



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

**PRE-QUALIFICATION CUM TENDER NOTICE  
for Repairs, Renovation & civil work at**

**Kings Apartment, Mall Avenue, Lucknow-226001.**

Last date of submission **14<sup>th</sup> June,2021** upto 1500 hrs.

**CLIENT:**

**The Deputy General Manager,  
Small Industries Development Bank of India (SIDBI),  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow – 226001, Uttar Pradesh,  
Phone No: 0522 – 4261633 / 685**

**CONSULTANT:**

**Ar. Rahul Chaudhury  
M/s.Vaastu Vikalp Architects,  
S-24, First Floor, S2S Square, Garh Road,  
Meerut – 250002, Uttar Pradesh  
Email: [vaastuvikalparchitects@gmail.com](mailto:vaastuvikalparchitects@gmail.com)  
Contact no : 9899328602**

**PREQUALIFICATION CUM TENDER NOTICE FOR REPAIRS, RENOVATION & CIVIL  
WORK AT KINGS APARTMENT, MALL AVENUE, LUCKNOW - 226001, UTTAR PRADESH**

Small Industries Development Bank of India (SIDBI) is set up as a corporation established by the Small Industries Development Bank of India Act 1989 (39 of 1989). SIDBI acts as the principal Financial Institution for promotion, financing and development of the MSME sector and coordinates with institutions engaged in similar activities and provides its services through a network of offices located all over India having head office at SIDBI Tower, 15, Ashok marg, Lucknow 226001 and invites hereby **sealed tenders in two separate sealed covers** (Superscribed technical bid and price bid) from reputed, experienced and established contractors at Lucknow, Uttar Pradesh for execution of Repairs / Renovation works for its Residential premises located in Lucknow, Uttar Pradesh. Tender documents comprising Technical and Commercial Bids can be downloaded from SIDBI's web site [www.sidbi.in](http://www.sidbi.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). The same can also be obtained from the office of **The Deputy General Manager (APV Premises), Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow -226001, Uttar Pradesh**, Phone No: 0522 - 4261633/685 and **Consultant's (Architect's)** office at M/s. Vaastu Vikalp Architects , S-24, First Floor, S2S Square, Garh Road, Meerut – 250002, Uttar Pradesh, Email: [vaastuvikalparchitects@gmail.com](mailto:vaastuvikalparchitects@gmail.com), Contact no : 9899328602, **on or before 14<sup>th</sup> June 2021**. The last date for submission of completed Tenders is 14<sup>th</sup> June,2021 up to 3:00 pm

**Deputy General Manager**  
**(APV Premises)**  
**SIDBI, Lucknow**



## NOTICE INVITING TENDER

Dear Sir,

**Sub: Repairs, Renovation & Civil Work at Kings Apartment, Lucknow - 226001, Uttar Pradesh**

**Sealed Tenders** are hereby invited by **Small Industries Development Bank of India (SIDBI)** in two cover system (Technical and Commercial bid / Price Bid) from Contractors of Lucknow for the captioned work.

Tenders forms will be available at office of **The Deputy General Manager, Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow - 226001, Uttar Pradesh**, Phone No: 0522 - 4261633/685 and **Architect office at M/s. Vaastu Vikalp Architects , S-24, First Floor, S2S Square, Garh Road, Meerut – 250002, Uttar Pradesh**, Email: [vaastuvikalparchitects@gmail.com](mailto:vaastuvikalparchitects@gmail.com), Contact no : 9899328602, from **24th May 2021 to 14th June 2021**, during working hours.

The sealed **Prequalification cum Tender form** in the prescribed format should be addressed to:

**The Deputy General Manager,  
Small Industries Development Bank of India (SIDBI),  
SIDBI Tower,  
15, Ashok Marg,  
Near Shakti Bhawan,  
Lucknow – 226001, Uttar Pradesh,  
Phone No: 0522 – 4261633 / 685**

**TENDER DOCUMENT - Part II**

**NOTICE OF INVITATION OF TENDER**

SIDBI (Employer) is set up as a corporation established by the Small Industries Development Bank of India Act 1989 (39 of 1989). SIDBI acts as the principal Financial Institution for promotion, financing and development of the MSME sector and coordinates with institutions engaged in similar activities and provides its services through a network of offices located all over India having head office at SIDBI Tower, 15, Ashok marg, Lucknow 226001 and hereby invites applications for Pre-qualification cum Tender from reputed and established contractors for execution of Repairs / Renovation works (consisting of Civil, Plumbing and Electrical works) for its Residential Premises located in Lucknow. The estimated cost for the work is **around Rs. 50 lacs** excluding applicable GST.

This document can also be downloaded from SIDBI's web site [www.sidbi.in](http://www.sidbi.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

- I. If any clarification is required by the tenderer, the same can be discussed during pre-bid meeting to be held on **June 04, 2021 at 11.30 pm** at the office of **The Deputy General Manager, Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow -226001, Uttar Pradesh.**
- II. Tenderers are advised to go through this tender document carefully as well as visit the Bank's office premises at Lucknow and acquaint themselves both the site conditions and present condition of building and fittings, etc. before submission of tender.

The duly filled and sealed tender documents including complete set of supporting documents in two separate envelopes as indicated below, may be submitted to the **The Deputy General Manager, (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow – 226001, Uttar Pradesh** at the address indicated above.

The main Envelope covering the above two envelopes shall be super scribed as **Tender for 'Repairs, Renovation & civil work at Kings Apartment, Mall Avenue, Lucknow - 226001, Uttar Pradesh'**.

### **Envelope 1**

Complete set of Prequalification documents and Tender documents **Part I & Part II** as issued, duly filled in and signed by the tenderers on all pages along with all supporting documents, etc. and Earnest Money Deposit of **Rs. 70,000/-** in the form of Demand Draft (DD) in favor of SIDBI, Lucknow.

### **Envelope 2**

Complete set **Part-III** of Bill of Quantities (BoQ) or Price Bids duly filled and signed, complete in all respect (conditions, if any mentioned in this envelop shall not be taken into consideration for evaluation of tender). This sealed cover shall be clearly marked "**Price Bid**" and shall contain tender documents with price quoted in words and figures both, duly filled with sign & seal of the company.

#### **Rate quoted shall include cost of all:**

**i) Materials, wastage of material, Labour** for all leads and lifts, **Supervision**, setting out works, Machinery and equipment with its mobilization / demobilization, transportation charges, Clearing of the site (both prior to commencement and after completion of work). Consumables such as, but not limited to **petrol, oil, diesel, lubricants, drill bits, pipes, ropes** etc. Construction facilities such as **scaffolding, tarpaulins, wind break**, etc. under this contract.

**ii) All royalties, sales tax, toll tax, local tax, development charges, VAT tax** including works contract tax, **duties, Octroi, entry tax**, etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes, any other levies payable on all transactions etc. Overheads / profits of Contractor for due performance of the work & any other taxes if levied in future by statutory authority applicable to the contract shall be payable by the contractor and SIDBI will not entertain any claim whatsoever in this respect.

