



TENDER ID : KOL-RKS-2021-10-002

DATE: 11.10.2021

STATE BANK OF INDIA

**PREMISES & ESTATE DEPARTMENT
ENGINEERING SECTION
LOCAL HEAD OFFICE, KOLKATA
SAMRIDDDHI BHAVAN, BLOCK B, 9TH FLOOR,
1, STRAND ROAD, KOLKATA – 700 001, WEST BENGAL**

SBI INVITE TENDERS

FOR

**CIVIL WORKS FOR GTFC & RENOVATION OF
TOILET & PANTRY OF 6TH FLOOR, BLOCK-A
SAMRIDHDHI BHAWAN, 1, STRAND ROAD, KOLKATA – 700 001**

The Bank's Empanelled Contractors under the following category **only** are eligible to apply

CIVIL/STRUCTURAL WORKS– Category 1(b) & above (SBI/LHO/KOLKATA/2017)

Last Date & Time for submission of e-Tender: 22/10/2021. till 2:30 PM

Opening of e-Tender: 3.45PM on 22/10/2021

Tender Submitted By:

Name of Contractor:

Address:

GSTIN: **Date:**

Note:

1. The bidders should possess valid Digital Signature Certificate (DSC) to participate in the e-Tendering.
2. The successful bidder shall have to ensure, without any extra cost, meticulous compliance of protocols laid down by the Govt. with regard to COVID-19 during execution at site.

**PREMISES & ESTATE DEPARTMENT
ENGINEERING SECTION
LOCAL HEAD OFFICE, KOLKATA
SAMRIDDHI BHAVAN, BLOCK B, 9TH FLOOR,
1, STRAND ROAD, KOLKATA – 700 001, WEST BENGAL**

Sir,

SBI invites application cum sealed tender (ON ITEM RATE BASIS) from the empanelled contractors under **Category-1 (b) & above of SBI, LHO Kolkata**, for the **Civil Work for GTFC With renovation of Toilet & pantry of 3RD floor of Block A, Samriddhi Bhavan**. The other details are as under:

SI.	Description-1	Description-2
1	Name & Location of work	CIVIL WORK FOR GTFC WITH RENOVATION OF TOILET & PANTRY OF 6TH FLOOR OF BLOCK -A, SAMRIDDHI BHAVAN.
2	Time allowed for completion	30 days including Sundays and holidays
3	Last date and time of submission of tender	2.30 PM on or before 22/10/2021
4	Date & Time of opening of bid	3.45 PM on 22/10/2021
5	Address of available, submission of Tender Document.	The Assistant General Manager, (Civil), Local Head Office, Block-B, 9thFloor, SamriddhiBhawan, Kolkata-700001
6	EMD	Exempted i.e, not to be submitted. However vendor have to submit signed copy of " Bid Security Declaration " accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the next six month from participating in any tender issued by SBI LHO Kolkata
7	Defective liability period	12 months from the date of virtual completion of work
8	Validity of offer	3 months from the date of opening of price bid
9	Liquated Damages	0.5% per week subject to a maximum of 5% of contract value
10	Approximate Estimated cost of the project.	Rs. 21,72,977 + GST As Appl
11	Initial Security Deposit (ISD)	Exempted
12	Total Security Deposit (TSD) in the form of Retention Money (RM)	3 % of the Final Certified Bill Value
13	Availability of Tender Documents	Tender documents are to be downloaded from the Bank's website (www.sbi.co.in) or SBI e-Tender Portal www.tenderwizard.in/SBIETENDER
14	For e-Tender related queries	Service provider: M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3RD Stage, 3RD Block, Bangalore – 560079, Karnataka. Ph.: 080-49352000 / 40482000 Fax: 080-49352034 Help Desk: 9073677150 / 9073677151 / 9073677152 / 033 4604 6611

