



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

New Delhi Office, Videocon Tower, Ground Floor, E-1, Rani Jhansi Road,
Jhandewalan Extension, New Delhi-110055
Tel.:011-2360-0949, www.sidbi.com

TENDER DOCUMENT

Interior/Renovation work in SIDBI Office at Atmaram House,1 Tolstoy Marg,New Delhi

VOLUME – I

TECHNICAL BID

TENDER NOTICE, TENDER FORM, PREQUALIFICATION CRITERIA, GENERAL CONDITIONS OF TENDER,
PROFORMAS & TECHNICAL SPECIFICATIONS

ARCHITECTS & CONSULTANTS

M/s SUNANDO DASGUPTA & ASSOCIATES

“ ARCHITECTS, INTERIOR DESIGNERS & PROJECT MANAGEMENT CONSULTANTS
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ISSUED TO: _____

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TENDER NOTICE

Sealed tenders on "item rate % basis" are invited in a single bid system from reputed, experienced contractors/civil contractors for Interior fitments work including misc. civil, sanitary, electrical, networking and other services in SIDBI's office premises at Atma Ram House, 1, Tolstoy Marg, New Delhi.

M/s Sunando Dasgupta and Associates has been appointed by SIDBI as "Architect/Consultant" for the above-mentioned project.

Formats for technical and financial bids may be downloaded from SIDBI's web site www.sidbi.in as well as Central Public Procurement (CPP) Portal <http://eprocure.gov.in/>.

Earnest Money (EMD)	Rs.2.71 Lakh In the form of a crossed Demand Draft from any scheduled Bank, payable at Delhi.
Estimated Cost	Rs. 260.58 Lakh
Period of completion	12 weeks
Date of Pre-bid meeting	17/08/2018 at 3.00 p.m. at the office of The Deputy General Manager-Administration and Premises Vertical, SIDBI, Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110055
Time, date and Place of Submission of tender	On 28.08.2018 till 3.00 p.m. at The Deputy General Manager-Administration and Premises Vertical, SIDBI, Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110055
Time and date of opening of technical bids	At 3.30 PM on 28.08.2018 at the office of The Deputy General Manager- Administration and Premises Vertical, SIDBI, Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110055

The EMD of unsuccessful tenderers will be returned immediately after awarding the work to successful tenderer. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.



For DGM, APV, SIDBI, NEW DELHI
Date: 07/08/2018

INSTRUCTIONS TO TENDERER

1. Sealed tenders on item rate % basis are invited in a two-bid system from reputed, experienced contractors/civil contractors for Interior fitments work including misc. civil, sanitary, electrical, networking and other services in SIDBI's office premises at Atma Ram House, 1, Tolstoy Marg, New Delhi.

VOLUME-1 Technical Bid Containing

- 1) Tender notice and Instructions to Tenderers,
- 2) Prequalification criteria,
- 3) General Conditions of Contract,
- 4) Special conditions of contract,
- 5) Appendix 1-6,

VOLUME-2 Price Bid containing: Bill of Quantities.

2. Formats for technical and financial bids may be downloaded from SIDBI's web site www.sidbi.in as well as Central Public Procurement (CPP)Portal <http://eprocure.gov.in/>.

3. Contractors are advised to attend the pre-bid meeting on the date indicated in the tender notice for seeking any clarifications. Any discrepancies should be brought to the notice of the Bank. Further, it is also advised to furnish the enquiries in advance to enable the bank to clarify the same.

4. The Tenderer is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Architect/SIDBI at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform Architect/SIDBI in writing **before the scheduled date of pre-bid meeting**. No claim will be allowed in respect of errors in the Contractors tender due to any mistake in the Schedule of Quantities, which should have been but was not rectified in the manner described above.

5. Tenderers are requested to put their firm's endorsement on each page of the tender documents as a token of acceptance.

6. (a) The Contractors are required to quote % (+/-) over the total amount (DSR and Non DSR amount) given in the summary.

(b) The % (+/-) quoted including discounts, if any in the summary will be applied on each item to work out the rates.

(c) All corrections to be initialed.

7. No alterations or additions are to be made by the Tenderers to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of Bank.

8. Earnest money accompanying the tender will be accepted in the form of Crossed Demand Draft on any of the nationalized / Scheduled Bank, drawn in

favour of SIDBI and payable at Delhi.

9. Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. EMD of unsuccessful tenderers will be refunded without any interest.

10. The contract agreement should not be filled. This will be done at the time the contract is awarded, in the case of the successful tenderer only. Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing many errors are liable to be considered as Non-bona fide at the discretion of SIDBI. Tenderers should note that their tenders should remain open for consideration for a minimum period of 90 days from the date of the opening of tenders.

11. The Technical Bid-Volume 1 duly filled in, signed in all the pages and stamped by the tenderer to be submitted giving the necessary details in a separate sealed COVER-1 with the EMD super scribing as "Technical Bid & Name of the work". The Volume-2 -Price bid duly filled and signed to be placed in a separate sealed COVER-2 super scribing as "Price Bid & Name of the work". Both the technical and Price bid to be enclosed within another cover and the same may be super scribed as "Tender for "Interior/Renovation work in SIDBI Office at Atmaram House, 1 Tolstoy Marg, New Delhi" and shall be submitted to The Deputy General Manager- Administration and Premises Vertical, SIDBI, Delhi on or before the date specified in the Tender notice.

12. The Sealed Envelopes shall be opened at the specified time in the presence of the tenderers or their authorized representatives if they desire to attend.

13. The Price bid of tenderers whose technical bid is complete and eligible for pre-qualify in all respects only will be opened on the date as may be decided by the competent authority.

14. The Bank reserves the right to accept any tender or accept tenders in part or to reject any or all tenders without assigning any reasons thereof and will not be liable to offer any explanation whatsoever.

15. Non-compliance of the above instructions is liable to render the Tender non-bona fide.

16. No conditions should be altered, or new conditions should be put in the tender.

17. Conditional tenders are liable for rejection.

For DGM- APV, SIDBI, Delhi
Date: 07/08/2018

FORMAT OF COVERING LETTER FOR SUBMISSION OF TENDER (to be submitted in the letter head of the firm)

To,
The Deputy General Manager,
Administration and Premises Vertical,
SIDBI, Videocon Tower, Ground Floor,
E-1, Rani Jhansi Road,
Jhandewalan Extension, New Delhi-110055

Dear Sir,

**TENDER FOR Interior/Renovation work in SIDBI Office at
Atmaram House,1 Tolstoy Marg, New Delhi**

Having examined the Technical Bid, Volume-1, including the scope of works, time frame and all the terms and conditions of the contract, we hereby submit all the necessary information and relevant documents for considering us for bidding for the above-mentioned work.

We understand that "Employer" reserves the right to reject any or all offers without assigning any reason thereof.

Date:

(Signature of tenderer)
Including title and
capacity in which
offer is made with
seal.

OFFER LETTER FROM THE TENDERER TO SIDBI (to be submitted in the letter head of the firm)

To,
The Deputy General Manager,
Administration and Premises Vertical,
SIDBI, Videocon Tower, Ground Floor,
E-1, Rani Jhansi Road,
Jhandewalan Extension, New Delhi-110055

Name of work: Interior/Renovation work in SIDBI Office at Atmaram House,1 Tolstoy Marg, New Delhi

Dear Sir,

- 1) Having examined the pre-qualification criteria, drawings, specifications conditions, form of item rate % contract, schedule of quantities relating to the above work and having visited and examined the site of the proposed works and having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of the SIDBI.
- 2) I/We, the undersigned, hereby offer to construct, execute and complete the above work of the "Interior/Renovation work in SIDBI Office at Atmaram House,1 Tolstoy Marg, New Delhi "to the satisfaction of SIDBI on item rate % basis in strict accordance with the contract conditions and specifications, for the sum mentioned in price bid or such other sum as may be ascertained in accordance with the said conditions.
- 3) I/We, undertake to complete and deliver the whole of the works within a period as specified in **Appendix-1** to the General Conditions of Contracts. I/We shall be under the obligation to pay the sum as stated in the said Appendix for the period that the works shall remain incomplete as compensation subject to the condition of contract relating to an extension of the time.
- 4) In the event of the tender being accepted
 - a. I/We do agree to pay to SIDBI within fourteen days from the date of acceptance of tender, the sum stated in the said Appendix as initial Security Deposit by demand draft or furnish a Bank guarantee of an equivalent amount.
 - b. I / We further agree to the deduction of 8% of the value of each interim bill up to the maximum sum stated in the said Appendix as Retention Money.
- 5) We note that earnest money shall be merged with the initial Security Deposit after our tender is accepted and is liable to be forfeited at the discretion of SIDBI, in the event of our withdrawing the tender or modifying the tender or in the event of our failure to furnish the initial security deposit. The maximum amount of retention money shall be the total Security Deposit as stated in the said Appendix. I / We do agree that EMD may be forfeited if tender is withdrawn /modified by me / us.
- 6) I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Name and Signature with Date of the Contractor with seal.

**PRE-QUALIFICATION OF CONTRACTORS FOR INTERIOR FITMENTS WORK, INCLUDING
MISC. CIVIL, SANITARY, ELECTRICAL, NETWORKING AND OTHER SERVICES, IN SIDBI'S
OFFICIAL PREMISES AT NEW DELHI**

A. INTRODUCTION

1. Small Industries Development Bank of India (SIDBI) wish to empanel contractors for Interior Fitments work, including misc. Civil, sanitary, electrical, networking and other services, for its Official Premises located at following locations
 - (i) 1st to 4th floor of Atmaram House, 1 Tolstoy Marg, New Delhi,
 - (ii) 10th to 12th floor office space purchased by SIDBI of Atmaram House, 1 Tolstoy Marg, New Delhi,
 - (iii) Any other locations in National Capital Region (NCR).

The estimated cost for the work at Sr.No.1 above is Rs.270 lakh (approx.) + applicable GST. Estimated cost of other works may vary from Rs.100 lakh to Rs.200 lakh + applicable GST.

2. The application in the prescribed Format should be submitted along with all supporting documents like copies of latest Income-Tax returns filed, list of work completed / in hand with their value during the last 5 years, work completion certificates, list of tools and personnel available, details of registration / empanelment with different institutions, financial turnover, solvency certificate from Bank, etc.
3. The applications should reach the

**The Deputy General Manager
Administration & Premises Vertical
SIDBI, Videocon Tower,
Ground Floor, E-1, Rani Jhansi Road,
Jhandewalan Extension
New Delhi - 110055**

On or before August 28, 2018 at 1500 hrs.

4. Contractors who shall be found eligible after scrutiny of application, documents, site visits to the earlier work, etc., shall be empaneled and whose technical bid is complete in all respects only, the price/ financial bid shall be opened as decided by competent authority after advising to pre-qualified tenderers. No other advertisement shall be released for issuance/ opening of Bids.

