



**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

**TENDER NOTICE FOR  
Interior Furnishing Works At**

**SIDBI Office, MG Road, Bengaluru, Karnataka-560020**

**Last date of submission August 24, 2022 upto 15:00 hrs**

**CLIENT:**

**The General Manager  
Small Industries Development Bank of India  
No. 178, Central Square, Platform Road  
Seshadripuram, Near Swati Hotel  
Bengaluru – 560202, Karnataka  
Phone No: 080 – 23466202/ 23466203  
Email Id: robanglore@sidbi.in**

**CONSULTANT:**



**Contact Person: Dinesh Palani  
Technical Analysis Officer-India  
No.6 Pallavan Street, Alwarthirunagar, Chennai  
Email Id: [dinesh@capitalengg.com](mailto:dinesh@capitalengg.com)  
Contact No: +91-8144558889**

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## **VOLUME I - TECHNICAL BID**

**INDEX**

<b>S r No</b>	<b>Description</b>	<b>Page</b>
<b>A</b>	Notice Inviting Tender	<b>04</b>
<b>B</b>	Form of Tender	<b>06</b>
<b>C</b>	Appendix: Time schedule	<b>08</b>
<b>D</b>	Instructions for Contractor	<b>09</b>
<b>E</b>	General Conditions of Contract	<b>12</b>
<b>F</b>	Special Conditions	<b>29</b>
<b>G</b>	Articles of Agreement	<b>35</b>
<b>H</b>	Integrity Pact (Required only in contract value above Rs. 1 cr.)	<b>40</b>
<b>I</b>	Mode of Measurement	<b>46</b>
<b>J</b>	Detailed specifications of work	<b>48</b>
<b>K</b>	Indian Standards Refer to	<b>53</b>
<b>L</b>	List of approved nominated manufactures/sub-contractors/brands	<b>55</b>
<b>M</b>	Safety code	<b>57</b>
	Annexure I	<b>58</b>
	Annexure II	<b>59</b>
	Annexure III	<b>60</b>
	Annexure IV	<b>61</b>

### A. NOTICE INVITING TENDER

1. Sealed tenders on item rate basis are hereby invited from empanelled contractors only to execute the "Interior Furnishing of Bengaluru Branch, Regional and IT premises".
2. Tender copies are sent through valid email of the empaneled contractors. No hard copy will be issued in any case.
3. The late tenders shall be rejected including postal / courier delays.
4. Tender Specifications dully filled-in, signed and sealed should be addressed & submitted to General Manager, No.178, Central square platform road, Seshadripuram, near Swati hotel, Bengaluru- 560020.
5. The last date of submission of tender shall be August 24, 2022 (up to 1500 hrs.).
6. **BANK** reserves the right to reject or accept anyone or reject all tenders without assigning any reasons whatsoever.
7. E.M.D. of Rs. 80,000/- shall be submitted in the form of DD drawn in favor of "Small Industries Development Bank of India" payable at Bengaluru & shall be submitted in separate envelope as per directions.
8. The Earnest Money Deposit will be forfeited in the event of any evasion, refusal or delay on the part of the Contractor to sign and execute the Contract on acceptance of his tender. The Earnest Money Deposit will be refunded to the Contractors whose tenders are not accepted.

#### NOTES: -

9. All the rates quoted in the tender shall be inclusive of all transportation charges, wastage etc. but exclusive of GST; and shall remain firm till the completion of Work. No escalation of prices will be payable for what-so-ever reasons.
10. The Contractor whose tender has been accepted shall within (07) seven days of the intimation of acceptance of tender, submit the stamp paper of required value for entering into agreement.
11. The earnest money will be returned to the unsuccessful Contractor within a reasonably short period. If the Contractor, after intimation to him, fails to collect his earnest money deposit within 01 years of date of intimation, the amount will be automatically forfeited.
12. No additions or alterations shall be made in the Drawings, the Specifications, Schedule of Quantities, the conditions of contract and the tender by the Contractor and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Contractor will be treated as null and void. Conditional tenders will be summarily rejected.
13. The tenders shall be valid for a period not less than 120 days after the date of opening of the Price Bid.

14. The agency shall visit/examine the site prior appointment and submit duly filled & signed Tender document.
15. This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.
16. The Contractor shall attach copy of GST registration number.
17. The Contractor shall attach copy of agency/company RTGS details
18. This tender Notice shall form part of the Contract.

19. **The tender to be submitted, as two envelopes duly sealed and super scribed as-**

i. **ENVELOPE NO. 1** – Technical Bid (Volume I)

It should contain all the sections as mentioned in the Index.

ii. **ENVELOPE NO. 2** – Price Bid (Volume II)

It should contain Priced Bill of Quantities only.

(Tenderer shall sign and stamp all the pages of tender documents at the lower right-hand corner by the tenderer. All corrections should be initialed in the Commercial Bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.)

20. **PROCEDURE FOR SUBMITTING TENDERS: -**

- i. All drawings & tender papers should be duly signed.
- ii. Both the envelopes should be super scribed with envelope no., type of bid & subject with name of work.
- iii. Envelope 1 (Technical bid) will be opened first and if above said all the signed and stamped documents along with DD for EMD are enclosed than only Envelope -2(Price Bid) will be opened. If any contractor fails to enclose the listed documents in Envelope-I then the tender will be summarily rejected and the Price Bid envelope of same contractor will be returned back in sealed condition.

Thanking you,  
Yours truly,  
The General Manager  
Bengaluru

**B. FORM OF TENDER**

The General Manager  
Small Industries Development Bank of India  
No. 178, Central Square, Platform Road  
Seshadripuram, Near Swati Hotel  
Bengaluru – 5602020, Karnataka

Dear Sir

**Interior Furnishing of SIDBI Branch, Regional, IT Premises, Bengaluru.**

With reference to the tender invited by **SIDBI** for the captioned subject work:

1. I / We the undersigned have carefully gone through tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions etc. & BOQ and clearly understood the scope of work after visiting the site.
2. I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ BOQ and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted considering the work has to be executed after office hours and on holidays and Sundays.
4. I/We have deposited as earnest money an amount of Rs. **80,000/-** of Rs Eighty Thousand only by D.D. No. \_\_\_\_\_ & \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_ bank in your favour of "Small Industries Development Bank of India" payable at Seshadripuram, Bengaluru (to be handed over along with tender documents), which amount is not to bear any interest.
5. I/We do hereby agree that EMD sum shall be forfeited, in the event of accepting my/our tender & I/We fail to start the work under the Contract, fail to respond to the issued work order within stipulated time period & execute the Contract documents, when called upon to do so.
6. I / we further agree to complete the work included in the said schedule of quantities within **60** days from the date of commencement. Date of commencement shall be either one-week from the date, the acceptance letter is issued to the contractor or day on which the contractor is instructed to take possession of site, whichever is earlier.

7. I / We agree to pay Government, GST, General and Sales Tax (State and Central), Excise etc. for insurance and all other taxes including works contract extra, turnover tax etc. as prevailing from time to time, on such items for whom same is to be levied, and the rates quoted by me / us are inclusive of the same.

**MEMORANDUM"**

**Description of work:** Tender for Interior Furnishing of Branch, Regional, IT offices, Bengaluru  
**Time allowed for completion:** 60 days from the date of commencement which shall be either one-week, from the date of issue of work order to the Contractor or day on which the Contractor will take possession of site whichever is earlier.

We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable or in default thereof, to forfeit the EMD and pay to the SIDBI, the amount mentioned in the said tender conditions.

**Our Bankers are:**

i)

**The names of partners of our firm are:**

i)

**Name of the partner of the firm**

**Authorized to sign:**

**OR**

**Name or person having Power of Attorney to sign the contract**

(Certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer

Stamp

**C: APPENDIX: TIME SCHEDULE**

1	Period of Completion	60 (Sixty) days including holidays, Sundays
2	Defects Liability Period (DLP)	12 (Twelve) months from the date of Completion of work
3	Date of Commencement	As per the work order
4	Liquidated Damages for Delay	As per the work order
5	Period of final measurement	15(Fifteen) days.
6	Value of work for Interim Certificate (RA bill)	Minimum of Rs.25,00,000( Twenty Five) lakhs
7	Period of honoring interim Certificate	Total 15 working days. 7 working days for Architect to certify and another 7 working days for Bank to make payment.
8	Period of honoring Final Certificate	30(Thirty) working Days.
9	Retention Money	5% of Interim Bill amount subject to the ceiling of the total security deposit
10	Total Security Deposit (Maximum)	5% of total tender amount/contract amount
11	Performance Security Deposit	10 % of value of work to be submitted before commencement of work. The amount will be adjusted with EMD submitted. Same will be refunded after submission of completion certificate by Architect for the work. Contractor may provide valid Performance Bank Guarantee for the same amount or DD in favour of <b>SIDBI</b> payable at Bengaluru.
12	Earnest Money Deposit	Rs .80,000/-
13	Tender validity period	120 days
14	Validity of Rates quoted	Minimum period of 06 months.

**SIGNATURE OF THE CONTRACTOR.**



#### **D. INSTRUCTIONS FOR CONTRACTOR**

1. The details of work to be carried out & its scope are given in the specifications & Bill of Quantity, which also indicate a brief description of the project where work is to be executed. The Contractors are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
2. The Contractors in their own interest are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.
3. Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.
4. Ground conditions including those bearing upon transportation, disposal, handling and storage of material required for the work or obtained their form.
5. Source and extend of availability of suitable materials including water etc. and labour (skilled and unskilled), required for work and Laws & Regulations governing their use and employment.
6. The type of equipment and facilities needed preliminary for and in the performance of the work, and for successful completion of work.
7. All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
8. The Contractors should note the information, if any, regards to the site and local conditions, as contained in these tender documents has been given merely to assist the Contractors and is not warranted to be complete.
9. The Contractors should note and bear in mind that the BANK shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the Contractors shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Bank.
10. Immediately on receipt of the Tender Documents from the Bank, but at least one week prior to the date fixed for opening of envelope no.1 of tender, the Contractor may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the Bank reserves the right to issue addendum(s) / amendment(s) to any condition/ specifications/schedules of all Contractors before the date of submission. Tenders submitted by the tender shall be deemed to cover the effect of such addendum(s)/ amendment(s) issued and such addendum(s)/ amendment(s) duly

signed by the Contractors shall be submitted along with the tenders. It shall be part of tender document.

