



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

***NOTICE INVITING TENDER***

**For:**

**“Supply, Installation, Testing and Commissioning (SITC) of Fire Alarm System & Public Address System at 5th Floor, A & B Wing of SBI GITC, CBD Belapur, Navi Mumbai”**

***Technical Bid***  
**(Part-1)**

**RFP No.**

**SBI/GITC/ESTATE/2024/2023/1173**

**Tender Submitted By:**

Name of Vendor : \_\_\_\_\_

Address of Vendor : \_\_\_\_\_

GSTN No. of Vendor : \_\_\_\_\_

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

## INDEX

Sr. No.	DESCRIPTION	PAGE NO.
1.	INDEX OF TENDER DOCUMENT	02
2.	NOTICE INVITING TENDER	03
3.	INFORMATION & INSTRUCTIONS FOR BIDDERS FOR E-BIDDING	07
4.	SAMPLE BUSINESS RULE DOCUMENT & PROCESS COMPLIANCE STATEMENT	18
5.	LETTER OF TRANSMITTAL AND UNDERTAKING	23
6.	GENERAL CONDITIONS OF CONTRACT (GCC)	27-49
7.	SPECIAL CONDITIONS OF CONTRACT (SCC)	50-60
8.	ARTICLES OF AGREEMENT	61-64
9.	ANNEXURE	65-73
10.	SCOPE AND TECHNICAL SPECIFICATIONS FOR FIRE ALARM & FIGHTING SYSTEM	73-77
11.	SPECIAL INSTRUTION TO THE CONTRACTORS	77
12.	Letter of Declaration	78-79

## NOTICE INVITING E- TENDER

State Bank of India, GITC, CBD Belapur, Navi Mumbai are invited e-Tenders on behalf of State Bank of India, GITC, CBD Belapur for “**Supply Installation, Testing and Commissioning (SITC) of Fire Alarm System and Public Address System at 5th Floor, A & B-Wing, SBI GITC, CBD Belapur, Navi Mumbai.**”

**From the SBI Empaneled contractors and who receive NIT from e-Procurement Technologies Pvt. Ltd. are only entitled to quote for this tender.**

The other details of the tender are as under:

1.	Name of Work	<b>Supply Installation, Testing and Commissioning of Fire Alarm System and Public Address System at 5th Floor, A &amp; B Wing, SBI GITC, CBD Belapur, Navi Mumbai</b>
2.	Time allowed for completion	180 days from date of award of contract.
3.	Earnest Money Deposit	<b>₹ 10,000/- (Ten Thousand Only)</b> 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	As per Part B - Point 6 of Information and Instruction to Bidders.
5.	Date of availability of tender documents on Service Provider’s website	
	<b>(a) Technical Bid</b>	<b>From 09.07.2024 to 24.07.2024</b> Available at M/s e-Procurement Technologies Ltd., our Service Provider’s portal <a href="https://etender.sbi/">https://etender.sbi/</a>
	<b>(b) Price Bid</b> (shall be opened of only of those bidders who qualify as per clause no. 15 of Information & Instructions to Bidders.)	<b>From 09.07.2024 to 24.07.2024</b> Available at M/s e-Procurement Technologies Ltd., our Service Provider’s portal <a href="https://etender.sbi/">https://etender.sbi/</a>
6.	Pre – Bid Meeting (Date, time & Place of Meeting)	On <b>18.07.2024</b> 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 <b>3.30 PM on 24.07.2024.</b> 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 <a href="https://etender.sbi/">https://etender.sbi/</a> , mentioning

Signature and Seal of Contractor

		UTR no. / Transaction ID.
8.	Last date & time for submission of Online Technical Bid & Price Bid	up to 3.30 PM on <b>24.07.2024</b> at Service Provider's <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
9.	Date and Time of opening of Online Technical Bid	4.00 PM on <b>24.07.2024</b>
10.	Date and Time of opening of Online Price Bid	up to 4.30 PM on <b>24.07.2024</b> at Service Provider's <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
11.	Defects Liability Period	As per Clause No. 1.1.8 (a) of GCC
12.	Validity of Offer	As per point no 5 of Part A- Information and Instruction to Bidders.
13.	Liquidated Damages	Refer as per Clause No 8 of GCC
14.	Additional Security deposit (ASD)	Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 7.5 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 92.5 % of estimated cost put to tender and the quoted price. 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
15.	Award Criteria and Award of Contract	Refer Clause no 16 Part-B Information and Instruction to Bidders for e-Bidding.
16.	Any additional Information	The quoted rate should be inclusive of SITC of materials, Programming of system, labor, wages, fixtures, transportation, installation, wastages, Octroi, levies, all cess, royalties, all taxes (but excluding GST), machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. GST shall be as applicable on actuals.
17.	Eligible Taxes	Income Tax will be deducted at source as per Govt. Guidelines.  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.