5. The panel of pre-qualified contractors shall be normally valid for a period of 3 years but can be extended for another 2 years at the discretion of SIDBI. Contractors whose performance is found to be not satisfactory will be removed from the panel. SIDBI reserves the right to use the said panel for other works also.
6. Interested Contractors who satisfy the criteria should apply with complete details in the following formats:
 - a. Bio-data / application – (Format I)
 - b. List of works executed and works in hand – (Format II A, II B & II C)
 - c. Details of empanelment with other institutions – (Format III)
 - d. Details of Resources (manpower, tools and plant) and infrastructure facilities available – (Format IV)
 - e. Financial information (turnover / profit & loss, etc.) during the last three years – (Format V)

ELIGIBILITY CRITERIA

1. The Contractors / Service Providers should have their office / set-up in Delhi / NCR for the last 2 years.
2. They shall have minimum experience of 5 years in the field of executing similar works.
3. Contractors / Service Providers who have executed similar work / empanelled with Banks, Financial institutions, Public Sector Undertakings and large corporate will be preferred. Similar Work means “Interior Fitments work, composite works of Civil, sanitary, electrical, fire alarm, firefighting networking, wood work, false ceiling, panelling, partitions, storage units, flooring, and other interior furnishing work or Original Building Construction with above mentioned Interior works
4. The Contractors should have satisfactorily executed one similar nature of work (i.e. interior fitment works etc.) costing at least Rs.216 lakh or one original building construction work costing at least Rs.500 lakh.

OR

- Two similar nature of works (i.e. interior fitment works etc.) costing at least Rs.135 lakh each or two original building construction work costing at least Rs.250 lakh each, in last 3 years (ending with the last date for receipt of applications).
5. The Contractors / Service Provider should have a professional reputation and the quality of works executed by the contractor should be of acceptable standard. The works assigned to them should have been completed within the prescribed time. SIDBI may inspect the works of the Agency to assess quality and other parameters.
 6. Solvency certificate of at least Rs.70 lakh from the Bankers is preferable.

7. Comply following related financial turnover and Profit & Loss account for the last three financial years duly certified by Chartered Accountant is preferable.
 - a. Average annual financial turnover Rs.1200 lakh
 - b. Agency to be in profit, at least in one financial year during the last three financial years.
8. The contractors are required to attach the requisite satisfactory documents as a proof in support of above pre-qualification criteria, along with their application. Failure to submit the same may result into rejection of the application.
9. SIDBI reserves the right to cross check the information furnished and may obtain confidential report from their previous clients. SIDBI reserves the right to reject any or all applications at any stage without assigning any reason, thereof.
10. In view of the various restrictions, permissions required to carry out the proposed Work, Contractors who have executed Similar Work(s) in New Delhi Municipal Corporation (NDMC) area within a radius of 1 - 2 kms. of Atmaram House, 1 Tolstoy Marg, New Delhi or any other area having such type of restrictions in the last 2 years would be preferred.

Format I

Application Form / Bio Data

1	Name of Contractor	
	Address of Contractor	
	Contact Nos.	
	E-mail Id	
2	Nature of Constitution of Contractor <i>(whether Proprietary / Partnership / Company, furnish full details)</i>	
3	Year of Establishment	
4	Organization Profile	
5	Whether the Contractor is a Micro or Small Enterprise. <i>If yes, please enclose a proof for the same.</i>	YES / NO
6	Name of Proprietor / Managing Partner / Director	
	Telephone No. / Mobile No.	
	E-mail ID	
7	Income Tax PAN No. <i>(Enclose copy of PAN CARD and latest Income Tax return filed)</i>	
8	Name & Address of Bankers <i>(Enclose Solvency Certificate of Rs. ___ lakh)</i>	YES / NO
9	Detailed description and value of work done in past 5 years and works in hand <i>(to be furnished in Format II A, II B& II C)</i>	YES / NO
10	Details of Registration / Empanelment with Govt. Department / Banks/ Financial Institutions / PSUs <i>(to be furnished in Format III)</i>	YES / NO
11	Details of Resources (manpower, tools and plant) and infrastructure facilities available <i>(to be furnished in Format IV)</i>	YES / NO
12	Financial Information <i>(to be furnished in Format V)</i>	
	Average Annual Financial Turnover during last 3 (three years)	Rs. _____ lakh p.a.

	Agency to be in profit, at least in one financial year during the last 3 (three) financial years	YES / NO
	Agency should have a positive net worth in the last audited balance sheet	
13	Whether the Applicant was blacklisted by any Client / Agency	YES / NO If YES, please furnish details.
14	DECLARATION I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.	
	Signature	
	Name	
	Date	
	Seal	

Particulars in respect of Similar Works executed in the last 5 (five) years

S. No.	Name of the work executed with Address	Name & Address of the Client with Contact Numbers	Value of work executed in Rs. lakh	Date of Completion	Stipulated date for completion	Actual duration taken for completion	Name of Consultant, if any, with Contact No.

Please enclose the copies of work order / agreement and completion certificate from the Client (Employer) for each work.

Particulars of Similar Works in Hand

S. No.	Name of the work executed with Address	Name & Address of the Client with Contact Numbers	Value of work executed in Rs. lakh	Date of Completion	Stipulated date for completion	Actual duration taken for completion	Name of Consultant, if any, with Contact No.

Please enclose the copies of work order / agreement and completion certificate from the Client (Employer) for each work

Particulars of Similar Work(s) in New Delhi Municipal Corporation (NDMC) area within a radius of 1 - 2 kms. of Atmaram House, 1 Tolstoy Marg, New Delhi or any other area having such type of restrictions in the last 2 years

S. No.	Name of the work executed with Address	Name & Address of the Client with Contact Numbers	Value of work executed in Rs. lakh	Date of Completion	Stipulated date for completion	Actual duration taken for completion	Name of Consultant, if any, with Contact No.

Please enclose the copies of work order / agreement and completion certificate from the Client (Employer) for each work.

Details of Empanelment with Other Institutions

S. No.	Name & Address of the Institution with Contact No.	Category / Type of Work for which empanelled	Registered / Empaneled for Value of Work up to Rs. ____	Date of empanelment and validity	Details of Certificate / letter from the institution, Bank, etc.

Please enclose copies of letters of empanelment of each organization

Details of Resources (Manpower, Tools and Plant) / Infrastructure Facilities

1	Details of Manpower	
	(a) Manager / Engineer	
	(b) Supervisor	
	(c) Skilled workers	
	(d) Unskilled workers	
2	Details of tools & Plant	
	(a)	
	(b)	
	(c)	
3	Details of Infrastructure available	
4	Any other relevant information	

Format of Financial Information (Turnover / Profit & Loss, etc.) during the last 3 years

S.No.	Financial Year	Annual Turnover (in Rs lakh)	Profit / Loss (in Rs lakh)	Net worth (in Rs lakh)	Documents enclosed as proof

**Please enclose copy of Profit & Loss Account and Balance Sheet duly audited / certified by
a Chartered Accountant**

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

I. **"Employer" or Bank:** The term "Employer" or "Bank " shall denote **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA** with their REGISTERED OFFICE at **SIDBI, Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi-110055** represented by the **DGM, APV, SIDBI, New Delhi** and any of its employees or representative authorized on their behalf.

II. **"Architects/ Consultants":** The term "Architects/ Consultants" shall mean **M/s SUNANDO DASGUPTA AND ASSOCIATES, 210 , 2ND FLOOR AJIT SINGH COMPLEX, PLAZA MARKET, VASUNDHARA ENCLAVE, DELHI-110096.** or in the event of his/their ceasing to be the "Architects" for the purpose of this contract such other person/s the "Employer" shall nominate for the purpose.

III. **Engineer:** The term "Engineer" shall mean authorized Engineer appointed by "Architects"/Bank for day-to-day supervision of works at site as per tender terms.

IV. **Contractors:** The term "Contractor", "Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.

Site: The "site" shall mean the Atma Ram House, 1, Tolstoy Marg, New Delhi, belonging to SIDBI with plot area mentioned on drawings where the existing building is to be renovated as per the working drawings issued by the "Architects" / "Bank "for the contractor's use.

V. **Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Bank and such other drawings as may from time to time be furnished or approved in writing by the Architect /Bank. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by Architect / Bank during the execution of the work

All drawings relating to work given to the contractor together with copy of schedule of quantities are to be kept at site by the contractor and the Architect/Bank shall be given access to such drawings or schedule of quantities whenever necessary. In case any detailed Working /Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and /or dimensioned sketches thereof and have it confirmed by "Architects"/ Bank prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the "Employer" may be able to give decision thereon

VI. **"The Works"** shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.

- VII. "Contract" means the contract effected by the contractor's Tender and the "Employer" acceptance thereof comprising (in addition to the Tender and Acceptance) the priced bill of Quantities and Schedules, Schedules of particulars (if any), Eligibility Criteria, Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- VIII "Specifications" means the specifications annexed to or issued with these conditions and includes Indian or another approved standard specifications and where such a specification is not available, the specification approved by the Architect and the Engineer.
- IX "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- X "Non DSR/ Market rate" means the rate as prevailing in the market and recommended by the Architect and as approved by the "Employer" on the basis of cost of materials, labour, plant etc. inclusive of any tax, duty, octroi etc. at the time of execution of work.
- XI "The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities as specified and forming part of this contract.
- XII "Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

2. SCOPE

The work consists of Interior/Renovation work in SIDBI Office at Atmaram House, 1 Tolstoy Marg, New Delhi in accordance with the "drawings" and "Schedule of Quantities". The civil, sanitary, plumbing, electrical, interior etc., are within the scope of this tender.

It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the "Employer"/"Architects". Should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform the "Employer"/"Architects" and to furnish and install such detail with "Employer"/"Architects" concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use "Employer" / "Architects" may in their absolute discretion issue further drawings and or written instruction, details, directions & explanations, which are, hereafter collectively referred to as "The Employer instructions" in regard to

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.

- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractors.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The Contractor shall forthwith comply with and duly execute any work comprised in such "Employer"/" Architects" instructions, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by the "Employer"/" Architects" shall if involves a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the "Employer"/" Architects". Rates of items not mentioned in the priced schedule of quantities shall be fixed by the "Employer" in consultation with the "Architects" as provided in Clause "variation".

The contractor shall set up necessary field testing equipments for day to day testing of materials like slump test for concrete, moulds for preparing concrete cube test samples, silt content and bulkage of sand etc.

Regarding all factory-made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work

The scope of works involves completing the interior& renovation of the building fit for occupation, which also involves & means submitting the As-Built Drawings to statutory authorities, Water Supply & Sanitary, Electrical Board Authorities and any such other statutory/ regulatory authorities, arranging for their Inspection of works, rectifications, following up with them for securing their permissions/ clearances no objection certificates, sewerage, water & electrical connections, as applicable SIDBI shall make necessary payments directly to the concerned authorities on demand & against receipts or reimburse such charges to the contractor on production of demand notices & paid receipts. The successful contractor shall make necessary liasoning works including making submission of applications to the statutory authorities and no extra payment will be considered by SIDBI for obtaining above mentioned services, clearances & completion certificates.