The rates will be "Excluding the Goods and Service tax (GST)". The reimbursement against GST will be paid to the contractor as per Govt., rules & regulations. The proof of payment made by the contractor to the appropriate department shall be submitted to SIDBI, failing which appropriate amount shall be withheld on getting information/instruction from the concerned department.

#### **REGULARITIES IN BID QUOTING:**

**a)** This is a Percentage Rate Tender, contractor shall fill up the Price Bid (BoQ) form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at BoQ, he will be willing to execute the work. The tender submitted shall be treated as invalid if: -

1. The contractor does not quote percentage above/ below on the total amount of tender or any section/ sub head of the tender.
2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/ sub head of the tender.

3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/ sub head of the tender.

The tender documents shall be written legibly and free from erasure, over writings or conversions of figures. Corrections unavoidable shall be made by crossing out, initialling, dating and rewriting. In case of any ambiguity or mistakes, the unit rates and prices written in words shall be considered as final.

**b)** Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled both in figures and words, so that there is no discrepancy. Any tender not bearing signature of the bidder & without seal of company/LLP on all the documents accompanying the tender is liable to be rejected.

The tenders by corporation shall be signed with legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to sign it with seal of the company.

**c)** Each tender shall contain the name, residence & place of business of person or persons dealing with the tender & shall be signed by the tenderer with his signature with the seal of the company/LLP (if any).

**d)** In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit **sealed revised offer** in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money deposited by him shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by **draw of lots** in the presence of Tender Evaluation Committee and the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors, those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

**Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.**

**e) Submission of tender:**

- **The Contractors are to quote on percentage rate basis i.e. Below /above /at par in the attached schedule of rates both in words and figures, otherwise tender will not be considered for evaluation.**
- No tender shall be Accepted / opened in any case received after due date and time of receipt of tender, irrespective of delay due to postal services or any other reasons, and the Bank shall not take any responsibility for late receipt of tender. Any tender received after the due date and time of submission shall not be considered for this tender process.
- Any information, dossier or revised offer during or after the date of submission of tender shall not be accepted. The tender received after time & date specified in the tender notice will not be accepted. Once the offer is submitted by the tenderer before due date of submission, the tenderer shall not be allowed to submit revised / additional / modified offer even before due date and time of submission of tender.

However, if the date of issue and / or submission of tender is extended by the SIDBI due to any reason the tenderer may submit, if he wishes, the revised / additional / modified offer before extended due date and time of submission.

Both the envelopes shall be addressed and submitted to **The Deputy General Manager, Small Industries Development Bank of India (SIDBI), SIDBI Tower, 15, Ashok Marg, Lucknow -226001, Uttar Pradesh**, Phone No: 0522-4261633 / 685 not later than 15.00 HRS on **14<sup>th</sup> June 2021**.

Envelop No-I will be opened on the same date i.e. **June 14<sup>th</sup>, 2021 at 15.30 HRS**, at the above address in presence of tenderer or their authorized representative who wish to be present. After evaluation of the technical document, to verify its substantial responsiveness to the tender conditions, technical specifications, etc, the qualified tenderer will be informed through email about the date of **opening of Price Bid** at a later date.

SIDBI reserves the right to accept or reject any tender either in whole, or in part without assigning any reason for doing so.

The tenderers are advised to ensure strict observance of commercial aspect of this tender and are also advised to note that,-

- a. Time of completion is 04 months w.e.f. date of commencement of work (date of commencement of work is 7 days from date of issue of LOI/work order) for external work as well as internal painting which should be taken up simultaneously with external as directed by SIDBI.
- b. The onus of cooperation with other contractor for any disciplines in the services lie on the tenderer.
- c. It may be noted that all the documents that comprises the tender documents should be signed and sealed by the tenderer.
- d. No part of the 'Bill of quantities' (BoQ) specification should be deleted / altered.
- e. Validity of offer-120 days from date of opening of BoQ/Price Bid.

f. 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.

g. Defect liability period: 12 months from the date of completion as certified by SIDBI

The successful tenderer will enter into agreement with SIDBI as per standard format (copy annexed herewith) within 14 days on receipt of Letter of Intent from SIDBI.

A pre tender meeting shall be held **JUNE 04, 2021** at 11.30 HRS with **Deputy General Manager (APV Premises) Small Industries Development Bank of India (SIDBI) at SIDBI Tower, 15, Ashok Marg, Lucknow -226001, Uttar Pradesh**, Phone No: 0522-4261633.

The contractors are requested to attend the Pre-bid meeting to satisfy themselves regarding their queries and doubts, if any regarding this tender.

The Notice Inviting Tender (NIT) shall form a part of tender documents.

Yours faithfully,

Deputy General Manager, SIDBI, Lucknow



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

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

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## **PART I (Technical Bid)**

**Sub: Tender for 'Repairs, Renovation & civil work at Kings Apartment, Mall Avenue, Lucknow - 226001, Uttar Pradesh**

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- Annexure II Proforma of Indemnity Bond
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**SECTION A**

**(FORM OF TENDER)**

To  
The Deputy General Manager,  
Small Industries Development Bank of India (SIDBI),  
SIDBI Tower,  
15, Ashok Marg,  
Near Shakti Bhawan,  
Lucknow – 226001, Uttar Pradesh,  
Phone No: 0522 – 4261633 / 685

**Sub: Tender for ‘Repairs, Renovation & civil work at Kings Apartment, Mall Avenue,  
Lucknow - 226001, Uttar Pradesh**

Dear Sir,

Having examined the specifications and Schedule of Quantities relating to the works specified in the tender hereinafter set out and having visited and examined the site of the works as specified in the published Tender No. .... dated ....., and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said Tender within the time specified in the said Tender at the rates mentioned in the attached Schedule of Quantities and in accordance with all respects and specifications, quantities and instructions as referred to in Conditions of Tender, the Articles of Agreement, Schedule of Quantities and other documents related with tender with such materials as are provided by SIDBI (if any) with such conditions so far as may be applicable.

