



भारतीय लघु उद्योग विकास बैंक (सिडबी)
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
(SIDBI)

प्रस्ताव संबंधी अनुरोध
REQUEST FOR PROPOSAL (RFP)

FOR

सिडबी औरंगाबाद कार्यालय भूतल पर आंतरिक कार्यों
हेतु ठेकेदारों की पूर्व-अर्हता (प्री-क्वालिफिकेशन) और नियुक्ति

Prequalification & Appointment of Contractors for taking up Interior
works on the ground floor of SIDBI's Office Premises in Aurangabad, Maharashtra

Part 1: Prequalification and Technical Bid

वेबसाइट /Website: <http://www.sidbi.in/tenders>

आएफक्यू संदर्भ सं. /RFQ Ref No. 2023DEC27/T408282141

दिनांक 27.12.2022 को जारी

Issued on 27.12.2022

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (सिडबी) की संपत्ति है। इसे सिडबी की लिखित अनुमति के बिना इलेक्ट्रॉनिक अथवा अन्य किसी भी माध्यम से पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री का उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य हेतु अधिकृत कर्मियों /एजेंसियों के लिए भी निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा।

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विवरण तालिका / DATA SHEET

आरएफक्यू संदर्भ संख्या और तारीख / RfQ Ref no. and date	2023DEC27/T408282141 dated 27.12.2022
असाइनमेंट का संक्षिप्त विवरण / Brief Description of the assignment	<p>भारतीय लघु उद्योग विकास बैंक (सिडबी), औरंगाबाद शाखा कार्यालय, प्लॉट क्र-डी-5/1, ग्राउंड फ्लोर, एबीसी ईस्ट, नेकसा शोरूम के निकट, प्रोज़ोन मॉल के पास, एमआईडीसी, चिकलथाना, औरंगाबाद-431006, भूतल पर आंतरिक नवीनीकरण कार्यो हेतु पूर्व-अर्हता (प्री-क्वालिफिकेशन) और नियुक्ति के लिए प्रतिष्ठित, अनुभवी ठेकेदारों से आवेदन आमंत्रित करता है।</p> <p><i>Small Industries Development Bank of India (SIDBI) invites applications for prequalification & appointment from reputed, experienced Contractors for taking up Interior works on the ground floor of SIDBI's office premises at Plot no.D-5/1, Ground Floor, ABC East, Front side beside Nexa Showroom, Near Prozone Mall, MIDC, Chikalthana, Aurangabad, Maharashtra- 431006.</i></p>
प्रस्ताव प्रस्तुत करने की तिथि और समय / Proposal Submission date and time	18/01/2023 को 15:00 बजे तक या उससे पूर्व / on or before 18/01/2023 by 15:00 hrs.
निविदा दस्तावेज शुल्क / Tender document fee	Rs.590/- (Rs.500/- + ₹.90 का जीएसटी /GST of Rs.90/-)
प्रस्ताव जमा करने एवं निविदा खोले जाने का पता Address for proposal Submission and opening of tender	भारतीय लघु उद्योग विकास बैंक / Small Industries Development Bank of India (SIDBI) औरंगाबाद शाखा कार्यालय, प्लॉट क्र-327, ग्राउंड फ्लोर, अभ्युदय कॉम्प्लेक्स, एन-3, सिडको, औरंगाबाद, महाराष्ट्र-431003/ Aurangabad Branch Office, Plot no.327, Ground floor, Abhyuday Complex, N-3, CIDCO, Aurangabad, Maharashtra-431003
Date and time for opening of technical/ pre-qualification bid	18/01/2023 को 16:00 18/01/2023 at 16:00 hrs.
Date and time for opening of financial bid	Will be intimated later to all the pre-qualified bidders
कार्यालय/ संपर्क-व्यक्ति /स्पष्टीकरण के लिए ईमेल Office/ Contact Person/ email for clarifications	<p>प्रीतम विक्रमराव परदेसी, सप्र/ Pritam Vikramrao Pardeshi, Asst Manager</p> <p>स्थित प्रज्ञ नायक , प्र /Sthita Pragyan Nayak, Manager</p> <p>भगवान चंदनानी, समप्र /Bhagwan Chandnani, Asst General Manager</p> <p>भारतीय लघु उद्योग विकास बैंक / Small Industries Development Bank of India (SIDBI)</p> <p>औरंगाबाद शाखा कार्यालय, प्लॉट क्र-327, ग्राउंड फ्लोर,</p>

	<p>अभ्युदय कॉम्प्लेक्स, एन-3, सिडको, औरंगाबाद, महाराष्ट्र-431003/ Aurangabad Branch Office, Plot no.327, Ground floor, Abhyuday Complex, N-3, CIDCO, Aurangabad, Maharashtra-431003</p> <p>ई-मेल /Email: aurangabad@sidbi.in;</p> <p>प्रति C/c: pritamp@sidbi.in, spragyan@sidbi.in and bhagwan@sidbi.in</p> <p>Phone no: 0240-2480023/24 / 9981950174/ 8895367999/ 9860379727</p>
स्वतंत्र बाहरी मॉनिटर (आईईएम) / Independent External Monitor (IEM)	<p>Shri Nageshwar Rao Koripalli, IRS (Retd.) 38, The Trails, Manikonda, R. R. District Hyderabad - 500089 Mobile: 9788919555 Email: knageshwarrao@gmail.com</p>

PRE-QUALIFICATION OF CONTRACTORS:

Small Industries Development Bank of India (SIDBI) invites applications for prequalification & appointment from reputed, experienced Contractors for taking up Interior works in SIDBI's office premises on the ground floor, Plot No. D-5/1, Ground Floor, ABC East, Front side beside Nexa Showroom, Near Prozone Mall, MIDC, Chikalthana, Aurangabad, Maharashtra- 431006. The estimated cost for the work is around Rs.40.00 lakhs (approx.) exclusive of GST.

The applications in the prescribed Format should be submitted along with all supporting documents like copies of the latest Income-Tax return filed, a list of work completed / in hand with their value during last 05 years, work completion certificates, list of tools and personnel available, registration/empanelment with different institutions, financial turnover, solvency certificate from Bank, etc. The applications should reach the Office of Assistant General Manager, SIDBI Aurangabad Branch Office, Plot no.327, Ground floor, Abhyuday Complex, N-3, CIDCO, Aurangabad, Maharashtra-431003 on or before **18/01/2023 up to 15.00 hrs.**

Contractors who shall be found eligible after scrutiny of applications, documents, site visits (if required) to the earlier work, etc. shall be prequalified and their technical and financial bids will be opened. The date will be communicated to pre-qualified bidders.

The panel of pre-qualified contractors shall be normally valid for a period of 03 years but can be extended for another 02 years at the discretion of SIDBI.