Signature and Seal of Contractor

18.	<b>Electronic Payment</b>	Electronic payment shall be preferred. All the contractor must furnish details such as Name of the their Bank Name of their branch Account number Name of the account holder as in the Bank account IFSC No of the branch 6) PAN number.
19.	<b>Submission of Technical Bid</b>	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.) Failing to upload as stated above, the tender will be rejected.
20.	Service Provider	<b>M/s E-Procurement Technologies Limited.</b> <b><a href="https://etender.sbi/">https://etender.sbi/</a></b> 1. Nandan Valera:- 9081000427, nandan.v@eptl.in 2. Khushboo Mehta :- 9510813528, <a href="mailto:Khushboo.mehta@eptl.in">Khushboo.mehta@eptl.in</a> 3. Utkarsh Pal -6352632098 4.Mubassera – 7859800621 5. Sabdhya Vekariya -6352631968 6. Trupti Patel - 6352632310 7. Salina Motani:- 079-68136831, <a href="mailto:salina.motani@eptl.in">salina.motani@eptl.in</a> 8. Vinayak Khambe:- 079-68136835, <a href="mailto:vinayak.k@eptl.in">vinayak.k@eptl.in</a> 9. Anshul Juneja: -079-68136840, <a href="mailto:anshul.juneja@eptl.in">anshul.juneja@eptl.in</a> Primary Contact Numbers :- +91-9081000427, 9904407997  You are requested to contact the agency for further guidance on E tendering.

21. 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.
22. The digitally signed technical bid document, by authorized signatory of contractor, has to be uploaded on specified web portal of e-Procurement Technologies Limited, Ahmedabad. It shall be responsibility of the contractor to arrange and ensure that all pages of Tender Document digitally signed & uploaded.

Signature and Seal of Contractor

23. 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.
24. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
25. The participation in the online price bidding process shall be restricted to the bidders qualified in technical bid only.
26. 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.
27. SBI reserve their rights to accept or reject any or all the 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.
28. The bidders disqualified/debarred/terminated by the SBI during the last three years from any of their projects on account of unsatisfactory performance/pending non -issues compliance of labour law related any shall not be eligible to apply/quote.
29. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate, if found eligible, in the online price bidding event.
30. Conditional tenders shall be summarily rejected.
31. Any corrigendum / addendum in the matter will be published only on Bank's website and e-tender service provider portal.
32. For any clarifications regarding e-Tendering procedure, system requirements etc. please contact M/s. E-procurement Technologies Limited, whose contact details are mentioned in the NIT.

Assistant General Manager (Estate)

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

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

#### **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 Annexure-VII 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 eProcurement 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

Signature and Seal of Contractor

during this interval may result in the forfeiture of EMD submitted by the Bidder and other action as per terms of RFP.

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

1. Technical Bid shall remain valid for duration of 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.

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

### **1.0 Scope of work**

Supply Installation, Testing and Commissioning of Fire Alarm System and Public Address System at 5th Floor, A & B Wing, SBI GITC, CBD Belapur, Navi Mumbai

### **1.1 Site and its location**

“5th Floor, A & B Wing at State Bank Global IT Centre, C.B.D. Belapur, Navi Mumbai”

### **2.0 Tender documents**

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

- Instructions to Tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Technical Specifications
- Drawings
- Price bid

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

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

**2.3** The tender documents are not transferable.

### **3.0 Site Visit**

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

Signature and Seal of Contractor

- 3.2** The rates quoted by the Tenderer in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labor and material rates, which shall include cost of materials with taxes, octroi, levies, royalties, cess, and other duties, lead, lift, loading and unloading freight for materials, and all other charges including the furnishing of all plant, equipment, tools, scaffolding and other facilities and services necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Bank/ Bank. The TDS amount on prevailing rate shall be deducted from Contractor's Running Account/ Final bills and paid to the Government. However, GST will be paid extra as actual.
- 3.3.** The successful Tenderer shall make his own arrangements for all materials except as specified in the contract if any.
- 3.4.** The quantities shown if any in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.
- 3.5** The Form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule and the rates and amounts accepted against the items of the Tender Schedule together with the Tender covering letter, and all correspondence entered into between the Bank/Bank and the Tenderer prior to the issue of the Letter of Intent and the Letter of Intent awarding the work and acceptance by tenderer shall form the contract.
- 3.6** **The Security Protocol, Systems & Procedures of Security Department of GITC, SBI, CBD Belapur has to be meticulously followed & complied with during the currency of contract.**
- 4.0 Earnest Money**
- 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**

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

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 :**

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.

Signature and Seal of Contractor

## **6.2 ADDITIONAL SECURITY DEPOSIT (ASD):**

In case most successful bidder quotes abnormally low rates (i.e. 7.5 % or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis their quoted amount for due fulfilment of contract as performance guarantee. Such ASD could be in the form of Bank Fixed Deposit / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

No interest shall be paid to the amount retained by the Bank as Security Deposit & 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 28 of GCC.

## **9.0 Validity of Tender**

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

## **10.0 Liquidated Damages**

Please refer Clause No 8 of GCC.

## **11.0 Rate and prices:**

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

11.1.1 The tenderers shall quote their rate above or below the Banks total estimate mentioned 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. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the Contractor/ 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 rates should be firm & inclusive of materials, labor, wages, fixtures, transportation, installation, wastages, Octroi, levies, all cess, royalties, all taxes (but excluding GST), machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work 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 Period of Validity of Bids**

- 12.1** Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- 12.2** In exceptional circumstances, the Bank may solicit the Vendors' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Vendor may refuse the request without forfeiting its EMD.
- 12.3** The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.
- 12.4** The L1 Vendor will be selected on the basis of total package cost to the Bank found lowest in the e-bidding process as per Price Bid Format.
- 12.5** Quotation of Prices for all Items: It is mandatory for all the Vendors to quote the price for each item, failing which, the Price Bid is liable to be rejected.
- 12.6** The rates quoted shall be inclusive of installation, labour, transportation, octroi, entry tax, toll tax or any local tax/ levy etc. However, the GST, as applicable shall be paid by the Bank on submission of GST invoice.