11. The Tender should be submitted in the prescribed form and the same should be signed as laid down here under:
  - a. If the Tender is submitted by an individual, it shall be signed by the Proprietor with his full name and full name of his firm with its current business address.
  - b. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm with its current business address.
  - c. If the Tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm about their full names and current business address, or by a partner holding the power of attorney by the firm for signing the tender, in which case, a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
12. All witnesses and sureties (if any) shall be person of status and their full names, occupations and address shall be stated below their signature. All signatures affixed on each page in the tender will be dated.
13. The Earnest Money deposit without any interest will be returned to the unsuccessful Contractors only after Validity period / award of work.
14. The Contractors should quote for all the items of work as given in Bill of Quantities. The rates shall be written both in words and in figures. Contractor shall also show cost of each item in total of each sub head and the grand total of the whole contract. Corrections, if any shall be made by crossing out initialing dating and rewriting.
15. The acceptance of a tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignments of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete, in any respect are liable to be rejected.
16. All item rates shall be quoted on the proper form of the tender alone.
17. Contractors are strictly prohibited for any voluntary rebate/discount on the total amount quoted in BOQ. The Price Bid shall be filled strictly as per format provided by Bank. Contractor shall not modify/add/delete any of the matter of the tender including Price Bid. Any such aforesaid changes will lead to rejection of bid.
18. On acceptance of tender, the name of the accredited representative (s) of the Contractor who would be responsible for taking instructions from the Bank / Architect shall be communicated to the Bank / Architect.
19. Special care shall be taken to write the rates in figures as well as in words, in such a way that misinterpretation is not possible. The total amount should be written both in

figures and in words. In case of figures, the words 'Rs' should be written before the figure of rupees and words 'P' after the decimal figures e.g. Rs. 2.15 P and in case of words, the word Rupees should be preceding and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the words 'only' it should invariably be upto two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. If rate quoted in words and figures does not match, then the rate quoted in words will only be considered. If there is mathematical error while quoting amount for any item, then amount will be corrected by considering rate quoted. If any mathematical error is noticed in the total of BOQ, then same will be corrected and L1 will be finalized.

20. The Bank does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of tender and the Contractor shall be bound to perform the same at the rates quoted.
21. The Bank also reserves the right to accept the tender in full or in parts and that the Contractor shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
22. The tender for work shall remain open for acceptance for a period of 90 days from the date of opening of Envelope no. 2 of the tenders. If any, Contractor withdraws his tender before the said period, then the Bank shall be at liberty to forfeit his Earnest Money Deposit. The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the award letter. In such case, Bank will de-empanel such contractor for pan- India.
23. It will be obligatory on the part of the Contractor to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent authority of Bank.
24. The "Notice Inviting Tender" and this "Instructions for Contractors" shall form part of the Tender Documents.

## E. GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual Items in the schedule of quantities and in the specification and under the direction of Bank/Architect.

### 1. SCOPE OF WORK

Execution of Interior furnishing of SIDBI Branch, Regional, IT Premises Bengaluru, which includes furniture work, installation of wooden and glass partitions, workstations, painting, tiling as per detailed specification stated in BOQ. (Price Bid).

### 2. INTERPRETATION

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

### 3. CLIENT/ BANK

The term Client/Bank shall denote Small Scale Industries Development Bank of India, Bengaluru, (No.178, Central Square, Platform Road, Seshadripuram, Near Swati Hotel, Bengaluru) and any of its employee's representative authorized on their behalf.

### 4. ARCHITECTS

The term Architects shall denote to be the Architect for the purpose of this Contract such person as the Bank shall nominate for the purpose and the same will be conveyed to the Contractor upon successful acceptance of tender.

### 5. CONTRACTOR

The term Contractor shall mean .....

.....  
.....  
.....

(Name and Address of the contractor and his/their legal representative, assign and successors.)

### 6. SITE

The site shall mean where the works are to be executed and as shown in layout plan as mentioned in quotation document elsewhere.

### 7. DRAWINGS

- i. The works is to be carried out in accordance with drawings, specifications the schedule of quantities and any further drawings which may be supplied or any other instructions, which may be given by the Architect, during execution of the work.

- ii. All drawings relating to the contractor together with a copy of schedule of quantities are to be kept at site and the Bank/ Architect shall be given access to such drawings or schedule of quantities whenever necessary.
  - iii. In case any detailed drawings/"Farma" are necessary contractor shall prepare detailed drawings/"Farma" and / or dimensional sketches there for have it confirmed by the Bank /Architect prior taking up the work.
  - iv. The contractor shall ask in writing for all clarifications on matters occurring drawings, specifications and schedule of quantities or to additional instructions at least 7 working days ahead from the time when it is required for implementation so that the Bank may be able to give decision thereon.
8. "The works" shall mean the work to be executed or done under this contract.
9. "Act of Insolvency" shall mean the presidency town Insolvency Act or in provincial Act or any amending status.
10. "The Bill of Quantities" is schedule of quantities shall mean the bill of quantities as specified and forming part of this contract.
11. "Priced Bill of quantities" shall mean the Bill of quantities duly priced with the accepted quoted rates of the contractors.
12. SCOPE:
- i. The work consists of Interior/furnishing in accordance with the "drawings" and bill of quantities. The Interior/ furnishing works etc, within the scope of this tender. It includes furnishing all materials, labour, tools and management necessary for and incidental to the construction and completion of work during its progress and upon completion, shall conform to the lines, elevation and grades as shown on the drawings furnished by the Bank / Architect. Should any details essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Bank/Architect and to furnish and install such detail with the Bank /Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.
  - ii. Bank/Architects may in their absolute discretion issue further drawings and /or written instructions, details, directions, and explanations which are hereafter collectively, referred to us "the Bank /Architect's instructions" in regard to:
  - iii. The variation or modifications of the design quality or works or the additions or omission or substitution of any work.
  - iv. Any discrepancy in the drawings or between the schedule if quantities and/or drawings and/or specification.
  - v. The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
  - vi. The demolition removal and /or re execution of any work executed by the contractor/s.
  - vii. The dismissal from the work of any persons employed thereupon.
  - viii. The opening up for inspection covered up.
  - ix. The rectification and making good of any defects under clauses herein after mentioned and those arising during the maintenance period (retention period).

### 13. CONTRACTOR SHALL VISIT THE SITE

Intending Contractor shall visit the site and works himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The Contractor shall provide in their quotation for cost of carriage, freight and other charges as also for any special difficulties and including police restrictions for transport etc. for proper execution of the work as indicated in the drawings. The successful Contractor will not be entailed to any claim of compensation for difficulties faced or losses incurred on account of the Bank or the Architect.

### 14. TENDER DOCUMENT

- i. The entire set of tender papers issued to the Contractor should be submitted full priced including stamp & signed on all the pages which will indicate the acceptance of tender papers by the Contractor. If any page is not stamp and signed which will indicate non acceptance of terms and conditions and bid will be summarily rejected.
- ii. The schedule of quantities shall be filled in figures and words.
- iii. The "Rate" column to be legible filled in English Figure.
- iv. Amount column to be filled in for each item and the amount for each sub head as detailed in the "Bill of Quantities".
- v. All corrections are to be initialed. (In case of any errors/ omission in the quoted rates,)
- vi. Only one rate should be quoted for each item(s).
- vii. No modifications, writing or corrections can be made in the Price Bid by the Contractor.
- viii. The Bank reserves the right to reject the lowest or any offer and also to discharges any or all offers for each section or to split up and distributed any item of work to any firm or firms, without assigning any reason.
- ix. The Contractor should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, work able and self supporting. If called upon by the Bank /Architect, detailed analysis of all the rates shall be submitted by the Contractor. The Bank /Architect shall not be bound to recognize the contractor's analysis.
- x. The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contractor.
- xi. All items of work described in the bill of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications bill of quantities and no further extra charges will be allowed in this connection. In case of lump sum charges in the quotation in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump charges as will be assessed to be payable by the Bank /Architect.
- xii. The Bank has power to add to, omit from any work as shown in the drawings or described in specifications or included in the bill of quantities and intimate the same

in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Bank. No variation shall vitiate the contractor.

**15. AGREEMENT**

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses thereto.

**16. PERMITS AND LICENCES**

- i. Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The Bank will render necessary assistance, sign any form or applications that may be necessary.
- ii. It may be clearly understood that no compensation or addition charges can be claimed by the contractor for non receipt of controlled materials in due time on this account or according to his own requirements.
- iii. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing, transporting etc. of all materials including those under government control are to be included by the Contractor in his quoted rates.
- iv. The Bank /Architect shall be indemnified against all Government or legal actions for thefts or misuse of controlled materials in the custody of the contractor.

**17. GOVERNMENT AND LOCAL RULES**

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

**18. TAXES AND DUTIES**

The Contractor must include in their quotation prices quoted for all duties, royalties etc. but only GST should be charged separately as applicable. No extra claim on this account will, in any case, be entertained.

**19. OTHER PERSONS ENGAGED BY THE BANK**

The Bank reserves the right to execute any part of work included in this contract or any work which is not included in this contract by other agency or persons and contractor shall all responsible facilities for the execution of such work. The main contractor shall extend all cooperation in this regard.

**20. RETENTION MONEY/ SECURITY DEPOSIT**

- i. Retention money shall be deducted from progressive running bill of the gross value of each running bill. The total security deposit will be retained money for the defect liability period.
- ii. The retention money i.e. the total security deposit will be refunded to the contractor 15 days after the end of defect liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of contract. No interest is allowed on retention money. If contractor doesn't show willingness nor he rectifies the noticed defects then bank may get the said defects rectified from other agencies at risk & cost of the said contractors.

## 21. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

- i. The contractor shall provide everything necessary for proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be inferred there from and if the contractor finds any discrepancies therein, he the Bank shall on no account be responsible for the be expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.
- ii. The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for specific items, if any, stipulated in the quotation document.
- iii. The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles machineries and equipments and all the necessary centering, scaffolding staging, planking, timbering, strutting, shoring pumping, fencing, barding, watching, and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of public and safety of any adjacent roads, streets, walls, house, buildings all other erections, matters, and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Bank / Architect.
- iv. The contractor shall at all times gives access to works employed by the Bank or any men employed on the building and to provide such parties with proper sufficient and if required, special scaffolding, special hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the Bank as may be required to enable such work to lay or fix pipes, electrical writing, special fitting etc. The quoted rates of the Contractor shall include all these above-mentioned contingent works.

## 22. TIME OF COMPLETION, EXTENTION OF THE TIME AND PROGRESSIVE CHART

**TIME OF COMPLETION:** The entire work is to be completed in all respects within stipulated period as specified. The work shall deem to be commenced within 3 working days from the date issue of work order. **Time is the essence of the contractor and shall**



**be strictly observed by the Contractor.** The work shall not be considered as complete until the bank/ Architect has certified in writing that this has been completed and the Defects liability Period shall commence from the date of such certificate.

**23. EXTENSION OF TIME:**

If in the opinion of the Bank /Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring client/ Banks or (c) by the works, or delay, of other contractors or tradesman engaged or nominated by the Bank and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combinations of workmen or strikes or lock out affecting any of the building trades or (f) from other causes which the Bank at the Completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore in the event of the Bank failing to give possession of the site upon the day specified above the time of completion shall be extended suitably. Incase of such strikes or lock outs as are referred to above, the Contractor shall, immediately give the Bank to proceed with the works and on his doings so that it will be ground of consideration by the Bank to proceed with the works and on his doings so that it will be ground of consideration of the Bank for an extension of time as above provided. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock outs and the Bank shall then in the event of an extension being granted, determine and declare the final completion date. The provision in clause 25 of GCC with respect to payment of liquidated damages shall, in such case, be read and constructed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

**24. PROGRESS OF WORK:** During the period of work execution of work the contractor shall maintain proportionate progress based on a program chart approved by the Bank/Architect immediately before commencement of work.

**25. PENALTY/ LIQUIDATED DAMAGES**

Liquidated damages for delay in completion of each work : 1% of the accepted tender value per week of delay subject to maximum of 10% of the accepted tender value.

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

- i. The contractor's representative and staff shall be available at site all reasonable hours to receive instruction notices or communications.
- ii. All drawings maintained on the site are to be carefully mounted on boards of appropriate size.
- iii. The contractor shall provide at his own cost provide all artificial light required for the work and to enable other contractors to complete the work within specified time.

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

## **27. PROTECTIVE MEASURES**

- i. The contractor from time to time of being placed in possession of the site must suitable arrangements for watching, lighting, and protecting the work, the site and the surrounding property by day by night on Sunday and other holiday at his own cost.
- ii. Contractor shall indemnify the Bank/Architect against all possible damaged to the building, roads, or members of the public in course of execution of the work.
- iii. The Carpenters shall provide necessary temporary enclosures, gates, entrance etc. for protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed at his own cost.
- iv. The carpenters and the supervisors on the works shall carry with them always one meter or three-meter steel tape, a measuring tape of 30 meter, a spirit level, a plumb bob gauge and a square and shall check Bank/ Architect will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed in the contract.
- v. The contractor should cover in his rate for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by other contractors for their work.

## **28. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

- i. The contractor shall confirm to the provisions of any Acts of the Legislature relating to the work, and to the regulations and Bye Laws of the any authorities, and / or any water, lighting and other companies and /or authorities with whose systems the structures were proposed to have connection and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Bank /Architect written notices specifying the variations proposed to be made and the reasons for making them and apply for instructions there on. The Bank/ Architect on the receipt of such intimation shall give a decision within a reasonable time.
- ii. The contractor shall arrange to give all notices required for by the said Acts, Regulations Bye laws to be given to any authorities, and to pay such authority or to the public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Bank.
- iii. The contractor shall indemnify the Bank /architect against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of the work and shall defend all actions arising out from such actions, costs and expenses.

## **29. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS.**

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

**30. ACCESS**

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

**31. MATERIALS WORKMANSHIP, SAMPLES, MOCK-UP OF ITEMS, TESTING OF MATERIALS.**

- i. All the works specified and provide for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the respective kinds in according to such other additional particulars contained in and implied by the specifications and as represented by drawings or according to such other additional particulars and instructions as may from time to time be given the Bank /Architect during the execution of the work and to his entire satisfaction.
- ii. ***If required by the Bank / Architect the contractors shall have to carry out tests on the materials etc. and workmanship in approved materials testing laboratories or as prescribed by the Bank /Architect at his own cost to prove that the materials etc. under test confirms to the relevant IS standards or as specified in the specifications. The necessary changes for transporting testing etc. shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.***
- iii. ***Contractor at his own cost should erect mock- up of items suggested/ requested by Bank /Architect during execution of work and also modify as per Bank /Architects instruction. And only after finalization of the mock-up contractor should execute the work.***
- iv. All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax/ Value Added Tax, octroi and other charges and must be the best of its kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all the materials to be used must be submitted to the Bank/ Architects when so directed by the Architects and written approval from the Bank /Architect must be obtained prior to placement of order.
- v. During the inclement weather the contractor shall suspend concreting and plastering, painting and polishing for such time as the Bank /Architect may direct and shall protect from injury all the works when in course of execution. Any damage (during construction) to any part of the work for any reason due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.
- vi. Should the work be suspended by reason rain, strike, lock outs, or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses and shall make good any damage arising from any cause, all new

work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special traders men or sub contractor and any damage caused must be made good by the contractor at his own expenses.

**32. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified and competent supervisors for the works who shall be available through out the working hours to receive and comply with instructions of the Bank /Architects. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform efficiently.

**33. No labour below the age of Fourteen years and who is not an Indian National shall be employed on the work.**

**34.** No labour supplied by the contractor to be engaged on the work on day work basis either wholly or partly under order or control of the Bank or his representative shall be deemed to be person employed by the contractor.

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

- i. The Payment of wages Act
- ii. Bank's Liability Act.
- iii. Workman's Compensation Act.
- iv. Contractor Labour (Regulation & Abolition) Act'1970 and central Rulse1971
- v. Apprentices Act 1961
- vi. Minimum Wages Act.
- vii. Any other Act or enactment relating there to and rules framed there under from time to time.

**36.** The contractor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

**37.** The contractor shall comply at his cost with the order of requirements of any Health officer of the state or any Local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the contractor's labour are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious disease. The contractor shall provide, maintain, and keep in good sanitary conditions adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall be taken by the contractors to prevent nuisance of any kind on the workers or the lands adjoining the same.

**38.** The contractor shall arrange to provide first aid treatment to the labour engaged in the work. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Bank and also to then competent authority where such is required by the law.

**39. DISMISSAL OF WORKMEN**

The contractor shall on the request of the Bank immediately dismiss from work any person employed there on by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct him self. Such discharge shall not be on the basis of any claim for compensation or damages against the Bank or any of their officer or employee.

**40. ASSIGNMENT**

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

**41. DAMAGE TO PERSONS AND PROPERTY DAMAGE INSURANCE ETC.**

- i. The contractor shall be responsible for all injury to the work workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub contractor or of any of his or a sub contractor's employees. Whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with carrying out of this contract.
- ii. The clause shall be held to include inter alia, any any damage to buildings whether immediately adjacent to or otherwise and any damage to roads, street's footpaths, or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind, other inclemency of weather. The contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from such injury or damage any acts of compensation or damages Consequent upon such claim.
- iii. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract Works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- iv. The contractor shall affect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and the Bank and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in complete state Insurance is compulsory and must be effected from very initial stage. The contractor shall for any thing, which may exclude from damage to any property arising out incidents, negligence of defective carrying out of this contract.
- v. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become to the contractor.

**42. INSURANCE**

- i. Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and /or earthquake, flood. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the contractor for contract sum. The joint name of insurance policy shall have Bank's name first and then contractors.
- ii. The contractor shall deposit then policy and receipt for premiums paid with employee within 7 days from the date of issue of work order unless otherwise instructed in default of the contractor insuring to provide above, the Bank on his behalf may so insure and may deducted the premium paid any money due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or then work reinstalled by the insurance company should they elect to do o, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respect under the conditions of the contract. The contractor in case of rebinding or reinstating after fire shall be entitled to extension of time for completion as the Bank may deem fit.

**43. ACCOUNTS RECEIPTS AND VOUCHERS**

The contractor shall furnish all the invoices, accounts, receipts and other vouchers for the material used in the contract work. The said invoices, accounts, receipts and vouchers shall be for whole quantity. The Invoices submitted shall be with GST only. If the contractor produce said invoices of less quantity than claimed in bill for respective items, then bank may deduct the rate of the item as appropriate and the decision of the Bank /Architect shall be final and binding on the contractor.

**44. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Bank all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Bank may employ and other persons to amend and mane good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank in lies of such amending such works and in the event of the amount retained being insufficient recover that balance from the contractor from any amount retained under clause no: 20 by the Bank together with any expenses the Bank may have incurred in connection therewith.

**45. CONCEALED WORK**

The contractor shall give due notice to the Bank /Architect whenever any work is to be buried in the earth, concrete or in the bodies of walls, above false ceiling, concealed in conduits behind paneling or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the Bank/ Architect be either opened up for measurement at the contractor's cost and no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters, which cannot be conveniently tested or checked,

the notes of the Bank/ Architects shall be accepted as correct and binding on the contractor. Contractor shall take photographs of all the work before concealing and it shall be checked and verified from the Bank's Engineer/Architect before concealing.

#### **46. SUSPENSION**

- i. If the contractor except on account of any legal restraints upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.
- ii. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start work within seven days after such notice shall have been given to proceed with the works as therein prescribed, the Bank may proceed as provided in the following clause No.47. (termination of Contract by Bank)

#### **47. TERMINATION OF CONTRACT BY THE BANK:**

- a. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR Without prejudice to any of the right or remedies under this contract if the contractor dies, the General Manager/Deputy General Manager shall have the option of terminating the contract without compensation to the contractor.
- b. Subject to other provisions contained in this clause the General Manager / Deputy General Manager 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:
  - i) If the contractor having been given by the Bank's Engineer at HO/Deputy Zonal Manager 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 unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
  - ii) 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 Bank's Engineer at HO/Deputy Zonal Manager (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Bank's Engineer at HO/Deputy Zonal Manager; or
  - iii) 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 Bank's Engineer at HO/Deputy Zonal Manager; or
- iv) If the contractor persistently neglects to carry out his obligations 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 Bank's Engineer at HO/RO; or
  - v) If the contractor shall offer or give or agree to give to any person in Small Industries Development Bank of India (SIDBI) Service 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 action relation to the obtaining or execution of this or any other contract for Bill of Material (BoM); or
  - vi) If the contractor shall enter into a contract with BoM 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 Bank's Engineer at HO/Deputy Zonal Manager; or
  - vii) If the contractor shall obtain a contract with BoM as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or
  - viii) If the contractor 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
  - ix) If the contractor 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
  - x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or.
  - xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the 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 and prior written approval of the Bank's Engineer at HO/RO. When the contractor has made himself liable for action under any of the cases aforesaid, the Bank's Engineer at HO/RO may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to BoM, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, the Chief General Manager/ General Manager shall have powers: a) To determine or rescind the contract as aforesaid in full or part (of which termination or rescission notice in writing to the contractor under the hand of the Chief General Manager/ General



Manager shall be conclusive evidence) and get the same executed at the risk & cost of the contractor. Upon such determination or rescission, the already retained security deposit recovered under the contract and performance security deposit shall be liable to be forfeited and used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the BoM. or b) To employ labour and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Architect/Bank's Engineer shall be final and conclusive) and/ or c) 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 or delayed with reference to the General Conditions of Contract clause no. 24.0 and/ or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete.

Any sums in excess of the amounts due to BoM and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by BoM 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.

In the event of anyone or more of the above courses being adopted by the Chief General Manager / General Manager 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 Chief General Manager / General Manager 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.

#### **48. ARBITRATION. (ACT: IARC-1996)**

The Bank and the Contractor shall make every effort to resolve amicably, by direct informal negotiation between the respective parties, any disagreement or disputes arising between themselves under or in connection of the terms of the contract.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bank and the Bidder, the Bank & The Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration. The provision of Arbitration and Conciliation Act, 1996 shall be applied.

Arbitration proceedings shall be conducted in Bengaluru (to be mentioned considering the place of execution). Language of the arbitration shall be in English.

All disputes and differences of any kind whatsoever arising out of or in connection shall be referred to Arbitration Sole Arbitrator appointed by the parties by mutual

consent. However, if the parties are not agree with the sole arbitrator, the Number of Arbitrators shall be three. Each party of the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.

#### **49. WHERE THERE IS SHORTCOME OF SPECIFICATION FOR ITEM OF BOQ:**

In case of any class of work over which there is no specification mentioned the same shall be carried out in accordance with the latest Indian standard specification and as per standard practice and as a necessary requirement to complete the item/job, subject to the approval of the Consultant/Bank. No additional payment will be made for the same. Bidder shall quote the rate for every item, considering aforesaid requirement.

#### **50. Corrupt & Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/suppliers/contractors observe the highest standard of ethics during procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution and “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or execution of contract to the detriment of Bank and includes collusive practice among Bidders ( Prior to or after bid submission) designed to establish bid prices at artificial non – competitive levels and to deprive the Bank of the benefits of free and open competition.

The Banks reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **51. Force Majeure**

The contractor will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability,

epidemic, pandemic, flood, fire, explosion, accident, civil commotion, riot, mobilizations, strike, blockade, war, computer viruses, industrial dispute, labor unrest, public enemy and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

The contractor agrees to give to other party a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than thirty (30) consecutive days then the bank may have the option to terminate the Agreement upon written notice of such termination to the Bidder/other party.

## **52. Amalgamation**

If the Bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Contractor under this RFP.

## **53. All applicable Laws**

This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bengaluru shall have exclusive jurisdiction over matters arising out of or relating to this RFP.

## **54. Severability**

- If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- In the event any court or other government authority shall determine any provisions in this RFP is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or

diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

**55. Solicitation of employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of the employment discussions with the other party.

## **F. SPECIAL CONDITIONS**

### **1. RATE ONLY ITEMS, EXTRA ITEMS AND QUANTITIES EXCEEDING THE QUOTED QUANTITIES:**

For all the above- mentioned items a variation order (regarding specifications, quantities and rates) signed by the Bank's Representative has to be immediately obtain before procurement and execution. No payments will be entertained without the written variation Order signed by the Bank. The onus shall be on the Contractor to obtain such prior written variation order from the Bank's Representative.

### **2. The extra item rates will be derived through the analysis and format for rate analysis will be- material cost +5% wastage, 2% transport, loading, unloading etc. + labour (30% in case of carpentry work) + paints or other + contractor profit 15% + taxes. The rate can also be derived from existing quoted item rate if extra item is similar or addition/ deduction to the quoted item in contract.**

3. The Bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out without prejudice to this contract.

### **4. WORK TO BE CARRIED OUT BY LICENSED PERSONS/ FIRM:**

Any special service installations included in the scope of the Work, shall only be carried out by technically competent person holding valid licenses. The contractor shall not without the written consent of Bank assign the agreement or sublet any portion of works.

### **5. REFERENCE DRAWINGS:**

The Contractor shall maintain on the Site one set of all the Drawings issued to him for reference.

### **6. TESTING OF INSTALLATIONS:**

All installation shall be tested as specified, in the presence of the architect. The Contractor shall also perform all such tests as may be necessary and required by the local authorities to meet Municipal and other byelaws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

### **7. SITE INFORMATION:**

All information, levels and dimension given in the quotation drawings relating to site conditions are given in good faith; the contractor shall, however, make his own independent inquiries and verify the same. Any claims for extras on account of any deviations or incorrectness of above referred information, levels etc., shall be considered as inadmissible.

### **8. SITE INSTRUCTION FILE:**

The Contractor shall maintain a Site instruction file or Triplicate book at the Site office. All instruction received from the Architect and the Banks Representative relating to the Work shall be retained in the file.

**9. PHOTOGRAPHS:**

Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Bank's representative, every week.

**10. PROFESSIONAL INTEGRITY AND TEAM SPIRIT:**

It is the intent of Bank that this Project will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co-operate with all agencies concerned to fulfill this objective.

**11. QUALITY ASSURANCE AND CONTROL PROGRAMME:**

The Contractor shall establish an effective quality control system at the site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages. Any low-quality material/unskilled workmanship is observed during the work, contractor shall immediately remove such material and rectify the work.

**12. FIRE PRECAUTIONS:**

The Contractor shall take all precautions and preventive measures against fire hazards at the site and shall assume full responsibility for the same.

**13. DRILLING, CUTTING ETC:**

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. **No structural member shall be cut or chased without the written permission of the Architect/Bank. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Architect/Client/Bank.** The Costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

**14. BILLING:**

The contractor shall submit the bills for payments along with detailed statement showing the actual works carried out different heads of items in the format specified by the clients/ the Architect. Bills submitted in any format other than that specified below by the clients shall not be considered.

**15. BILL FORMAT**

<b>Quoted item No.</b>	<b>Description of item (At least 2 lines)</b>	<b>Units</b>	<b>Quoted Quantity</b>	<b>Executed Quantity</b>	<b>Rate</b>	<b>% work done</b>	<b>Amount</b>

The contractor should mention details of net payments received till the bill date. Each bill / Invoice should be as per various applicable tax regulation and should also have all applicable tax registration numbers.

**NOTE:** ALL QUANTITIES IN THE BILL SHOULD BE IN CUMULATIVE.  
ALL MEASUREMENTS SHOULD BE IN THE ORDER OF QUOTATION SEQUENCE.  
AND STRICTLY IN THE BELOW MENTIONED FORMAT ONLY.

#### 16.MEASUREMENT FORMAT

Quotation item No.	Description of item & Location against each Measurement taken	Nos.	Length	Breadth / width	Height	Quantity	Remarks

Each invoice / bill should be submitted in hard and soft copies in duplicate to the architect. The format of invoice / bill in soft copies should be same as mentioned above and should be done in **Microsoft Excel**. (Only one file should be created with different worksheet for the invoice and measurement)

#### 16. **INSURANCE**

The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen Compensation Act and that all liabilities arising out of workmen Compensation Act, ESIS and other legislative enactment applicable to such works and workmen shall be to the Contractor's account.

17. Wherever required, the Bank/Architects shall instruct for supply of items if erection of mock up, as the case may be, and upon approval of the same, the items shall be fabricated and completed by the Contractor (with or without modifications as the Architects shall instruct). No extra amount will be paid regard shall be final and binding.
18. In case the local authorities such as ward office raise objections about debris disposal etc. the contractors shall solve the matter at their end, without involving or putting financial liability on the Clients.
19. Figured dimensions are in all cases to be followed and in no case should they be scaled. Large scale details take precedence over small scale drawings. In case of any ambiguity, conflict of interpretation, generally the provisions giving more vigorous interpretation shall prevail and the Bank's /Architects decision in this regard shall be final and binding.
20. The contractor shall not without the written consent of the Bank / Architects, assign the Agreement or sublet any portion of works.
21. **The Architect will not certify any application for payment to any contractor if there are:**
  - i. Defective items of work still uncorrected.
  - ii. Any claims or liens filed against the contractor for failure to pay materials, labour on sub-contract amount due or reasonable evidence that indicates probable filing of such claims.
  - iii. Damage to another contractor.
  - iv. A reasonable doubt that the contract cannot be completed for the balance than unpaid.

22. When the works are complete in all respect, the contractor shall intimate in writing to the Architect and the Bank to enable the Bank to take the possession of the same. The work shall not be considered virtually complete until the Bank and the Architect have jointly inspected the work and certified in writing that this has been completed.
23. **QUANTITY OF WORK TO BE EXECUTED**  
The quantities shown in bill of quantities are intended to cover the entire work indicated in the drawings but Bank reserves the right to execute only a part or the whole or any excess there of without assigning any reason therefore.
24. **DATUM**  
All levels shown in the drawings are to be strictly adhered to subject to final Confirmation by the Bank/ Architect.
25. **CLEARINNG SITE AND SETTING OUT WORKS**  
The contractors shall set the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignments of all parts thereof. If at any time, any error shall appear during execution of any part of the work, the contractor shall at his own expenses rectify such error to the satisfaction of the Bank /Architect. The contractor shall further set out works to the alternative positions at the site until one is finally approved and the rates quoted in his quotation should include for this and no this account will be entertained.
26. **REMOVAL OF IMPROPER WORK**  
The Bank shall during the progress of the work have to order in writing time to time the removal from the work within such reasonable time to time as may be specified in the order of any materials which in the opinion of the Bank/Architect are not in accordance with specifications or instruction, the substitution or proper re execution of any work executed with materials or workmanship not in accordance with the drawings and specification or instructions. In case the contractor refuses to comply with the order the Bank shall have the power to employ and other agency to carry out then work and all expenses consequent thereon or incidental thereto as certified by the Bank/ Architect shall be borne by the contractor or may be deducted from any money due to the contractor from his liability in respect of unsound work or dad materials. No certificate which may be given by the Architect shall relieve the contractor from his liability in respect of unsound work or bad materials.
27. **MEASURREMENTS**  
Before taking any measurements of any work the Bank/ Architect shall give notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails countersign or to record difference within a week from the date of measurements taken by the Bank /Architect's is final and binding on the contractor and the contractor shall have no right to dispute the same.
28. **PAYMENTS**
- i. The contractor shall prepare all bills in the format as prescribed by the Bank /Architect. Numbers of interim bill are as stated in Instructions to tenders:
  - ii. The RA Bill should be based on item rates and will be paid on actual work done on site.



- iii. No advance payment will be made to the contractor.
- iv. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of the work done and must deductions for all previous payments, retention money etc.
- v. The Bank /Architect shall issue a certificate after due scrutiny of the contractor's bill starting the amount due to the contractor from the Bank and the contractor shall be entitled to payment thereof within the period of honoring certificates named in these documents.
- vi. The amount stated in an interim certificate should be total value of work properly executed less the amount to be retained by the Bank.
- vii. The Bank will deduct retention money and it will be kept as interest free uptill defective liability period. The refund of retention money will be made as specified in the general conditions of contract.
- viii. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and taken and reconstructed or erected or be considered as an admission of the due performance of the contract or any part there-of in any respect pr the accruing of any claim nor shall, it concluded determine or effect in anyway the power of the Bank under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise or in any other way or effect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by Architect/Bank and payment shall be made within three months.
- ix. **FINAL PAYMENT:** The final bill shall be accompanied by a certificate of completion from the Bank/ Architects. Payment of final bill shall be made after deduction of Retention money as specified in the GCC conditions, which sum shall be refunded after the completion of the Defect Liability Period after receiving the Bank's/ Architects Certificates that the contractor has rectified all defects to the satisfaction of the Bank/ Architect. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

29. **PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION:**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion the contractor shall inform the Bank /Architect that he has completed the work and it is ready for inspection.

On completion of the work, contractor shall clean all windows and doors including the clearing and oiling, if necessary, of all hardware inside and outside all floors, staircase and every part of the Premises. He will leave the entire Premises/ furniture neat and ready for immediate occupation/ use and to the satisfaction of the Bank.

**CLEANING OF SITE.**

On completion of the works the contractor shall take away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the works clean and in workmanlike conditions to the satisfaction the Bank /Architect. The contractor should clean site for be debris and other waste material on daily basis and keep the environment healthy, no extra payment will be made on that account.

30. **ESCALATION:**

The rate quoted shall be firm throughout the tenure of contractors (including extension of time, any granted) and will not be subject to any fluctuation due to increase in cost materials, labour, taxes, octroi, or any other new taxes, levies etc.

31. **IDLE LABOUR:**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances. ***Delay due to non-availability of labour at any point of time during execution will be at contractors account and Bank will not entertain any claim (extension of time period) for the same.***

32. **Guarantee for water proofing of toilet:**

Contractor shall provide guarantee for waterproofing of toilet slab for 05 years from the completion of virtual work. It shall be submitted on non-judicial stamp paper of required amount stating that any seepage/leakage happens during guarantee period, contractor will be liable for the same and shall attend the complaint and rectify the same on priority.

### G. ARTICLES OF AGREEMENT

This AGREEMENT is made at \_\_\_\_\_ on \_\_\_\_\_ day \_\_\_\_\_ and \_\_\_\_\_ month of 2022  
BY and BETWEEN

Small Industries Development Bank of India (SIDBI), a Corporation established under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at No.178, Central Square, Platform Road, Seshadripuram, Near Swati Hotel, Bengaluru hereinafter called the "Bank" (which expression shall include its successors and assigns) of the One Part.

AND

\_\_\_\_\_ CONTRACTOR, a registered firm/company having its office at \_\_\_\_\_, hereinafter referred to as "The Contractor" carrying on business as \_\_\_\_\_ in the firm name and style of M/s \_\_\_\_\_ (address- \_\_\_\_\_ ) (hereinafter called the Contractor (which expression shall include wherever the context so admits, its heirs, executors, administrators, successors and assigns) of the OTHER PART

(Hereinafter Bank and the consultants are hereinafter jointly referred to as "Parties" and individually as "Party", as the context may require)

#### **WHEREAS**

1. Whereas the Bank is desirous of carrying out " \_\_\_\_\_ ". (Hereinafter referred as "the works")
2. AND WHEREAS the said drawings – Layout inclusive of the Specifications and the Bill of Quantities with rates have been signed by or on behalf of the parties hereto.
3. AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Bill of Quantities and the Conditions of Contract and in the Technical Specifications (All of which are collectively hereinafter referred to as the "the procurement conditions") the works shown upon the said drawings and/or described in the said specifications and included in the Bills of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sums as shall become payable hereunder (Rupees \_\_\_\_\_) (hereinafter referred to as "the said Contract Sum") as mentioned and quoted in the tender by the Contractor.
4. NOW IT IS HEREBY AGREED AS FOLLOWS:
  - i. In Consideration of the said Contract, Sum to be paid at the times and in the manner set forth in said conditions, the Contractor shall upon the subject to the said conditions execute the work as per technical specifications and the priced Bills of Quantities.
  - ii. The Bank shall pay the Contractor the said Contract Sum, or such other sum as shall become payable as per this agreement, at the times and in the manner specified in the said Conditions and all such payments shall be made at \_\_\_\_\_.

- iii. The term "The Architect in the said conditions shall mean M/s. \_\_\_\_\_ or in the event of their ceasing to be Architects for the purpose of this Contract for whatever reasons, such other person or persons as shall be expressly nominated for the purpose by the Bank.
- iv. Copy of the tender documents, inclusive of bill of quantities and technical specifications are annexed here as Annexure I and II respectively and the conditions of contract (collectively referred to in this clause as 'said documents') shall be read and construed as forming part of this agreement and the parties hereto shall respectfully abide by, submit themselves to the said documents and perform the Agreements on their part respectfully contained in the said documents.
- v. The plans, agreements and document mentioned herein shall form the basis of this Contract.
- vi. This Contract is neither a fixed lump sum contract nor a piece work contract but a Re-measurable Item-rate contract to carry out the work in respect of the entire works to be paid for according to the at the rates contained or as provided in the said conditions.
- vii. The Contractor shall afford every reasonable facility for the carrying out of all the works in manner laid down in the said conditions and shall make good any damages done to walls, floors, ceilings etc. after the completion of the works.
- viii. The Bank reserves to itself the right of altering the drawings and the nature of the works by adding to or omitting any items of the works or having portions of the same carried out without prejudice to this contract. There shall be no limit on the scope and extent of changes that can be ordered by the **BANK** subject to the condition stipulated in succeeding paragraph and the **Contractor** shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the **BANK**. The **Contractor** will only be paid for the actual quantity of works executed payable at the accepted unit rates. The rate quoted shall remain valid for variation of quantity against individual item to any extent. Such variations shall not warrant any claims for modifications to already quoted and accepted rates.
- ix. **Time is Essence of the Contract.** The Works should be completed in all respect in accordance with the terms of contract within a period of \_\_\_ **days** from the commencement date.
- x. All payments by the BANK under this contract will be made only at \_\_\_\_\_ Zonal Office, Addressed as \_\_\_\_\_ in Indian Rupees (INR). The Contractor will have to submit at running account bills and final bill in two copies.
- xi. **Liquidated damages:**  
In the opinion of Bank, if any delay in execution is attributable to the fault or any act of commission/omission of the contractor, Bank shall be entitled to recover liquidated damages at the rate of 1% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective work on part of contractor shall be limited to maximum of 10% of total contract amount. The decision of Bank in this matter shall be final and binding on the contractor. The Bank shall, however give to the contractor an opportunity of being heard.  
The liquidated damages for non-compliance of the works within 30 Days period shall be 1% per week **of Delay** subject to a maximum of 10% of Contract Sum.

- xii. The rates quoted by the Tenderer, shall be firm till completion of the entire WORKS and the rates quoted in the tender document shall be inclusive of all Duties, Levies, Insurance, Premium, Cess, ESI, PF, Surcharge, Labour laws, duties, labour charges, labour insurance premiums, all type of Taxes such as Octroi, Works Contract Tax, CST, BST, LBT, Insurance premiums of all types and any other levies / duty / tax but exclusive of GST imposed by state, central government and any of the local authorities.
- xiii. All disputes arising out of or any way connected with this agreement shall be deemed to have arisen at \_\_\_\_\_ and only courts in \_\_\_\_\_ shall have the jurisdiction to determine the same.
- xiv. That all parts of this contract and its annexed documents and tender documents have been read by the Contractor and fully understood by the contractor.
- xv. The selected tenderer shall comply with all Rules regulations of Extant Labour Regulation Act, **Bruhat Bengaluru Mahanagara Palike** and its Fire Department while carrying out the work of the "**Interior Furnishing of SIDBI Branch, Regional, IT premises Bengaluru**", as per the plan prepared by Architect. In case any rules are deviated then such work shall be dismantled and reinstate the same at contractors cost to the satisfaction of the Architect/ Bank.
- xvi. Contractors shall have to make all the arrangements for getting required permission/ passes for the Labour connected with the project, prior to commencement of the work from the Bank's Authority.
- xvii. All the debris lying at site shall be properly stocked and disposed off from time to time.
- xviii. Contractor shall take all safety measures and precautions during the ongoing works. All the safety procedure & equipment's shall be adhered while carrying out the subject scope of work. Any untoward happens due to negligence from the contractor or his labour, in such case, contractor shall have sole responsibility for all the cost effect, penalties and other litigation issues.

5. Dispute resolution:

The Bank and the Contractor shall make every effort to resolve amicably, by direct informal negotiation between the respective parties, any disagreement or disputes arising between themselves under or in connection of the terms of the contract.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bank and the Bidder, the Bank & The Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration. The provision of Arbitration and Conciliation Act, 1996 shall be applied.

Arbitration proceedings shall be conducted in Bengaluru. Language of the arbitration shall be in English.

All disputes and differences of any kind whatsoever arising out of or in connection shall be referred to Arbitration Sole Arbitrator appointed by the parties by mutual consent. However, if the parties are not agreeing with the sole arbitrator, the Number of Arbitrators shall be three. Each party of the dispute being entitled to appoint one

Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.

6. Indemnity:

- i. The contractor hereby agrees and undertakes to indemnify and keep indemnified, saved, defended, harmless, the bank, its successors and assign at all times against all losses, costs, claims, expenses, charges, damages etc. whatsoever which the bank may suffer or incur:
- ii. By reason of any act or omission of the contractor and/or his/their employee/s and/or representative which is contrary to or inconsistent with or in breach of the terms and conditions of this agreement or any instructions/guidelines that may be given by the bank from time to time.
- iii. Arising out of the act of commission or omission by the consultant, agencies, his employee/s, representatives etc.
- iv. For any other reason whatsoever including wrong assessment or assessment which is not as per the prescribed procedure and norms.
- v. The bank shall not be liable or responsible for any act or omission on the part of the consultant or his employee/s, representative/s, etc. done while performing the contractual obligations which may result into criminal, civil or tortuous liability. The consultant shall be exclusively responsible and liable for all such acts and omissions.
- vi. The Bank shall be at liberty to proceed legally against the contractor in case of breach of any condition enumerated in the agreement and contractor shall at his own cost defend such legal action and shall indemnify and keep the Bank indemnified against the loss and cost/expenses including legal expenses that are incurred or might be incurred while proceeding with such legal action or pendency of such legal action/s.

7. **NON-Disclosure:**

**It is hereby agreed that all the parties in this agreement hereby agree as follows.**

- i. Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the information solely to its employees, agents and Sub-contractors on a need-to-know basis advise those persons of their obligations hereunder with respect to such Information.
- ii. To use the information only as needed for the purpose solely related to this project.
- iii. Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iv. Bidder shall disclose any information to parties not involved in supply of the products and services forming part of this order and discloser of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.
- v. Any information considered sensitive must be protected by the Bidder from unauthorized discloser or access.

vi. Any information, Photographs, Floor plan relating to the Interior/details of the Branch/Zonal office premises must be protected by the Bidder from unauthorized disclosure or access.

8. IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

**9. SIGNATURE CLAUSE**

**Signed and delivered by the \_\_\_\_\_ by the hand of  
Shri \_\_\_\_\_**  
(Name & Designation) (BANK)

In presence of :

(1) \_\_\_\_\_

Address :

(2) \_\_\_\_\_

Address :

(Witnesses)

**Signed and delivered by the \_\_\_\_\_ by the hand of  
Shri \_\_\_\_\_**  
(Name & Designation) (CONTRACTOR)

In presence of :

(1) \_\_\_\_\_

Address :

(2) \_\_\_\_\_

Address :

(Witnesses)

## H. INTEGRITY PACT

*(Applicable only for contracts valued at Rs. 1 cr. and above.)*

### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2022, between on one hand, Small Industries Development Bank of India through authorized official Shri. \_\_\_\_\_, The General Manager, ----- Zone, Small Industries Development Bank of India (SIDBI), No.178, Central Square Platform Road, Seshadripuram, Near Swati Hotel, Bengaluru-5602020 (hereinafter called the "BANK", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Proprietor/Partner (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out "Interior Furnishing of SIDBI Branch, Regional, IT premises, Bengaluru" (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking /partnership/ registered export agency / LLP, constituted in accordance with the relevant law in the matter and the BANK is Bengaluru Zone of Bank of Small Scale Industries Development Bank of India.

### **NOW, THEREFORE,**

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

Enabling the BANK to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BANK:**

- 1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an



advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
  - 1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

#### **COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BANK or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been

- paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BANK as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956/Section 2 (77) of the Companies Act, 2013
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs. 80,000 (to be specified in RFP) as Earnest Money Deposit/ Security Deposit with the BANK through any of the following instruments:

**5.1.1. Bank Draft or Pay Order in Favor of Small Industries Development Bank of India (SIDBI)**

**5.1.2.** A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BANK shall be treated as conclusive proof of payment.

**5.2.** The Earnest Money/Security Deposit shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, including warranty period, whichever is later.

**5.3.** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

**6. Sanctions for Violations:**

**6.1.** Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the Bank to take all or any one of the following actions, wherever required:-

**6.1.1.** To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

**6.1.2.** The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.

**6.1.3.** To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

~~**6.1.4.** To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Small Industries Development Bank of India (SIDBI), while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BANK in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.~~

**6.1.5.** To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.

**6.1.6.** To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of 3(three) years, which may be further extended at the discretion of the BANK.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **7. Fail Clause:**

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

## **8. Facilitation of Investigation**

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

## **9. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Bengaluru.

## **10. Other Legal Actions:**

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

## **11. Validity:**

- 11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BANK**

Name of the Officer: \_\_\_\_\_

Designation: \_\_\_\_\_

Bengaluru

Small Industries Development Bank of India

(Office Seal)

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

Witness:

1 \_\_\_\_\_

(Name &amp; Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name &amp; Address) : \_\_\_\_\_

## I. MODE OF MEASUREMENTS

### CONVERSION.

For conversion of any measurement system, the resultant figure shall be taken up to two digits after decimal point. Third digit shall not be taken into account.

### MEASUREMENT

The Area shall be measured in square meter/Square feet. The Running Length shall be measured in running meter/Rft.

Sr. No.	Items	Mode of Measurement
FURNITURE WORK		
1	Wooden Partition	Flat area measurement of elevation. <b>NOTE:</b> <i>The partition height shall be measured up to bottom of false ceiling and framing members/ ply going above shall not be measured.</i>
2	Wall Paneling / Boxing	Flat area measurement of elevation: The gross area paneled will be measured. No deduction will be made for gaps up to one centimeter between the panels. No separate measurements will be done for irregular shapes.
3	Entrance Door	Number of unit. / sqft / Sqm.
4	Storage Unit	Flat area measurement of elevation
5	Tables	Number of units / running length
6	Counter / Working platform	Running length of platform measured at center
7	False Ceiling	Flat area measurement only – no running length measurement if the width/ is less than 1'0" i.e. 300 mm.
8	Center / Counter Table	Number of unit
9	Sofa /Seating Unit	Running length of seating unit measured at center
10	Display / Pin-up Boards	Flat area measurement of elevation.
11	Vertical Blinds	Flat area measurement of elevation.

12	Carpet	The actual area covered by the carpet shall be measured. No extra shall be allowed for wastage.
13	Wall Painting	Flat area measurement, openings to be deducted, jambs to be added. In any case the measurements will not be done in Rft / Rmt.

**Note:** All other measurements of items not mentioned in the above table shall be taken as per IS 1200.

**Note:** Before quoting rates in the Price Bid, contractor should get clarity regarding the mode of measurement discrepancies. No correction and claim will be entertained afterwards. In case of extra items contractor should get the approval for mode of measurements before quotation of rate.

### **J. DETAILED SPECIFICATION OF WORK**

- This specification is for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the Competent Authority.
- The workmanship is to be the best and of high standard, use must be made of special trades men in all respects of the work and allowances must be made in the rates for doing so. The materials and items to be provided by the contractor shall be approved by the Competent Authority in accordance with any samples which will be submitted for approval by Contractor and generally in accordance with the Specifications Also if products are specified in the catalogue reference, the contractor will be required to obtain the approval of the Competent Authority before using a material. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the Competent Authority. Samples of all materials are to be submitted to the Competent Authority for approval before the Contractor orders or delivers the materials at site. Samples together with their packing are to be provided free of charge by the Contractor and should any materials be rejected; they will be removed from the site at the Contractor's expense. All samples will be retained by the Competent Authority for comparison with materials, which will be delivered at the site. Also, the Contractor will be required to submit specimen finishes of colours, fabrics etc. for the approval of the Competent Authority before proceeding with the work.
- The contractor shall be responsible for providing and maintaining and boxing or other temporary coverage required for the protection of dresses or finished work if left unprotected. He is also to clean out all shelving's, out ends and other waste from all parts of the works before coverings or in-fillings are constructed.
- Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during they are in use.
- All unexposed surface of timber e. g. false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of approved timber preservative before fixing or converging.
- Only first-class workmanship will be accepted. Contractor shall maintain uniform quality and consistency in workmanship throughout.

#### **B) Technical Specification:**

##### **1) Solid laminated partitions with framework: (Full height and half height):**

Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all



complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, panelling and dash fasteners to be paid for separately) : For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron)

Providing and fixing 12 mm thick prelaminated fibre boards (No Added Formaldehyde) made of jute / straw / Sugarcane waste (bagasse) of approved brand in panelling fixed in aluminium doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.

2) Glazed laminated partitions (6mm clear glass):

Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 8 mm thickness (weight not less than 20 kg/sqm).

3) Glazed Doors:

Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & double acting hydraulic floor spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge (Door handle, lock and stopper etc.to be paid separately).

4) Storage units:

Providing and fixing 19mm thick fibre boards (No Added Formaldehyde) made of jute / straw / Sugarcane waste (bagasse) both side balancing lamination of approved brand for boxes, shelves, racks, almirah, cupboard and drawer etc. including necessary nails, screws etc. complete as per direction of Engineer-in-charge.

Providing and fixing cupboard shutter (No Added Formaldehyde) with 19mm thick both side balancing lamination fibre boards made of jute / straw / Sugarcane waste (bagasse) of approved brand with auto closing spring loaded hinges (hydraulic type) etc. complete as per direction of Engineer-in-charge. (Payment of providing and fixing auto closing hinges shall be paid separately).

5) Gypsum tile grid false ceiling:

Providing & fixing false ceiling at all heights with GRG (Glass Fibre Reinforced Gypsum) false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having moisture content less than 2%, humidity resistance of 99%, NRC0.50 to 0.75 as per IS 8225:1987, Non-combustible as per BS 476 (part 4)-1970 and light reflectance of 85% (minimum) to be laid in true horizontal level suspended on inter-locking metal T-Grid of hot dipped galvanised iron section of 0.33mm thick (galvanized @ 120 grams per sqm including both sides) comprising of main-T runners of size 15x32 mm of length 3000 mm, cross - T of

size 15x32 mm of length 1200 mm and secondary intermediate cross-T of size 15x32 mm of length 600mm to form grid module of size 600 x 600 mm, suspended from ceiling using galvanised mild steel items (galvanizing @ 80 grams per sqm) i.e. 50 mm long, 8 mm outer diameter M-6 dash fasteners, 6 mm dia fully threaded hanger rod upto 1000 mm length and L-shape level adjuster of size 85x25x2 mm. Galvanised iron perimeter wall angle of size 24x24x0.40 mm of length 3000 mm to be fixed on periphery wall / partition with the help of plastic rawl plugs at 450 mm center to center and 40 mm long dry wall wood screws. The work shall be carried out as per specifications, drawing and as per directions of the Engineer-in-Charge.

#### 6) Composite Wood Doors:

Providing and fixing composite wood door shutters (No Added Formaldehyde) 30 mm thick with frame including ISI marked Stainless Steel butt hinges with necessary screws complete as per direction of Engineer-in-charge.

#### 7) Paints:

All material required for the works shall be of specified and approved manufacturer, delivered to the site in the manufacturer's container's name or trade mark with a description of the contents and colour. All materials are to be stored on the site.

Spray painting with approved machines will be permitted only if written approval has been obtained from the Competent Authority prior to painting. No spraying will be permitted in the case of priming costs nor where the soiling of adjacent surfaces is likely to occur. The buzzle and pressure to be so operated as to give an even coating throughout to the satisfaction of the Competent Authority. The paint used for spraying is to comply generally with the specification concerned and is to be specially prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed.

Wood preservative shall be Solignum or other equal and approved impregnating wood preservative and all concealed woodwork shall be treated with wood preservative. All brushes, tools, pots kettles etc. used in carrying out the work shall be clean and free from foreign matter and are to be thoroughly cleaned out before being used with a different type of class of materials.

All iron or steel surfaces shall be thoroughly scraped and rubbed with wire brushes and shall be entirely free from rust, mill scale etc. before applying the priming coat. Surfaces of new wood work which to be painted are to be rubbed down, cleaned, down to the approval of the Competent Authority.

Surfaces of previously painted woodwork which are to be painted are to be cleaned down with soap and water, detergent solution or approved solvent to remove dirt, grease etc. Whilst wet the surfaces shall be flatted down with a suitable abrasive and then rinsed down and allowed to dry. Minor areas of defective paint shall be removed by scraping back to a firm edge and the exposed surface touched in with primer as described and soaked with putty. Where woodwork has been previously painted or polished and it is to be newly polished, with scrapping, burning off or rubbing down and making surface properly.

Surfaces of previously painted metal which shall be painted are to be cleaned down and flattened down as described in surfaces of any rust and loose scale shall be removed

completely by chipping, scrapping and wire brushing back to the bare metal and touched in with primer as described.

Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. Two coats

#### 8) Melamine polish:

This shall be applied where natural grain of the wood is required to show. Polyurethane gives tough surface which resist chipping, scratching and boiling water. Application: Clean off all grease and wax with an abrasive and white spirit, this should not be applied in humid conditions. Apply the first coat, preferably of clear hard glaze with a cloth pad. Leave this to dry for at least six hours, then apply further coats with a paintbrush. If you wait for longer than 24 hours between coats, rub down the previous coat with fine glass paper or a medium grade of steel wool. Obtain a matt finish, if required, by giving a final coat of clear Reseal Matt coat.

#### 9) Indoor Air Purifying Plants:

Providing Indoor Air purifying plants such as Peace Lily, Dracaena, Gerbera daisy, Bamboo palm, Aloe Vera, Spyder Plant, Devils Ivy, Snake Plant planted in clay pot and placing at appropriate place as per direction of engineer in charge.

#### 10) Electrical Specifications:

##### Electrical Points:

Wiring for light point/ fan point/ wall fan point/ exhaust fan/ light sockets etc. with 1.5 sq.mm. PVC insulated 1100 V Grade Cu conductor (FRLS) wires & 1.5 sq.mm. Cu earth wire in concealed/ surface using 16 SWG MS conduits, accessories such as bends, tees, saddles, draw boxes, mounting boxes, inner plates, cover plates, ceiling rose etc. (wherever required) and chromium plates brass screws/ rowel plug etc. The circuit wiring starting from DB to point control box/ switch box using 2 X 2.5 sq.mm PVC insulated 1100 V grade multistranded copper conductor wire & 2.5 sq.mm. PVC insulated earth wire (color code to be used). (Flexible conduit/ elbow not allowed). The conduit to be laid in ceiling with proper clamps/ wall/ floor and filling the chase with cement mortar and finishing the same in original form/ wooden partition/ above false ceiling with proper clamps etc. all complete.

##### Computer Points:

Wiring with 2x2.5 sq.mm. + 1x2.5 sq.mm. PVC insulated 1100 V grade multi stranded copper conductor wires in 2 mm thick PVC conduit from UPS DB to computer point. Each point to have 3 nos. 6 amps. 5 pin modular type sockets, one 6 amps modular switch with all accessories, inner/ outer plates, metal box etc. and to be fixed on wooden partitions/ by grouting on wall etc. as per requirement at site. The switch should be fixed above the top of counter with indicator and sockets under the counter.

## LAN:

Wiring for VOICE from Jack Panel in data rack to computer workstation with Cat-6 voice cable in PVC conduits of size 20/ 25 mm including providing ferrules at both ends and termination at both ends including providing & fixing frame for Cat-6 with shutter, RJ 45 outlet, faceplate and mounting box complete of modular type. This work includes supply and laying of CAT-6 cable in PVC conduits throughout the length, from the I/O hub to the point.

## Light Fixtures:

Supplying, installation with hanging support, testing and commissioning of following light fixtures with electronic Ballasts, Tubes, lamps, all fixing materials including connecting wires etc. all complete as per the directions of Engineer-in-charge (All LED Light Fixtures should be covered with minimum 3 Years onsite replacement warranty).

## Light Sensor:

Supply, Testing & Commissioning of Flush mount 360-degree ceiling mount sensor that combiner PIR, IR and Lux level control. The Sensor can also be placed in an automatic "Daylight Harvesting" mode for energy savings.

**NOTE:**

- **The Specifications of the materials need to be followed as mentioned in the Bill of Quantities.**
- **The materials/ Specifications mentioned in the Bill of Quantities in the concept of obtaining Indian Green Building council certificate as Green Building/ Green office/ Green Interior and the work shall be carried out as per specifications and directions of the Engineer-in-charge.**
- **The above said specification shall be read with BOQ specifications The rate for the items in the BOQ shall be quoted accordingly. The decision of Bank's Engineer/Architect will be final in any ambiguity noticed in the specification of the item.**

Signature of Contractor(s)

**K. Indian Standards Referred to:**

- I.S. No. 200 Latest Measurement of Building & Civil engineering works for Measurement method.
- I.S. No. 287-1973 Recommendation for maximum permissible moisture of Timber used for different purposes in different areas.
- I.S. No. 1141-1973 Code of practice for joints used in wooden furniture work.
- I.S. No. 6534-1971 Guiding principles for grading inspection of Timber
- I.S. No. 1200 (Part XX1) -1973
- I.S. No. 3845-1966 Code of practice for joints used in wooden furniture work.
- I.S. No. 4020-1967 Wooden flush doors type of method to test.
- I.S. No. 4970-1973 Key for identification of commercial Timber.
- I.S. No. 3364(Part-II)-1976.Mehods of measurement and evaluation of defects in Timber. Part-II Converted Timber.
- I.S. No. 1708-1969 Method of testing small clear specimens of Timber.
- I.S. No. 6342-1971 Rosewood blocks for production of sliced veneers.
- I.S. No. 5248-1969 Teak logs for production of sliced veneers.
- I.S. No. 2202(Part I) 1973 Specification for wooden flush door shutters (Solid core type plywood panels).
- I.S. No. 2238. (Part I) Code of practice for finishing of wood and wood-based material operations and workmanship
- I.S. No. 7638-1975 Method of sampling of plywood.
- I.S. No. 303-1975 Specification for particleboard for insulation purposes.
- I.S. No. 3129-1965 Specification for particleboard for insulation purposes.
- I.S. No. 3513-1966 (Part III & IV) High and medium density wood-based laminates (Part III for General Purpose and Part IV for Sampling Test.)
- I.S. No. 1659-1979 Blackboards
- I.S. No. 7036-1974 Decorative plywood using plurality of veneers for decorative faces.
- I.S. No. 3478-1966 High –density wood particles.
- I.S. No. 1734 (Part to III) Plywood –method of testing Part I General Part II plywood Part III Battens.
- I.S. No. 1328-1970 Veneer decorative plywood
- I.S. No. 710Mannine Ply.
- I.S. No. 3087-1969 Wood particle boards (Medium Density)
- I.S. No. 848-1974 Specification for synthetic resin adhesive for plywood (Phenol and Amino plastic)
- I.S. No. 2046-1969 Specification for decorative laminates.
- I.S. No. 8273-1976 Fibrous gypsum plasters boards.
- I.S. No. 2095-7965 Gypsum plasters boards.
- I.S. No. 2542(Part – I)-1978 Gypsum plaster and concrete products. Method of testing. Part I – Plaster and concrete.
- I.S. No. 8272-1976 Gypsum plaster for use in the manufacture of fibrous board.
- I.S. No. 2441-1963 Fixing ceiling coverage Code of practice for
- I.S. No. 2935-1977 Specification for flat transparent sheet glass.

I.S. No. 2395 (Part-I) 1966

2395 (Part II)-1967

Panting to concrete masonry and plaster surfaces – Code of Practice for Part-I operation and workmanship & Part II

-Schedule of work application.

I.S. No. 3548-1966 Glazing in building –Code of Practice for.

I.S. No.6278-1971 White Washing and colour washing Code of Practice for.

I.S. No. 137-1965 Specification of ready mixes paint brushing matt or eggshell flat finishing interior to Indian Standard Colour. As required.

I.S. No. 133-1975 Specification for enamel and interior (a) Undercoating (b) Finishing

I.S. No. 129-1950 Specification for ready mixed paint brushing grey filler for enable for use over primers.

I.S. No.129-1950 Specification for ready mixed paint brushing finishing interior oil glass. For general purpose to Indian Standard Colours.

I.S. No. 533-1973 Specification for gum sprit or turpentine (oil of turpentine)

I.S. No.101+-1964 Method of test for ready mixed paints and enamels.

I.S. No. 75-1973 Specification for linseed oil (refined)

I.S. No. 77-1976 Specification for linseed oil boiled for paint.

I.S. No. 124(Part I)-1976 Specification for ready mixed paint brushing finishing semi glossy for general –purpose work.

I.S. No. 5884 Specification for woolen carpets.

I.S. No. 104-1979 Specification for ready mixed paint brushing zine chrome primer.

I.S. No. 5391-1969 Adjustable metal chairs for use of typist and operations in telephone exchanges.

I.S. No. 8756-1976 Ball catches for use in wooden Almira's.

I.S. NO. 3499-1976 (Part II) Chairs for office purposes metal revolving and tilting

I.S. No.5416-1969 General purpose wooden chairs. Method for Test for.

I.S. No. 6185-1971 High chairs specification and safety requirements for.

I.S. No. 4116-1976 Joints used in wooden furniture Code of Practice for.

I.S. No. 3845-1966 Joints used in wooden furniture Code of Practice for.

I.S. No. 7070-1973 shelving racks wooden (adjustable and nonadjustable type)

I.S. No. 5967-1969 Table tops (Wooden)

I.S. No. 5967-1969 Tables wooden of test for

I.S. No. 3564-1955 Door closures (Hydraulic regulated)

I.S. No.799-1975 Drawer locks. Cupboards and bus lock

I.S. No. 7981-1975 (Part I) Glossary of terms relating to builder's hardware Part I- locks

I.S. No. 704-1978 (Part I&II) Tower bolts ferrous and non-ferrous metals.

The various items to be used in the interior decoration/finishing work shall be of ISI standard. Wherever the items/products do not have ISI Mansards certification. Shall be got approved by Bank/Architect & Tested for its quality etc. At the laboratory and necessary testing charges shall be by the contractor.

**L. LIST OF APPROVED NOMINATED MANUFACTURES/ BRANDS.**

**Note:**

Check the availability of materials in current market.

All materials shall be of the 1st quality. Among approved brands, **selection of Brand shall be done as per Clients / Architects choice.**

Wherever the contractor proposes to use equivalent makes (i.e. other than specified) the same shall be approved by the Bank/ Architect. Any additional work done before prior approval of the expenditure and time; shall be solely on contractor's account and no claims whatsoever shall be entertained, in this regards.

Deduction in item rates will be done if Bank/ Architect selected the material who's price is less than the specified basic rates. If material is not available contractor should mention the alternate make and submit the deviation statement.

Contractor should check the availability of material in market (for required quantity) before quoting the rates and if the material is not available contractor should mention the alternate make and submit the deviation statement.

<b>Sr. No.</b>	<b>MATERIALS</b>	<b>APPROVED MANUFACTURER / BRAND</b>
<b>A</b>	<b><u>FURNITURE ITEM</u></b>	
1	Fiber based Board	Green ply (uttranchal), Archid (uttranchal), Merino
2	Gypsum Board – Partition / Paneling	India Gypsum Co. Ltd.
3	Cotton Curtains	Raymond/ Bombay dyeing
<b>B</b>	<b><u>FINISHES</u></b>	
<b>1</b>	Laminates	Royale touch / Formica / Green lam / Sunmica
<b>2</b>	Veneer (decorative plywood)	Green ply industries / Archid
<b>C</b>	<b><u>HARDWARE</u></b>	
1	Door Closer	Godrej / Enox / Ozone
2	Floor Springs	Enox / Ozone
3	Locks	Ebco / Godrej /
4	Point fittings, Fixing screws	
5	Patch fittings	Enox / Ozone
5	Drawer Channels	Telescopic – Ebco / Godrej / Appex
6	Handles	S.S 304 GRADE BRUSH FINISH
7	Auto closing Hinges for shutters	Ebco
8	"W" & "Z" Hinges for shutter	Heavy- Brass hinges & S.S hinges of Rockline/Floora
9	Butt Hinges for Door	Heavy – Brass hinges/ S.S hinges, of Rockline/Floora
10	CPU Trolley	Made by 18 mm plywood
11	Keyboard tray with Mouse pad	Made by 18 mm plywood
12	Screws	G.K.W., Nettle fold.

13	Adhesives	Fevicol SH, Araldite of FalcoFix
<b>D</b>	<b>FALSE CEILING</b>	
1	Gypsum Board –Ceiling / Partition/ Panelling	India Gypsum Co. Ltd.
<b>E</b>	<b>PAINT</b>	
1	Fire Retardant Paint.	
2	Low or no VOC Paint	Asian Paints.
3	Textured Paint	
<b>F</b>	<b>ELECTRICAL ITEMS:</b>	
	Control Switches	L&T / Siemens / Alstom Power / Kaycee
	Internal Lighting Fixtures	Philips/ Bajaj/ Havells /Crompton/Jaquar
	Wires	Finolex / Havells / Rr Kabel /Polycab /Anchor /Atc/ Kei Industries Ltd
	Cat-6 Cable	D-Link / Rr Kable / Digi – Link/ Finolex
	Power Cable	Polycab / Rr Cable / Industrial Cables / Rpg / Universal / Kei / Havells /Raychem
	Telephone Cables	Delton / Finolex.
	Switch & Socket Modular Type With Face Plate	Anchor/ Siemens / Schneider / Havells / Legrand
	Pvc Conduit (Isi Marked)	Bec/ Akg/ Norpack/ Richa
	Pvc Insulation Tape	Steel Grip/ Anchor
	Cable Glands	Comet / Electro Mech / Power Engg/ Flameproof Equipments Pvt.Ltd/ /Kaysons Techno Equipment P Ltd/ Standard Metal Industries
	Sensor	Philips/ Bajaj/ Havells /Crompton/Jaquar
G)	<b>PLANTS</b>	
	Indoor air purifying plants	

**All brands to be specified by the Bank's / Architect at the time of execution, Contractor to confirm before placing the order with the supplier. Contractor has to submit a letter for make and has to get it approved by Bank/Architect before placing order. If any make is not mentioned for the item, then it shall be considered as standard make and adhering to the BIS and with ISI mark.**



**M. SAFETY CODE**

## 1. SCAFFOLDING

1.1 Suitable scaffolding shall be provided for workman for all that cannot safely be done from the ground or from solid construction except such short period of work as can be done safely with ladders. When a ladder is used an extra Majdoor shall be engaged for carrying material as well as suitable foot holds and hand holds shall be provided on the ladder an inclination shall be given not steeper than 1/4 horizontal and 1 vertical.

Scaffolding or staging more than 12 feet above the floor. Swung or suspended from overhead support or erected with stationary support shall have a guard rail properly attached breached or otherwise secured at least 3 feet high above the floor of the platforms of such scaffolding staging and extending along the entire length or the outside the ends there of with only such opening as may be necessary for the delivery of the materials, such scaffolding or staging shall be fastened as to prevent it from swaying from the building structure.

Working platform gangways should be constructed so that they should not sag unduly or unevenly and if the height of the platform of the gangway or the stairway is more than 12 feet above the ground level and/or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in 2 above.

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed No portable single ladder shall be over 30 feet in length while the width between side rails in ring ladder shall be in no case less than 11.1 inches for ladder up to and including 10 feet in length for longer ladders this width should be increased at least 1/4 inch for each additional foot length uniform stop spacing shall not exceed 12" adequate precaution shall be so stacked or placed as to cause danger or inconvenience to prevent danger from electrical equipments. Nonmaterial on any of the sites of work shall be so stacked or placed as to causes danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suitable action or other proceedings of law that may be brought by any person and to pay any damages and cost which may be awarded in any such suitable action or proceeding to compromise any claims by any such person.

Date:

Signature of contractor(s)

**Annexure-I**

**DECLARATION BY THE CONTRACTOR**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclosures:

1. DD/Pay Order No.....

2. Terms & conditions (each page must be signed and stamped with the seal)

3. Financial Bid. (Signature of Contractor with seal) Name: Address: Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected. Also, non-adhering of any of the terms and conditions of will render the bid to be rejected.

**Date:**  
**Stamp**

**Signature of Contractor**

**Annexure-II**  
**Certificate/Undertaking**

1. Certified that I / we have visited the site on \_\_\_\_\_ and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition.
2. I undertake that I / we have visited the place of "-----, Small Industries Development Bank of India (SIDBI), -----", and noted the quantities, floor space, existing electrical connections, water etc.
3. Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the Interior works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.
4. I hereby abide for the rates which are quoted by me for each items considering all specification, standard procedure and site condition.

(Signature of Contractor):

(NAME):

(SEAL):

***(Above certificate/ undertaking is to be given on the Letter Pad of the Contractor)***

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**Annexure -III**

**FORMAT OF DECLARATION, TO BE FURNISHED IN COMPANY LETTER  
HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY  
ORGANIZATION**

**DECLARATION REGARDING BLACKLISTING/ NON-DEBRMENT**

To,  
The General Manager  
Small Industries Development Bank of India  
No. 178, Central Square, Platform Road  
Seshadripuram, Near Swati Hotel  
Bengaluru – 5602020, Karnataka

We here by confirm and declare that we, M/s----- is not  
blacklisted/De-registered/debarred by any Government department/ Public Sector  
Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the  
works/services during the last 05 years.

For -----

Authorized Signatory  
Date:

Annexure -IV

**PROFORMA FOR BANK GUARANTEE - PAYMENT OF SECURITY DEPOSIT**

BANK GUARANTEE

<b>Bank Guarantee No.</b>	_____
<b>Bank Guarantee Amount</b>	_____
<b>Expiry Date</b>	_____
<b>Claim Amount</b>	_____
<b>Account</b>	M/s .

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand-----.

BY

\_\_\_\_\_ Bank, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

Small Industries Development Bank of India, a Corporation established under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at No.178, Central Square, Platform Road, Seshadripuram, Near Swati Hotel, Bengaluru (hereinafter referred to as “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** the Bank pursuant to the Tender Documents, general terms and conditions of Contract, Letter of Indent (LOI) for Execution of Interior Furnishing works of -----  
- Branch, -----Zone and the Agreement (hereinafter collectively referred to as “the said documents”, the Bank has agreed to purchase from M/s.....  
and M/s..... has agreed to complete Interior works of -----  
Branch, ----- Zone of Bank, work more particularly described in the bill of quantities to the said documents (hereinafter collectively referred to as “**Interior work**”), subject to payment of the purchase price as stated in the said documents and

also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2. **AND WHEREAS** pursuant to the above arrangement, the Bank, has placed Work Order Order for Interior furnishing works of ----- Branch, ----- Zone (hereinafter referred to as “**The Work Order**”), with M/s. ....(Hereinafter referred to as “**Contractor**” which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors), subject to the terms and conditions contained in the said documents and the Contractor has duly confirmed the same.
3. **AND WHEREAS** the Contractor has returned the duplicate of the Work Order duly signed in token of its unconditional, unqualified and absolute acceptance, vide its letter dated \_\_\_\_\_ and has confirmed the performance/ execution of the Rate Contract and the said documents.
4. **AND WHEREAS** the said documents and the unconditional, unqualified and absolute acceptance by the Contractor are hereinafter collectively referred to as “**the Contract**”.
5. **AND WHEREAS** in terms of the Contract, the Contractor has agreed to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Bank acceptable to the Bank for securing towards faithful observance and performance by the Contractor of the terms, conditions, covenants, stipulations, provisions of the Contract.
6. **AND WHEREAS** at the request of the Contractor, the Guarantor has agreed to guarantee the Bank, payment of Rs. -----/- (Rupees in words Only) towards faithful observance and performance by the Contractor of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at ----- forthwith, an amount of Rs.-----/- or any part thereof, as the case may be, as aforesaid due to the Bank from the Contractor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Contractor in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Contractor. Any such demand or claim made by the Bank, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between the Bank and the Contractor or any dispute between the Bank and the Contractor pending before any Court, Tribunal, Arbitrator, or any other authority.
2. The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

3. The Bank shall be the sole judge to decide whether the Contractor has failed to perform the terms of the Contract by the Contractor to the Bank and on account of the said failure what amount has become payable by the Contractor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.
5. The liability of the Guarantor, under this Guarantee shall not be affected by \_
  - i) **any change in the constitution or winding up of the Contractor or any absorption, merger or amalgamation of the Contractor with any other Company, Corporation or concern; or**
  - ii) **any change in the management of the Contractor or takeover of the management of the Contractor by the Government or by any other authority; or**
  - iii) acquisition or nationalization of the Contractor and/or of any of its undertaking(s) pursuant to any law; or
  - iv) any change in the constitution of the Bank; or
  - iv) any change in the set-up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - v) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed Rs. -----/- (Rupees in words Only)
7. This Guarantee will expire on one year from the date of Guarantee. Any demand or claim under this Guarantee must be received by the Guarantor within Six months from the date of expiry of the Guarantee and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Bengaluru city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
9. Notwithstanding anything herein:
  - a. The Bank's liability under this Bank Guarantee shall not exceed Rs ----- (Rupees-----)
  - b. This Bank Guarantee shall be valid up to ----- and
  - c. The Bank is liable to pay the Guaranteed amount or part thereof under this Bank Guarantee only and only if the beneficiary serves upon the Bank a written claim or demand on or before----- (Date of Expiry of Guarantee)

- d. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872.

Or

If a Bank Guarantee is issued with a claim period of less than one year on top of the guarantee period, then such guarantee will not have the benefit of Exception 3 of the Section 28 of Indian Contract Act, 1872.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY  
the within named Guarantor,

\_\_\_\_\_,  
by the hand of Shri. \_\_\_\_\_,  
its authorized official.

- Note :-**
- a) **The Name and Designation of the Authorized officer(s) of the bank should be compulsorily mentioned.**
  - b) **A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.**