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make him thoroughly acquainted with the local site condition, nature and requirements of the works, availability of specified materials in the tender, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties, including police restriction for transport etc., for proper execution of work as indicated in the drawings.

The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the "Employer"/" Architects" might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully filled and also signed at appropriate places as detailed in the Instructions to Tenderers.

No modifications, writings or corrections can be made in the tender papers by the tenderer.

The "Employer" reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate % basis and their attention is drawn to the fact that the offer quoted should be correct, workable and self-supporting. If called upon by the "Employer"/" Architects" detailed analysis of any or all the rates shall be submitted. The "Employer"/" Architects" shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done on item rate % basis and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum rates as will be assessed to be payable by the "Employer"/" Architects".

The "Employer" has power to add /to omit any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the "Employer". No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of **Ninety** days from the date of opening of the tender.

5. AGREEMENT

The successful contractor shall sign a Contract Agreement as per enclosed proforma shall pay for all stamps and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond, Guarantee Certificates for specialized works in stamp papers as per Bank's approved proformas.

5 A. PERMITS AND LICENCES

Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The "Employer" may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-receipt of any controlled materials in due time on this account or according to his own requirements.

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the "Employer". The costs of storing, transporting, etc., of all materials including those under Government control are to be included by the tenderer in his quoted rates.

The "Employer"/" Architects" shall be indemnified against all Government or legal actions for theft or misuse of controlled materials in the custody of the contractor.

6. GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye -laws etc., and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc., and shall indemnify the "Employer" against such liabilities and shall defend all actions arising from such claims or liabilities.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes **EXCEPT GST** or local charges if applicable. Applicable GST will be paid over and above quoted amount.

8. PROVISIONAL SUMS (PS)

All provisional sums described in the schedule of quantities towards prime cost items shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The utilization of the amounts covered under this head will be absolutely at the discretion of the "Employer". Contractor is to make payment for these materials to the suppliers on certificate or order issued by the "Employer"/ "Architects" and realizes them through his bills from the "Employer".

9. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire work indicated in the drawings but the "Employer" reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof.

10. OTHER PERSONS ENGAGED BY THE “EMPLOYER”

The “Employer” reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by other Agency or persons, and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

11. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

The tenderer will have to deposit the amount specified in the Tender Notice in the specified format in favour of SIDBI at the time of submission of tender as Earnest Money. The “Employer” is not liable to pay any interest on the Earnest Money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender. The earnest money shall be in the form of a Demand Draft.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2 % of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the “Employer” at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. The initial Security Deposit will not yield any interest & shall be adjusted towards the total security deposit to be held by the Bank. It shall be refunded to the contractor without any interest fourteen days after the defects liability period and after deducting any sum due from the contractor on any account under this contract. Initial security deposit shall be in the form of a Demand Draft. SIDBI may however release the LSD during the course of work, against the Bank guarantee in a suitable format, at its discretion.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bills until the **total security deposit**, i.e., the initial Security Deposit plus the retention money equals:

- a) 10% on the first rupees one lakh of the cost of work
- b) 7.5% on the next rupees one lakh of the cost of work
- c) 5% on the remaining amount of the cost of work

The total security deposit will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money/total security deposit.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the “Employer”/“Architects” whose decision shall be final and binding.

The contractor shall provide himself for ground and fresh water as also electricity for carrying out of the works at his own cost. The "Employer" shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water and electricity obtained from elsewhere therein he shall immediately and in writing, refers the same to the "Employer"/ "Architects" whose decision shall be final and binding. However, the employer may consider to provide the water as also electricity, if available from the single source by levying suitable market charges. The contractor has to make necessary tapping arrangements besides installation of sub meters, where ever required.

The offer quoted will be inclusive of everything necessary to complete the said work within the contemplation of the contract, and beyond which no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, building, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the "Employer"/ "Architects".

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the "Employer" shall otherwise direct.

The contractor shall at all times give access to workers employed by the "Employer" or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the "Employer" as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

13.1 Time of completion:

The entire work is to be completed in all respects within the stipulated period stated in the Appendix-1. The work shall deem to be commenced on seventh day from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

13.2 Extension of Time:

If in the opinion of the "Employer"/ SIDBI the works were delayed for reasons beyond control of the contractor, SIDBI may grant a fair and reasonable extension of time for completion of the contract works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the "Architect"/ SIDBI. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.

In such case, the "Employer" may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the "Employer" in writing, within one month of the date of such request. Non-application by the contractor for extension of time within time schedule or happening of an event, which will require extension of time, will render the contractor noneligible for seeking extension of time at later date & this shall be binding to the contractor. While granting extension, the "Employer" shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated period and authorized extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the "Employer", the provision of liquidated damages as stated under Clause 15 hereof will become applicable

However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

14. PROGRESS OF WORK

During the period of WORK, the contractor shall maintain proportionate progress on the basis of a Programmed Chart submitted by the contractor immediately before commencement of work and agreed to by the "Employer"/ "Architects". Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programmed chart so that there is no delay in completion of the project.

15. LIQUIDATED DAMAGES

Time is the essence of the contract. The completion of the building is essential to comply with various requirements of the Bank. Thus, the contractor shall be aware and take note that non- completion of the building will affect the Banks committed programs and thus the loss by way delayed completion of related works etc., are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the contractor without the necessity of providing for any details of such losses suffered by the Bank. Further, If the contractor fails to maintain the required progress in terms of the contract or to complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the "Employer" on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as may be fixed by the "Employer" on the contract value of the work for every completed week that the progress remains incomplete.

For this purpose, the terms contract value shall be value at the contract rates of the work as ordered/ accepted.

The "Employer" shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the "Employer" anywhere in India/ outside India.

If the contractor fails to complete the works within the time for completion stated in the Appendix/ elsewhere or within any extended time under Clause 13 hereof, the contractor shall pay the "Employer" the sum **at the rate of 1% (one percent) of the contract value per week of delay subject to a limit of 10% (ten percent) of the contract value as "Liquidated damages"** for the period during which the said works shall so remain incomplete or the "Employer" may deduct aforesaid sum towards such damages from any monies due to the Contractor Appendix- 1 shall also be referred. However, the employer reserve its right to charge a lower LD amount at its discretion based on the part completion and handing over of flats/works.

16. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

The contractor may provide, fix up and maintain in an approved position, proper office accommodation for the contractor's representative & staff at his own cost. Such offices shall be open at reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all-artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

The contractor shall provide suitable temporary shed/enclosures for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc., required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water, must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the "Employer" against any breach of rules in respect of anti-material measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the "Employer".

Protective Measures: The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by SIDBI for such services. Contractor shall indemnify the "Employer" against any possible damage to the building, roads or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of materials: The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of sub-contractors and remove the same on completion. Sheds for storage of cement should have pucca floor raised above the ground.

Tools: Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary for the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.

The "mistries" and the supervisor on the works shall carry with them necessary instruments like a steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to ensure that the work is being done according to the drawing and specifications.

The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools & plant etc. by subcontractors for their work.

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and /or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the "Employer"/"Architects" written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The "Employer"/"Architects" on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the "Employer".

The contractor shall indemnify the "Employer" against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the "Employer" saved harmless and indemnified in all respects from such actions, costs and expenses.

18. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all or obstructions, grass, plants, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the "Employer". The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

19. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to the place provided by him.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power-driven pumps and other plant to the satisfaction of the "Employer" for the purpose, until the building is handed over to the "Employer". The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the "Employer" and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

20. ACCESS

Any authorized representative of the "Employer" shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the "Employer" no person shall be allowed at any time without the written permission of the "Employer"

21. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the "Employer"/"Architects" during the execution of the work, and to his entire satisfaction.

Whenever required by the "Employer"/"Architects" the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the "Employer"/"Architects" at his own cost to prove that the materials etc., under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) and test samples transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the "Employer"/"Architects" when so directed by the Engineer/ "Architects" and written approval from "Employer"/"Architects" must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the "Employer"/"Architects" may direct and shall protect from injury all work when in course of execution. Any damage during constructions, to any part of the work, for any reasons, due to rain, storm, or neglect of contractor, shall be rectified by the contractor, in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all end work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or subcontractor and any damage caused must be made good by the contractor at his own expenses.

22. REMOVAL OF IMPROPER WORK

The "Employer/Architect" shall during the progress of the work have power to order in writing from in accordance with specifications of instruction, the substitution or proper re- time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the "Employer"/"Architects" are not execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions.

In case the contractor refuses to comply with the order the "Employer/Architect" shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the "Employer"/"Architects" shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, which may be given

by the "Architects", shall relieve the contractor from his liability in respect of unsound work or bad materials.

23. SITE ENGINEER

The term 'Site Engineer' shall mean the person appointed and paid by the "Employer"/" Architect" to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the "Employer".

The Site Engineer shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the "Employer" is obtained. The work will from time to time be examined by the "Architects", Engineer from the Premises Department of the "Employer" and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the "Architects"/ "Employer".

24. OFFICE ACCOMMODATION FOR THE SITE ENGINEER

The contractor shall provide, erect, and maintain at his cost a separate simple office watertight office accommodation for the Site Engineer. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock.

The Site Engineer's office shall be a minimum of 100 sq. ft. and the contractor shall provide a desk, chairs, drawers for keeping drawings, a cupboard having proper lock and a tack board for displaying drawings. The accommodation shall be demolished when directed. The cost of the site office construction shall be borne by the contractor & the cost of the same will not be paid by SIDBI separately. Tenderers are advised to quote their rates duly considering this aspect

25. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified staff as per special conditions of contract 30 and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the "Employer"/ "Architects". The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

Labourer below the age of **Eighteen** years and who is non-Indian National shall not be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the "Employer Architect" or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of:

- a) The Payment of Wages Act

- b) "Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- e) Apprentices Act 1981
- f) Any other Act or enactment relating thereto, and rules framed there under from time to time.
- g) Indian Electricity Act (IE Act) and follow the rules.

The contractor shall keep the "Employer" saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the "Employer" in connection with any claim that may be made by any workmen. Contractor shall obtain all-inclusive labour insurance policies before commencement of construction work.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the "Employer" regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the "Employer and Architect" and also to the competent authority where such report is required by law.

26. DISMISSAL OF WORKMAN

The contractor shall on the request of the "Employer /Architect" immediately dismiss from works any person employed thereon by him, who may in the opinion of the "Employer" be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the "Employer" or any of their officer or employee.

27. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the "Employer" and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

28. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of his or a sub-contractor's employees, whether such injury or damage

arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as claim made in respect of injury or damages under any acts of compensation or well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the "Employer" and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any damage consequent upon such claim. The contractor shall submit an indemnity bond in the approved proforma (enclosed under Appendix-5) in a stamp paper indemnifying SIDBI / Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall affect the insurance necessary and indemnify the "Employer" entirely from all responsibility in this respect. The insurance must be placed with a company approved by the "Employer" and must be effected jointly in the name of the contractor and the "Employer" and the policy lodged with the latter. The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage.

The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The "Employer" shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim for damages from any sums due or to become due to the contractor.