- 12.7** The price bid shall include the complete cost of the project, implementation cost i.e. all cost involved till the time of testing and satisfactory handing over the complete system to the purchaser i.e. the State Bank of India.
- 12.8** Abnormally high rates quoted, if any, for any particular item shall not be accepted and liable to be rejected. The Bank may reject the rate of any item, if quoted abnormally high and may go for negotiation with vendor (L-1) for finalizing the rate for that particular item.
- 12.9** If the rates of items quoted by bidders, are found to be unreasonably low as compared to prevailing market rates, then the vendor/vendors may be asked to submit an undertaking from OEM. If the bidders fail to submit the undertaking from OEM, then their offer may be rejected as per discretion of the Bank. In that case, the concerned vendor may be delisted from Lucknow Circle for 03 years from taking part in future tendering process of all the security/ fire safety equipment floated by the Bank in Lucknow Circle and the EMD will also be forfeited.

**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 All Documents to be scanned and uploaded online within the period of bid submission or as per NIT.**

<b>Sr. No.</b>	<b>Documents to be Uploaded Online at M/s e-Procurement Technologies Ltd., our Service Provider’s portal <a href="https://etender.sbi/">https://etender.sbi/</a></b>	<b>Documents to be Submitted in Hard Copy on address as per Clause no. 8 of NIT. (**Refer Note Below)</b>
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	Nil
	Technical bid)	

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 of 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 successful bidder(s) shall be bound to execute separate service level agreement for each site. Also, the SBI reserve their rights to withdraw/cancel/delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the contractor shall have no right to make any representation for the same.
- The price bids of technically qualified vendors will be opened. The contract will be awarded to contractor on L-1 Basis.
- Among all qualified bids, the lowest bid will be termed as L1.
- Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- The successful Bidder will have to submit security deposit in the form of Bank Guarantee/FDR for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order/ Work Order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

**SAMPLE BUSINESS RULE DOCUMENTS**  
**ONLINE E-TENDERING FOR PROPOSED WORK**

(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) Copy of EMD proof submitted for tender (EMD submitted to given Account Name: SBI Subsidy Inward Remittance Account No.: 4897932113433 IFSC: SBIN0011343 Branch OAD, GITC, Belapur). Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
7. E-tendering will be conducted on schedule date & time.
8. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

**(B) Terms & conditions of E-tendering**

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

1. E-tendering shall be conducted by SBI through M/s E-procurement Technologies Ltd., on prespecified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In

order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. M/s E-Procurement Technologies Ltd, 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 E-Procurement Technologies Ltd. The Bidders are requested to change the Password after the receipt of initial Password from M/s E-Procurement Technologies Ltd. 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 E-Procurement Technologies Ltd shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider M/s E-Procurement Technologies Ltd is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s E-Procurement Technologies Ltd 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 E-Procurement Technologies Ltd.

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

## PROCESS COMPLIANCE STATEMENT

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

To,  
E-Procurement Technologies Ltd.  
A-201 / 208, Wall Street - II, Opp.  
Orient Club, Nr. Gujarat College,  
Ahmedabad - 380006.  
Gujarat State, India

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR "Supply Installation, Testing and Commissioning of Fire Alarm System and Public Address System at 5th Floor, A & B-Wing, SBI GITC, CBD 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 E-Procurement Technologies Ltd., 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

Signature and Seal of Contractor

<p>E-Procurement Technologies Ltd.</p> <p>B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad- 380 006. Gujarat State, India</p> <p>Tel.: +91 79 61200 579   580   567   569   566</p> <p>Name : 1.Komal Dave E-mail :komal.d@eptl.in</p> <table border="1" data-bbox="220 875 742 992"> <tr> <td>Contact</td> <td>No</td> </tr> <tr> <td>:9904407998</td> <td></td> </tr> <tr> <td>9510813194</td> <td></td> </tr> </table> <p>2. Nandan Valera:- 9081000427, nandan.v@eptl.in</p> <p>3. Khushboo Mehta :- 9510813528, <a href="mailto:Khushboo.mehta@eptl.in">Khushboo.mehta@eptl.in</a></p>	Contact	No	:9904407998		9510813194		<p>State Bank of India</p> <p>The Assistant General Manager (Estate), State Bank of India, Navi Mumbai. Officer Name : Mr. Ramranjan K. Verma Department : Estate Email ID – AGMESTATE.GITC@SBI.CO.IN Contact No. +912227537410</p> <p>The Assistant Manager (Fire) State Bank of India, Navi Mumbai. Officer Name : Mr. Vipin Paliwal Department :Estate Email ID – FO.GITC@SBI.CO.IN Contact No. +9122-27535903</p>
Contact	No						
:9904407998							
9510813194							

**LETTER OF TRANSMITTAL**

*(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	<b>Supply Installation, Testing and Commissioning of Fire Alarm System and Public Address System at 5th Floor, A &amp; B Wing, SBI GITC, CBD Belapur, Navi Mumbai</b>
(b)	Earnest Money	The EMD amount as per Clause No. 3 of <b>NIT</b> by means of (mode of Transaction) NEFT, RTGS and intra-Bank transfer (SBI to SBI only), 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 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.