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

(Signature)

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

Name of Agency/Contractor  
Address

**SECTION -B**

**APPENDIX**

The following appendix gives the figures for the relevant clauses of the tender

PERIOD OF EACH RUNNING BILL	MINIMUM 30 DAYS
DATE OF COMMENCEMENT	WITHIN 7 DAYS AFTER ISSUING THE ORDER / LOI
PROJECT COMPLETION PERIOD	4 MONTHS FROM DATE OF COMMENCEMENT.
VALUE OF INTERIM CERTIFICATE	` 10,00,000/= OR 30 DAYS
EARNEST MONEY DEPOSIT	` 70,000/-
INITIAL SECURITY DEPOSIT	2% OF WORK ORDER VALUE
RETENTION MONEY	10% (INCLUDING INITIAL SECURITY DEPOSIT OF 2%)
RETENTION AFTER VIRTUAL COMPLETION	50% IMMEDIATELY ON VIRTUAL COMPLETION AND BALANCE 50% AFTER COMPLETION OF DEFECTLIABILITY PERIOD OF 12 MONTHS
TENDER VALIDITY	120 days
WATER AND ELECTRICITY	Contractor responsibility

**SECTION C**

**INSTRUCTIONS FOR TENDERERS**

**1. INVITATION OF TENDER.**

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA invites sealed tenders in two separate sealed covers for the repairs and renovation / works according to the specification and bill of quantities in the tender document herewith attached. Tender received after the hour and date so fixed will not be considered. Tender will be received up to 3.00 p.m. on the date so fixed for submission and specified in Tender notice. Tenderer's authorized representative may attend the tender opening at which time, the price and other relevant details will be read out. Tender opening time will be as given in Tender notice. However, the bank reserve's the right to reject all the tenders or the lowest or any other tender without assigning any reason. Tenderer shall have no cause of action or claim against the Bank/Consultant for rejection of his tender. Bank/Consultant shall not be liable to return / reimburse the cost of the tender. Tender documents are not transferable. Any act or deed to influence the decision makers in the tender process by any tenderer, the Bank/consultant reserves the right to disqualify the tenderer.

**2. CLARIFICATIONS.**

Tenderer' shall carefully examine the Tender Documents and fully satisfy themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. Should a Tenderer find discrepancies in or omission, from the specification or other document or should he be in doubt as to their meaning, or should he require any other clarification of the tender documents, he should at once address the query to the consultant.

Any query raised will be attended to by the consultants and replied in 2 days after pre bid meeting.

**3. TENDER SUBMISSION**

In the event of a contract, the tender and the documents attached there to shall be considered as forming part of the contract documents. The tenders shall be submitted in a sealed form in Envelopes issued with the tender. This envelope shall show on the outside, the name of the tenderer and the address. In addition the lower left hand corner of the envelope should indicate the contract number and the tender opening date. No tender shall be accepted unless it is properly sealed, tenderer's shall not be allowed to fill in or seal their tenders at the Consultants office. Tenderers are requested to present the tenders in good time on the stipulated day as to avoid rush at the closing hours.

Each copy of the tender shall be accompanied by the following documents :

- a) The tenderer's general program for the execution of the works.
- b) A chart showing estimated monthly labour force.
- c) A list of the major items of plant and machinery which the tenderer proposes to deploy on the site.
- d) A covering letter stating any other matter in relation to his tender which the tenderer considers should be drawn to the particular notice of the consultants. In addition, the original tender shall be accompanied by.
- e) The latest income tax return filed and copy of PAN Card.
- f) Signed copies of the addenda, if any,

Erasures and other changes shall be noted over the initials of the person signing the tender.

All pages and drawing given with the tender document are required to be submitted in its original binding duly filled and signed with an initial of the person signing the tender on every page of the said document. Failure to comply with this instruction may lead to disqualification of the tender.

#### **4. DEADLINE**

Tenders must be received by the clients on the day and at the address specified in the tender notice. The Bank /consultants may at their discretion, extend the deadline for submission of tenders by issuing an amendment in such case all right and obligation of the consultants and the tenderer's previously subject to original deadline shall thereafter be subjected to the new deadline as extended.

#### **5. TENDER GUARANTEE/EARNEST MONEY**

In the form of PO/DD payable at Lucknow favouring SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA . If during the tender validity period the tenderer withdraws his tender or the successful tenderer fails to accept the contract within 10 calendar days after receiving notice of the award of contract and fails to submit initial Security deposit, the earnest money shall be forfeited and tenderer may disqualify himself for further works with the Bank/ consultants. After award has been finalized, the Earnest Money deposit will be returned to the respective unsuccessful tenderer after 20 days. The successful tenderer's earnest money will be retained as a security deposit . No interest will be paid on any tender deposit.

#### **6. SIGNATORY –**

Tenderer are requested to sign the tender form, annexure, all schedules, Forms, Addendum, if any, and the Bill of Quantities and Rates, etc. after making appropriate entries wherever necessary.

**If the tender is made by an Individual,** it shall be signed by him with his full name above his current address.

**If the tender is made by Proprietary firm,** it shall be signed by the Proprietor above his name and the name of his firm with its current address.

**If the tender is made by a firm in partnership/LLP.,** it shall be signed by Authorized partner/all the partners/designated partner of the firm/LLP, mentioning their full names and current addresses, or by a partner holding a power of attorney for the firm signing the tender accompanied with certified copy of the power of attorney. A certified copy of the partnership deed, current address of the firm and the full name and the current address of all the partners shall also accompany the tender.

**If the tender is made by a Limited company or a Limited Corporation,** it shall be signed by a duly authorized person holding the power of attorney/Authorized on the basis of resolution of company for signing the tender accompanied with a certified copy of the power of attorney and the Board Resolution. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

**If the tender is made by a joint venture of two or more firms as partners,** it shall comply with the following requirements:

(a) The tender, and in case of successful tender the Contract Agreement Form shall be signed so as to be legally binding on all partners.

(b) One of the partners shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners,

(c) The Partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including the payments shall be done exclusively with the partner in charge.

(d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the tender form and the Contract Agreement Form,( In case of a successful tender) and

A copy of agreement entered into between the joint venture partners shall be submitted with the tender. All witnesses and sureties shall be persons of status and probity and their full names, occupations, and addresses shall be stated below their signatures. The tenders shall be accompanied by an attested copy of income tax certificate from the Income Tax officer of the circle for the previous year. All signatures in the tender documents shall be dated.

## **7. TENDER OPENING**

- (1) The bank will open the tenders, including submissions made in presence of tenderer's representatives who choose to attend at the place of opening as specified in tender notice. The tenderer's representatives who are present shall sign a register evidencing their attendance.
- (2) Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened.
- (3) When opening a tender, the SIDBI's consultants will ascertain whether the tenderer has furnished a proper valid Earnest Money Deposit. Tenders received without the EMD shall be considered as non-responsive, shall not be opened and shall be rejected outright.
- (4) SIDBI/ Consultants will open the envelopes/parcels/package of those tenders for which valid EMD have been received and examined whether the tenders are complete, whether the documents have been properly signed and whether the tenders are generally in order.
- (5) After opening the tenders the Bank will announce the tenderer's names, the Tender prices, written notifications of tender modifications and withdrawals, if any, and such other details as SIDBI's consultants may consider appropriate.

## **8. VALIDITY**

The tender shall be kept valid for acceptance for a period of 120 calendar days from the day of opening of tenders.

## **9. CONFIDENTIALITY**

- (1) After opening of tenders, information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the tenderers or other persons not officially concerned with such process until the award of the contract to the successful tenderer has been announced.
- (2) Any effort by a tenderer to influence the SIDBI's consultants personnel or representatives on matters relating to tenders under study, in the process of examination, clarification, evaluation, and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the tenderer's tender.