Interested contractors who satisfy the criteria should apply with complete details in the following Formats.

- I Bio-data / application - (Format I)
- II List of works executed and works in hand - (Format II A & II B)
- III Details of empanelment with other institutions - (Format III).
- IV. Details of Resources (manpower, tools, and plant) and infrastructure facilities available -(Format-IV)
- V. Financial information (turnover/profit & loss, etc.) during the last three years) – (Format-V)

ELIGIBILITY CRITERIA

1. The Contractors should be preferably based in Aurangabad. They shall have minimum experience of 5 years in the field of executing similar works which in present case is interior/renovation work in Offices. Contractors / Service Providers who have executed similar work / empanelled with Banks, Financial Institutions, Public Sector Undertakings, and large corporates will be preferred. Similar works means Interior/ renovation of Office.

2. The Contractors should have satisfactorily executed one work of similar nature, costing at least Rs.32.00 lakhs **(80% of the estimated cost of work)** or 2 works of similar nature costing at least Rs.20.00 lakhs **(50% of the estimated cost of work)** each in last 3 years (ending with the last date for receipt of applications).
3. The Contractors 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 Contractor to assess the quality and other parameters.
4. Solvency certificate of Rs.10 lakhs from the Banker.
5. Financial turnover and Profit & Loss account for the last three financial years (FY20-22) duly certified by Chartered Accountant.
 - (a) Average Financial turnover Rs.80 lakhs per annum
 - (b) Contractor to be in profit, at least in one financial year during the last three financial years.
 - (c) Contractor should have positive net worth in the last audited balance sheet.
6. The contractors are required to attach the requisite satisfactory (proof) documents towards pre-qualification, along with their application. Failure to submit the same may result in rejecting the application. 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.

Format - I

APPLICATION FORM / BIO-DATA

1.	Name and address of the Contractor, including contact numbers	
2	Nature of constitution of Contractor (whether Proprietary / Company / Partnership, furnish full details)	
3	Year of Establishment	
4	Organization profile.	
5	Whether Contractor is a Micro / Small Enterprise (MSE).	YES / NO
6	Name of the Proprietor/ Managing Partner/ Director	
	i) Telephone/Mobile No	
	ii) Fax No. / E-mail id :	
7	Income Tax PAN No. (Enclose a copy of PAN card and latest income tax return filed)	
8	Name & address of the Bankers [Enclose solvency certificate of Rs.50 lakhs]	
9	Detailed description and value of work done in the past five years and works in hand (to be furnished in the Format-II A & II B)	YES / NO
10	Details of registration/empanelment with Govt. Department / Banks / FIs /PSUs (to be furnished in Format – III)	YES / NO
11	Details of Resources (manpower, tools, and plant) and other infrastructure facilities available (to be furnished in Format-IV)	
12	Financial information (details to be furnished in Format-V)	
	(a)Average Financial turnover during last three financial years)	Rs.--lakh
	(b) Whether the Contractor in profit at least: in one financial year during the last three financial years	Yes / NO
13	Whether the applicant was blacklisted by any client/contractor	Yes / NO If Yes, please furnish details.
Signature:		
Date:		
Name:		
Seal:		

Format-II A

Particulars in respect of similar works executed in the last five years

S. No.	Name of the work executed with the address	Name and addresses of the client with contact numbers	Value of work executed in Rs.	Date of completion	Stipulated duration for completion	The actual duration taken for completion	Name of Consultant, if any with contact no.

Please enclose the copies of the work order/agreement and completion certificate from the client (employer) for each of the works.

Format – II B

Particulars in respect of similar works in hand

S. No.	Name of the work with address	Name and address of the Client with contact numbers	Value of work in Rs.	Date of award of contractor	Stipulated duration for completion	Present status	Name of Consultant, if any with contact numbers

Please enclose the copies of work order / agreement with the client (employer) for each work.

Format-III

Details of Empanelment with other Institutions

S. No.	Name and address of institution with contact No	Category / Type of work for which empanelled	Registered/empanelled for value of work up to Rs.	Date of empanelment and validity	Details of certificate / letter from the Institution / Bank, etc. if any

Please enclose the copies of letter of empanelment of each organization.

Format –IV 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 facilities available	
4	Any other relevant information.	

**Format V - Format of Financial Information
(Turnover / Profit & Loss, etc.) During last three years**

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

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

* * * * *

Details of schedule for the bid are given below:

1	Name of the work	:	Interior works in the ground floor of SIDBI's office premises in Plot no.D-5/1, Ground Floor, ABC East, Front side beside Nexa Showroom, Near Prozone Mall, MIDC, Chikalthana, Aurangabad, Maharashtra- 431006	
2	Time of completion	:	45 days from written communication to start the work	
3	Date of issue of notice inviting bid	:	27/12/2022	
4	Period of sale of bid document	:	From	27/12/2022
			To	18/01/2023 up to 14:00 hrs
5	Date, time & place of Pre-bid meeting	:	06/01/2023 at 15:00 PM Small Industries Development Bank of India, Aurangabad Branch Office, Plot no.327, Ground floor, Abhyuday Complex, N-3, CIDCO, Aurangabad, Maharashtra-431003 Phone- 0240-2480023/24	
6	Last date and time for receipt of bids	:	Hard copy	02/01/2023 up to 15:00 hrs
7	Date and time of opening of Technical Bids	:	02/01/2023 at 17:00 hrs	
8	Date of opening of Financial Bids	:	To be informed later to the technically qualified bidder.	
9	Bid validity	:	90 days	
10	Estimated project cost	:	Rs.40.00 lakhs	
11	Cost of bidding document (tender fee)	:	Rs.590/-	
12	EMD	:	Rs.50,000/-	
13	Mode of payment of tender fee and EMD	:	In the form of DD in favour of SIDBI payable at Aurangabad	
14	Selection method	:	The contractor shall be selected on least cost basis (L-1 basis).	

1. Agreement shall be drawn with the successful tenderer on prescribed Form as per RFP. Tenderer shall quote his rates in the attached B.O.Q. or item rate as per various terms and conditions of the said form which will form part of the agreement. **QUALITY OF WORK SHOULD NOT BE COMPROMISED. CONTRACT WILL BE TERMINATED, EMD WILL BE FORFEITED AND AGENCY WILL BE BLACKLISTED IF QUALITY IS FOUND INFERIOR DURING EXECUTION OF WORKS.**
2. The amount of Estimated Cost or B.O.Q. Cost of the work may vary.
3. The earnest money will be applicable on the sanctioned cost of B.O.Q. only.
4. The time allowed for carrying out the work will be 45 days from the date of written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site for the work is available.
6. Receipt of applications for issue of forms will be stopped by before the date fixed for opening of tenders.