Signature and Seal of Contractor

- 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)

**Undertaking**  
**(To be submitted along with the technical Bid)**

To,  
AGM (Estate),  
SBI, Global IT Centre,  
Sector- 11, CBD Belapur,  
Navi Mumbai-400614

Dear Sir,

**SITC of Fire Alarm System & Public Address System at 5<sup>th</sup> Floor, A & B wing, SBI GITC, CBD Belapur, Navi Mumbai**

1. I / We refer to the tender notice issued by you for SITC of fire alarm system and PA system in connection with the above.
2. I undertake to submit all tender document in online in e-tender site along with all terms & Conditions, Specifications and subsequent annexure and corrigendum's duly signed and stamped by authorized representative/ signatory. However, we accept all the terms and conditions along with the specifications, Drawings, Layouts etc defined in the tender documents.
3. I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts & specifications schedule of quantities relating to the works.
4. 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 full-fill all the terms and provisions of the said conditions annexed here to,
  - b. Complete the works within **180 Days** as per the work program enclosed with the tender in two or three shifts if considered necessary by the Employer / Consultants at no extra cost to the Employer.
5. I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the price bid as per Schedule of Quantities attached with the tender documents. I/We should also uniformly maintain such progress as may be directed by the Employer/Architect to ensure completion of same within the target date as mentioned in the tender document.
6. I/ We have deposited a EMD amount of Rs. 10,000.00 as earnest money in the form of NEFT, RTGS and intra-Bank transfer (SBI to SBI only) in favour of State Bank of India payable at SBI GITC Belapur which I / We note will not bear any interest and is liable for forfeiture.
  - I. If our offer is withdrawn within the validity period of acceptance by the Employer.

Signature and Seal of Contractor

Or

II. If the contract agreement is not executed by us within 15 days from the date of receipt of the letter of acceptance.

Or

III. If we fail to pay the initial security deposit as stipulated.

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

The names of **DIRECTORS** of our Firm are:

i \_\_\_\_\_

ii \_\_\_\_\_

iii \_\_\_\_\_

iv \_\_\_\_\_

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 witnesses:

a. Signature .....

Name .....

Address .....

b. Signature.....

Name .....

Address .....

Signature and Seal of Contractor

## 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 therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

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.

‘Bid’ means the written reply or submission of response to this RFP.

- 1.1.1 ‘SBI’ shall mean State Bank of India (client) having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai-400021 and includes the client’s representatives, successors and assigns.

‘Architects/ Consultants’ shall mean *M/s-----*. ‘Site Engineer’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

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

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

- 1.1.3 ‘Engineer’ shall mean the representative of the Architect/Consultant.

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

- 1.1.5 ‘Specifications’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Architect/ Bank Engineer “Month” means calendar month.

- 1.1.6 “Week” means seven consecutive days.

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

1.1.8 “**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:

- 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 24 of GCC) of work or one complete monsoon season, whichever is later, and
- Acceptance & closure of all queries & works after due rectification/replacements/ tests as referred by Chief Technical Examiner, CVC and
- Acceptance and closure of all arbitration, court cases, etc.

Related to the said project, as decided by the Bank Whichever is later.

## **2.0 Total Security Deposit**

Total Security deposit comprise of -

- i Earnest Money Deposit
- ii Initial security deposit
- iii Retention Money
- iv Additional security Deposit

### **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 including the EMD in the form of D/D drawn on any scheduled Bank and shall be deposited within 7 days from the date of acceptance of tender.

### **c. Retention Money:**

Signature and Seal of Contractor

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.

**d. 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 correspondence 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 in strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect\Bank Engineer. The Architect/ Bank Engineer at the directions of the Bank from time to time issue further drawings and/ or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/ Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ 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-execution of any work executed by him. The dismissal from the work of any person employed / engaged thereupon.

**i) Letter of Acceptance:**

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the architect 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/ Architect the successful tenderer shall be bound to implement the contract and within **fifteen days** thereof he 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 and any amendment thereto.

**5.0 Ownership of Drawings:**

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

**6.0 Detailed Drawings and Instructions:**

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

**7.0 Copies of Agreement**

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

**8.0 Liquidated Damages:**

If the contractor fails to maintain the required progress in terms of clause 29/30 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 damages at the rate of 0.5% of the contract value per week which is subject to a maximum of 5% of the contract value.

**9.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work at his own cost. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be of best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI / Architect/ Bank Engineer 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 regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/ Bank Engineer.

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 Architect/ Bank 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 Architect/ Bank 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.

**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. Or Bank reserves the right to invoke the security deposit as stated above to cover such losses.

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 25.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

**14.0 Inspection of Work:**

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

**15.0 Assignment and Subletting**

The whole of work included in the contact shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of

the SBI through the architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress. In case of breach, the SBI shall be at liberty to serve notice and rescind the contract along with forfeiting of the security deposit and invoke the bank guarantee / performance guarantee if required.

## **16.0 Quality of Materials, Workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/ Bank Engineer instructions and shall be subject from time to time to such tests as the Architect/ Bank Engineer 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 or examining measuring sampling and testing any material or part of work before incorporation in the work or testing as may be selected and required by the Architect / Consultant/Bank.

### **ii) Samples**

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

### **iii) Cost of Tests**

The cost / expenditure required for the tests 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.