		<p>Contact Persons: (On working days 9 AM to 6 PM)</p> <p>1. Mr.Kushal Bose Mobile No.: +91 7686913157 e-Mail: kushal.b@antaressystems.com</p> <p>2. Mr. Siddhartha Mondal Mobile No.: +91 9674758723 e-Mail: siddharthasundar.m@antaressystems.com</p>
15	Value of Interim Certificate	No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances.
16	Deduction of Income Tax and GST	<p>A) TDS on Income Tax/GST will be deducted at source as per Govt. Guidelines.</p> <p>B) The contractor should comply with the following;</p> <p>i. Contractor should have GST Registration Number</p> <p>ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision</p> <p>iii. 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.</p>
17	For any details, please contact	<p>The Assistant General Manager (Civil Engg.) State Bank of India Premises & Estate Department, Engg. Section, Local Head Office, Kolkata, "SamridhhiBhavan", Block B, 9th Floor, 1, Strand Road, Kolkata – 700 001. Contact No.: 033 – 2243 6677 e-Mail ID: agmcivil.lhokol@sbi.co.in</p>
18	Documents Required to be submitted with Technical Bid at SBI Circle Office	<p>1. Bid Security Declaration</p> <p>2. Process Compliance Statement as per <i>Annexure I</i> of NIT</p> <p>3. Page No. 1 of NIT (<i>Filled up & signed by the Contractor</i>)</p>
18	Corrigendum	Corrigenda, if any, is to be followed as published in www.tenderwizard.in/SBIETENDER portal only.
20	Any additional Information	The estimated rates as per the Break-up Of Quantities (BOQ) uploaded in this tender are inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes & charges , cost of the insurances as specified in the tender, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. However, GST on work contract will be extra as applicable.

We strongly recommend the contractor to study the site condition & work scope of renovation work of above Branch before submitting the quotation. The work shall be strictly executed as per the Bank's uniform lay out, colour scheme & elevation of Branches. Material shall be approved by SBI before use. State Bank of India, Kolkata Circle has the right to accept / reject any / all quotation without assigning any reason. Please note that necessary provision for fixing of AC Loovers and Grills / Return Grill for central ducting Air Conditioners are to be made by the contractor without any extra cost.

Sd/-
Assistant General Manager (Civil Engg.)
SBI, P&E Deptt., Engg. Section, LHO Kolkata.

IMPORTANT NOTES

(a)	All contractors who are empanelled with SBI Kolkata Circle in the specific category are only eligible for the above-mentioned work.
(b)	Any abnormal increase from the quoted price / cost will not be accepted.
(c)	The Bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
(d)	<p>Sealed Tenders are invited from the Bank's Empanelled Contractors in Category 1 b & above (<i>work value up to Rs 10 Lakh for Civil/Structural Works & above</i>) in two parts, i.e., Part – I (Technical Bid + BID SECURITY DECLARATION), to be submitted offline in a sealed envelope, and, Part – II (Online Price Bid) separately. Electronically Sealed Price Bid is to be submitted online through the following portal: www.tenderwizard.in/SBIETENDER</p> <p style="text-align: center;">** Price Bid shall not be accepted offline. Price Bid can be submitted through online mode only **</p> <p>(a) Part – I (Technical Bid + “BID SECURITY DECLARATION”): Technical Bid will be available online for downloading of documents in the portal as stated above and is to be submitted offline along with the requisite “BID SECURITY DECLARATION” to the address as mentioned earlier.</p> <p>(b) Part – II (Online Price Bid): This shall contain the Electronic format of Price Bid. No condition / stipulation in this part other than unconditional general rebate shall be accepted. Part – II (Online Price Bid) of only that bidder will be opened who would qualify in the Technical Bid. The contractors can view the Tender Opening Details through their respective log-in IDs on the above-mentioned e-Tendering Portal (Website).</p>
(e)	The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.
(f)	In case the date of opening of tenders is declared as a holiday / lock-down, the tenders will be opened on the next working day at the same time. Again, corrigenda, if any, are to be followed from https://www.tenderwizard.com/SBIETENDER.
(g)	No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the Price Bid.
(h)	Tenders received without “BID SECURITY DECLARATION” shall be summarily rejected, and such tenders shall not be allowed to participate in the online price bidding process.
(j)	SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.
(k)	Rates furnished in the Online Price Bid are inclusive of all costs, carriage, allowances, taxes & levies, etc., but excludes GST. However, GST will be paid extra by the Bank on production of GST Registration document and on claim as per prevailing rate.
(l)	The intending bidders are to quote their offers item wise in all the items of price bid. If vendor fails to quote their price in any of the items of price bid , the price quoted by the vendor will be assumed as “Zero”. Vendor will be bound to execute the work of the item & the work value of that item will be zero.
(m)	Contractors shall provide all labour and materials, tool and tackles including necessary scaffolding for proper execution of the work including curing etc.

(n)	3% of the value of the executed work will be retained as Security Deposit and will be refunded on satisfactory completion of free maintenance period, i.e., 12 (twelve) months from the date of completion of work. No interest shall be payable.
(o)	Quoted rates of all the items shall be inclusive of providing necessary arrangements for satisfactory protection of furniture / flooring / electrical fittings / Bank's any other property during execution of the work.
(p)	Quoted rates of all the items Cost shall be inclusive of cost for disposing debris and any other unserviceable materials as per direction and inconformity with the Local or any other authority (s) rules.
(q)	Quoted rates of all the items shall be inclusive of cleaning of floors, making good to damaged floor, ceiling, walls, etc., after completion of work.
(r)	In case of any poor quality of work or substandard materials used for the purpose, shall be replaced as per instructions without any extra cost.