7. Tender documents will be downloaded from <http://www.sidbi.in/tenders> during the hours specified above.
8. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature and form of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
9. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
10. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tool & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and other factors having a bearing on the execution of the work.
11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The competent authority on behalf of SIDBI reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to tender for works, if his near relative is working in SIDBI.
14. The tender for the works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid.
15. The Bank has the right to cancel or postpone any work without giving any notice or clarification.
16. The Bank may add or delete any of the condition required for execution of any work.
17. This Tender shall form a part of the contract document. The successful tenderer/ contractor shall sign contract within 15 days from issue the letter of acceptance after submitting the performance guarantee.

All the intending Agencies/ Contractors are requested to note following important provisions

1. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, Govt. of India.
2. 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).
3. 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.
4. 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.
5. 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.

A. GENERAL

1 Scope of Bid

- 1.1 Small Industries Development Bank of India (SIDBI) invites bids for 'prequalification & appointment from reputed, experienced Contractors for taking up Interior works in SIDBI's office premises on the ground floor, Plot no. D-5/1, Ground Floor, ABC East, Front side beside Nexa Showroom, Near Prozone Mall, MIDC, Chikalthana, Aurangabad, Maharashtra- 431006.'
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 The contract would be item rate.

2 Source of Funds

- 2.1 The expenditure on this project will be met by SIDBI from its own resources.

3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders.
- 3.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 3.3 Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or any Autonomous Body.

4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid for any work or one package or group. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5 Cost of Bidding

- 5.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

In case of cancellation of tender, cost of bidding document will be charged each time.

6 Site Visit

- 6.1 The Bidder, at its own responsibility and risk must visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 Tender documents are not transferable.

7 Amendment of Bidding Documents

- 7.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum.
- 7.2 Any addendum thus issued shall be part of the bidding documents and shall be collected by all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 7.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids.

8 Bid Prices

- 8.1 All duties, taxes (excluding GST), and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 8.2 The rate should include the cost of all seen and unseen expenditure. No claim, whatsoever, will be entertained due to non-inclusion of any such event necessary for the completion of the item of work.

9 Currencies of Bid and Payment

- 9.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

10 Bid Validity

- 10.1 Bids shall remain valid for a period not less than 90 days after the deadline date for bid submission.
- 10.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

11 Bid Security (Earnest Money)

- 11.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as mentioned above. This bid security shall be in favour of Employer.
- 11.2 The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period.
- 11.3 The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 11.4 The Earnest money may be forfeited
- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - b. if the Bidder does not accept the correction of the Bid Price, or
 - c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or

- (ii) furnish the required Performance Security.

12 Alternative Proposals by Bidder

- 12.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 12.2 Conditional tender will be rejected forthwith.

13 Format and Signing of Bid

- 13.1 The Bidder shall submit one set of the Technical bid comprising of the documents as described in the bid.
- 13.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid and a certificate of corrections must be given by the Employer.
- 13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

14 Sealing and Marking of Bids

- 14.1 The Bidder shall place one envelope which shall be marked as Prequalification and Technical bid.
- Prequalification and Technical Bid: To be opened on the date and time as mentioned in this tender in the presence of Evaluation Committee, or authorized person.
- 14.2 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15 Deadline for Submission of the Bids

- 15.1 Complete Bids must be received by the Employer at the address specified above not later than the date above. In the event of the specified date for the submission of bids have declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 15.2 The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16 Late Bids

- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

B. BID OPENING AND EVALUATION

17 Bid Opening

- 17.1 The Employer or their authorized representative will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at

time, date and the place. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day. Even in the case of absence of the bidder at the time of opening of bids, department will proceed ahead with the opening.

- 17.2 If any of the tenderers or their agents are not present at the time of opening, the Employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.
- 17.3 The envelope containing "Prequalification and Technical Bid" shall be opened. The amount, form and validity of the Earnest money furnished with each bid will be announced.
- 17.4 At the time of opening of "Financial Bid", the names of the bidders found responsive will be announced. The bids of only these bidders will be opened.
- 17.5 In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be that in which they appear in the "Invitation for Bid".

18 Process to be Confidential

- 18.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

19 Clarification of Financial Bids

- 19.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- 19.2 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

20 Examination of Bids and Determination of Responsiveness

- 20.1 During detailed evaluation of "Prequalification and Technical Bids", the Employer will determine whether each Bid
- 20.2 (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required EMD and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 20.3 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

- 20.4 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

21 Evaluation and Comparison of Financial Bids

- 21.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- 21.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 26; or
 - (b) making an appropriate adjustment for any other acceptable variations, deviations.
- 21.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 21.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 21.5 A bid, in the opinion of employee which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

C. AWARD OF CONTRACT

22 Award Criteria

- 22.1 The Employer will award the Contract to the Bidder whose Bid has been determined
- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
 - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

23 Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 28, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for the Employer's action.

24 Notification of Award and Signing of Agreement

- 24.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause 31.
- 24.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder, after the performance security is furnished.

25 Performance Security

- 25.1 Within 10 (ten) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent 5% of the Contract price and rest 5% shall be deducted from the running account bill of successful bidder as Security Deposit. Additional security for unbalanced Bids in accordance with relevant rules shall be submitted extra.
- 25.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee in the name of Employer, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) acceptable to the Employer.
- 25.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

CONDITIONS OF CONTRACT

Definitions:	<ol style="list-style-type: none">1. The contract means the document forming the tender and acceptances thereof and the formal agreement executed between the competent authority on behalf of the SIDBI and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time form one contract and shall be complementary to one another.2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:<ol style="list-style-type: none">i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.ii) The site shall mean the land/or other places on. into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.iii) The Contractor shall mean the individual, firm or company, whether incorporate or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm of company.iv) SIDBI shall mean Small Industries Development Bank of India.v) Excepted Risk are risks due to riots (other than those on account of contractor employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority Provided that the contractor is also to show that he has taken all due precautions to avoid / minimise any adverse effect.vi) Bill of quantity means the price and completed Bill of Quantities forming part of the Bid.vii) The Defect liability certificate is the certificate issued by Engineer-in-Charge after defect liability period has ended and upon correction of defects by the contractor.viii) The defect liability period will be 1 years from the date of completion of work.ix) The intended completion date is the time intended to complete the work by the contractor.x) The start date is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession date.xi) A subcontractor is a person or corporate body who has a contract with the contractor to carry out a part of the construction work in the contract, which includes work on the site.xii) Temporary works are works designed, constructed, installed and removed by the contractor that are needed for construction or installation of the works.xiii) Market Rate shall be the rate as decided by the competent authority on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in AOR issued by CPWD.
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Scope and Performance	<p>3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.</p> <p>4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.</p> <p>5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.</p>
Works to be carried out	<p>6. The work to be carried out under the Contract shall, except as otherwise provided these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.</p>
Sufficiency of Tender	<p>7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.</p>
Discrepancies and Adjustment of Errors	<p>8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.</p> <p>8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:</p> <ul style="list-style-type: none"> i) Description of Schedule of Quantities. ii) Particular Specification and Special Condition, if any iii) Drawings. iv) MORT&H specification. v) Indian Standard Specifications of B.I.S. <p>8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.</p> <p>8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.</p>
Signing of Contract	<p>9. The successful tenderer/contractor, after submitting the performance guarantee i.e. within 7 days of receipt of letter of acceptance shall attend the office of the Engineer-in-Charge for authentication signing and completion of the contractor document and execute the agreement consisting of all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.</p>