## **10. SIGNING OF CONTRACTS**

At the time the consultant notifies the successful bidder regarding the acceptance of his bid the consultants will send the bidder, the forms of Agreement provided in bidding documents, incorporating all the terms and conditions, after the tenderer pays the



Contract deposit (Initial Security Deposit) and the legal charges prevailing on that date. The successful bidder shall execute the said Agreement with SIDBI within 10 days of receipt of the Form of Agreement by the the successful bidder.

#### **11. STAMP & LEGAL COSTS**

It shall be incumbent on the successful and Legal tenderer to pay stamp duty on the contract charges and legal charges for preparation of the contract agreement as prevailing on the date of execution of the contract.

## SECTION-D

### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

#### 1. INTERPRETATIONS AND DEFINITIONS

- i. Singular and Plural.- Where the context so requires, words importing the singular shall also mean plural and vice versa.
  - ii. Headings and marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
  - iii. Words importing the masculine gender shall also include the feminine gender.
- (A). The "CLIENTS/EMPLOYER/BANK" shall mean 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 15,Ashok Marg,SIDBI TOWER, 15, Ashok Marg, Lucknow-226 001.
- (B) The "CONSULTANTS" / "SIDBI's Consultant" shall mean M/s. **Vaastu Vikalp Architects**, and operating through constituted nominee/ Power Attorney/ Associate or any officiating personal and also their successor from time to time.
- (C) The "CONTRACT" shall mean the tender and acceptance thereof and the formal agreement, if any, executed between the Contractor, client and Consultants together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- (D) The "CONTRACTOR" shall mean the individual or firm or company or LLP, whether incorporated or not, undertaking the works and shall include legal representatives of such individuals or persons composing such firms or company as the case may be and permitted assigns of such individual or firm or company.
- (E) "CONTRACT SUM" means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there from as may be made under the provisions hereinafter contained. In case of item rate contracts, the cost of the work arrived at after extension of the quantities shown in schedule of items/quantities by the item rates quoted by the tenderer for various items and summation of the extended cost of each item. Special discount/Rebate/Trade discount offered by the tenderer if any and accepted by the consultants. Additions or deletions that are accepted after opening of the tenders.

- (F) "SPECIFICATIONS" means the specifications referred to in the tender and any modifications thereof or any addition or deletion there to as may from time to time be furnished or approved in writing by the consultants.

## **2. QUALITY STANDARDS**

Specified reference in the specification to any material by trade name or catalogue number shall be construed as establishing a standard of quality and performance and not as limiting competition. Tenderer, in such cases, may at their option use any other product provided that it ensures an equal or higher quality than the standard mentioned and meets the specific approval of the Bank/consultant.

## **3. CONSULTANT'S DECISION**

The whole work shall be under the direction of the consultants whose decision shall be final, conclusive and binding on all parties to the contract on all questions relating to the construction and meaning of plans, working, drawings, sections and specifications connected with the work.

## **4. ASSIGNMENT**

The contractor shall not assign, transfer or attempt to assign / transfer the contract or any part thereof or any benefit or interest therein or there under otherwise than by a charge in favour of the contractor's bankers of any money due or to become due under this contract, without the prior written approval of the Bank/consultants. This implies that the interest, any due, benefits will be on Contractors name or his bankers name.

## **5. CONSULTANTS AUTHORITY**

### **CONSULTANTS TO HAVE POWER TO ISSUE FURTHER DRAWINGS OR INSTRUCTIONS**

The consultant shall have the power and authority from time to time or at all times to make and issue such further drawings and issue such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications, and contractors shall receive, execute obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specifications, and the consultant may also vary the levels or position of any work completed by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other work in lieu thereof or may order any work or any portion of work executed or partially executed, to be removed, changed or altered,

and, if needful, any order that other works shall be substituted instead hereof and difference of expenses occasioned by any such deviation or alteration so ordered and directed shall be added to or deducted from the amount of this contract.

No work which radically changes the original nature of the contract shall be ordered by the consultants and in event of any deviation being ordered which in the opinion of the contractor changes the original nature of the contract he shall nevertheless carry it out and the disagreement as to the nature of the work and rate to be paid therefore shall be resolved mutually. The time for completion of work, shall in the event of any deviations resulting in additional cost over the contract sum being ordered, be extended or reduced reasonably by the consultant. The consultant's decision in this case shall be final.

#### **6. CONTRACTOR TO PRESERVE PEACE**

The contractor shall at all times during the progress of the work take all requisite precaution and use his best of endeavors for preventing any riotous or unlawful behavior by or amongst the workers and other employed on the works and for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the works. He shall also pay the charges of such special police (if any) as the consultant may deem necessary.

The contractor shall at his own cost arrange for safety provisions indicated elsewhere or as required by the consultants, in respect of all labor directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the consultants shall be entitled to do so and recover the costs thereof from the contractor.

The contractor shall at his own cost, make all necessary provisions for health and safety of his work people. He shall when required by the consultant, provide proper latrines and urinals to the satisfaction of the consultants in such numbers and in such localities as he may directed, and shall take all steps necessary to compel his work people to resort to such latrines, and urinals, and shall dismiss from his employment and remove from the works any one detected obeying the calls of nature in any place other than the conveyances allotted for such purposes.

#### **7. VOUCHERS**

The contractor when required by the consultants produce all quotations, invoices, vouchers and accounts or receipts etc. to prove that the materials supplied by him are in conformity to the specified requirement of the contract.

## **8. EMPLOYMENT OF LABOUR**

The contractor shall employ the labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship, of the degree specified in the contract and to the satisfaction of the consultant. The contractor shall not employ in connection with the work any child or an adolescent as defined in the factories Act, 1948.

The contractor shall also see that all the provisions regarding employment of young persons covered by the Employment of Children Act, 1933 and the factories act 1948 as amended from time to time shall be fully complied with. The contractor shall also see that the provisions set for under the Minimum Wages Act and Contract Regulation and Abolition Act 1970 together with the Rules made thereunder, as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payments of wages, overtime etc. made to his workmen as required by the Conciliation Office (Central), Ministry of Labour, Govt. of India, or such other authorised person appointed by the central or state govt.

The contractor shall make his own arrangement for the engagement of all labour local or otherwise. The contractor shall indemnify the client or any agent servant or employee of client for any lapses on the part of contractor on account of noncompliance of the above referred acts. The contractor shall follow all the prevalent Acts, Rules, provisions, guidelines whether of Central or State Government, applicable, to employment of Labour and indemnify the client from any lapses thereof.

## **9. SPECIFICATIONS I.S.I.**

In case where no particular specifications is given for any article to be used under the contract, or working methodology the contractor shall get such specification, prior to submission of tender, from the consultant and in case such specification are not provided the relevant specification where one exists, of the Indian Standards Institution shall apply.