## **17.0 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.

#### **18.0 Contractor's Superintendence**

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

#### **19.0 Quantities**

The Bill of Quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20, 21 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

**Variation exceeding 25%:** The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22 (e) hereof.

#### **20.0 Works to be measured**

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

#### **21.0 Variations**

No alteration, omission or variation ordered in writing by the Architect / consultant shall vitiate the contract. In case the SBI / Architect / Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor 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 alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect / Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

## **22.0 Valuation of Variations**

No claim for an extra shall be allowed unless it shall be executed under the authority of the Architect/ Bank Engineer 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) 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 Architect / consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / Consultant shall fix such rate or prices as in the circumstances in his opinion 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 Architect / Consultant) the workman's name and materials employed be delivered for verifications to the Architect / consultant at or before the end of the week following that in which the work has been executed.
- 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 wastage etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

## **23.0 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.

## **24.0 Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the Architects/ SBI, the contractor shall ensure that the following works have been completed to the satisfaction of the Architects / SBI. Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.

- a) 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.

- b) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the SBI and shall clear, level and dress, compact the site as required by the SBI.
- c) Shall put the SBI in undisputed custody and possession of the site and all land allotted by the SBI.
- d) Shall hand over the work in a peaceful manner to the SBI.
- e) All defects / imperfections have been attended and rectified as pointed out by the SBI to the full satisfaction of SBI.

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

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.

## **25.0 Work by other Agencies**

The SBI / Architect / Consultant reserves the rights to use premises and any portion of 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.

## **26.0 Insurance of Works**

**26.1** Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated 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 period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

## **26.2 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.

## **26.3 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 matters referred to in the provision sub-clause 26.2 of this clause.

## **26.4 Contractor's Superintendence**

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

## **26.5 Third Party Insurance**

- 26.5.1** Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 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 26.0 thereof.

**26.5.2 Minimum amount of Third Party Insurance**

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

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

**26.6 Accident or Injury to Workman**

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.

**26.6.1 Insurance against Accidents etc. to Workmen**

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

**26.6.2 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.

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.

#### **27.0 Commencement of Works:**

The date of commencement of the work will be reckoned as the date of handing over site or from the date of award of contract by the SBI whichever is later.

#### **28.0 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 **180 Days** from the date of commencement. If required in the contract or as directed by the Architect / Consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

#### **29.0 Extension of Time**

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect / Consultant in writing in detail and his justification if any, for the delays. The Architect/Consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period-extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the SBI the provision of liquidated damages clause of Instructions to the Tenderers 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.

#### **30.0 Rate of Progress**

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the 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 by the prescribed time or extended time for completion 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.

#### **31.0 Work during Nights and Holidays**

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

Engineer. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/ continued with the prior approval of the Architect/ Bank Engineer 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.

### **32.0 No Compensation or Restriction of Work.**

If at any time after acceptance of the SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect/ Bank Engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise 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 bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/ Bank Engineer shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

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

### **33.0 Suspension of Work**

- i) The contractor shall, on receipt of the order in writing of the Architect/ Bank Engineer (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/ Bank Engineer 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) One 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 of the contractor, or for safety of the works or part thereof.
  - c) The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/ Bank Engineer.
- ii) If the suspension is ordered for reasons (b) and (c) 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.

### **34.0 Action when the whole Security Deposit is forfeited**

Signature and Seal of Contractor

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 the Architect/ Bank Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect /Consultant shall be 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 the certificate of Architect/ Bank Engineer as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, 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 (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of safe thereof, or sufficient part thereof.

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

### **35.0 SBI Right to Terminate the Contract**

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/ Bank Engineer that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Architect/ Bank Engineer Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

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

- 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 days after receiving from the SBI through the Architect/ Bank Engineer written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect/ Bank Engineer that the said materials were condemned and rejected by the Architect/ Bank Engineer under these conditions; or has neglected or failed persistently to observe and perform all or any 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 be determent of good workmanship or in defiance of the SBI's or Architect's/ Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect/ Bank Engineer, may notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/ Bank Engineer 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 so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the SBI through the Architect/ Bank Engineer their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or the architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication, and shall adjust the amount released 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.

### **36.0 Certificate of Payment**

The contractor shall be entitle under the certificates to be issued by the Architect / Consultant to the contractor within 14 working days from the date of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries towards Income tax, Work contract tax as per the prevailing bye laws and other dues including the retention amount from the certificate of payment.

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

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

The Bank may by any certificate make any corrections required in 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 books.

The contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs.3 lakh** and maximum one bill shall be submitted. The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/ Bank Engineer 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.

### **37.0 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.

### **38.0 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 Bank immediately.

### **39.0 Method of Measurement**

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

Precedence to be followed for measurements is mentioned below;

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

### **40.0 Maintenance of Registers**

The contractor shall maintain the following registers as per the enclosed Performa at site of work and should produce the same for inspection of SBI / Architect/ Bank Engineer 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

### **41.0 Force Majeure**

41.1 Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by event such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the even 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.

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

41.3 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 cause, itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

- 41.4 Should one or both parties be prevented from fulfilling the contractual obligations by a 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.

#### **44.0 Local Laws, Acts, Regulations:**

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all 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) Contact labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (Amended)
- vi) Industrial employed (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees' provided 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.

#### **45.0 Accidents**

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

#### **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 Annexure-VI 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 Annexure- 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.

#### **49. Co-ordination and Monitoring:**

- i) It is the prime responsibility of the contactor to ensure that execution of the work progresses smoothly in accordance with the schedule programmed and in proper co-ordination among different agencies involved in project.
- 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/Architect/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. 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.

#### **50.0 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 (Annexure-V). 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.

