



STATE BANK OF INDIA

INVITES ONLINE ITEM RATE TENDERS FROM THE PRE-QUALIFIED CONTRACTORS

FOR

CONSTRUCTION OF OFFICE BUILDING FOR SBI ADMINISTRATIVE OFFICE AND OTHER OUTFITS AT PLOT NO. IT- 03, IT PARK DEHRADUN (UTTARAKHAND)

ADDENDUM CUM CORRIGENDUM-1

THE LAST DATE OF SUBMISSION OF ONLINE TECHNICAL BIDS & ONLINE SEALED PRICE BIDS: 31-01-2024 UP TO 01:00 PM

NO PHYSICAL SUBMISSION OF DOCUMENTS REQUIRED EXCEPT AS MENTIONED IN NIT

TENDER SUBMITTED BY:

NAME :

ADDRESS :

.....

Architect & PMC:

M/s Deependra Prashad Architects & Planners (DPAP)
Z-32, 1st Floor,
Hauz Khas, New Delhi – 110001
Contact No- 011-40502162
admin@dpap.co.in

ADDENDUM CUM CORRIGENDUM-1

(to be uploaded along with tender documents at e-tendering website)

With reference to tender (Tender ID- DEL/LHO/P&E/2023-24/08 dated 10-01-2024) for the captioned work, uploaded at Bank's e-tendering website <https://etender.sbi> with event ID- 26690, uploaded at Bank's website **Bank.sbi** and sent to the bidders vide our mail dated 11.01.2024 & 12.01.2024, following modifications/ additions/ deletions / corrections are being incorporated in the aforesaid tender documents and these shall form the integral part and parcel of the tender documents:

1. The following clause is being added into the clause no 3.1 (page 21) Part 3A- Technical Specifications for Civil & Structural works:

FOR CONSTRUCTION OF RCC M50 STRONG ROOM (SCAB) OF APPROX SIZE 21.13 M X 6.7 M

The work also involves fixing of tang bars, strong room doors, ventilators etc. after / during / prior to placing / tying of reinforcement bars, fixing shuttering and pouring concrete. Providing & placing in place, the tang bars, strong room doors, ventilators etc. shall be arranged by the Bank at its own cost. However, the contractor shall arrange to carry out the aforesaid activities related to reinforcement, shuttering & concreting as per the requirements and in perfect coordination with the agency finalized by the Bank for the activities related to tang bars, doors, ventilators etc. at his own cost & resources and within the accepted / quoted rates. No extra payment shall be made to the contractor on this account. The payment of reinforcement, shuttering, concrete etc will be made to the contractor in usual manner at quoted & accepted rates

2. Set of Structural drawings (for tender purpose only) is added & attached as part & parcel of Technical Bid Part 4 – Tender Drawings.

S. No	Tender Document Reference			As per Document uploaded (mentioned / printed / marked as)	Tender already (mentioned / printed / marked as)	modifications/ additions/ deletions / corrections (to be considered as replaced by/ read as/added as)
	Part No. (Technical Bid)	Page No	Clause No.			
3.	Part-B	1	NA	Words-	PART-B : Part (3B) : High Side :	Read as PART-3C Read as PART-3C Stands deleted
4	Part-3C	1		Word-	Part-3C-	Read as PART-3C1
5	Part-1- General	17	2.1 (c)	High Side Electrical		Replaced with Electrical

6.	Terms & Conditions	26 & 27	5.2	Sub-clauses (9) to (19) of Clause-5.2 under Brief Description of Work	Sub-clauses (9) to (19) of Clause-5.2 under Brief Description of Work stand withdrawn / cancelled / deleted
		36	6.3.2	Words / Phrases – All running cost & charges for office including internet & Wi-Fi facilities, electricity, water supply, RO/drinking water, etc. round the clock including holidays shall be provided by the contractor at his own cost & within quoted / accepted rates.... Engineer-in-Charge / PMC	Replaced with / Read as- All establishment / construction / maintaining & running cost & charges / expenses for site office including internet & Wi-Fi facilities, electricity, water supply, RO/drinking water, etc. round the clock including holidays shall be provided / borne by the contractor at his own cost & within quoted / accepted rates..... Bank's Engineers / Officials and PMC / Architect
7.	Part-1- General Terms & Conditions	40	6.8	Words / Phrase- Site laboratory or NABL accredited outside laboratory....	Read as / Replaced with- Site laboratory and/or NABL accredited and/or Govt approved 3 rd party laboratory/ies as approved by the Bank
8.		42	6.8	Words / Phrase All field tests to be carried out as per IS-456: 2000 or as per field quality plan duly approved by the Engineer-in-charge ...	Read as /Replaced with- All field tests and at 3 rd party laboratory shall be carried out as per IS-456: 2000 and other relevant IS codes and /or as per field quality plan duly approved by the Architect/PMC/Bank within the rates quoted by the bidder. All the costs related to establishing site laboratory, conducting testing, providing instruments & equipment's