## **10. COMMENCEMENT TIME**

The time allowed for execution for the works as specified in the contract documents shall be the essence of the contract. The execution of the works shall commence from the date specified by the consultant in writing. If the contractor fails or neglects to commence the execution of the work as aforesaid, the consultant shall, without prejudice to any other right or remedy, be at liberty to forfeit the security deposit absolutely. Extension of time may be considered in the following situations

- A. Force Majeure such as, acts of god, acts of public enemy, acts of Govt., floods, epidemics etc. or
- B. Abnormally bad weather, or
- C. Serious loss or damage by fire or,
- D. Civil commotion, local combination of workmen, strike or lockout affecting any of the traders employed for the work.
- E. Delay on part of the other contractor or tradesmen engaged by the consultants in executing work not forming part of the contract, if the Contractor on his part has done all that may be reasonably required to impress upon/ follow up with the such other contractor or tradesman, to the satisfaction of the consultants
- F. If case the hostel rooms are not made available for work for any reason
- G. Any other reason which, in the absolute discretion of the consultant is beyond the contractor's control. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the consultants but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the consultants to proceed with the work. Request for extension of time, to be eligible for consideration shall be made by the contractor in writing within 14 (fourteen) days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is desired. In any such case the consultants may give a fair and reasonable extension of time for completion of work keeping in view the reason stated here above. However the extension will be final for the said reasons and no consideration can be allowed at a later date.
- H. Mobilization period of labour and materials at site is 07 days from the date of award of contract, and it will be considered as grace period. Actual contract period will be accounted from 7 days after the date of work order / Letter of Intent issued by the Bank to the Contractor

## **11. MATERIAL**

All material to be provided by the contractor and the contractor shall, at his own expense, provide all material required for the works. All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if requested by the consultants, furnish proof to the satisfaction of the consultant that the materials so comply. The contractor shall, at his own expense and

without delay, supply to the consultants samples of materials proposed to be used in the work. After testing the consultants will inform the contractor whether the samples are approved or not. If the samples are not approved the contractor will supply fresh samples for approval. The consultants shall have full powers to remove any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or which do not confirm in character or quality to the samples approved by him. The consultants has the power to arrange for the removal of the same at the cost and risk of the contractor. All charges on account of octroi, sales tax royalty and any other taxes/duties on material obtained for the works from any source shall be borne by the contractor. The consultants reserve the power to get any material tested for quality and consistency at the cost of the contractor and the contractor is bound to provide all facilities which the consultants may require for the same. All expenses towards these tests and the cost of materials required for these tests shall be borne by the contractor.

## **12. INSPECTION AND APPROVAL**

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the consultants when each stage is reached. In default of such notice, the consultant shall be entitled to appraise the quality and extent thereof. No work shall be covered up or put out of view without the approval of the consultant and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or out of view and for examination of foundation before permanent work is placed thereon. The contractor shall give due notice to the consultants whenever any such work or foundation is ready for examination and the consultants shall without unreasonable delay, unless he considers it necessary and informs the contractor, in writing accordingly, attend for the purpose of examining such foundations.

## **13. RECTIFICATION LIABILITY**

**LIABILITY FOR DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF** If it shall appear to the consultant/the client at any time during construction or reconstruction or during the defects liability period, that any work has been executed with unsound imperfect or unskillful workmanship or that any material or article provided by the contractor for execution of the work is unsound or of a quality inferior to that contracted for, or otherwise, not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper material or workmanship, the contractor shall upon receipt of notice from the consultant shall forthwith rectify or remove or reconstruct the said work or material so specified and

provide for proper material/work at his own expense within the specified period of time to the fullest satisfaction of the consultants.

In case the contractor fails to do so, the consultant /the client is free to rectify the same at the risk and cost of the contractor. All splashes of white wash, paint etc. shall be removed by the contractor without waiting for the consultant to inform him about the same. The consultant reserve to decide the cost and rate at which this shall be charged to the contractor and recovered from the contractors bill/SD/ or demand the contractor to reimburse the same.

#### **14.DEFECTS LIABILITY PERIOD**

The contractor shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the consultants any defects which may develop or be noticed before the expiry date of last payment which is one year after the approval /certification of final bill or one year after date of completion whichever is earlier of the period and intimation of which has been sent to the contractor within 7 days of expiry of the said period by letter sent by hand delivery or by registered post.

#### **15. PAYMENT TERMS**

The Contractor will submit interim running account bills every month or as and when he completes Rupees Ten Lakhs worth of work. All bills will be submitted in the format as would be given by the consultant. Three copies would be submitted by the contractor to the consultant. The consultant will then verify and certify the bill for its accuracy and validity.

Two copies would then be forwarded by the consultant to the Bank duly certified for payment. One copy would be returned to the contractor for his records. The Bank's office reserves the right to consult the consultant for details and clarifications as may be required. After this certification the Bank's office will release the contractor's payment.

This procedure being long, the contractor should take note of the possibility of delay in release of payment. However in no case bill payment will be delayed beyond 15 days of certification by the consultant. In the event of possibility of such a delay, the contractor will be paid 70% (Seventy percent) of the certified amount at the end of 15 days.

The balance will be paid after due clarifications. The consultant shall not under any circumstances relax these terms of payment and will not consider any alternative



payment terms. Tenderer's should therefore, in their own interest note this provision to avoid rejection of their tenders.

## **16. RECORDS AND MEASUREMENTS**

The consultant shall accept as otherwise stated and determined by measurement the value of work in accordance with the contract. All items having financial value shall be recorded after proper measurement in a format so prescribed by the consultants. Measurement shall be taken jointly by the consultant, authorised representative of the contractor and the clients representative . Before taking the measurement the consultant will verify and ascertain the completion of the same. In case of defects or improper workmanship the same will not be measured. The contractor shall without any extra charge provide all assistance with every appliance and other necessary thing for measurement. Measurements shall be recorded and signed by all the parties on the site after completion of measurement. Measurements wherever specifically specified shall be in accordance with the procedure set forth in the schedule of Rates/ Specifications notwithstanding any provision in the relevant standard method of measurement. In case of items not specified in the schedule measurements shall be in accordance with the relevant standard/methods issued by the I.S.I.

All the extra item rates to have analyzed & approved before bill is prepared. If rates are not approved earlier, rate analysis must be sent alongwith bill. Every bill must have relevant detailed measurement sheets with page number duly signed jointly at site itself. However, in absence of client at that particular pre-appointed date of joint measurements, consultant will judiciously take care on his behalf.

## **17. MINIMUM BILLING**

Schedule of minimum of Rs.10,00,000/- worth of work shall be done every month from the date of award. In no case shall the consultant give permission for time extension, unless for reason or specified elsewhere.

## **18. CLAIMS, DISPUTE, DELAYED PAYMENTS**

Under normal circumstances the client shall make full payment to the contractor for all certified bills within 15 days of certification. In case there are disputes or clarifications that are required by the client pertaining to the certification made will be sought by the client within 7 days of submission of the certificate. Under all circumstance of 70% of the certified bill will be paid by the client within 15 days of certification by the consultant.