29. INSURANCE

The Contractor shall, at his own expense insure the works, effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the "Employer", for the 125 % of the full amount of the contract. The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the "Employer" and the Contractor (the name of the former being placed first in the policy.) with "Employer" as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the "Employer" within 14(Fourteen days) days from the date of issuing the work order.

The Contractor shall also indemnify the "Employer" against all claims which may be made upon the "Employer", whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of contractor or sub-contractor with

an Insurance Company approved by the "Employer", a comprehensive policy of Insurance and deposit such policy or policies with the "Employer" from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the "Employer" on his behalf may so insure and may deduct the premiums paid with an appropriate penalty from any money due, or which may become due to the contractor.

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.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Architect may deem fit, but shall, however, not be entitled to reimbursement by the "Employer" of any shortfall or deficiency in the amount paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the "Employer" such policies. The Contractor shall not permit a sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

30. ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the "Employer/Architect" furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract, if the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the "Employer" shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

31. MEASUREMENTS

Before taking any measurement of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to

attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

32. PAYMENTS

Initial Mobilization Advance : No mobilization advance will be considered by the Bank.

Running Bill payments: All bills shall be prepared by the contractor in the form prescribed by the "Employer"/ "Architects". Normally one interim bill shall be prepared

each month subject to minimum value for interim certificate as stated in the Appendix-1. The bills in proper forms must be duly accompanied by detailed measurements & test certificate in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The "Architects" shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the "Employer" and the contractor shall be entitled to payment thereof, within the period of honouring certificate stated in the Appendix-1.

The amount stated in an interim certificate shall be the value of work properly executed and material advance up to 75% of invoiced value of materials brought to site for permanent incorporation into the work after preparation of the previous bill less the amount to be retained by the "Employer" as retention money vide clause 11 of these conditions. Advance paid for materials already incorporated in the work shall be recovered.

The material advance shall be admissible only on materials, which in the opinion of the "Architects", are imperishable in nature, are genuinely required for use in the work in the near future, are of the required quality and are adequately protected against damage, theft, loss etc. If required, the employer may ask for the Bank guarantee in the approved format towards the advance amount released against the material.

If the "Employer" has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to contractor in accordance with the quantities consumed in the work. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the "Employer" under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

33. FINAL PAYMENT

The final bill shall be submitted by the contractor to the "Architects" within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the "Architects" and payment shall be made within three months for such of those items and quantities that in the opinion of the "Employer", are undisputed.

For delayed works LD will be applicable as per clause 15.

The Final Bill shall be accompanied by a "Certificate of Completion" from the Architects". Payments of final bill shall be made after deduction of Retention Money as specified in clause 11 of these conditions, which sum shall be refunded as stipulated in Clause 11. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

34. VARIATION / DEVIATION

The "Employer" shall have powers to order additional /non-tendered items to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing.

The rate or price of all such additional items/non-tendered/modified items will be worked out in the following order

1. On the basis of rates quoted for similar items in the contract wherever existing.
2. As per CPWD-DSR 2016 after effecting the percentage quoted by the contractor
3. On CPWD rate analysis based on prevalent fair price of labour, material and other components besides Contractors profit and OH @ 15% as required.

The tender rates shall hold good for any increase or decrease in the tendered quantities.

35. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the "Employer"/" Architects" in writing for any such substitution well in advance. Materials designated in the Schedule of

Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the "Employer"/" Architects" has to be obtained in writing.

36. COMPLETION OF WORK

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures etc. of all paint/polish/distemper splashes/dirt/dust etc., if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings. The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Architect/"Employer" in writing that he has completed the work and it is ready for inspection. On receipt of such written intimation from the contractor, the Architect/ "Employer" shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Architect/ "Employer" shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the "Employer"/Architect for further inspection. The work shall not be considered as complete until the "Employer"/" Architects" have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate.

No such certificates shall be issued until the contractor clears away and removes from the site all constructional plant, surplus materials, rubbish temporary works of every kind and leaves the whole of the site and the works clean and in a workman like condition to the satisfaction of the "Employer"/" Architects".

37. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the "Employer" all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In default the "Employer" may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the "Employer" or may be deducted by the "Employer", in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work

and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No.11 together with any expenses the "Employer" may have incurred in connection therewith

For water proofing works and anti-termite works, the defects liability period will be respective guarantee/ warranty period which would be 5 years from completion of work. In case of these works contractor has to submit a Bank guarantee, valid for the guarantee/ warranty period, for an amount equivalent to 5% of the cost of such works. Alternately, SIDBI shall deduct 5% of the cost of such works and keep in fixed deposit for guarantee/ warranty period and return the amount after completion of guarantee/ warranty period subject to satisfactory performance of the work during the defect liability period.

38. CONCEALED WORK

The contractor shall give due notice to the "Employer"/"Architects" whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the "Employer"/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials.

Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the "Employer"/" Architects" shall be accepted as correct and binding on the contractor.

39. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

40. SUSPENSION

If the contractor except on account of any legal restraint upon the "Employer" preventing the continuance of the work or in the opinion of the "Employer" shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the "Employer" shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause .

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the "Employer" may proceed as provided in clause 42 (Termination of Contract by "Employer").

41. TERMINATION OF CONTRACT BY "EMPLOYER"

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in

insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the "Employer" that he is able to carry out and fulfill the contract, and if so required by the "Employer" to give reasonable security therefore, or if the contractor 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, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper or workmanship in carrying on the works, or shall in the opinion of the "Employer" not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the "Employer" after three clear days' notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract 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 executed had been executed by or on behalf of the contractor (without thereby creating any Bank in favour of the contractor). Further the "Employer" or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or, may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, 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 or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the "Employer" shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the "Employer" may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the "Employer" in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

42. FORECLOSURE OF CONTRACT

If at any time after acceptance of the tender, the Bank decides to foreclose for any reason whatsoever, the Bank shall give notice in writing to that effect to the contractor. In the event of foreclosure, the Bank shall be liable:

- a. to pay reasonable amount assessed and certified by the Architect of the project the expenditure incurred, if any, by the contractor on preliminary works at site e.g., temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the works including supply to labour/staff quarters, office etc.
- b. to pay the contractor at the contract rates full amount for works executed and

- measured at site up to the date of such foreclosure.
- c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the Bank should be in good condition and the Bank may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Architect/Bank.
 - d. to take back the materials issued by the Bank but remaining unused, if any, in the work on the date of foreclosure/reduction in the work, at the original issue price less allowance for any deterioration or damage cost while in custody of the contractor.
 - e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

The contractor shall, if required by the Bank furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Architect to assess the amounts payable in terms of clause 43 of the contract. The contractor shall not have any claim for compensation for foreclosure of the work, other than those as specified above.

43. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the

"Employer" hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the "Employer" will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the "Employer" within thirty days of receipt of the names. The "Employer" shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the "Employer" fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the "Employer" a panel of three names of persons who shall all be unconnected with either party. The "Employer" shall on receipt of the named as aforesaid select anyone of the person's name and appoint

him as the Sole Arbitrator. If the "Employer" fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the "Employer".

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 as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees and expenses, 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 Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

44. ESCALATION

The rate quoted in the tender shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc.

45. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

On completion, the contractor will clean all windows and doors, including the cleaning with oil, if necessary hardware inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Architect.

46. ADOPTION OF INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORING

As per the directives of the Central Vigilance Commission(CVC), New Delhi, the SIDBI is bound to Implement a concept called Integrity Pact(IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/ bidders(i.e. Contractors) and the buyer(i.e. SIDBI) committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The IP envisages a panel of Independent External Monitors, who would review independently and objectively, whether and to what extent parties have complied with their obligations under IP.

CVC has appointed Independent External Monitor (IEM) details as below: -

Shri. Ashok Sinha, (IAS retd.)

13 Yayati, Sect-58A, Nerul (West),

Palm Beach Road,

Navi-Mumbai 400706

Mob: 9821844044, e-mail: asinha51@gmail.com

The Salient feature of the Pact is given as under:

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired quality of work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties also agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facia found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or

disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.12 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit initial/total Security Deposit, with the BUYER through any of the following instrument.

- (i) Bank Draft on a Pay Order in favour of SIDBI, payable at Delhi
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 5.2 **The Earnest Money (to be paid in the form of Bank Draft only)** / Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same

without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with another BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. **Other Legal Actions**

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

All the contractors applying for this tender shall be governed by the abovementioned provision of the Integrity Pact.

For & on behalf of the
SIDBI with seal

For & on behalf of
Contractor with seal

47. All the intending Agencies/Contractors are also requested to note following important provisions-

- a. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GOI.
- b. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- c. If deemed fit, the Bank may procure minimum of 20% of the contract value of any goods or services from MSEs. Further, the Bank reserves the right to procure part work/services (about 4% out of above 20%) to MSEs owned by SC and ST entrepreneurs, if found suitable. Provided, these MSEs quoting price within the price band of L1 +15% & bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSEs. In case of more than one such MSEs, the supply shall be shared proportionately at the discretion of the Bank.
- d. Further, such MSEs would also be entitled for tender sets free of cost and exemption from payment of earnest money deposit. In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.
- e. Agencies desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

Signature of the Contractor

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special conditions of Contract shall be read in conjunction with the General Conditions of contract, Specifications of work, Drawings and any other documents forming part of this contract wherever the context so requires.

Not with standing, the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the Special Conditions of Contract, shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnance, or variance, prevail.

2. INTERPRETATION OF TERMS:

(a) Whenever the words "directed", "as required", "selected", or words like effect are used, it is to be understood that the selection, direction or requirement of the Architect are intended.

(b) The words "approved", "satisfactory" or words of like import shall mean "approved by" or "satisfactory to" the Bank, whose approval must first be obtained before the materials ordered or the works to which the words refer to are put in hand

(c) The word "allow" shall mean that the contractor shall include in his rates for the particular matter referred to

(d) The words "as described" shall mean the description in the trade preambles, general preambles, specifications, general instructions etc.

3. ORDER OF WORK:

The Architect/SIDBI reserves the right to fix the order in which the various items of work involved in this contract are to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

4. TESTS FOR QUALITY OF MATERIALS AND WORKS:

The quality of all materials proposed to be used in the works will be as per the relevant Indian Standard Specifications and will be generally in accordance with the provisions of the Technical Specifications.

The Contractor will carry out routine tests on all building materials for ascertaining the various qualities of the same as per the relevant tests procedure on samples collected at regular intervals and submit the reports in triplicate to the "Architects".

General guidelines showing the tests required to be carried out on materials and the frequencies of such tests are indicated in "Mandatory Tests" attached to the Technical Specifications of this document. The Architect may at his discretion direct the Contractor to carry out any or all such tests and at intervals shorter or longer than those specified. The lists of preferred materials attached to this document is not exhaustive and the Architect may direct the contractor to carry out tests on other materials not specified in the list. The contractor in all cases will carry out the tests required to be done by him and costs of conducting such tests and furnishing the results will be borne entirely by the contractor. No claim towards reimbursement of such costs or part thereof will be entertained at any time and the rates quoted by the contractor for various items of works will be deemed to be inclusive of such cost.