CLAUSE OF CONTRACT

Clause 1	
Performance Guarantee	<p>(i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount, in the shape as mentioned in RFP or Bank Guarantee (for work costing more than one crore) or any other deposits mentioned for his proper performance of the contract agreement, (not withstanding and/ or without prejudice to any other provisions in the contract) within period specified in scheduled from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of N.S.C. of Post Office/ Pledged in favour of SIDBI; D.D. of any Scheduled Bank or State Bank of India or Bank Guarantee, for work costing more than Rupees one Crore.</p> <p>(ii) The performance Guarantee shall be initially valid up to 28 days beyond the defect liability.</p> <p>(iii) The Engineer-in-Charge shall not make a claim under the Performance guarantee except for amounts to which the SIDBI is entitled under the contract (notwithstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.</p> <p>(b) Failure by the contractor to pay SIDBI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.</p>
Clause 1A	
Recovery of Security Deposit	<p>The person/ persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit employer at the time of making any payment to him for work done under the contract to deduct a sum at 5% (five percent) from the gross amount of each running bill till full amount of security deposit 5% (five percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (5%) will be recovered for the exceeded work.</p> <p>All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money at the time of tenders will be treated a part of the Security Deposit.</p>

Clause 2	
Compensation for Delay (Liquidated Damage)	<p>If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.</p> <p>This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p>Compensation for delay of work @2 % per month of delay to be computed on per Day basis Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.</p>
Clause 2A	
Incentive for early completion	<p>In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 3% (three percent) of the tendered value.</p>
Clause 3	
When Contract can be Determined / Rescind	<p>Subject to the other provisions contained in this clause the Engineer-In-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p> <ol style="list-style-type: none"> i) It the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter. ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wind up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order. iii) if the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge. iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge. v) If the contractor persistently neglects to carry out his obligations

	<p>under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.</p> <p>vi) If the contractor commits any acts mentioned in Clause 21 hereof: vii) If the work is not started by the contractor within 1/8th of the stipulated time subject to the maximum of 45 days.</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the SIDBI shall have powers:</p> <p>a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the employer.</p> <p>b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.</p> <p>In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
Clause 3A	
	<p>In case, the work cannot be started due to reasons not within the control of the contractor as decided by CGM within ¼th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all. the reasons shall be examined by the Superintending Engineer and his decision shall be final and binding.</p>
Clause 4	
Contractor liable to Pay compensation even if action not taken under Clause 3	<p>In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause- 3 thereof, shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may,</p>

	<p>if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work. or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
Clause 5	
Time and Extension for Delay	<p>The time allowed for execution of the Works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over (written confirmation) of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, SIDBI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely.</p>
Clause 5A	
	<p>The Engineer / Architect Firm (M/s Pawan Ajmera & Co.) may require the contractor to attend a progress review meeting during execution of work.</p> <p>The Engineer shall record the minutes of the meeting and provide a copy to the Contractor for compliance. These minutes will be a part of evidence in case of any request for extension of time or impunities action against the contractor.</p>
Clause 6	
	<p>Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co.) shall, except as otherwise provided, ascertain and determine measurement and the value in accordance with the contract of work done.</p> <p>All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works perform under the contract.</p> <p>All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative at least once in a month during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.</p> <p>If for any reason the contractor or his authorized representative is not</p>

	<p>available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co.) and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of India Standards and if for any item no such standard is available then a mutually agreed method as approved by the department shall be followed.</p> <p>The contractor shall give not less than seven days notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co.) or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates, nor shall it relieve the contractor from liabilities from any over measurement defects noticed till completion of the defects liability period.</p>
Clause 7	

<p>Payment on Intermediate Certificate to be Regarded as Advances</p>	<p>No payment shall be made for work for less than the estimated work of Rs.5 lakhs till the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs.25 lakhs the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge /Architect Firm (M/s Pawan Ajmera & Co.). The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified above, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. The Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.) shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.) shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in- Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.) or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of ten working days will be extended to fifteen working days.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co.) under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.</p> <p>Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per clause - 2, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.</p>
<p>Clause 8</p>	
<p>Completion Certificate and Completion</p>	<p>Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.) and within fifteen days of the receipt of such notice</p>

Plans	the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.). If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co.) may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.
Clause 8A	
Contractor to Keep Site Clean	When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color washing, painting etc. on walls, floor, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.) shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge /Architect Firm (M/s Pawan Ajmera & Co. shall give ten days' notice in writing to the contractor.
Clause 8B	
Completion Plans to be Submitted by the Contractor	<p>The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 1972 and (Part-II External) 1974 as applicable within thirty days of the completion of the work.</p> <p>In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Bank concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.</p>
Clause 9	
Payment of Final Bill	The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co. whichever is earlier. No further claims shall be made by the

	<p>contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in- Charge / Architect Firm (M/s Pawan Ajmera & Co or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>i) If the Tendered value of work is up to Rs. 1 crores: 2 months ii) If the Tendered value of work exceeds Rs. 1 crores: 4 months</p>
Clause 9A	
Payment of Contractor's Bills to Banks	<p>Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by SIDBI or his signature on the bill or other claim preferred against SIDBI before settlement by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharges through his bankers.</p> <p>Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis SIDBI.</p>
Clause 10	
Materials supplied by SIDBI	Water and electricity
Clause 10A	
Materials to be provided by the Contractor	<p>The contractor shall, at his own expense, provide all materials, required for the works other than those, which are stipulated, to be supplied by SIDBI.</p> <p>The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall within fifteen days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether sample are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.</p> <p>The Contractor shall at his risk and cost submit the samples of materials</p>

	<p>to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p> <p>The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all time have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.</p> <p>The Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co may cause the same to be supplied and all costs which may attend such removal and substitution shall borne by the Contractor.</p>
Clause 10B	
Secured Advance on Non-perishable Material	<p>i) The contractor, on signing an indenture in the form to be specified by the Engineer-in- Charge / Architect Firm (M/s Pawan Ajmera & Co, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Superintending Engineer nonperishable, non-fragile and noncombustible and are in accordance with the contract and on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any or the clause or clauses of this contract.</p> <p>ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee/ Bond from a Scheduled Nationalized Bank as specified by the Engineer-in-Charge for the full amount of such advance before it is released. Such advance shall be in two or more installments to be determined by the Engineer-In-charge/ Architect Firm (M/s Pawan Ajmera & Co at his absolute discretion.</p>