**51.0 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.

## **SPECIAL TERMS AND CONDITIONS (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 electrical cable, Telecom cable, AC duct 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) The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including all equipment, cables, devise etc. provided by him against theft/ pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department.
- 8) 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.
- 9) 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.

- 10) 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.
- 11) 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.
- 12) 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
- 13) 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.
- 14) 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 Residential Colony at Sector 13, Nerul & 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.
- 15) 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.
- 16) 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.

- 17) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the BANK. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Bank any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the BANK. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim whatsoever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get firsthand information of site constraints. They should quote their rates accordingly.
- 18) 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.
- 19) 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.
  - Ii) Provide electricity at mutually agreed rates.
  - iv) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
  - v) Adjust his work schedule and site activities in consultation with the SBI and other Contractors to suit the overall completion schedule.
  - vi) Resolve the disputes with other Contractor amicably and the SBI shall not be made intermediary or arbitrator. The contractor shall indemnify the SBI against any claim(s) arising out of such disputes.
  - vii) In case of variation / conflicting provisions is observed in any condition of bid document forming part of contract, the decision of tender accepting authority

shall be final and binding on the contractor.

#### 20) 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.

#### 21) PROGRAM /SCHEDULE

The Contractor shall prepare an integrated programme chart/work schedule within three days of issue of award letter for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment, tools and machinery etc. required for the fulfillment of the program within the stipulated period and submit the same to BANK. These shall be submitted by the contractor through electronic media besides forwarding hard copies of the same. 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.

22) 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 as per

23) The submission for approval by the BANK of such programme or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of BANK, to take action against the contractor as per terms and conditions of the agreement.

#### QUALITY ASSURANCE & TESTING OF MATERIALS

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

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

- 25) 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.
- 26) All materials shall be got checked by the BANK, or his authorized supervisory staff on receipt of the same at site before use.
- 27) The contractor shall procure the required materials in advance so that there is sufficient time to testing of the materials and clearance of the same before use in the work.
- 28) The contractor shall supply free of charge the materials required for testing including packing and transportation to testing laboratory. The testing of materials shall be conducted in Govt. Laboratory/ Govt. colleges/ IITs/NITs or from the laboratory approved by SBI the charges for testing of materials shall be borne by the Contractor.
- 29) All expenditure to be incurred for testing of samples e.g., packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor in all cases irrespective of testing results.
- 30) Contractor shall submit minimum "Quality Assurance" plan within 45 days after award of work which shall be consisting of:
- 31) The safe custody of all registers shall be the responsibility of Contractor. Submission of copy of all test registers and Material at Site Register along with each alternate Running Account Bill and Final Bill shall be mandatory.
- 32) These measurements shall then be 100% checked & verified by the authorized representatives of the BANK. Subsequently measurements shall be checked by SBI engineer as per SBI guidelines along with BANK. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements and submit the corrected computerized measurement Books with its pages machine numbered to the BANK.
- 33) Warning / Caution Boards/Signage**
- I) All temporary warning / caution boards / glow signage display such as " 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.

**34) 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.

**35) Training and Awareness:**

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

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

Recommendations as per following table/Matrix should be followed:

<b>ACTIVITY</b>	<b>WORKMEN CATEGORY</b>	<b>PPE- RECOMMENDED</b>
General – Entry into work premises	All Employees	Safety Helmet, Safety Shoes & Reflective Jacket
Signaling	Security/marshal	Reflective Jacket
Working at Height – Morethan1.8 meters	All	Full body harness Double lanyard
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

**Color Coding of Helmets:**

Grey	All Staff of Contractor/other Respective Person
Green	Safety Inspectors
Red	Electricians & Signal men
Blue	Supervisors
Yellow	Workmen
Orange	New Workmen (for one month)
Purple	Visitor
White	SBI/client

**36) Standard Operating Procedures (SOPs) and Guidelines for 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.

**37) SAFETY CODE**

**SAFETY MEASURES AT SITE:**

- a) 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.

Signature and Seal of Contractor

- b) First Aid Box should be kept at site with all requisite materials.
- c) No one should be allowed to inspect / work at a height without Safety Belt.
- d) 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).
- e) 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.
- f) 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.
- g) 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.
- h) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
- i) Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
- j) 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.
- k) 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.
- l) 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.

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

**38. 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.

**39. 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 thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.
- b) The CONTRACTORS shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

- c) It has been understood by the parties hereto that the Bank will have right to make reasonable changes in the drawings and designs during the progress of the construction works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTORS shall commence the work and shall complete the same as per stipulated date of Completion
- d) The Contractors do hereby agree that the amount of liquidated damages specified in conditions of contract/ special conditions of contract represents a genuine and fair estimate of the loss likely to be suffered by the Bank in the event of the works not being completed in time.
- e) It is specifically and distinctly understood and agreed between the Bank and the CONTRACTORS that the CONTRACTORS shall have no right, title or interest in the site made available by the Bank for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTORS in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTORS) and the CONTRACTORS shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the Bank shall have an absolute and unfettered right to take full possession of the site and to remove the CONTRACTORS, their servants, agents and materials belonging to the CONTRACTORS lying in the site.
- f) The CONTRACTORS shall be allowed to enter upon the site for execution of the works only for the purpose of executing the contract work and shall not have any claim, right, title or interest in the site or the structures erected thereon and shall not enter upon at any time without assigning any reason.
- g) The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works, Fire Fighting system, Fire Detection and Alarm work, electrical installations, fittings and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.
- h) The SBI reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