5. SAMPLES:

(a) Before ordering materials, the Contractor shall get samples or makes of the materials approved from the Architect well in time. If ordered by the Architect, the samples of materials shall be got tested from approved laboratories at the contractor's cost before approval. No claim will be allowed for delay to the progress of work caused by tests.

(b) The contractor shall furnish well in time before work commences, at his own cost, any samples of materials or workmanship that may be called for by the Architect for his approval and any further samples in case of rejection until such samples approved. Such samples when approved shall be the minimum standard for the work to which they apply. In case of items like suspended ceiling, timber partitions, etc., typical sample panels or prototypes shall be erected in position for approval before undertaking work. Rates quoted shall cover for such preliminary work.

© The contractor shall first prepare a sample flat as per the direction of the employer & Architect. On approval of the same, the entire work will be taken up. No extra cost, Time shall be considered for the same.

6. REJECTED WORKMANSHIP OR MATERIALS:

Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or deteriorated, must be removed immediately from the site and replaced at the contractor's expense, as directed.

7. DISCREPANCIES:

The several documents forming the contract are to be taken mutually explanatory of one another. In the event of any Errors, Omissions and Discrepancies, the same shall be dealt as under:

In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted. Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.

In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference be observed. Description in Schedule of Quantities. Drawings, Technical Specifications, Indian Standard

Specifications of B.I.S.

In case of difference between the offer written in figures and the offer in words, the offer in words shall prevail. In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to SIDBI. The contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

8. QUOTED RATES:

(i) The offer quoted by the contractor shall be held to include for providing and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, setting, cutting, waste, return of packing and all materials and labour and everything else necessary for the proper completion of each item of work to the approval of Architect and for Establishment Charges, overheads and profits. The Contractor shall provide at his expense all labour, materials and things required by the Architect or his representative for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all

planning gangways etc., necessary for affording access to every part of the work. (However, in regard to cube tests of concrete provisions made regarding the same under the trade 'Concrete' shall be applicable).

(ii) Contractor should note that unless otherwise stated the tender is strictly on item rate % basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted. No claim shall be entertained on this account except as provided in clause 35 of the General Conditions.

(iii) The offer shall include Liaisoning charges, supervision charges in applying & securing service connections like water supply, sewerage connection from respective statutory authorities, applying & obtaining occupancy certificate from local authorities and such other permits/ licenses in completing the building fit for occupation. SIDBI shall make direct payment to the concerned authorities in getting such permits, licenses, and service Connections on demand & against bills, notices. All other incidental charges, Liaisoning & supervision charges shall be loaded in the item rates of the tender.

9. WATER

The rates quoted by the contractors shall include for providing all the water required for the work including that required by special tradesmen and sub-contractors and pay all charges required by local authority or other authorities to get connection. Water must be clean, fresh, pure and free from earth, vegetable or organic matter acid or alkaline substance in solution or suspension. The contractors must execute any temporary plumbing work and pay all fees and charges. The contractors will be allowed use of any water surplus to requirements of the "Employer" from any existing well if any on the site, but no guarantee is given that the quantity available would be sufficient. The contractor will make his own arrangements for pumping and storing water. If supply from the Municipality or other bodies be inadequate, the contractor should provide tube well, tanker water duly tested or wells or open well at his own cost. All Health regulations in force shall be strictly observed by the contractor and pay all necessary charges.

10. ELECTRICITY

The contractor shall arrange with the concerned Electric Supply Authorities for a temporary meter for electric supply to the site and shall provide all temporary wiring, power and lighting points for the whole of the works and clear away when no longer required. He shall pay all charges for same and for current consumed, including the consumed by sub-contractors. Bank shall only sign any application form as owner of the property.

11. SECURITY and PROTECTION:

(i) All fences, trees, shrubs, grass, lawns and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at contractor's expense.

(ii) The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps, woodwork and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The contractor shall at his cost protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the Architect at completion. Before giving up possession, the Contractor must see that all doors, windows, and ventilators, etc., work easily and shall make all necessary adjustments.

12. MINIMUM WAGES ACT:

The contractor shall pay rates of Wages and observe hours of work and conditions of employment according to existing rules under Minimum Wages

Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated

13. INCOME TAX DEDUCTIONS/ WORK CONTRACTS TAX

Appropriate deduction as per relevant Income Tax & works contract tax Rules applicable at the time shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted by the owner with the Reserve Bank of India and State Govt. on behalf of the Contractor as per Rules

14. WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN

All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the work and at completion, including that of sub-contractors and special Tradesmen to be cleared and carted away and all materials rejected by the Architect's representative to be removed. Contractor's quoted rates shall allow for these factors.

15. USEFUL EXCAVATED MATERIALS:

Should suitable sand or gravel or moorum or rock be found in the excavation and the contractor be allowed to use the same in the work, he will be required to pay the "Employer" the full market value of the same. Any sand, gravel, moorum or rock taken from the Excavation will remain the property of the "Employer" and in the event of it not being allowed to be used in the work, the Bank/ Architect reserves the right to dispose it off in any way as ordinary excavated materials.

16. TOOLS FOR MASONS

Every bricklayer or plasterer on the work shall be provided with suitable level battens, trowels, wooden floats and breaking hammers for cutting brick and templates, to enable him to carry out the work in a neat and workmanlike manner, and each gang of brick layers or plasterer not exceeding six in numbers shall be provided with a suitable measuring rule, a plumb bob, a spirit level and a square in addition to the above mentioned, all to be to the approval of the Architect.

17. CONTRACTOR TO ASSIST SITE ENGINEER FOR TAKING MEASUREMENTS

The contractor or his representative shall accompany the Site Engineer when required to do so and assist in taking the measurements and shall agree to the measurements recorded on the spot.

If the Contractor fails to accompany the Site Engineer or any other person that has been duly authorized by the Architect to take measurements, then in such a case the measurements recorded by the Site Engineer or Architect's representative shall be binding on the Contractor.

All measuring tapes shall be steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense.

18. THEORETICAL CHECK

After the completion of the work the theoretical quantity of cement to be used on the work shall be calculated on the basis of standard coefficients. Over the theoretical quantity so calculated shall be allowed a variation up to 2% minus.

In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor.

19. SERVICE AND ADVICE BY CONTRACTOR TO "EMPLOYER":

The contractor shall place at the disposal of the "Employer" the services and the advice of himself and his staff of Engineers, Managers, suppliers/buyers of materials, foreman of trades or to other skilled persons employed by him for compliance of this contract.

20. NO OVER LOADING OF SLABS:

Floors of buildings shall not be loaded by stacks or materials during interior/renovation works without the prior approval of the Architect & SIDBI.

21. RATES TO COVER FOR WORK AT ALL HEIGHTS AND LEVELS:

The rates quoted by the contractor should cover for work at all heights and levels for all items or work under this contract. Lift of materials will not form any criterion for claiming extra payment.

22. ALTERNATIVE ITEMS:

In regard to alternative and 'rate only' items if any specified in the Schedule of Quantities, Contractor should note that SIDBI reserves the right to order the principal item or its alternatives to any extent entirely at SIDBI's discretion.

23. PROVISIONAL ITEMS:

If ordered by the Architect, Contractor shall be required to carry out provisional sum items at the same conditions and rates as applicable for this contract.

24. ATTENDANCE OF SUB – CONTRACTORS:

CO-ORDINATION: There may be separate tenders for any other specialized works/Items if required. The contractor is required to Co-ordinate & co-operate with all other agencies that are awarded with such other works during the entire project execution. Coordination / incidental charges, if any shall be included while quoting the rates for the different items of works as given in BOQ. Few such Special works/ Items are interior works, Lift installation, Fire Fighting System, Generator, & Transformer installation works, Air Conditioning etc. The contractor shall be responsible for the Co-ordination of all the work including that of sub-contractors and nominated sub-contractors, for arranging runs of all services and working to the requirements and layouts of the specialist trades, in all matters necessary for the complete execution of the work.

25. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:

Measurements of all items of work including extra items, if any, such as, work in foundations, including excavations, plinth filling, masonry concrete etc., steel in all R.C.C. works, pipes to be encased etc., shall be got recorded from the authorized Site Engineer by the contractor before they are covered up. Immediately the work is ready for measurements, contractors will give specific notice to Architect and Site Engineer for recording the measurements, the Contractor will refer the matter to the Architect for instructions, but in no case shall cover up the work without his permission.

26. OCCUPATION BY “EMPLOYER”:

The “Employer” reserves the right to occupy the works by section as completed, as may be considered by the Architect both practicable and reasonable and without hindrance to the contractor’s progress. However, the contractor has to provide necessary facilities without hindrance to these occupants.

27. MINIMUM REQUIREMENTS OF THE TECHNICAL STAFF:

Unless otherwise stated, contractor should note that irrespective of the fact whether the proprietor himself is a qualified Engineer or not, he shall appoint a qualified full time resident Engineer having a recognized Degree in Civil Engineering and a minimum of 5 years’ experience or a Diploma holder with 7years experience on similar works. Failing which SIDBI shall engage a Civil Engineer on behalf of the contractor and shall deduct a salary amount of minimum Rs500,00/- per month from his running bills, from the date of his non-employment of qualified Civil Engineer. Further, in case of absence of contractor’s full-time engineer from site, a penalty of Rs2000/- per day would be levied.

28. GUARANTEE FOR SPECIAL WORKS:

For special works like Anti-termite treatment and water proofing works, guarantee issued by the special agencies who are engaged for such works by the contractor, shall be submitted to SIDBI. For Termite treatment minimum 5 years guarantee and for water proofing of terrace, sump tank, toilets sunken portion, basement floor & wall areas minimum **5 years** is insisted. Such guarantees shall be submitted in the approved format of SIDBI and the main contractor shall be responsible for any breach in such guarantee terms.

29.NOC for fire Suppression/ fire Alarm Works

Contractor would be responsible for obtaining NOC in co-ordination with M/s Atmaram Constructions Pvt. Ltd. from concerned fire department after completion of work at site. Bank may have withheld reasonable amount towards the works.

30. Plan of Operations:

Before commencing the works the Contractor shall supply to the architect for his approval.

- Shop Drawings showing the general arrangement of his temporary buildings, access and other temporary works.
- A bar chart indicating the work planning & programming by the contractor.
- Disposal of Debris
- All the demolished material/debris shall be disposed off by the Contractor only at the dumping ground/place approved by the local authorities.
- **Examination/Audit of works by CTE, CVC, Auditors**
The entire work may be inspected/audited by the CTE, CVC, Auditors during/after completion of work. The Contractor shall extend all necessary co-operation for the same and rectify the defects, if any pointed out by them. Recoveries, if any suggested by them shall also be effected from the payments due.

Signature of the Contractor

SAFETY CODE

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with sanitary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above
- iv) Every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1.00m. Whenever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

Other Safety Measures

- vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Demolition

- xii) Before any demolition work is commenced & also during the process of the work.
 - a. All roads open areas adjacent to the work site shall either be closed or protected.
 - b. No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from the risk so over loaded with debris or materials as to render it unsafe.