	<p>The first installment of such advance before shall be released by the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installment shall be released by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-In-Charge.</p>
<p>Plant & Machinery & Shuttering Material Advance</p>	<p>iii) An advance for plant machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 85% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge and approval from Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co. The contractor shall, if so required by the Engineer- in-Charge / Architect Firm (M/s Pawan Ajmera & Co, submit the statement value of such old plant and equipment duly approved by a Registered Value recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on the plant and equipment of a value less than Rs. 50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same only after approval from Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.</p> <p>Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:</p> <ol style="list-style-type: none"> 1. Leasing company which gives certificate of agreeing to lease equipment to the contractor. 2. Engineer in Charge, and 3. The contractor. <p>This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the employer as specified by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding</p>

	<p>and from work shall be treated as plant and equipment.</p> <p>The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.</p>
Clause 10C	
Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)	<p>If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's / Architect Firm (M/s Pawan Ajmera & Co stores in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.</p> <p>If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's / Architect Firm (M/s Pawan Ajmera & Co stores in accordance with clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming not force of any law or statutory rules or order (but not due to any changes in tax) and such decrease in the prices and/ or wages prevailing at the time of receipt of the tender for the work. The employer shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause-10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the price of materials and/or wages of labour on the coming into force of such law, statutory rule or order.</p> <p>The contractor shall, for purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the employer, and further shall, at the request of the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co may require any documents so kept and such other information as the Engineer-in-Charge may require.</p> <p>The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the Engineer-in- Charge / Architect Firm (M/s Pawan Ajmera & Co stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p>
Clause 10D	

Dismantled Material SIDBI's Property	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as SIDBI's property and such materials shall be disposed off to the best advantage of SIDBI.
Clause 11	
Work to be Executed in Accordance with Specifications, Drawings, Orders etc.	<p>The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co and the contractor shall be furnished free of charge one copy of the contract documents together with specification, designs, drawings and instruction as are not included in the standard specifications of Public Works Department or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.</p> <p>The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.</p>
Clause 12	
Deviations/ Variations Extent and Pricing	<p>The Engineer-in-Charge (As per codal provision) / Architect Firm (M/s Pawan Ajmera & Co shall have power (i) to make alternation in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co after approval from competent authority and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.</p> <p>12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:</p> <ol style="list-style-type: none"> i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus. ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge after approval from competent authority
Deviation, Extra items and Pricing	12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge / Architect Firm

	(M/s Pawan Ajmera & Co after approval from competent authority shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
Deviation, Substituted Items, Pricing Deviation, Deviated Quantities, Pricing	<p>In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.</p> <p>(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</p> <p>(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</p> <p>In the case of contract items, substituted items, contract cum substituted items, which exceed the limits, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates as per power delegated in PWD Code and on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p>
Clause 13	
Foreclosure of Contract due to Abandonment or Reduction in Scope of Work	<p>If at any time after acceptance of the tender employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The contractor shall be paid at contract rates for works executed at site only.</p>
Clause 14	
Cancellation of contract in full or part	<p>If the contractor:</p> <p>i) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co; or</p>

	<ul style="list-style-type: none"> ii) Commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or/ Architect Firm (M/s Pawan Ajmera & Co iii) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or/ Architect Firm (M/s Pawan Ajmera & Co iv) Shall offer or give or agree to give to any person in SIDBI or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for employer; or v) Shall enter into a contract with employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or/ Architect Firm (M/s Pawan Ajmera & Co vi) Shall obtain a contract as a result of wrong tendering or other non bonafide methods of competitive tendering; or vii) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or viii) Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or x) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority; <p>The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to employer, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.</p> <p>The Engineer-in-Charge shall on such cancellation by the Competent Authority have powers to:</p>
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	<p>a. Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or</p> <p>b. Carry out the incomplete work by any means at the risk and cost of the contractor.</p> <p>On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.</p> <p>Any excess expenditure incurred or to be incurred by SIDBI in completing the works or part of the works or the excess loss or damages suffered or which may be suffered by employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to employer in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 31 days.</p> <p>If the contractor fails to pay the required sum within the aforesaid period of 30 days the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance is outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.</p> <p>Any sums in excess of the amounts due to SIDBI and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by SIDBI of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.</p>
Clause 15	
Suspension of Work	<p>i. The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) / Architect Firm (M/s Pawan Ajmera & Co suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:</p> <p>a) on account of any default on the part of the contractor or;</p> <p>b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or</p> <p>c) for safety of the works or part thereof.</p> <p>The contractor shall, during such suspension, properly protect and secure</p>

	<p>the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;</p>
Clause 16	
<p>Action in case Work not done as per Specifications</p>	<p>All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Control Organization of the Department and of the Cabinet (Technical) Vigilance, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.</p> <p>If it shall appear to the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co or his higher authority or his authorized subordinates in charge of the work or to the Cabinet (Technical) Vigilance or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or article provides by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within the period specified in schedule of contract data from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the contractor failing do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.</p> <p>In such case the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and cost of contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.</p>
Clause 17	

<p>Contractor Liable for Damages, defects during maintenance period</p>	<p>If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, building curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defect liability period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphalted work which is governed by sub-para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient option thereof. The security deposit of the contractor shall not be refunded before the expiry of defected liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.</p> <p>In case of Maintenance and Operation works of Electrical & Mechanical services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>
<p>Clause 18</p>	
<p>Contractor to Supply Tools & Plants etc.</p>	<p>The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's / Architect Firm (M/s Pawan Ajmera & Co stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at case to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.</p>
<p>Clause 18A</p>	
<p>Recovery of Compensation paid to Workman</p>	<p>In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensations Act, 1923, employer is obliged to pay compensation to a workman employed by the contractor, in execution of the works, employer will recover from the contractor the amount of the compensation so paid; and without prejudice to the right of the employer under sub-section (2) of section 12, of the said Act, employer shall be at liberty to recover such amount or any part thereof by deducting it from the</p>

	security deposit or from any sum due by employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under sub- section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which employer might become liable in consequence of contesting such claim.
Clause 19	
Labour Laws to be complied by the Contractor	<p>The contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfill these requirements shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.</p>
Clause 19A	
	No labour below the prescribed age shall be employed on the work.
Clause 19B	
Payment of Wages	<p>Payment of wages:</p> <ol style="list-style-type: none"> i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than fair wages as defined in P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable. ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub- contractors in connection with the said work, as if the labour had been immediately employed by him. iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable. iv) a) The Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or