## ARTICLE OF AGREEMENT

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

State Bank of India

And

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

THIS Agreement is made on \_\_\_ day of .....2024 (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;

Signature and Seal of Contractor

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

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

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

**1 COMMENCEMENT & TERM:**

- 1.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (**Effective Date**).
- 1.2 This Agreement shall be in force till acceptance and approval of Complete Project Closure Report as per clause no 1.1.11 of General Conditions of Contract of the RFP unless terminated by the Bank by notice in writing in accordance with the termination clauses of the RFP.
- 1.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

**2 SCOPE OF SERVICES:**

- 2.1 The scope is defined in the RFP and PO

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

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

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

3.1.2 \_\_\_\_\_

3.2 Payments

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

**4 MISCELLANEOUS:**

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

4.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or 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

---

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

Signature and Seal of Contractor

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, Navi Mumbai – 400614.
2	Site Address	SBI Global IT Centre, CBD Belapur, Navi Mumbai
3	Scope of Works	Work As per Clause No. 1 of NIT.
4	Name of the Contractor	
5	Address of the Contractor	
6	Period of Completion	As per clause 2 of NIT.
7	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
8	Security Deposit (SD) / Retention Money	As per Part B - Point 6 of Information and Instruction to Bidders. A
9	Defects Liability Period	As per Clause No. 1.1.8 (a) of GCC.
10	Insurance to be undertaken by the :	As per Clause 26 of GCC.
11	Liquidated damages:	As per Clause No 8 of GCC.
12	Date of Commencement	As per Clause 27 of GCC.
13	Period of Final measurement	As per Clause 23 of GCC.
14	Initial Security Deposit:	As per clause no. 2 (b) of GCC.
15	Total Security Deposit: As per clause No.	2 of GCC

16	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.
----	--	---

\_\_\_\_\_  
Signature of Tenderer.  
Date:

## Annexure-III PROFORMA FOR HINDRANCE TO WORK

Name of Work :  
 Name of Contractor :  
 Agreement No. :  
 work:

Date of Start of work :  
 Period of Completion :  
 Dt. of Completion of

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

Signature and Seal of Contractor

**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	

Signature and Seal of Contractor

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 Representative (Seal)	Signature and date of Site Engineer

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

-----

Signature and Seal of Contractor

**FORMAT OF SITE ORDER BOOK**

Name of the work\_\_\_\_\_

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

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

## Format for Application by Contractor for Extension of Time

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 <sup>st</sup> extension vide Bank's Letter No.			
	b)	2 <sup>nd</sup> extension vide Bank's Letter No.			
	c)	3 <sup>rd</sup> 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

Signature and Seal of Contractor

**Pre-bid Query Form**

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

**Escalation Matrix Submitted by bidders.**

**Level- 1**

Name  
Designation-  
Phone no.  
Email Id-

**Level- 2**

Name  
Designation-  
Phone no.  
Email Id-

**Level- 3**

Name  
Designation-  
Phone no.  
Email Id-

## **Scope and Technical Specifications for Fire Alarm & Fighting System**

1. **Scope of Work:** This specification covers system engineering, manufacturing, supply, delivery, erection, testing, integration, programming and commissioning of Fire Alarm and Detection System at 5<sup>th</sup> floor A&B wing of SBI GITC, Belapur as stipulated in Bill of Quantities (BOQ). The work shall be executed as per CPWD's general specification for electrical works Part-I (Internal)-2005, Part-II (External) - 1994, Part IV (substation)-1982, Part-V (Wet riser and sprinkler system for firefighting installations)-2006, Part-VI (FIRE FIGHTING and alarm system 2018), IE rules, NFPA, BIS-2189, National Building Code, BIS/IEC as amended up to date and as per the directions of **BANK ENGINEER**.
  - The scope of work shall be a comprehensive functional system complete in every respect including but not be limited to Automatic Detection and Alarm System & Public Address System.
2. **Completeness of the System:** The work shall comprise of entire labour including supervision and all material necessary to make a complete installation and such tests and adjustment and commissioning integration and programming of FAS 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. Note:1) 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
3. **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.
4. **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. Piping, cabling, fixing of sprinkler system or any other work which directly affect the progress of work of other agencies, shall be given priority.
5. **Guarantee:** All equipment shall be guaranteed for a period of 12 months from handling of site or as per defect liability period, unsatisfactory performance and/ or breakdown due to defective design, workmanship or material. The equipment or component, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost to the satisfaction risk and cost of the contractor. The decision of Engineer-in-Charge in this regard shall be final & binding on the contractor. Bidder shall guarantee among other things, the following:
  - i Quality, strength and performance of the material used as per manufacturer's standards.
  - ii Safe mechanical and electrical stress on all part under all specified conditions of operation.
  - iii Satisfactory operation during the maintenance period.
6. **Compliance with the Regulations and Indian Standards:** All works shall be carried out in

accordance with relevant regulation both statutory and those specified by the Indian Standards related to the works covered by this specification in particular, the equipment and installation will comply with the following: i. Factories Act. ii. Indian Electricity Rules iii. B.I.S., NBC & other standards as applicable iv. Workmen's compensation Act. v. Statutory norms prescribed by local bodies like fire department etc. After completion of the installation the same shall be offered for inspection by the representatives of local body (Chief Fire Officer). The contractor will extend all help including test facilities to the representatives of CFO. The observation of CFO which are part of agreement shall be promptly attended by the contractor. Nothing in this specification shall be construed to relieve the successful bidder of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