Notes:-

- ✓ **Conditional tenders shall be summarily rejected.**
- ✓ **SBI reserve their rights to accept or reject any or all the tenders, either in part or whole without assigning any reason(s)for doing so and no claim/correspondence shall be entertained in this regard.**
- ✓ **Quantities are tentative and can increase or decrease the quantities of any item and contractor have to execute the same at the quoted rates.**
- ✓ **If lowest bidder quoted excessive low rates, then the bidder should submit Demand Draft or BG from any schedule Bank other than State Bank of equal amount quoted for the said tender.**
- ✓ **The application forms must be submitted in a prescribed format as laid down in the enclosed Annexures. Hard Copy of the Technical bid should be submitted in sealed covers named as Technical bid (offline) super scribed with the legend "CIVIL WORK FOR RENOVATION OF TOILET& PANTRY OF 6th FLOOR OF BLOCK A, SAMRIDDHI BHAVAN." To:**

Assistant General Manager (P&E),
State Bank of India, Local Head Office, SamriddhiBhavan, Block "B", 9th Floor,
1, Stand Road, Kolkata – 700 001.
- ✓ **The Price bid should be submitted in online mode only as prescribed format given in our Service Provider's portal www.tenderwizard.in/SBIETENDER.**

Yours Faithfully,

Sd/-

Assistant General Manager (Civil Engg.)
SBI, P&E Deptt., Engg. Section, LHO Kolkata.

PROCESS COMPLIANCE STATEMENT (ANNEXURE D)

(The bidders are required to print this on their company's letter head and sign, stamp and submit with technical Bid)

To,

M/s. Antares Systems Limited

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE E-TENDER OF CIVIL WORK FOR RENOVATION OF TOILET & PANTRY OF 3RD FLOOR OF BLOCK A, SAMRIDDI BHAVAN.

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document
This letter is to confirm that:

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

With regards

Date:

Signature with company seal Name: Company / Organization:

Designation within Company / Organization:

Address of Company/Organization:

FORM OF TENDER

To

Assistant General Manager (Civil Engg.)
SBI, P&E Deptt., Engg. Section, LHO Kolkata

Dear Sir,

SUB: CIVIL WORK FOR RENOVATION OF TOILET& PANTRY OF 3RD FLOOR OF BLOCK A, SAMRIDDHI BHAVAN.

1. I/We refer to the tender notice issued by the bank for above work. In connection with the above.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, and bill of quantities at the respective rates quoted in the bill of quantities.
3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions.

Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to

- a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto.
 - b) Complete the works within **30** days from issuance of work order.
4. We have submitted our **Bid Security Declaration**" accepting that if we withdraw or modify our bids during period of validity etc., we will be **suspended for the next six month** from participating in any tender issued by SBI LHO Kolkata:
5. We also declare that SBI may take any official actions ,
- i) If our offer is withdrawn within the validity period of acceptance.

Or

- ii) If the Contract is not executed within 10 days from the date of receipt

Or

- iii) If the work is not commenced within 15 days after issue of work order or handing over of site whichever is later.

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

6. Name of Partners/Directors of our Firm :

i)

ii)

iii)

Yours faithfully

Signature:

Designation:

Name of Partner/Director of the firm authorized to Sign or Name of person having power of attorney to sign the contract

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

Signature and address of witness

a) Signature:

Name:

Address:

b) Signature:

Name:

Address:

Sealed Tenders are invited by SBI for the **CIVIL WORK FOR RENOVATION OF TOILET& PANTRY OF 3RD FLOOR OF BLOCK A, SAMRIDDHI BHAVAN**

Site and its location

The above mentioned work is to be carried out at **TOILET & PANTRY OF 3RD FLOOR OF BLOCK A, SAMRIDDHI BHAVAN , 1 ,STRAND ROAD , KOLKATA – 700 001**

Tender documents

The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner. *) **Instructions to tenderers**, *) **General conditions of Contract**, *) **Special conditions of Contract**, *) **Additional Specifications, Drawings**, *) **Price bid**

***** IMPORTANT NOTE :
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) General Terms & conditions of contract
c) Instructions to Tenderers
d) Drawings
e) Special conditions of contract
f) Technical specification

The tender documents are not transferable.