	<p>non-observance of the Regulations.</p> <p>b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at same rate as for duty. In the event of default the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co concerned.</p> <p>v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.</p> <p>vi) The contractor shall indemnify and keep indemnified employer against payments to be made under and for the observance of the laws aforesaid and the P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.</p> <p>vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</p> <p>viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
Clause 19C	
	<p>In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.</p>
Clause 20	
Minimum wages Act to be complied with	<p>The contractor shall at least pay and comply with all the provisions of the Minimum wages Acts and rules framed there under other labour laws related to contract labour.</p>
Clause 21	
Work not to be sublet. Action in case of insolvency	<p>The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any</p>

	composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of SIDBI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co on behalf of the SIDBI shall have power to adopt the courses specified in Clause 3 hereof in the interest of employer and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.
Clause 22	
Compensation	All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
Clause 23	
Changes in firm's Constitution to be intimated	Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 thereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
Clause 24	
Approval of Engineer Incharge	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
Clause 25	
Settlement of Disputes & Arbitration	Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in-before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with by the arbitrator.
Clause 26	
Contractor to Indemnity against Patent Rights	The contractor shall fully indemnify and deep indemnified the SIDBI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under the action brought against employer in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any

	litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SIDBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co in this behalf.
Clause 27	
Lumpsum Provisions in Tender	When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, The Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge / Architect Firm (M/s Pawan Ajmera & Co shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.
Clause 28	
Action where no Specifications are specified	In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications, Indian Building Congress for building works and Indian Building Congress for building works or any central government agency. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications. If not available then as per Department Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge/ Architect Firm (M/s Pawan Ajmera & Co.
Clause 29	
With-holding and lien in respect of sums due from contractor	i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the SIDBI shall be entitled to with hold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the SIDBI shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the SIDBI shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the SIDBI or any contracting person through the Engineer-in-Charge of the SIDBI or any contraction person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or SIDBI will be kept withheld or retained as such by the Engineer-in-Charge or SIDBI till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the

	<p>case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the SIDBI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>ii) SIDBI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for SIDBI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by SIDBI to the contractor, without any interest thereon whatsoever.</p>
Clause 29A	
Lien in respect of claims in other Contracts	<p>Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the SIDBI or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or SIDBI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the SIDBI or with such other person or persons.</p> <p>It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the SIDBI will be kept withheld or retained as such by the Engineer-in-Charge or the SIDBI till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
Clause 30	
Unfiltered Water supply	<p>The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.</p> <p>i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.</p> <p>ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.</p>

Clause 31	
Return of surplus material	Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of SIDBI either by issue from SIDBI stocks or purchase made under orders or permits or licenses issued by SIDBI the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the SIDBI and return, if required by the Engineer in Charge/ Architect Firm (M/s Pawan Ajmera & Co, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer in Charge/ Architect Firm (M/s Pawan Ajmera & Co shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer in Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the license or permit and/or for criminal breach of trust, be liable to SIDBI for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.
Clause 32	
Hire of Plant & Machinery	The contractor shall arrange at his own expense all tools, plant machinery and equipment required for execution of the work.
Clause 33	
Employment of Technical Staff and employees	Contractors Superintendence, Supervision, Technical Staff & Employees The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
Clause 34	
Levy/Taxes payable by Contractor	<ul style="list-style-type: none"> i) GST or any other tax on materials in respect of this contract shall be payable by the contractor according to law in effect. Only GST will be paid by SIDBI to the contractor. ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red earth, moorum, sand chips bajri, stone, kankar, etc. from local authorities. iii) If pursuant to or under any law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the contractor to the State Government/ Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.
Clause 35	
Conditions for reimbursement of levy/ taxes if levied after receipt of tenders	All tendered rates shall be inclusive of all taxes (except GST) and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Chief Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the

	contractor.
Clause 36	
Imprisonment of Contractor	<p>If the contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the department shall be at liberty.</p> <p>(a) To give such liquidator, receiver, or other person in whom the contract may become vested, the option of carrying out the contract or a portion there of to be determined by the department, subject to his providing an appropriate guarantee for the performance of such contractor.</p> <p>(b) To terminate the contract, forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contract may become vested and take further action as provided in the relevant clauses of the contract.</p>
Clause 37	
Termination of Contract on death of contractor	Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Divisional Officer on behalf of the SIDBI shall have the option of terminating the contract without compensation to the contractor after the affidavit of his/ their legal heir/heirs that they are not going to be in this profession in future.
Clause 38	
If relation working in SIDBI then the contractor not allowed to tender	<p>The contractor shall not be permitted to tender for works if any near relative is working in SIDBI. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the SIDBI. Any breach of this condition by the contractors of this Department shall lead to blacklisting.</p> <p>NOTE : By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in law.</p>
Clause 39	
No employee to work as Contractor within two years of retirement	No employee of SIDBI shall work as a contractor or employee of a contractor for a period of two years after his retirement from SIDBI without the previous permission in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the contractor’s service, as the case may be.
Clause 40	
Return of material and recovery for excess material issued	After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance theoretical quantity of materials issued by the SIDBI for use in the work shall be calculated.
Clause 41	
Release of Security deposit	On completion of the whole of the work, half of the total amount of security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period and after the Engineer has certified that all defects notified by him to the contractor before the end of this

	period have been corrected and also after recovery of any dues. Engineer.
Clause 42	
Responsibility of Technical Staff and employees	Technical officers / staff deployed by the Contractor at any construction site will also be responsible for inferior quality / poor performance of any work and his name will be circulated to all works division of SIDBI to debar from any other site, if his name is being proposed by other contractor.
Clause 43	
Contractor's Risks	All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
Clause 44	
Insurance	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant and Materials; (b) loss of or damage to Equipment; (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and personal injury or death. <p>Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>Alteration to the terms of an insurance shall not be made without the approval of the Engineer/ Architect Firm (M/s Pawan Ajmera & Co.</p> <p>Both parties shall comply with any conditions of the insurance policies.</p>
Clause 45	
Cash Flow Estimate to be Submitted	The Contractor shall, within the time stated in special Conditions of contract after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer. in charge.
Clause 46	
Safety, Security and Protection of the Environment	<p>The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects there in:</p> <ul style="list-style-type: none"> (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, (b) Provide and maintain at his own cost all lights, guards, fencing,

	<p>warning signs and watchmen and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and</p> <p>(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.</p>
Clause 47	
Cost of Samples	All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.
Clause 48	
Cost of Tests	<p>The cost of making any test shall be borne by the Contractor if such test is:</p> <p>(a) clearly intended by or provided for in the Contract, or</p> <p>(b) particularized in the Contract (in case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.</p>
Clause 49	
Cost of Tests not Provided for	<p>If any test required by the Engineer which is:</p> <p>(a) not so intended by or provided for, (in the cases above mentioned) not so particularized, or (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested, shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case department will bear the cost.</p>
Clause 50	
Commencement of Works	The contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to Tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.
Clause 51	
Substantial Completion of Parts	If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.
Clause 52	
Force Majeure	Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of GOD such as Unprecedented flood, Volcanic eruption, Earthquake or other convulsion of nature and other acts such as general/ partial strikes by a section of employees/ invasion, the act of foreign countries/ hostilities or war like operations before or after declaration of war, rebellion/ military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

Clause 53	
Recovery	Any amount found recoverable from the contractor shall be recovered as public demand without prejudice to any other mode of recovery. NOTE: In case of difference or ambiguity in Hindi and English version, the English version will prevail.