Personal Safety Equipment

xiii) All necessary personal safety equipment like helmets, safety belts etc. as considered adequate by the Architect should be kept available for the use of the person 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.

Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles. Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles. Those engaged in welding works shall be provided with welder's protective eyesight lids. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public

The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work. When the work is done near any public place where there is risk of accidents all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines

xiv) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions.

1. (a) These shall be of good mechanical constructions, sound materials and adequate strength and free from patent defect and shall be kept in good working condition with necessary preventive maintenance

(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be anchorage of any hoisting machine including any scaffolding without signals to operator

3. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

4. In case of department machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

a) Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduced to minimum of risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, 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.

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 should be provided near the place of work.

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

Notwithstanding the above clause from (i) to (xv), there is nothing in these to attempt the contractor from the operation of any other Act or Rule in force in the Republic of India

Signature of Contractor

**APPENDIX-1
TIME SCHEDULE**

1. Period of completion:	12 weeks from the date of commencement of work,
2. Defects Liability Period (DLP)	12 months from the date of Completion of work (Except for Water Proofing/ Anti-termite treatment)
3. Date of Commencement	Within 7 days from the date of issue of work order
4. Liquidated Damages for Delay	As mentioned in the Clause 15 of General conditions of contract.
5. Period of final measurement	7 days from the date of virtual completion.
6. Value of work for Interim Certificate	Minimum of Rs.40.00 (Forty) Lakh.
7. Period of honouring interim Certificate	a) 75% in seven days from the date of preliminary checking certificate from the Architect. b) Balance amount in next 7 days from the date of detailed checking certificate by the Architect. However, the employer reserves the right to scrutinize the bills & hold the payments, if any.
8. Period of honouring Final Certificate	3 (Three) months from the date of submission of the complete bill to Architect.

APPENDIX-2
RUNNING A/C BILL

BILL FORMAT

1. Name of work :
2. Name of owner :
3. Name of Contractor :
4. Accepted contract amount :
5. Date of commencement :
6. Stipulated date of completion :
7. Actual date of completion :
8. Extension, if any :
9. Insurance valid up to :
- a) Workmen Compensation Act :
- b) Contractor's all risk Comprehensive :
10. Labour license no. and date & valid up to :
11. Serial no. of this bill :
12. No. & date of this bill :
13. Ref. to agreement no. :
14. Earnest money deposit :
15. Total retention money excluding E.M. as per contract :
16. Total retention money excluding which this bill has been prepared (Date to be mentioned) :

Sr. No	Item Description	Unit	Rate (Rs)	As per tender		Up to previous R/A Bill		Up to date (Gross)		Present bill	Remarks
				Qty	Amount (Rs)	Qty	Amount (Rs)	Qty	Amount		

Note:

i) If part rate is allowed for any items, It should be indicated with reasons bill

For following such rate.

ii) If adhoc payment is made, it should be mentioned specially.

SIGNATURE OF THE CONTRACTOR

New value (A) since previous

APPENDIX-3

FORMAT FOR RATE ANALYSIS OF ITEMS

I.	MATERIAL		
	1. Basic Cost of Material		Rs. _____
	2. Wastage - 5%	-	Rs. _____
II.	Labour: As per Standard	-	Rs. _____
	Labour output and labour input required for the particular item using quoted labour rates.		
III.	Machinery / Tools	-	Rs. _____
	Inputs of Machinery / Tools requirements as per the item and hire charges as per market.		
	TOTAL (I) + (II) + (III)		Rs. _____
IV.	Tax Liability		
	[as per contractual clauses will be added]	-	Rs. _____
V.	Add - ½ % for water charges	-	Rs. _____
	½ % for Electricity	-	Rs. _____
VI	Any Other Expenditure (please specify)		Rs. _____
	TOTAL		
	Contractor Profit & OH - 15%	-	Rs. _____
	GRAND TOTAL	-	Rs. _____

TDS will be deducted as per standard norms and recovery shall be made for water and electricity as per tender conditions.

APPENDIX-4
CONTRACT AGREEMENT

Interior/Renovation work in SIDBI Office at Atmaram House, 1, Tolstoy Marg, New Delhi

THIS AGREEMENT made at New Delhi on this **day of of Two Thousand and Eighteen** between, a Company within the meaning of the Companies Act, and having its Registered Office/ Office at (hereinafter referred to as "Contractor" which expression shall, unless it be repugnant to the subject or context thereof, include its heirs, legal representatives, executors, administrators, assignees, successors as the case may be) of the FIRST PART and

Small Industries Development Bank of India, a corporation established by Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at SIDBI Towers, 15, Ashok Marg, Lucknow - 226001 and inter alia an office at **Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi - 110055** (hereinafter referred to as "**SIDBI**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assignees) of the SECOND PART.

Whereas SIDBI is desirous of undertaking the Interior/Renovation works of SIDBI Office at Atmaram House, 1, Tolstoy Marg, New Delhi and has accepted the tender offer dated furnished by the contractor & the contractor has agreed to perform the services as set out and subject to the terms & conditions set forth in the said documents mentioned herein under

THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz,

a) Notice inviting Tender

b) The Tender Document comprising Tender Notice, instruction to tenderers, General

Conditions of the Contract, Appendix 1 toto General Conditions of Contract, Special Conditions of Contract, Technical Specifications (Schedules A,), Notes to Schedule of quantities, preferred makes of materials, Schedule of quantities for Civil, Plumbing, Sanitary, Interior & Electrical works, Tender Drawings / Sketches.

c) Safety code and Model rules for the protection of health, sanitary arrangements for workers employed.

d) Corrigendum(s) to tender.

e) Acceptance letter from contractor datedin response to the offer dated

f) Letter of Handing Over/ Possession issued to contractor by SIDBI letter No. APV, NDO dated

3. In consideration of the payments to be made by SIDBI to the Contractor the Contractor hereby covenants and agrees with the Bank to construct, renovate, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

For & on behalf of the
SIDBI with seal

For & on behalf of
Contractor with seal

APPENDIX-5

INDEMNITY BOND

Interior/Renovation work in SIDBI Office at Atmaram House, 1, Tolstoy Marg, New Delhi

THIS DEED OF INDEMNITY BOND made at New Delhi on this **day of** **of Two Thousand and Eighteen** by, a Company within the meaning of the Companies Act, and having its Registered Office/ Office at (hereinafter referred to as “**the Borrower**” which expression shall, unless it be repugnant to the subject or context thereof, include its heirs, legal representatives, executors, administrators, assignees, successors as the case may be).

Now this Deed Witnessed that in pursuance of the contract agreement **dt.....**and in consideration of SIDBI having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect of SIDBI office situated at Atmaram House, 1, Tolstoy Marg, New Delhi and referred to above,

I hereby undertake to indemnify and keep harmless the SIDBI & its project Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which I shall be solely responsible.

Signature of Contractor With seal

Witness: -

1.

2.

APPENDIX - 6

PERFORMANCE GUARANTEE

AGREEMENT TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF ANTI-TERMITE TREATMENT OR WATER PROOFINGWORKS

THIS AGREEMENT made at New Delhi on this day of of **Two Thousand and Eighteen** between, a Company within the meaning of the Companies Act, and having its Registered Office/ Office at (hereinafter referred to as "Contractor" which expression shall, unless it be repugnant to the subject or context thereof, include its heirs, legal representatives, executors, administrators, assignees, successors as the case may be) of the FIRST PART and

Small Industries Development Bank of India, a corporation established by Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at SIDBI Towers, 15, Ashok Marg, Lucknow - 226001 and inter alia an office at **Videocon Tower, Ground Floor, E-1, Rani Jhansi Road, Jhandewalan Extension, New Delhi - 110055** (hereinafter referred to as "**SIDBI**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assignees) of the SECOND PART.

Whereby the Contractor, inter alia, undertook to render the works executed in the said Contract recited completely water and leak-proof, AND WHEREAS, the Contractor agreed to give a guarantee to the effect that the said water proofed areas will remain water and leak-proof for **FIVE YEARS** and Anti-termite treated areas will remain termite free for **FIVE YEARS** from the date of giving water proofing/ anti-termite treatment as certified by Architect of project i.e., from

NOW, the contractor hereby guarantees that water proofing treatment given by them will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date of giving water proofing treatment, mentioned herein above.

Provided that the contractor will not be responsible for leakage caused by earthquake or structural defects or misuse of premises or alteration and for such purpose:

(a) misuse of premises shall mean any operation which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the premises;

(b) Alteration shall mean construction of an additional storey a part of the roof or construction adjoining to existing roof, construction of basement by adjoining building owners, construction of adjoining toilets/ kitchen; whereby water proofing treatment is removed in parts;

(c) The decision of SIDBI with regard to the cause of leakage shall be final.

During this period of guarantee, the Contractor shall make good all defects and in case of any defect being found, render the renovated area of building water/ termite proof to the satisfaction of SIDBI at their cost and shall commence the work for such rectification within seven days from the date of issue of the notice from SIDBI calling upon them to rectify the defects, failing which the work shall be got done by the Department by some other party at the contractor's cost and risk. The decision of SIDBI as to the cost payable by the contractor shall be final and binding.

AND whereas, the contractor has agreed to retain 5% of the actual cost of such water proof/ anti-termite treatment works, with SIDBI.

Being on successful completion of Guarantee Period, the deposited amount shall be paid by SIDBI to the contractor.

That if contractor fails to execute the water proofing/ Anti-termite treatment or commits breach there under, the contractor will indemnify the Bank and its successors against all loss, damage, cost, expense or otherwise which may be incurred by the Bank by reason of any default on the part of the contractor in performance and observance of this Supplementary Agreement, SIDBI shall forfeit deposit amount if contractor fails to execute the defects, if any, and may claim damages. As to the amount of loss and/or damage and/or cost incurred by SIDBI, the decision of SIDBI will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the contractor
and by the DGM-APV-SIDBI, NEW DELHI for and on behalf of SIDBI on the day, month
and year first above written.

SIGNED, Sealed and Delivered by CONTRACTOR.