## **19. COMPLETION CERTIFICATE**

As soon as the work is completed, the contractor shall give notice of such completion to the consultants and within 30 (Thirty) days of receipt of such notice the consultants shall inspect the works and shall furnish the contractor with a certificate of completion indicating (a) the date of completion (b) the defects to be rectified by the contractor (c) and/or the items for which payments shall be made at reduced rates. When separate period of completion have been specified for the items or group of items, the consultants shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor the work be considered to be complete till the contractor shall have removed from the premises on which the work has been executed, all scaffolding, sheds, and surplus materials, except such as rectification of defects, rubbish and all huts and sanitary arrangements required for his workers on the site in connection with the execution of work, shall have been erected by the contractor of the workmen and cleaned all dirt from all parts of Building(s) in, upon or on which the work has been executed of which he may have had possession for the purpose of execution thereof and cleaned floors, gutters, and drains, eased doors and sashes, oiled locks and fastening, labeled the keys clearly and handed them over to the consultants and made the whole premises fit for immediate occupation or use to the satisfaction of the consultants. If the contractor shall fail to comply with any of the requirement of this condition as aforesaid, on or before the date of completion of the works, the consultants may at the expenses of the contractor fulfill such requirements and dispose off all surplus material and rubbish etc. as he thinks fit and the contractor shall have no claims in respect to any such materials. If the expense of fulfilling such requirement is more than the amount realised out of sale/ disposal as aforesaid, the, contractor shall immediately on demand pay such excess.

## **20. PAYMENT OF FINAL BILL**

The final bill will be submitted within two weeks of physical completion of the work. No further claims or bills shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived. Payments of those items of the bill in respect of which there is no dispute, for quantities and rates as approved by the contract and subsequently by the Bank and the consultants shall be made within 15 days of time by the client after proper verification and certification by the consultant. In case payment is not made by the client within 90 days interest shall be payable to the contractor at a max. rate of 1% per month of unpaid amount. The contractor shall submit with the final bill a list of payment received by him from the commencement of contract for verification and confirmation by the treasurer/financial authority of the client.

All payments withheld due to dispute shall be settled by concerned parties providing proper verification and justification for their claims. The said dispute shall be settled absolutely within 90 days of the final bill by both parties or with the help of the consultants. In no case shall the payment be withheld beyond 90 days of the final bill. In case payment is not made by the client within 90 days interest shall be payable at a max. rate of 1% of unpaid amount.

## **21. EXTRA ITEMS AND PENALTY FOR OPERATING NON-APPROVED ITEMS OF WORKS**

Contractor shall not execute any extra item of work without the approval of the client / consultant. Rates for extra items shall be arrived as under in order of preference-

1. Based on similar item quoted by the contractor on prorated basis
2. Based on CPWD DSR-2018 with 15% (percentage above) as per prevailing contracts.
3. Based on rate analysis as per CPWD procedure considering actual cost of material, taxes, labour and contractor's profit and overheads
4. The penalty shall be imposed on contractor for operating non-scheduled items of work. This penalty shall be min 50% of the value of the work done or the cost of undoing the same whichever is higher. Consultant's decision shall be final and binding. It is essential that the contractor seeks a written permission from the consultant before operating any non-scheduled item of work.

## **22. CANCELLATION FULL/PART**

If the contractor commits default in complying with any of the terms and conditions of contract and does not remedy it within seven (7) days after a notice in writing is given to him by the consultants, on behalf of the client, the Consultant can issue a show cause notice to the contractor specifying the time limit within which contractor has to rectify the default failing which the client can terminate the contract full or part as deemed essential on recommendation of the Consultant.

## **23. DISPUTES / DIFFERENCES**

All disputes or differences whatsoever which shall at any time i.e. during the execution of the contract or maintenance thereof till total completion of the contract, between the parties hereto concerning the works shall be effected by consultants and their decisions shall be binding upon both the parties.

**24. INCOME TAX**

The Bank shall deduct Income tax at source, so decided by the Govt. at the time of making the payment and issue the corresponding certificates to the contractor for the payments made to him from time to time.

**25. NOTICES TO LOCAL BODIES**

The contractor shall comply with and obtain all clearances/ permissions from all concerned authorities/ departments to ensure smooth functioning of the work under contract and indemnify the clients and the consultants of any claim that may arise thereof.

**26. GOVT. TAX**

All charges on account of octroi terminal or sales tax, Service tax, VAT and other duties on material obtained for the work or for labour involved in the execution of works contract shall be borne by the contractor.

**27. SAFETY PROVISIONS**

The contractor shall take enough safety precautions for material handling, scaffolding and ladder works, mechanical devices, electrical devices, cranes, machinery, Bank properties such as common toilets, Trees & plants, labour for all heights and depths of works as per standards practices and applicable rules and regulations. Special care is to be ensured for handling and working with construction admixtures. The contractor shall ensure that all the suggested provisions for safety are followed into to as required by the manufacturer. The contractor shall indemnify the client of all liabilities arising out of such non-compliance and defects, accident liability during working. It is hereby understood and agreed that all liability arising out of any accident at site will be the responsibility of the contractor. In no case shall the contractor endanger the clients by unsafe working methods.

**28. INSURANCE**

The contractor will obtain contractor all risk policy (CAR Policy) for all workmen from commencement to completion. He will take full responsibility thereof. The said insurance shall be in the names of the contractors and the contractors shall deposit such

insurance policies fully paid up with the Bank and pay due premium from time to time and furnish the said receipt to the clients / consultants.

### **29. WATER & POWER SUPPLY**

Water for all works will be the responsibility of the Contractor. The responsibility of storage and distribution will be the sole responsibility of the contractor. In case the contractor wishes to take special connection from Municipal Authorities, he shall do so at his cost and risk without any liability to the Bank. All taxes/charges so required to be paid to the authorities will be borne by the contractor. If water/Electricity supply is given by Bank to the contractor for operating any equipment and machines. It will be on chargeable basis. Only single-phase power supply will be given to the contractor for lighting purpose only after due permission has been taken for work after sunset. The electric charges shall be borne by the contractor only.

### **30. SPECIFICATION OF WORK**

The work under this tender is to be carried out as per the Technical Specifications included in the tender. Where these specifications are insufficient, relevant clarifications shall be sought from the consultant else the relevant Indian Standard Specifications shall apply.

### **31. CLEARING OF SITE ON COMPLETION**

Wherever any pavements, trees, shrubs, fencing poles or other such items and structures have been damaged, removed or disturbed during the course of the work, the same shall be replaced or repaired after completion of work and restored to a condition equal to before commencement of work, the contractors furnishing all labour and materials incidental thereto. On completion of the whole of the work the contractors shall clear the site of all rubbish, building materials, debris, excavated stuff and restore the work site to its original condition neat, tidy clean to the satisfaction of the consultant and hand over the same to the consultant. No extra payment shall be made to the contractors for these works and the rates for respective items in the 'Bill of Quantities and Rates' shall be deemed to have covered the same. While doing internal repairs, removal, moving, shifting of furniture, fixtures, electrical installations etc. do not come under the preview of this clause. The contractor shall however provide labour if so, required for the same as per rate quoted for labour supply in the bill of quantities. Separate account shall be maintained by the contractor when such labour is provided on request by the client and his signature taken for the unit of labour supplied.