#	PREAMBLE FOR ALL GC WORKS
1	The preamble mentioned anywhere in the BOQ is applicable for all the items mentioned under entire Civil & Interior including Joineries.
2	The description of an item shall be deemed to include all preambles, headings, sub-headings and references to other documents. The detailed description of work and materials, given in the Specification are not necessarily repeated in the Bill of Quantities.
3	Tenderers are instructed to quote " rate only " for all QRO items without fail and not to enter any amount in the amount column. QRO Items shall be operated only upon Architect/PM approvals when the case arise. Any percentage of discount / rebate offered by the tenderer during negotiation is applicable on all the quoted rates of the tendered items including "QRO" Items.
4	The Tenderers are requested to inspect the site and obtain for themselves at their own expense all necessary information and particulars to enable them to submit the tender.
5	Covering of Existing lifts that are proposed for usage during construction period to be done with 12mm plywood for all 4 sides & bottom surface inclusive of all necessary supports is the part of tender at no extra payment to Employer. The cost shall include removal and disposal of the material after successful handing over the site as per the local norms. The cost shall include to rectify any damages like floor, steps, wall paintings etc. at own cost. No separate payment shall be made for rectification works.
7	The dimensions shown in the drawings shall have to be verified by the contractor at site before execution of the items and necessary allowance's have to be made as per the actual dimensions available at site.
8	Grooves shall be provided wherever there is a transition between different materials and / or transition between finishes or paints on both vertical and horizontal surfaces upon approval from Architect / Project Manager.
9	For the items of works having Basic rate of material, wastage shall be to Contractors account. Basic rate indicates the discounted price of Material without adding transport, loading unloading, taxes etc. from India. If there is any discrepancy in the Basic rates in Bill of Quantities Vs the Finishing Schedule, the rate in Finishing Schedule shall prevail and contractor to consider the same in unit pricing.
10	The contractor should refer to the detailed drawings for details. All the rates so quoted should be inclusive of all hardware. In case of discrepancy between drawing and Bill of Quantity the drawing will take precedence, unless specifically mentioned in the BOQ.
11	All pre-fabrication works wherever possible shall be carried outside the client's premises, at factory with appropriate tools, techniques, machineries only assembling and finishing work will be allowed within the Site. This is specific to finishing works involving high VOC items which are not permissible to be executed within the premises. The list of such works will be mutually agreed during the kick off meeting.
12	Items of work provided in this schedule but not covered in the specifications shall be executed strictly as per instructions of the Project Manager-in-charge/Project Manager.
13	Unless specifically mentioned otherwise in the contract, the tenderer shall quote for the finished items and shall provide for the complete cost towards labour, materials, plant and machinery, operational costs, Mathadi charges, levies, taxes, transport, repairs, rectification, maintenance, covering the work till handing over, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.

14	Project Manager's/ Architect's decision shall be final and binding on the contractor regarding clarifications of items in this schedule with respect to the other sections of the Contract.
15	It may be noted that the total work or any part / parts of the same may be awarded as mentioned in this schedule of items.
16	The rates quoted shall be inclusive of all mock-ups associated samples prior to any mass production or procurement as per complete satisfaction of the Client and Architect. Inclusive of dismantling, demolishing and carting the material and making good of the surface. No additional Cost shall be paid to General Contractor for Mock-ups
17	Any debris generated out of the said work may please be cleared on priority basis from the Site. The required waste disposal certificate (as per required statutory norm) is to be submitted by Contractor.
18	Wherever structural work to be done, it is expected that contractor will appoint structural consultant for shop drawing preparation and required coordination related to structural matter. The cost for the same should be part of relevant BOQ item.
19	Wherever solid surface used for table top/ counter top finishing, the same to be finished seamlessly at the sides as well. The relevant item cost must have this consideration.
20	Day to day house keeping as per site in charge instruction and satisfactory level of Employer at site has to be maintained 24x7.
21	Rate to include the required testing required on material/ finished product. The tests are to be carried out as per requirement mentioned by PM/ Architect.
22	The successful tenderer is expected to review and bind to all the Guidelines in as in Tender Documents and execute the works under said conditions.
23	All paints, polishes, and finishes should be LEED compliant with respect to LEED Commercial Interiors for LOW VOC . Contractor to submit technical brochure for Employer's / Project Manager's approval prior to procurement.
24	Wherever curvature shape work is to be done, the contractor to take into the account required thickness flexible ply/ bending of ply/ MDF/ Gypsum etc. No separate cost will be paid to the contractor for the curvature shape work.
25	For Carpentry works with Laminates as per the requirement the different height (up to 40/60mm high) 2mm thick matching PVC edge binding is to be installed. The PVC edge binding should be nearest matching colour with the laminate and should be pressed using machine.
26	Unless it is specifically mentioned all the plywood should be commercial plywood for non wet areas and Waterproof ply for Wet areas. The cost for the same to be taken into the account in the BOQ items.
27	All hinges, drawer channels are to be of soft closing type.
28	Each successful tenderer is responsible for any damages, theft for own respective material, tools, Machinery & Equipment.
29	The Cost of Platform Ladder, "H" Frame, Scaffolding, Trollies, Trays, Bucket, Material Hoist and other equipment are included in each line item and not paid separately.
30	All finished floorings, Counters, Furniture, Wall coverings etc. across all floors shall be maintained with bubble guard protection (Minimum 50 microns thk sheet from Nilkamal or equivalent brand) until Handover or as directed by Employer/Project Manager.

SECURITIES AND OTHER FORMS
(to be filled by Bidder/ Employer)

BID SECURITY (BANK GUARANTEE UNCONDITIONAL)

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the construction of [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We [name of Bank] of [name of country] having our registered office at
..... (hereinafter called "the Bank") are bound unto [name of Employer] (hereinafter called "the Employer") in the sum of
*for which payment well and truly to be made to the said Employer by the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of, 20....