Site Visit:

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

Earnest Money:

EMD is **exempted**.

However vendor have to submit signed copy of "**Bid Security Declaration**" accepting that if they withdraw or modify their bids during period of validity etc., they will be **suspended for the next six month** from participating in any tender issued by SBI LHO Kolkata

5.0 Initial/ Security Deposit:

Exempted

Security Deposit:

3% of the Final Certified Bill Value

Bid clarification for abnormally low rated items :

An Abnormally Low Bid is one in which the bid price, in combinations with other contents of the Bid', appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price, SBI may in such cases seek written clarifications from the bidder, including detailed Price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, SBI determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, SBI may reject the bid/ proposal.

7.0 Signing of contract Documents:

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered in to or not.

8.0 Completion Period:

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of 30 days from the date of award of work.

9.0 Validity of tender:

1. Tenders shall remain valid and open for acceptance for a period of **90 days** from the date of online bid submission . If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not accurate, **SBI / Competent Authority has the right to accept/reject any/all tenders without assigning any reasons whatsoever.**

DECLARATION

I/We have understood all the above conditions. If I/We fail to start/ or execute work within the stipulated period of time, our Security deposit will be forfeited.

Place:

Date:

Signature of Contractor

C.INSTRUCTIONS TO THE TENDERERS

While quoting for each item of work, the tender should consider for the following, irrespective whether it has been mentioned or not in the description of the item without any extra claim/payment:

1. All paper connected with the tender, including these instruction, schedule of items, technical specification, drawing etc should be signed & returned by the tenderer to the bank while submitting the tenders. Incomplete tenders are liable for rejection.
2. No alteration shall be made on the tender documents including schedule of items by the tenderers. Any discrepancy noticed in the tender documents shall be brought to the notice of the concerned official of the bank & any returned instructions received from the bank as reply will be deemed to have been incorporated herein
3. The tender should quote his rates for all items of the tender schedule. Amount for all the items will be shown automatically after putting the rates in Price bid form. Vendors are requested to verify whether shown amount of all the items are same will their manual calculation after multiplication with rate & quantities. In case of any discrepancy , same is to be brought to notice to the concern officials of SBI.
4. Vendors need to verify their quoted amount before the final submission of online bids. **No advice for any change in rate or conditions after the opening of the tender will be entertained.**
5. Rate quoted should be for specified brand only. Contractor cannot be permitted for use of non-specified brand. If specified brand is not available, equivalent brand can be used as per permission of bank's engineer. **For civil & interior work, specification of CPWD shall be followed if there is any doubt about specification of the work given in the tender.**
6. Incomplete tender, conditional tenders, tender received after prescribed time & date through courier/post or by hand, tenders not confirming to the terms & conditions prescribed in the tender documents shall be rejected.
7. Vendors need to submit the technical bid in hard copy & price bid in online mode only. The decision of Bank shall be final and binding on contract. No correspondence shall be entertained by Bank.

- | |
|---|
| <p>8. <u>CAUTION NOTE: Please note that if the contractors quote abnormally low / erratic rates,</u> SBI may in such cases seek written clarifications from the bidder, including detailed Price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, SBI determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, SBI may reject the bid/ proposal</p> |
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9. The work has to carry out strictly according to the conditions stipulated in tender consisting the following documents & most workmen like manner.

- a) **Notice Inviting Tender** b) **General conditions of contract** c) **Instructions to tenderer**
- d) **Technical Specification** e) **Special Conditions of Contract** f) **Drawings**

DECLARATION

We confirm that we are submitting our tender duly filed in & rates have been quoted after thorough study of site conditions & above stated contract documents issued by the bank. I/we hereby accord our unqualified consent & agreement to the said conditions. .

Signature of Contractor _____ Place : _____
Date : _____

E.SPECIAL CONDITION OF CONTRACT

1. **Setting out the work:** a)The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the consultant/ Bank's Engineer before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the consultant/ Bank's Engineer the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.
b) The dimension provided in the schedule as well as in the drawing are likely to vary slightly according to the size & space available in the Premise Area where they are to be provided or placed, Bank have the right to slightly modified the dimensions of the items to suit the site & no claim therefore shall be made by the contractor.
2. **Protection of works and property:** The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.
3. **Inspection of Work:** The Bank's Engineer/Consultant or their representatives shall at all reasonable time 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 for inspection and examination and test of the materials and workmanship.

4. **Quality of Materials, Workmanship & Test:** All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank's Engineer/Consultant instructions and shall be subject from time to time to such tests as the Bank's Engineer/Consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of the work before/after incorporation in the work for testing as may be selected and required by the Architect/Consultant.