### **32. LIABILITY PERIOD FOR WATER PROOFING WORKS**

Tenderers should note that the guarantee period for toilet, Terrace water proofing works with Chhajja and Balcony tops will be Ten (10) years and for total external plastering work will be five year from the dates of completion of the whole works.

The contractor will give 5 years guarantee for external painting work for fading of colour, paint peeling, fungus etc. in case of major painting work and 10 years guarantee for the water tightness on stamp paper of requisite amount as per format enclosed.

### **33. LOCATION FOR SITE OFFICE WATER TANK STORAGE GODOWNS, ETC.**

The contractor will be provided free open space for constructing temporary site office, storage etc. Due care will be taken by the contractor to ensure that no breeding of insects, pest and mosquitoes taken place in the building and no damage is done to the office premises.

### **34. EARNEST MONEY DEPOSIT:**

Tenderers shall deposit with the Bank by Demand Draft in favour of Small Industries Development Bank of India a sum of Rs.70,000/- by way of Earnest Money Deposit along with the tender. This amount will not carry any interest. In case during the validity period of tender, if the contractor fails to commence the work or did not fulfill the various contract conditions, this amount will be forfeited by the Bank. As soon as a party is selected for award, EMD of all unsuccessful parties shall be refunded.

### **35. TIME LIMIT FOR COMPLETION OF JOB:**

TIME LIMIT for the contract under quote is **04 months**. All items of work will be taken up periodically as per instruction from the consultants. As the proposed work is to be carried out in the bank's training, contractor will have to take up the work without causing inconvenience to the training centre function.

### **36. TESTINGS ON COMPLETION OF WORK:**

All the Non-Destructive Testing such as 1. Ultra-Pulse velocity Test 2. Rebound Hammer Test of the repaired RCC column section would be carried out by the contractor and cost of the testing should be borne by the Contractor.

### **37. LIST OF TOOLS, PLANTS AND EQUIPMENTS TO BE PROVIDED AT SITE:**

Steel/ wood measuring boxes – 4 Nos. (size 35 Lts. Capacity i.e. 350\*333\*300mm).  
Sand screening meshes (for plaster 4.75mm B/W 6mm).  
Water-pump : Capacity should be wide that it can pump water to highest level in building.  
Mortar mixing Tray. Silt Jar for routine checking of sand quality. Measuring tape.  
Miscellaneous equipment's and assistance whatsoever while work on progress. Power point extension arrangement from one source to the place of convenience of working area. Site office maintenance for consultant and client. Stirrer, Mixer, Vibrator (as per applicability) etc.  
Sign Board to display consultants name and contact number as per specification.

### **38. BANK AUTHORITY:**

Bank has full authority to add or delete any items of work as mentioned in the bill of quantity. However Bank propose to carry out repairs, plumbing and other civil works before or during monsoon.

### **39. TOTAL SECURITY DEPOSIT**

In the case of successful tenderer, the Earnest Money Deposit shall be held by the Bank for due fulfillment of the contract. Also 10% of the total value of work done will be withheld from their Running A/c. bills by the Bank as Retention Money. The total Retention Money shall be 10% of contract value inclusive of EMD/ISD. 50% of Retention Money amount shall be released to the contractor on virtual completion of the work. The remaining amount shall be released after satisfactory completion of 12 months defects liability period. The balance RMD (about 5% of contract value) can be released against Bank Guarantee submitted by the contractor in the approved format.

### **40. Initial Security Deposit**

The amount of Initial Security Deposit shall be 2% of the accepted value of the tender including the Earnest Money Deposit. The Initial Security Deposit is to be paid by the contractor to the Bank within 14 (fourteen) days of intimation to him of the acceptance of his tender. Bank Guarantee of like amount from any scheduled Bank shall be accepted in lieu of Cash Deposit.



#### **41. RETENTION MONEY**

The retention percentage (i.e. deduction from interim bill) shall be 10% of the gross value of each interim bill.

The maximum amount of retention money shall be the balance amount of the Total Security Deposit.

50% of the retention amount shall be refunded to the contractor on completion, subject to the following:

- i) issue of Virtual Completion Certificate by the Architect/Premises Department of the Client.
- ii) Contractor's removal of his materials, equipment, labor force, temporary sheds/stores etc. from the site. (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank).

The remaining 50% of the amount may be refunded 14 (fourteen) days after the end of defects liability period, provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the Contract, including site clearance.

If the contractor being a company goes into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfil the contract, and if so required by the employer to give reasonable security therefor, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract, or any payments due or which may become due to the contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contract or as hereinafter mentioned, or shall abandon the contract.



Then and in any of the said cases, the Bank may, notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor ) further the employer or his agent , or servants, may enter upon and take possession of work and all plants, tool, scaffolding, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same by means of his own servants and workmen in carrying on and completing the works, and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works till the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus material and plant and should the contractor fail to do so within a period of fourteen days after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized . Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted towards the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractor or against the Security Deposit.

#### **42. Arbitration :**

All dispute all difference of any kind whatsoever which shall any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the work or the execution of maintenance thereof of this contract or construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation there to, wether during or after determination foreclosure or breach of the contract (other than in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the employer will send within thirty days of receipt of the notice, to the contractor a panel of three names or persons who shall be presently unconnected with the organisation for with the execution of the work.

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

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the persons name and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint the Sole Arbitrator within 30 days of the receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date the issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid equally (half each) by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct as to by whom and in what manner, such costs or any part thereof shall be paid.

The award of the Arbitrator shall be final and binding on both the parties. Subject to aforesaid the provisions of the Arbitration Act 1992 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

The venue and seat of the arbitration shall be ..... and the language for conducting the arbitration shall be English.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

**43. Termination:**

In the event of non-performance of the successful Tenderer/Bidder as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in these tender documents and /or the Agreement for the successful Tenderer, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 30 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the Other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of the Agreement, the Tenderer would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, in "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Tenderer shall complete pending assignments and SIDBI shall agree to settle the dues in respect of assignments after completion thereof by the Tenderer, except if specifically instructed by SIDBI to act otherwise. In such case, the payment due to the Tenderer would be determined on the basis of the last completed milestone as per the program schedule.

SIDBI would also have the right to terminate such Tender Agreement with one month notice without assigning any reason. Accordingly, the proportionate payment as per the agreed terms would be released to the consultant.

The Bank reserves the right to cancel the contract of the selected Tenderer and recover expenditure incurred by the Bank in any of the following circumstances:

- a. The Tenderer becomes insolvent or goes into liquidation voluntarily or otherwise
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid

- c. The progress regarding execution of the contract, made by the selected Tenderer is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 10% of the total contract price.
- e. If the successful Tenderer fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Tenderer gets merged/ taken over by another Tenderer.