SIGNED for and on behalf of SIDBI

TECHNICAL SPECIFICATIONS

CIVIL, SANITARY AND PLUMBING WORKS

- I. The work shall be carried out as per the drawings issued by Architect/ Consultant, relevant B.I.S codes, CPWD specifications and the code of practice and manufacturer's instructions.
- II. The contractor shall follow the safety codes as per the relevant codes.
- III. Resolving local constraints, seeking permission/ consent/ approved/ permit/ license shall be the responsibility of the contractor.
- IV. Contractors shall prepare 4 sets of drawings, co-ordinate bar schedule and obtain necessary approval from engineer in charge.
- V. Rate quoted shall include provision of scaffolding, hoist tackles, shuttering materials and all other materials required for the proper execution of work.
- VI. The contractor shall provide all labors, materials and equipments required by the engineer in charge for testing measuring the work.
- VII. The contractor shall adhere to bye laws/ laws. No extra payment shall be made as the account.
- VIII. The equipment quoted by the contractors shall fit into the span meant for such equipments.
- IX. After completion the contractor shall satisfy himself/ owner and the engineer in charge for the proper functioning of the system and shall carry out performance test in the pressure of engineer in charge.
- X. All materials shall conform to the latest edition of the Indian Standard Specification. Standard issued elsewhere may be used only if approved by SIDBI/Architect and for those materials only for which appropriate Indian Standards do not exist.
- XI. All technical specifications of all works shall conform to the latest CPWD Specifications, with up to date correction slips, amendments and additions. The work shall be carried out in general as per the latest Central Public Works Department (CPWD) specifications with up to date correction slips, amendments and additions.
- XII. If specification for any material is not available in the above I) and ii) the contractor should consult SIDBI/Architect for further clarification before execution of work or the manufacturer's manual has to be followed after SIDBI/Architect approval.

ELECTRICAL AND FIRE ALARM WORKS

- I. ALL WORK SHALL BE CARRIED OUT BY 'A' LICENSED CONTRACTOR ONLY
- II. All electrical works installations shall generally be carried out in conformity with the requirements of the Indian Electricity Rules 1956 as amended up to date and to the relevant regulations of the electric supply authority concerned and IS 732 Indian Standards Code of Practice for Electrical Wiring Installations. The specifications shall **Confirm to CPWD specifications.**
- III. All the equipment, fittings and accessories, materials selected for the wiring installations, shall conform to the relevant Indian Standards wherever these exist. These will be of makes as specified in the tender or as approved by the Engineer.
- IV. The fire alarm system shall consist of intelligent smoke cum heat detectors, Manual call points, response indicator/ sounder and zonal panels along with sheathed armed. FRI cable and shall be suitable for conditions prevailing at Delhi
- V. The work carried out under the contract shall include all items specified in the BOQ. and other items as may be instructed by the engineer in charge and items that may be required to complete work. The engineer in charge shall inspect site from time to time. The work shall include labor, materials, tools and plants, transportations hoisting etc. that may be required in preparation and completion of the work.
- VI. The system must be capable of being installed on two-core and earth cable for each zone which will support automatic detectors, combined detector/sounders, manual call points and standalone electronic sounders. Output modules should be available to be spurred off each zone to activate other equipment such as door magnets etc. Each of the devices in the system should have the facility of a built-in end of line fault monitoring device operated by means of a DIL switch. Activation of detectors and manual call points should be displayed separately at the control panel. The control panel should be compliant with EN54-2: 1997 and EN54-4:1997
- VII. All the materials and equipment shall be installed in accordance with the recommendation of the manufacturer and as approved by Engineer-in-charge. Skilled workmen of this type of work shall accomplish the installation. Approved identifiable screen terminal, strips or connectors shall make system connections. Wiring shall be neatly done. The terminations shall be crimped and tagged to identify the area and function served
- VIII. It will be the responsibility of contractor to get the load sanctioned from BSES and connection energized. However, the security for load and estimate charges if any etc. will be paid by the Bank production of receipts. - It will also be the responsibility of contractor to get the installation inspected from Chief Elect. Inspector of BSES and get the installations passed if required.

INTERIOR WORKS

- I. In all cases Latest B I.S. Code will be applicable & followed)
- II. The work shall be executed using all material involved in strict accordance with the standards norms, specifications and properties laid down in CPWD specifications. Where CPWD specifications or BIS codes are not available work shall be carried out strictly as per manufacturer's specification as approved by the Architect and also as per the drawings and specifications as issued by the SIDBI/Architect
- III. However, all materials shall be of approved quality and manufacture / makes / brands. List of materials of approved brands and manufacturers is appended below as a part of tender for using material in the execution of work with the prior approval of sample of each material from the Architect/SIDBI.
- IV. Unless otherwise shown on the drawings or mentioned in the schedule of Quantities or anywhere in the contract the quality of materials, workmanship, dimensions etc. shall strictly conform to IS codes, CPWD specifications, manufacturer guidelines and user manuals, whichever is applicable. This applies to all wood work, laminates, ply, block board, MDF, veneer, glass panels, all hardware, all paints, polishes, PU Finish, mineral acoustic tile false ceilings, acoustical wall panels, gypsum board ceiling, blinds, pin up boards and any other materials or systems mentioned in the schedule of quantities, drawings etc.

FIRE FIGHTING

- I. Work under this contract shall be executed as shown on the drawings and given in the specifications; and required at site whether specifically shown or not. Notwithstanding the sub division of the documents into these separate section and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- II. Where it is mentioned in the specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his cost. The material, design and workmanship shall satisfy the regulations of the TAC, the job specifications contained herein, and codes referred to where the job specification and TAC requirements stipulate in addition to these contained in the standard codes and specification, these additional requirements shall also be satisfied.

- III. **Scope of work:** Work under this contract consist of furnishing labor, materials, equipment and appliances necessary and required to completely do all works relating to the fire protection system as describe here – in – after and shown and the drawings, consisting of: Supply, installation, testing and commissioning of:
 - IV. Fire hydrant system including fire pumps and ancillary equipments.
 - V. Automatic sprinkler system.
 - VI. Hand appliances.
 - VII. Preparation of plans based on the shop drawings/actual work at site and getting approval/NOC by the Local Fire Authority.
 - VIII. Getting tested by and approval of the installation by the Local Fire Authority during the modification /construction stage as well as after completion. Supply of necessary spare parts during the commissioning stage.
 - IX. Supply of any other item or services not specifically mentioned anywhere but required by the Local Fire Authority or essential for the operation.

GENERAL SPECIFICATIONS/ FINISHING SCHEDULE

S. No.	Flooring and Skirting	Wall Finish	Partition	False Ceiling
1	<p>1. VITIFIED TILE- IN ALL OFFICE AREAS AND CAFETARIA</p> <p>2. CERAMIC TILE IN TOILET, KITCHEN AND PANTRY</p> <p>3. NATURAL STONE IN LIFT AND STAIRCASE LOBBY</p> <p>4. LAMINATED WOODEN FLOORING IN CHAIRMAN OFFICE AND CONFERENCE ROOM</p>	<p>1. EMULSION PAINT OVER PUTTY IN ALL OFFICE AREAS</p> <p>2. WALL PANELLING – PL 1, IN SPECIFIED AREAS IN OFFICE SPACES</p> <p>3. WALL CERAMIC TILES IN TOILETS AND PANTRY</p>	<p>WALL PARTITION AS FOLLOWS</p> <p>1. PT 1- SOLID WOODEN PARTITION [UPTO BOTTOM OF FALSE CEILING]</p> <p>2. PT 2- FULL GLAZED PARTITION- 12MM TOUGHENED GLASS [UPTO BOTTOM OF FALSE CEILING]</p> <p>3. PT 3- PARTIALLY SOLID PARTIALLY GLAZED 8MM THICK GLASS PARTITION [UPTO BOTTOM OF FALSE CEILING]</p> <p>4. PT 4- 1200MM HIGH WOODEN PARTITION</p>	<p>COMBINATION OF GYPSUM BOARD AND MINERAL ACCOUSTIC TILES. BOFC OF GYPSUM BOARD = 2400MM FROM FFL</p> <p>BOFC OF MINERAL ACCOUSTIC TILES. = 2700MM FROM FFL</p>

PREFERRED MAKE OF MATERIALS		
LIST OF APPROVED MAKES OF MATERIALS (CIVIL WORK)		
S.NO.	MATERIALS	MAKE/MANUFACTURE
2	SCREWS	1) GKW LTD. 2) NETTLE FOLD
3	DASH FASTNER	1) FISCHER 2) HILTI
4	STAINLESS STEEL ACCESSORIES FOR MODULAR KITCHEN AND CUPBOARD	1) INOX 2) EBCO 3)HETTICH
5	FLOAT GLASS	1) TATA 2) MODIFLOAT
6	CEMENT	1) ULTRATECH 2)SRIRAM CEMENT 3)ACC
7	STRUCTURE STEEL & TOR STEEL	1) SAIL 2) TISCO 3) RINL
8	PAINTS AND DISTEMPER	1) ASIAN 2) BERGER 3) NEROLAC
9	TEXTURED PAINT	1) HERITAGE 2) UNI-TILE 3) ASIAN 4) SPECTRUM
10	WATER PROOFING CEMENT PAINT / EXTERIOR GRADE PAINT	1) ASIAN 2) BERGER 3) NEROLAC
11	ACRYLIC BASED INTEGRAL WATER PROOFING COMPOUND	1) ROFFE 2) TAPECRETE 3) ARMOURCRETE 4) PIDILITE
12	WATER PROOFING COMPOUND TO BE MIXED IN CEMENT	1)CONPLAST BY M/S FOSROC 2)CONFLOW BY M/S ESSEN 3)TAPE CRETE BY M/S CICO 4)PIDIPROOF BY M/S PIDILITE
13	GLAZED TILES & CERAMIC TILE	1) KAJARIA (FIRST QUALITY) 2)SOMANY (FIRST QUALITY) 3)JOHNSON (FIRST QUALITY)
14	VITRIFIED TILES	1) JOHNSON 2) NITCO 3) KAJARIA
16	STAINLESS STEEL SCREWS FOR FABRICATION &FIXING OF HANDLES AND ACCESSORIES	1) KUNDAN 2) PUJA 3) ATUL
17	STAINLESS STEEL BOLTS, WASHERS AND NUTS	1) KUNDAN 2) PUJA 3) ATUL

18	E.P.D.M. GASKET	1) ROPE 2) ANAND
19	DOOR SEAL—WOOLPILE, WEATHER STRIP	1) ANAND 2) RADDIPLEX
20	BITUMEN	1) INDIAN OIL CORPORATION 2) SHALIMAR TAR PRODUCTS
21	STAINLESS STEEL MORTICE LATCH & LOCK	1) GODREJ 2) GOLDEN 3) DORSET
22	HYDRAULIC DOOR CLOSER	1) DOORKING 2) EVERITE
23	FLOOR SPRING	1) DOORKING 2) EVE RITE
24	PATCH FITTINGS	OZONE
25	COMMERCIAL FLUSH DOORS / DECORATIVE FLUSH DOOR	1) GREEN PLY INDUSTRIES LTD. 2) CENTURY PLY
26	MARINE PLY WOOD/BWP PLYWOOD / BLOCK BRD / DECORATIVE PLYWOOD	1) KITPLY INDUSTRIES LTD 2) GREEN PLY INDUSTRIES LTD. 3) NATIONAL PLYWOOD INDUSTRIES LTD
27	PLAIN / PRELAMINATED PARTICLE BOARD	1)NOVOPAN 2) MERINO INDIA 3)CENTURY PLY
28	MDF (MEDIUM DENSITY FIBRE BOARD)	1) CENTURY PLY 2) GREEN PLY INDUSTRIES LTD.
29	LAMINATES	1) GREENLAM INDIA 2) FORMICA 3) MERINO INDIA 4) DECOLAM
30	ALUMINUM DOOR / WINDOW / GRILL	1) JINDAL ALUMINUM LTD. 2) HINDALCO INDUSTRIES 3)INDAL ALUMINUM INDUSTRY
31	ALUMINUM ACCESSORIES	1)CLASSIC ALUMINUM INDUSTRY PTE LTD 2) ARGENT INDUSTRIES 3)NU-LITE INDUSTRIES (INDIA)
32	ANTI TERMITE TREATMENT	1)GODREJ HI CARE
33	BADMINTON COURT FLOORING	1) SUNDEK SPORTS FLOORING