5. **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.

6. **Works to be measured:** The Bank's Engineer/Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the them in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. 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 authorized extra work, omissions and all variations made shall be included in such measurements.

7. **Variations**
No alteration, omission or variation ordered in writing by the Employer shall vitiate the contract. In case the Employer thinks proper at any time 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 Employer shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration 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 Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer and the same shall be added to or deducted from the contract value, as the case may be.

>>>Valuation of Variations

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

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

8. Virtual Completion Certificate (VCC)

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

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

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI and not incorporated in the permanent works.

c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the Employer and shall clear, level and dress, compact the site as required by the Employer.

d) Shall put the Employer in undisputed custody and possession of the site and all land allotted by the Employer.

e) Shall hand over the work in a peaceful manner to the Employer.

f) All defects/imperfections have been attended and rectified as pointed out by the Employer to the full satisfaction of Employer.

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

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

9. Insurance of Works :

Contractor will have to obtain the following insurance covers for the full tenure of the work to cover risks detailed in the following pares/clauses:

- i) Contractor's All Risk Policy including third party compensation as detailed below.
- ii) Workmen Compensation Policy

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the Employer and the contractor against all loss or 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 Employer and contractor are covered for the period stipulated in clause 28 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the

contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause. a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value. b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things. c) Such insurance shall be effected with an insurer and in terms approved by the Employer which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Employer the policy of insurance and the receipts for payment of the current premiums d) Submitted original “ Contractor’s All Risk Insurance Policy ” and “ Workmen’s Compensation (General) Policy ” made by contractor’s own cost .

10. **Damage to persons and property:** The contractor shall, except if and so far as the contract provides otherwise indemnify the Employer 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 Employer 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 Employer, their agents, employees or other contractors not being employed by the contractor 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 Employer , their employees, or agents or other employees, or agents or other contractors for the damage or injury.

11. **Accident or Injury to Workmen :**

- i. The Employer 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 Employer or their agents, or employees. The contractor shall indemnify and keep indemnified Employer 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

- ii. Insurance against accidents etc to workmen: The contractor shall insure against such liability with an insurer approved by the Employer during the whole of the time any person employed by him on the works and shall, when required, produce to the Employer 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 insure 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 Employer is indemnified under the policy but the contractor shall require such subcontractor to produce to the Employer when required such policy of insurance and the receipt for the payment of the current premium.
- iii. 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 Employer 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 Employer as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.
- iv. Without prejudice to the other rights of the Employer 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 Employer 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.

12. Extension of Time

If, in the opinion of the Employer, the work be delayed for reasons beyond the control of the contractor, Bank to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the Employer in writing immediately and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. 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 Employer the provision of liquidated damages shall become applicable.

13. **Water Supply** The contractor shall make his arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions: i) That the water used by the contractor shall be fit for construction purpose to satisfaction of the Architect/consultant. ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect/consultant is unsatisfactory. iii) The contractor shall construct temporary well /tube in SBI land for taking water for construction purpose only after obtaining permission in writing from the SBI. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to his original condition after well are dismantled on the completion of work or hand over the well to the SBI without any compensation as directed by the Architect /consultant.

14. **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 too included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

15. **Government and Local Rules:** The Contractor shall conform to the provisions of all local byelaws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by the said Act, Rules, Regulations and byelaws etc. and pay fees payable to such authority/ authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all action arising from such claims of liabilities.

16. **Safety Measures at Site :**

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.

1. First Aid Box should be kept at site with all requisite materials.
2. No one should be allowed to inspect / work at a height without Safety Belt.

3. 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 labour 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).
4. 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.
5. 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.
6. 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.
7. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30cms.
8. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
9. 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.

10. Before any demolition work is commenced and also during the process of the work : a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected; b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged. c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe. d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned. e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles. f) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles. g) Those engaged in welding works shall be provided with Welder's protective eye-shields. h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

11. 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.

12. 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.

- v. **Bill Submission Format:** The bill shall be as per tender specification as detailed below along with Detail Measurement Sheet. Bill will not be accepted if detail calculation sheet of the quantity executed at site is not being attached. If required then the contractor may be ask to submit the Manufacturing certificate in due course of bill checking period

S n	Description	Unit	Ted rate	Ten qty	Act qty (L/B/D)	Ted amount	Act amount

Declaration

I/We hereby declare that I/We have read the above terms and conditions /instructions carefully and fully understood and will abide by the same.

Signature of the vendor with seal

Place :

Date: