cement shall be stored in weather-proof shed with raised wooden plank flooring to prevent deterioration by dampness or intrusion of foreign matter. It shall be stored in such a way as to allow the removal and use of cement in chronological order of receipt i.e., first received being used first used. Cement deteriorated and or clotted shall not be used on the work but shall be removed at once from the site. However, allowing use of warehouse set cement shall be determined by the Bank.

b) **Lime:** Lime shall comply in every respect with the requirements of IS: 712 and shall be made from approved line stone or kankar and properly burnt. It shall be free from excess of unburnt kankars or lime stone ashes or other extraneous materials and shall be stored in weather-proof sheds. Lime which has damaged by rain, moisture, or air slacking shall not be used but shall be removed from the site of work forthwith. Lime shall be slacked with fresh water and screened through appropriate screens and stored and used within 14 days provided it is protected from drying out.

Field tests according to IS: 1624 shall be carried out from time to time to determine the quality of lime.

c) **River Sand:**

River sand shall confirm to IS: 383 and relevant portion of IS: 515. It shall pass through pass through a I.S. sieve 4.75 mm. (3/16 B.S.) test sieve, leaving a residue not more than 5%. It shall be from natural source i.e. only river or crushed stone screenings, if allowed, chemically clean, sharp, hard durable, well graded and free from dust, pebbles, clay, shale, salt, organic matter, loam, mica or other deleterious matter. The sum percentages of all deleterious substances to acceptable limits. River sand shall not contain any trace of salt and it shall be tested and river sand containing any trace of salt shall be rejected.

The fine aggregate i.e. river sand for concrete shall be graded within limits as specified in IS: 383 and the fineness Modules may range between 2.60 to 3.20.

The fine aggregate shall be stacked carefully on a clean hard dry surface so that it will not get mixed up with deleterious foreign materials. If such a surface is not available a platform of planks or corrugated iron sheets or brick floor or a thin layer of lean concrete shall be prepared.

d) **Fine & Coarse Aggregate:**

Shall consist of crushed or broken stone 95% of which shall be retained on 4.75 mm. IS tests sieve. It shall be obtained on crushing Granite, Quartzite, Trap, Basalt, or similar approved stones from approved quarry and shall confirm to IS: 383 and IS 515. Fine & Coarse aggregate shall be chemically inert when mixed with cement and shall be cubical in shape and be free soft, friable, thin, porous, laminated or flaky pieces. It shall be free from dust and any other foreign matter.

Gravel / Shingle of desired grading may be permitted as a substitute in part or full in plain cement concrete if the Bank is otherwise satisfied about the quality of aggregate. For all the R.C.C. works the size of coarse aggregate shall be 20 to 25 mm. and fine aggregate shall be 10 to 15 mm.

e) **Reinforcement:**

Reinforcement shall be of mild steel tested quality confirming to I.S.: 432-1966 and any other I.S. applicable or deformed bar confirming to IS: 1786 and IS: 1139 or hard drawn Fe 415 (Tor Steel) steel wire fabric confirming to IS: 1566; 1967.

All finished bars shall be free from cracks, surface flaws, and laminations, jagged and imperfect edges.

f) Bricks :

Bricks shall generally comply with IS:1077 except in size which shall be classified as 1st and 2nd class. 1st class bricks shall be the best quality locally available table moulded, well burnt but not over burnt, have plain rectangular faces with parallel sides and sharp right-angled edges, have a fine compact and uniform texture. The bricks shall be free from cracks, chips, flaws, stones or subsequent to soaking in water. It shall emit a clear ringing sound on being struck and shall not absorb water more than 20% by weight. Common building bricks shall have a compressive strength of 35 kg. / sqm unless otherwise specified for first class bricks.

g) Neeru:

Shall be made of Class "C" Lime (i.e. pre-fat lime) as mentioned in IS: 712. It shall be slaked with fresh water then sifted and reduced to a thick paste by grinding in a mill. Neeru thus prepared shall be kept moist until used and no more than that can be consumed in 15 days shall be prepared at time.

h) Surkhi :

Shall be made by grinding well burnt bricks, brick bats, burnt clay balls, etc., the brick etc., to be used shall be prepared from selected clay. The quality shall confirm to IS: 1344.

Bricks bats, etc., shall be ground in mechanical disintegrator to a fine powder passing through IS Sieve No. 9 (2.36 mm.) with a residue not exceeding 10% by weight.

Surkhi for lime surkhi plaster shall be ground to fine powder in a mortar mill to pass through IS Sieve 150 micron (No. 100).

Surkhi shall be stored in a weather-proof shed on a brick paved platform.

i) Water :

Water for mixing cement / lime / surkhi mortar or concrete shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil, acid and injurious alkali, salts, organic matter and other deleterious materials which will either weaken the mortar or concrete or cause efflorescence or attack the steel in reinforced cement concrete. Water shall be obtained from sources approved by the Bank. Potable water is generally considered satisfactory for mixing and curing concrete, mortar masonry, etc., where water other than main source is used this shall be tested in an approved testing laboratory to establish its suitability. All charges connected therewith shall be borne by the Contractor.

j) Paints :

Lime wash, dry distemper, oil bound distemper cement primer, oil paint, enamel paint, flat oil paint, plastic emulsion paint, anti-corrosive primer, red lead, water-proof cement paint and exterior grade Acrylic Emulsion paint, cement paint, sand-tex matt shall be from an approved manufacturer and shall conform to the latest Indian Standard for various paints. Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer.

WORKMANSHIP

PLASTERING Scaffolding:

Scaffolding for carrying out plastering work shall be double steel scaffolding having two sets of vertical supports so that the scaffolding is independent of the walls.

Preparation of surface:

All put log holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10 mm. if not raked out while constructing brick masonry work and concrete surface hacked to provide the grip to the plaster, if not hacked earlier projecting burns of mortar formed due to gaps at joints in shuttering shall be removed. The surface shall be scrubbed clean with wire brush / coir brush to removed dirt, dust etc., and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc., and shall be kept wet for a minimum of six hours before application of plaster.

Sand-faced Plaster:

The surface shall be prepared as above.

The coat of cement mortar in proportion of 1:4 or as specified, shall be applied uniformly all over the surface to a thickness of 12 mm. and finished true to level and line and keys shall formed on the surface. The surface shall be kept moist till the finishing coat is applied.

The finishing coat shall be applied a day or two after. The proportion of mortar for finishing coat shall be one part of cement and three parts of selected, well graded and washed sand, or as specified under item and it shall be applied in a uniform thickness of 6 mm. (1/4").

The surface shall be tapped to uniform grained texture by using sponge pads as directed. Curing shall start after 24 hours and the surface kept wet for seven days.

PAINTING General:

Wherever scaffolding is necessary, it shall be double scaffolding.

The surface shall be thoroughly brushed free from mortar droppings and foreign matter. All steel work shall be cleaned of loose rust, mill scales etc. so as to expose the original surface. All broken edges, cracks, loose plaster and wavy surface shall be brought up either by patch plaster work or by plaster of paris.

All materials viz., dry distemper, oil bound distemper, oil paint, flat oil paint, synthetic enamel paint, plastic emulsion paint, cement primer, red lead and other primers and metallic paints shall conform to respective I.S. specifications and shall be obtained from approved manufactures. All paints shall be brought on site in sealed thins in ready mixed form and shall be applied direct with the addition of thinner, if recommended by the manufacturers.

White Washing:

White was shall be prepared from lime slaked on spot, mixed and stirred with sufficient water to make a thin cream. This shall be allowed to stand for 24 hours and shall be screened through clean cloth.

Four kg. gum dissolved in hot water shall be added to each cubic meter of the cream (115 gm. per cft.).

Blue shall be added to give required whiteness. The approximate quantity of water to be added in making cream shall be five liters per kg. of lime.

White wash shall be applied in specified coats by using flat brushes or spray pumps. Each coat shall be allowed to dry before next coat is applied. If additional coats than what have been specified, are necessary to obtain uniform and smooth finish, it shall be given at no extra cost. The finished dry surface shall not show any signs of cracking and peeling nor shall it come off readily on the hand when rubbed.

If directed by the Banks one coat of chalk and glue shall be applied before application of white / colour wash at no extra cost.

Colour Wash:

Colour wash shall be prepared by adding mineral colours not affected by lime to white wash. No colour wash shall be done until a sample of the colour wash to the required tint or shade has been got approved from the Banks.

Colour wash shall be applied as specified under white wash.

Dry Distemper:

Shade shall be got approved from the Banks before application of distemper.

The surface shall be prepared as specified earlier. A primer coat using approved primer or sizing shall be applied. Distemper prepared as per manufacturer's directions shall be applied and each coat shall be allowed to dry before subsequent coat is applied. The finished surface shall be free from chalking when rubbed, even uniform and shall show not brush marks. If additional coats are necessary, they shall be given at no extra cost.

Oil Bound Distemper:

The surface shall be prepared as specified above. A primer coat of either cement primer or any approved distemper primer shall be applied.

After the primer coat has dried, the surface shall be lightly sand papered and dusted to make to smooth to receive distemper.

Distemper shall be prepared as per the directions of the manufacturer and conforming to shade approved. It shall be applied in specified coats, taking care to allow for drying of each coat before subsequent coats are applied.

Water-proof Cement Paint / Sand-tex matt Paint:

The surface shall be prepared as specified above and thoroughly wetted with clean water before water-proof cement paint is applied.

The paint shall be prepared strictly as per manufacturers specifications and in such quantities as can be used up in an hour of its mixing, as otherwise the mixture will set and thicken, affecting flow and finish.

The paint thus prepared shall be applied on clean and wetted surface with brush or spraying machine. The solution shall be kept stirred during the period of application. It shall be applied on the surface which is on the shady side of the building so that the direct heat of the sun on the surface is avoided. The completed surface shall be watered after the days work. Number of coats shall be s specified in the item.

Painting – Oil / Enamel / Plastic Emulsion etc.:

Ready mixed oil paint, flat oil paint, plastic emulsion paint, ready mixed synthetic enamel paint, etc., shall be brought in original containers and in sealed tins. If for any reason thinner is necessary, the brand and quantity of thinner recommended by the manufacturer or as instructed by the Bank shall be used. The surface shall be prepared as specified above and a coat of approved primer shall be applied. After 24 hours drying approved or specified quality paint shall be applied evenly and smoothly. A filler putty coating may be given to give a smooth finish. Each coat shall be allowed to dry out thoroughly and then lightly rubbed down with sand paper and cleaned of dust before the next coat is applied. Number of coats shall be as specified in the item and if the finish of the surface is not uniform, additional coats as required shall be applied to get good and uniform finish at no extra cost. After completion no hair marks from the brush or clogging of paint puddles in the corners of panels, angles or mouldings etc., shall be left on the work. The glass panes, floor etc. shall be cleaned of stains.

When the final coat is applied, if directed, the surface shall be rolled with a roller or if directed, it shall be stippled with a stippling brush.

Dry Rubble Pitching:

The pitching shall consist of large stones, regular in shape, as far as possible, and no stone shall be less than 20 cm. x 20 cm. on face and depth shall be s specified in the item. The edges of the stone shall be dressed even and regular by hammer and shall be laid regularly and evenly braking joint as much as possible and shall be beaten down with heavy hammer so as to be embedded into the earth. The interstices between the stones shall be carefully filled in with stone chips, closely and firmly packed and well driven with hammer. Loose stone in packing shall on no account be allowed. The entire surface shall be thoroughly rammed, set in place and made compact with a log hammer so that the surface of entire pitching when completed shall be flat and even.

Water Bound Macadam:

6 cm. to 7.5 cm. size hand broken metal shall be spread over the prepared base to a thickness of 12 cm. The metal layer shall then be rolled and compacted by an 8 to 10-ton power roller. The thickness of the compacted layer after completing all the operations described below shall not be less than 7.5 cm.

Rolling shall start from edge of road and proceed towards the crown in longitudinal strips overlapping on successive strips by at least one half the width of the rear wheel of the roller. The operation shall continue till no visible settlement of the metal or movement under the roller is observed. The gradient and camber shall be checked from time to time by means of level stakes, strings camber board etc. Any depression or hump shall be corrected by removing completely the metal layer there at and rolling the same satisfactorily till refusal.

After the dry rolling is completed either murum or stone dust, grit or sand shall be spread. Moderate sprinkling of water and rolling shall be continued and stone dust shall again be spread if required till all voids are completely filled and movement of metal under the wheel ceases. If there is excess powder the same shall be removed by light brooming. The surface shall be checked for camber etc. The unevenness or undulations shall be rectified as required. The whole surface shall be then watered and extra powder added if required, brushed and rolled to obtain mosaic surface. This surface shall be maintained till an upper layer is laid.

The rate of spreading either hard core or earth shall not be less than 0.3 cum. to 0.35 cum. per 10 sqm. area. The first layer of either murum / stone / grit / sand shall not be spread over a wet or watered metal layer.

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.