					including calibration & getting the test done from outside shall be borne by the contractor within the rate quoted by them. However, if additional test not covered under the scope of this tender are conducted on the advices of the Architect / PMC / Bank, the cost of the same shall be borne by the Bank provided that the test results are satisfactory and in order”.
9.		52	6.28	Words- Architect/consultant - Compensation -	Read as / Replaced with- Architect /consultant/ Bank Compensation/ Liquidated damages
10		52	6.28	Words- Whole of Security Deposit and / or Security Deposit	Read as / Replaced with- Total Security Deposit (which shall be equivalent to Security Deposit plus Additional Security Deposit)
11		44	6.10 (i)	Words- (Refer Annexure- 11.09)	Read as / Replaced with- (Refer Annexure- 10.09)
12	Notice Inviting Tender (NIT)	4	6	Words- Total Security Deposit (TSD)	Read as / Replaced with Security Deposit (SD) {which will be equal to 5 % of total contract value including ISD} All / any term / word used / referred to anywhere else in these Tender documents for the amount equivalent to 5 % of total contract value (including ISD) will be read as Security Deposit (SD)
13		5	22	Words –	Read as / Replaced with-

				Additional Performance Deposit (ASD)	Additional Security Deposit (ASD). Further Clarification- Additional Performance Deposit / Additional Performance Guarantee / Additional Security Deposit are one or the same thing as defined at clause no. 22 of NIT.
14	Part-2 BOQ	NA	NA	NA	Clarification- Serial number of pages are not printed on all the pages of BOQ. The page numbers wherever printed be ignored. Similarly, serial numbers of Items may repeating and / or missing at few places due to typographical mistake and to be ignored. BOQ has total 56 pages. The BOQ uploaded for filling the rates on-line is final
15	Part-1- General Terms & Conditions	2	NA	Words- Draft for Approval -	Clarification- It's a Typographical error and be ignored Stands deleted
16		36	6.3	NA	New Sub Clause – Irrespective of whatsoever mentioned elsewhere in these tender documents, the contractor / bidder within the rates quoted / accepted by them will arrange for additional / alternate space / plot at a location nearby to the site for establishing site offices, stores, labour hutment, plants etc as required as per tender documents, at his own cost

17	Part-3C1	NA	NA	NA	Clarification- 7 pages between page no. 28 and 36 don't have page no. printed thereof. These pages are Page no. 29 to 35
18	Part-3C	NA	NA	NA	Clarification – Serial numbers of pages may repeating and / or missing at few places and therefore, in the table Contents at page no. 2 page no. printed against Topic are mismatching which is a typographical error and to be ignored.

19. Pre-contract Integrity pact:

- a. The Bank shall be appointing two independent external monitors (IEMs) who will be eminent personalities of high integrity & reputation. The IEMs will have full access to all contract documents, processes and investigation whenever required in connection with this project / work.
- b. The following **clause no. 23** is being added to **Notice Inviting Tender (NIT)**:

23.	Name & contact details of one of the Independent External Monitor (IEM)	Shri Otem Dai IAS (Retd.) Mobile No. 9402277510 otemdai@hotmail.com
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- c. The format of pre-contract Integrity Pact (below at 14d) will form the Part & Parcel of tender documents and uploading of tender documents (of which this Addendum cum Corrigendum -1 is part & parcel) by the bidders at e-tendering website <https://etender.SBI> shall deemed to be acceptance & signing of the pre-contract integrity pact by the bidder.

d. Format of Pre-contract Integrity Pact:

State Bank of India (SBI) herein after referred to as “The Principal”.

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers"

shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure - "B".

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors, and subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub-Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or

Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, SBI.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, SBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensate on the same terms as being extended to / provided to Independent Directors on the SBI Board.

(8) If the Monitor has reported to the Chairman SBI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman SBI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 3 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of SBI.

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing.

Side agreements have not been made.

- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place -----

Date -----

Witness 1: (Name & Address) _____

Witness 2: (Name & Address) _____

20. In Partial modification of Clause 2.2 of **Instructions to the Tenderers** of Part-1 (Technical Bid – General Terms & Conditions), it may please noted Work Order, Post Tender Negotiations & Minutes of Meetings, Corrigenda & Addenda, Letter/s issued by the Bank to Bidders and NIT will take precedence over Price Bid.

Assistant General Manager (P & E)
State Bank of India,
5th Floor, Local Hed Office
11, Sansad Marg, New Delhi – 110 001
011 - 12407350

Date – 19-01-2024