LIST OF APPROVED MAKES OF MATERIALS (PLUMBING FIXTURES)				
S.NO.	MATERIALS	I.S.NO.	MAKE	MANUFACTURER
1.	VITREOUS CHINA WARES		INDIAN MAKE	PARRYWARE JAQUAR CERA
2.	C.P. BRASS FITTINGS / ACCESSORIES			JAQUAR CERA PARRYWARE
4.	KITCHEN SINK			NIRALI / JAYNA NEELKANTH / PRAYAG
5.	SPUN CAST IRON PIPES & FITTINGS	3989		NECO / KAPILANSH DHATU UDYOG.
6.	UPVC (SWR)	13596		SUPREME INDUSTRIES ASTRAL FINOLEX PIPES
7.	SAND CAST IRON NECO LTD /SPUN CAST IRON	1729		NECO, JAYASWALS
8.	G.I.PIPES/M.S.PIPES	1239/3589		TATA JINDAL HISSAR
9.	G.I. PIPE JOINTING MATERIAL			LOCTITTE/DR.FIXIT- PIDILITE PARKASH SURYA
10.	CPVC PIPES AND FITTINGS		NOVEON	FLOW GUARD ASTRAL/AJAY ASHIRWAD
11.	G.I. FITTINGS (MALLEABLE CAST IRON)	1879		UNIK / DRP
12.	CHECK VALVES (SLIM TYPE)			ADVANCE SANT / ZOLOTO
13.	BUTTERFLY VALVE			AUDCO ADVANCE / SKF KARTAR/ SANT/ ZOLOTO
14.	BALL VALVES (15 TO 40 MM)			ZOLOTO/VB/SANT/CIM
15.	STONEWARE PIPES & GULLY TRAPS	651		PERFECT TRAPS ANAND
16.	R.C.C. PIPES	458		JAIN SPUN PIPE DEWAN SPUN PIPE PRAGATI UDYOG
17.	C.I. MANHOLE COVER & FRAME	1726		NECO RIF
18.	PVC OVERHEAD TANK			SINTEX BINANI
19.	SFRC MANHOLE & ROAD GULLY COVERS /GRATING		KK SFP	KK MANHOLES CHAMBER, GRATINGS PVT. LTD. STEEL FIBRE PRODUCTS, PITAMPURA, DELHI
20.	HOT WATER INSULATION	78		THERMAFLEX KAIFLEX/ SANICON ENERGY
21.	ANTI CORROSIVE TAPE FOR PIPE			PYPKOTE IWL INDIA LTD.

	PROTECTION			CHENNAI
22.	UPVC PRESSURE PIPES			SUPREME / JAIN/ ASTRAL
23.	ANTICORROSIVE BITUMASTIC PAINT			SHALIMAR

LIST OF APPROVED MAKES OF MATERIALS (ELECTRICAL WORKS)

S.NO.	MATERIALS	MAKE/MANUFACTURE
1.	SWITCHES / SOCKETS / GI BOXES MODULAR PLATES ACCESSORIES	1) M.K(IVORY) 2) CRABTREE 3) LEGRAND 4)ANCHOR ROMA 5)INDO ASIA
2	CONDUIT(PVC)	1)BEC 2)AKG 3)POLYPLAST
3	CONDUIT METALLIC	1)BEC 2)STEELCRAFT 3)S&S
4	WIRES (FRLS COPPER)	1)NATIONAL 2)SKYTONE 3) RPG 4) RR CABLES 5) FINOLEX
5	D.B.	1)LEGRAND 2)CONTROL &SWITCHGEAR 3)HAGER 4) ANCHOR
6	MCB'S / ELCB'S	1)LEHMAN 2) CONTROL&SWITCHGEAR 3)HAGER 4) INDO ASIA 5) HAVELLS
7	MCCB	1)LEGRAND 2)CONTROL& SWITCH GEAR 3)HAGER 4)L&T 5)SNEIDER 6)HAVELLS
8	HAXAGONAL POLES	1) BAJAJ 2) CELLOM 3)JKM THERMO ENGG. TECHNACALPVT.LTD
9	POST TOP LANTERN / GATE LIGHT	1) BAJAJ 2) PHILIPS 3) CROMPTON
10	AUTO CHANGE OVER	1) HAVELLS 2) SUBTECH 3) SELVO 4) JEPRO
11	TELEPHONE WIRE& CAT 6	1)RR CABLE 2)DALTON 3)AT&T AS PER ITSI WS-1130
12	TERMINAL LOWERS	1)WAGO
13	CABLES	1)NATIONAL 2)SKYTONE 3)PARAMOUNT 4)FINOLEX 5)RPG 6) FINOLEX
14	CABLE TERMINATION	1)JAINSON 2)DOWELLS

		3)ELCON 4)WAGO
15	GLANDS	1)SIBG TYPE 2)DOWELLS 3)JAINSON
16	TRUNKING(PVC)	1)OBO 2)MK
17	INDUSTRIAL SOCKET	1)L&T 2) NEPTUNE 3)INDO ASIA 4)HPL
18	LIGHT FIXTURE	1)BAJAJ 2)PHILIPS 3)DECON 4)HPL 5)WIPRO
19	FAN/ EXHAUST FAN	1)BAJAJ 2)GEC 3)USHA
22	SIGNAGE SYSTEM	1) CREATIVE SIGNAGE 2)HINDUSTAN SIGNAGES 3)GALAXY SIGNAGES
23	SECURITY SYSTEM (PROVIDER)	1) ADONE SYSTEM, DELHI 2)KALKASOFT INFOTECH PVT. LTD., DELHI 3)NETCOM IMPO EXPO, DELHI
24	CCTV	1) HIKVISION 2) HONEYWELL
25	LIFT	1) OTIS 2) JHONSON 3) THYSSUNKRUP 4) KONE

LIST OF APPROVED MAKES OF MATERIALS (FIRE SUPPRESSION WORKS)		
S.NO.	MATERIAL	BRAND NAME
1.	BLACK STEEL/M. S PIPES/ G.I PIPES	JINDAL HISSAR, JINDAL, TATA
2.	G.I. FITTINGS (MALLEABLE C.I)	ZOLOTO, UNIK, R
3.	GATE VALVES/GLOBE VALVES/BALL VALVES	CIM, ZOLOTO, LEADER
4.	CS/CI BUTTERFLY VALVES, CHECK VALVES, Y STRAINER	SKS, CIM, AUDCO, KIRLOSKAR, IVC
5.	ALARM VALVE	HD, GEM, RELIABLE
6.	SPRINKLER HEAD	SPRAYSAFE, ASCOA, SAFEX, GRINNELL, STAR, TYCO, VIKING
7.	FIRE HYDRANTS, FIRE HOSE REEL, GM COLLECTING HEAD, FIRE HOSE COUPLINGS, BRANCH PIPE AND NOZZLES	SUPEREX MINIMAX, NEWAGE,
8.	CANVAS HOSE (RRL)	JAYASHREE, INDIAN RAYON, NEWAGE, PADMINI
9.	FIRE EXTINGUISHERS	SUPEREX, MINIMAX, FIREX, SAFEFIRE, GEETECH, PADMINI,
10.	RUBBER HOSE PIPE	DUNLOP, PADMINI OR EQ. APPD. MAKE
11.	PUMPS	KIRLOSKAR, MATHER & PLATT, KSB
12.	MOTORS	KIRLOSKAR, CROMPTON GREEVES, SIEMENS, ABB
13.	DIESEL ENGINE	KIRLOSKAR, OR EQ. APPD.MAKE
14.	ELECTRICAL SWITCH GEAR	L&T, ENGLISH ELECTRIC, SIEMENS
15.	MOTOR CONTROL PANEL	AARVEE, ADLEC, TRICOLITE, ADVANCE, L&T ASSEMBLED
16.	CABLES	CCI, UNIVERSAL, ICC, GLOSTER
17.	WIRING	NATIONAL, GRANDLAY, SKYTONE, ECKO
18.	AMP METER & VOLT METER	AEI, HAVELLS.
19.	MOULDED CIRCUIT BREAKER	ENGLISH ELECTRIC, L&T.

20.	A) BATTERY B) BATTERY CHARGER	EXIDE, STANDARD, ARUKWA, AMCO VOLSTATE OR EQ. APPD. MAKE
21.	FLOW SWITCH	INDFOS OR EQ. APPD. MAKE
22.	PRESSURE GAUGE	FIEBIG, H GURU
23.	LEVEL INDICATOR	PHOENIX OR EQ. APPD. MAKE
24.	LEVEL CONTROLLER	MORBAY OR EQ. APPD. MAKE
25.	WATER FLOW METER	KENT OR EQ. APPD. MAKE

S.no.	MATERIALS (Interior Works)	BRAND NAMES
1	600x600 Mineral Fiber grid ceiling tile and grid section to be procured from same company.	Armstrong ,Dexune, Anutone,U.S.G Boral, Gyproc,
2	600x600 Fiber cement board tile ceiling	Gyproc, Visaka Industries LTD, Everest
3	Lumber Veneer Frames & Shutters	Duro, Green
4	600x600 Metallic tile/plank ceiling	Armstrong, Gyproc, U.S.G Boral, Anutone, Dexune, Hi-Steel
5	Plain gypsum board ceiling	Gyproc, U.S.G Boral
6	Plain and Toughen Glass	Saint Gobain, Asahi India Glass LTD, Modi Guard
7	UPVCs windows frame & Shutter	Fenesta, LG, Sintex
8	Acoustical paneling	Anutone, Ecophone, Dexune, Armstrong, U.S.G Boral
9	M.D.F	Durotuff, Green panel, Archid ply, Century, India Plywood
10	Laminates	Greenlam, Merino, Formica
11	Veneer	Decowood, Century, Durian
12	Wooden flooring	Pergo, Greenlam, Epitome
13	Laminated wooden flooring	Pergo, LG, Krono,Unitex
14	Vitrified tile	Nitco, Kajaria, Somany, Jhonson, Naveen, Euro
15	Ceramic tile	Johnson, Kajaria, Somany, Nitco
16	P.V.C flooring	Armstrong, LG, Wonder Floor
17	Aluminium window frame & Shutter	Jindal & Hindalco
18	S.S hardware	Godrej, Golden, Dorset, Ozone
19	Acrylic emulsion paint, Oil Based Distemper	Asian, Berger, Nerolac , Jensen &

		Nicholson
20	Superior Quality Exterior Grade acrylic emulsion paint	Asian, Berger, Nerolac , Jensen & Nicholson