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

(c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

This Guarantee will remain in force up to and including the date _____** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE

WITNESS

SEAL

[Signature, name and address]

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- ** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To

[name of Employer]
[address of Employer]

WHEREAS [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. dated to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of [amount of guarantee]* (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor

Name of Bank

Address

Date

** An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

UNCONDITIONAL BANK GUARANTEE FOR ADVANCE PAYMENT

To

[Name of Employer]
[Address of Employer]
[Name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance payment") of the above-mentioned Contract, [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee]* [in words].

We, the [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount Not exceeding [amount of guarantee]* [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or any of the Contract documents which may be made between [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal:
Name of Bank /Financial Institution
Address:
Date:

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment and denominated in Indian Rupees.

Agreement Form

ARTICLES OF AGREEMENT

ARTICLE OF AGREEMENT made on this the day of, 2022 at AURANGABAD Between the **Small Industries Development Bank Of India**, a corporation established under the Small Industries Development Bank of India (SIDBI) Act, 1989 and having its Head Office at 'SIDBI Tower', 15 Ashok Marg, Lucknow- 226001 and a Branch Office at Plot no.327, Ground floor, Abhyuday Complex, Near Diwan Hospital, N-3, CIDCO, Aurangabad, Maharashtra- 431003 (hereinafter referred to as "SIDBI").

Thereinafter called "Employer" (which expression, unless it be repugnant to the subject or context thereof, include its successors and assigns) of one part

and,

a Company within the meaning of the Companies Act, 1956 and having its Registered Office at (hereinafter referred to as "Contractor" which expression shall, unless it be repugnant to the subject of context thereof include its successors and assigns) of the other part.

WHEREAS the Employer is desirous of carrying 'Interior work of in ground floor of SIDBI's office premises at Plot no.D-5/1, Ground Floor, ABC East, Front side beside Nexa Showroom, MIDC, Chikalthana, Aurangabad, Maharashtra- 431006 (SIDBI) as mentioned, and has got tender documents including terms and conditions, specifications, the bill of quantities and drawings prepared by its Architects, which have been signed by or on behalf of the parties hereto.

WHEREAS the Contract was awarded to the Contractor vide Letter of Intent (LOI) Prem No. Dated, 2022 pursuant to which the work order was issued by the Employer to the Contractor vide letter Prem No. dated,2022 which was duly accepted by the Contractor vide letter No. dated, 2022 (Tender documents, LOI and work order duly accepted by the Contractor are collectively referred to as the said "terms and conditions").

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the said terms and conditions, the work shown upon the said Drawings and / or described in the said specifications and including in the said Bill of Quantities as the respective rates therein set forth amounting to the sum of Rs./- (Rupees only) as therein arrived at and referred in 'LOI' or such other sum as shall become payable thereunder (hereinafter referred to as the said "Contract Value").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms and conditions, the contractor shall upon and subject to the said terms and conditions execute and complete the works shown on the said drawings and described in the specifications and / or bill of quantities.
2. The Employer shall pay the Contractor the said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms and conditions.
3. The said Terms and Conditions and Appendices thereto and Addendum/ Corrigendum shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submitting themselves to the said terms and conditions and perform the agreement on their part respectively in the said terms and conditions contained.
4. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contained in the bill of quantities or as provided in the said Contract documents.
5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil

works, installation of sanitary work and fittings, permanent water supply, and other ancillary works in the manner laid down in the said terms and conditions.

6. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him and formal work order is issued as provided for in the said terms and to complete the entire work within
(.....) months from the date of commencement.
8. All payments by the Employer under this contract will be made only at Mumbai.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Engineer/ Employer.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official/ through its Power of Attorney holder

As caused these presents and the said duplicate hereof to be executed on its behalf, the place, day, month and year first hereinabove written.

SIGNED AND DELIVERED by Employer, by the hand of Shri

In the presence of

- i)
- ii)

SIGNED AND DELIVERED by the Contractor, by the hand of Shri
The authorized official.

In presence of

- i)
- ii)

INDEMNITY BOND

Know all men by these present that we M/s. company within the meaning of Companies Act 1956/ 2013 and having registered office at (Hereinafter referred to as "the indemnifier") do hereby execute indemnity bond in favour of **Small Industries Development Bank Of India**, a corporation established under the Small Industries Development Bank of India (SIDBI) Act, 1989 and having its Head Office at 'SIDBI Tower', 15 Ashok Marg, Lucknow- 226001 and a Branch Office at Plot no.327, Ground floor, Abhyuday Complex, Near Diwan Hospital, N-3, CIDCO, Aurangabad, Maharashtra- 431003 (hereinafter referred to as "SIDBI").

WHEREAS the EMPLOYER have appointedas the Contractors for their proposed One of the terms of the said agreement is that the indemnifier shall keep EMPLOYER indemnified against all losses, damages, costs claims or expenses whatsoever which EMPLOYER may suffer, pay or incur by reason of or in connection with such default in performance of its obligations including cost of any legal proceedings, if any, which may be indemnified by EMPLOYER. Accordingly, the indemnified execute these presence as hereinafter appearing.

THIS DEED WITNESS AS FOLLOWS:

We, hereby do indemnify and save harmless EMPLOYER against and from:

1. any third-party claims, civil or criminal complaints / liabilities, site mishaps and other accidents of disputes and / or damages occurring or arising out of any mishaps at the site due to fault work, negligence, faulty construction and / or for violating any law, rules and regulations in force, for the time being while executing / executed civil works by us.
2. any damages, loss or expenses due to resulting from any negligence or breach of duty on the part of us any sub-contractor (s), if any, servants or agents.
3. any claim by an employee of ours or sub-contractors (s), if any, under the Workmen Compensation act, 1923 and Employer's Liability Act, 1938 or any other law rules and regulations in force for the time being and any acts under any law in respect of injuries to persons or property arising out of and in course of execution of the contract work and / or arising out of and in the course of employment of any workmen / employee.
4. any act or omission of ours or sub-contractor(s), if any, our / their servants or agents which may involve any loss, damage, liability, civil or criminal action.
5. all losses, damages, costs, claims and expenses whatsoever which EMPLOYER may suffer, pay or incur by reason of or in connection with such default on the part of the indemnifier / contractor in performance of its obligations including cost of any legal proceeding, if any, which may be initiated against EMPLOYER.

IN WITNESS WHEREOF THE indemnifier has caused these presents by the duly authorized official at the place and on the day, month and year written herein below:

Dated day of 2022 at AURANGABAD

SIGNED AND DELIVERED BY THE
WITHIN NAMED INDEMNIFIER

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder – will be taken from L1 bidder)

Between

Small industries Development Bank of India (SIDBI) hereinafter referred to as “The Principal”

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, SIDBI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SIDBI and recuse himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, SIDBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, SIDBI, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman SIDBI has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of SIDBI.

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Lucknow.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

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

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place:

Date:

Witness 1: (Name &Address)

Witness2: (Name &Address)