7. **Material:** All equipment/component/accessories to be used in this contract shall be UL/FM listed and meet all the requirement as specified in CPWD specification. The material should ISI marked embossed. The material brought at 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.
8. **Painting:** This shall include cost of painting of the entire installation. The major equipment shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However hangers, supports etc. shall be painted with required shade including painting with two coats of anticorrosive primer paint at site.
9. **Inspection and Testing:**
  - i. The material and equipment shall be offered for initial inspection at manufacturer's works. The contractor will intimate the date of testing of equipment at the manufacturer's work before dispatch. The successful tenderer shall give advance notice of minimum ten days regarding the dates proposed for such test to the department representative to facilitate his presence during testing. The Engineer-in-charge may witness such testing.
  - ii. Copies of all documents of routine and type test certificates of the equipment carried out at the manufacture's premises along with calibration certificates of instruments and switches shall be furnished to the Engineer-in-charge and consignee.
  - iii. The entire system shall be tested after completion of installation as per all applicable acts/standards/codes/guidelines/TS.
10. **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.
11. **Completion Certificate:** On completion of the Installation a certificate should be furnished by the Contractor counter signed by a licensed supervisor, under whose direct supervision the installation was carried out. This certificate should be in the prescribed form as required by the local authority. The Contractor should be responsible for getting the Fire Installation inspected and approved by the local Authority concerned. Only Statutory Fees, if any applicable, only will be paid and Incidental expenses will not be paid.
12. **Qualified Competent Supervision:** The Contractor should employ competent fully licensed, qualified full time Engineer to direct the work of Fire installation in accordance with drawings

and specifications. The Engineer should be available at all times on the site to receive instructions from Bank Engineer/Consultant in the day-to-day 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.

13. **Data Manual and Drawing:** Shop Drawing for approval after award of work: The contractor is required to submit the drawings as per the CPWD specification for approval of Engineer-in-charge before commencement of installation. The approval of drawings however does not absolve the contractor of his responsibility to supply the equipment/materials as per agreement / applicable law and fire regulation. In case of any contradiction between the approved drawings and agreement the decision of EIC shall be final and binding on the contractor. The drawings are broadly mentioned as under: - a) General arrangement drawing b) Completion Drawings: 3 sets of Drawings shall be submitted by the contractor while handing over the installations to purchaser. Out of this one of the sets shall be laminated on a hard base for display in the fire control room.

#### **Fire Alarm System-**

- FAS - The Main Fire Alarm Panel need to be installed in control/BMS room as directed by Bank engineers.
- SITC of detectors in such a way that all area should be covered by the detectors including all rooms/cabins/washroom etc.
- Detectors/Devices to be provided in above false ceiling area along with response indicator.
- Design and drawing of installation of Fire Alarm System detectors/Devices should be finalized by the bank.
- Each Loop mentioned above should be divided into multiple logical zone/areas while programing.
- **Provision of separate zones for each wings** – Installation/Cabling of system in such a way that each wings should be act like separate zone/loop. In activation of device/ detector in any wing should not affect/activate another wings detector /device.
- **Wing wise programming of Fire Alarm System** - Programming of Fire Alarm System in such a way that Each Wing has separate zone/Loop and if any Fire call come in any zone will not be activated the other Wing or zone hooter except control room common hooter. if any Fire call happened in one Wing, only respective Wing hooter & control room common hooter should only be activated or sound.
- Provision of common hooter in control room to alert Control room operator. The common hooter should be connected with all zones/loops, which should be activated when any detector/device operates in any zone/loop.
- Installed fire alarm system shall be integrate with existing fire alarm panel (make-Honeywell Morley)
- Programming (Addressing and Marking) of FAS should be done in accordance with bank instruction.
- Bidder has to submitted three sets of drawings (Size=A2).

#### **Public Address System**

- Integration of newly installed public address system to be done with existing public address installed at control room.
- SITC of speaker in such a way that all area should be covered by the PA system including all rooms/cabins/washroom etc.

- Wing wise programming of public address system to be done to facilitate announcement in separate or multiple wings.
- Provision of Public Address – Wing wise programming of Public Address system to be done, which is provide facility to announce individual wing or switching different wing as per banks requirement from control room.
- Provision of volume controller to be done in meeting room/cabin etc.
- Drawing of public address system shall be finalized by the bank.
- Bidder has to submitted three sets of drawings (Size=A2).

### **SPECIAL INSTRUCTION TO THE CONTRACTORS**

- 1) Kindly note that this project must be carried out in 4 phases.
- 2) The phased work will be executed strictly as per the instructions of Architect/Bank's Engineer.
- 3) The contractor should ensure that while executing the work, the Bank's Day to day operation should not get affected.
- 4) While executing the work necessary safety measures to be taken to prevent any accidents & fire.
- 5) The Contractor must coordinate with all other contractor such as Electrical, Networking, Airconditioning, C.C.T.V. & Access Control to complete the work as per the schedule. Before finishing the partition, panelling, false ceiling, tiling work the contractor should take in writing from respective contractor that they have completed the work and the same to be submitted to the Architect.
- 6) Contractor has to verify the material before SITC by Bank Engineer.
- 7) Existing systems cable, equipment to be carefully to avoid any damage and handed over to concern Bank Engineer.
- 8) Work should be done strictly as per RFP.

## 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.

Signature and Seal of Contractor

Date:

Signature and seal of Contractor/Tenderer

Witness:

1.

2.