#### 44. Force Majeure:

- a. The Tenderer shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the Tenderer's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.
- b. If a Force Majeure situation arises, the Tenderer shall promptly notify the Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by the Bank in writing, the Tenderer shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. SIDBI may terminate the contract or suspend its performance. In such an event the Tenderer shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

#### 45. Confidentiality and Secrecy:

- (i) Information provided under these Tender document, Agreement and other documents (if the Tenderer is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.
- (ii) "Confidential Information" means all information that is or has been received by the "Receiving Party "from the "Disclosing Party "and that:
  - a. Relates to the Disclosing Party; and
  - b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
  - c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

- d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Tenderer.
  - e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
  - f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
  - g. Nothing contained in this clause shall limit the Tenderer from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Tenderer shall at no point use the Bank's confidential information or Intellectual property.
- (iii) The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and documents and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- (iv) The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- (v) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party and
- a. not disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the

- equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- b. unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- (vi) In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
- b. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers and agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers and agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- e. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party;
- i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
- ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
- iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
- iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
- v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this Clause have been fully complied with.
- vi. The rights in and to the data/ information residing at the Bank's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with the Bank.



- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
  - ii. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
  - iii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;
  - iv. Is furnished by others to the receiving party without restriction of disclosure;
  - v. Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
  - vi. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
  - vii. Was independently developed by the receiving party without the help of the Confidential Information.
  
- (vii) On termination of the RFP and subsequent Agreement and documents, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
  
- (viii) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.
  
- (ix) Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any

breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Tenderer and the Bank.

- (x) The Bank shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing Tenderer's reference, except when the information is required for submission to statutory / regulatory authorities.



## **46. COMPLETION CERTIFICATE**

### **(i) APPLICATION FOR COMPLETION CERTIFICATE**

The Consultant shall normally issue to the contractor the completion certificate within one month after receiving, an application thereof from the contractor and after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawing and contract documents.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

### **(ii) COMPLETION CERTIFICATE**

Within one month of the completion of the work in all respects, the contractor shall be furnished with a certificate by the Consultant of such completion but no certificate shall be given nor shall the work be deemed to have been completed until all scaffolding, surplus materials and rubbish is cleared if the site completely. The work will not be considered as complete and taken over by the employer, until all the temporary works, labor and staff colonies etc., constructed, are removed and the works site cleared to the satisfaction of the Consultant /Engineer-In-Charge.

If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Consultant may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean up the site and the contractor shall forthwith pay the employer for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except of any sum actually realized by the sale thereof.

### **iii) CERTIFICATE**

It is certified that various items of works claimed in the.....RA Bill by Contractor..... has been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully confirming to the standard and/or prescribed specifications and drawings. We further certify that we have checked the measurement to the extent of \_\_\_\_ per cent but not less than 25% of each item claimed in this bill. As net amount of Rs..... Rupees.....) is recommended to be paid to the contractor making the total upto date payment of Rs.....Rs.....).

**FORMAT FOR RUNNING BILL ON LETTER HEAD OF CONTRACTOR**

Running Bill No. ....

**Tender Amount** **Rs. ..../-**

Value of work done Rs. ..../-

Less rebate (-) Rs. ..../-  
-----

Net Value of work done Rs. ..../-

Extra variation items after  
settlement @100% Rs. ..../-

Extra variation items without  
Settlement @75% Rs. ..../-  
-----

Total Rs. ..../-  
-----

Total payable Rs. ..../-

Deductions

1. Retention money Rs. ..../-

2. Recovery of advance if any Rs. ..../-

3. Income-tax Rs. ..../-

4. Total bill paid till last bill Rs. ..../-  
-----

Total deductions Rs. ..../- Rs. ..../-  
-----

Net payable Rs. ..../-  
-----

Amount certified for payment Rs. ..../-

Note : This page shall be signed and stamped by the Site Engineer, Contractor and Project Architect/ Consultant

I	Name of the Contractor/Agency		
II	Name of the work		
III	Sr. No. of the Bill		
IV	Sr. No. of the Previous Bill		
V	Reference to Agreement No.		
VI	Date of written order to commence		
VII	Date of written order to commence		
VIII	Date of Measurements		
XI	Present status of work		

Sr. No.	Items Description	Unit	Rate	Qty. as per measurement	Tender Amount Rs.
1	2	3	4	5	6

Up to previous RA Bill		Up to date gross		Present bill		remark
Qty	Amt.	Qty	Amt.	Qty	Amt.	
7	8	9	10	11	12	13

Note :

1. If part payment / rate is allowed for any item, it should be indicated with reasons for allowing such a rate.
2. If adhoc payment is made, it should be mentioned specifically

**47. Government and local rules.**

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

**48. Damage to Persons and Property Insurance Etc.**

The contractor shall be responsible for all injury to the work or 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 him self or of 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 whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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 damage to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter.. The scope of insurance must be placed with a company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage.. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

#### **49. INSURANCE :**

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. For this purpose the contractor shall take CAP policy. Such insurance must be placed with a company approved by the Employer , in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer , the premium of such further sum being allowed to the contractor as an authorised extra.

The Contractor shall deposit the policy and receipt for premiums paid with the employer within 07 (seven) days from the date of issue of work order unless otherwise instructed . in default of the contractor insuring as provided above , the employer on his behalf may so insure and may deduct the premiums paid from 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 the work reinstated by the insurance company should they elect or do so, proceed with due diligence with the completion of the works in the some manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebiinding or reinstatement after fire shall be entitled to extension of time for completion as the employer may deem fit.

#### **50.SITE ENGINEER**

The site Engineer or any representative of the consultant , or the bank shall have power to give notice to the contractor or his representative , of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Architect is obtained. The work will be from time to time be examined by the Architect/ the bank's engineer or the Architect's representative, but such examination shall not in any way exonerate the contractor from the obligations to remedy any defects which may be found to exist at any stage of the works or after the same is complete. Subject to the limitations of this clause, the contractor shall take instructions only from the consultant/Bank.

#### **51. DUTIES OF SITE ENGINEER**

To make a thorough study of contract documents, Architectural/Structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.

- i. To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawing and specifications.

- ii. To approve the centerline layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
- iii. To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Competent Authority of the Bank for further action.
- iv. To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the architects.
- v. To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimension shown on drawings is attained in the construction.
- vi. To watch the validity of the building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.
- vii. To arrange periodical reconciliation of cement and steel account and insure that proper recoveries are affected from contractor's running account bills.
- viii. To maintain the undernoted records at the site of work in addition to normal routine requirements of an office:
  - a) Daily Progress Record.
  - b) Work site Order Book.
  - c) Instruction by Bank's Officers.
  - d) Cement Statement (Receipt/Consumption/Balance).
  - e) Steel Register/any other costly Material register.
  - f) Contract Pour Reports including Stump Test Record.
  - g) Concrete Cube Test Register.
  - h) Test Registers of other materials/fittings, fixtures, equipment's as stipulated tender.
  - i) Register of Drawings and Working Details.
  - j) Log Book of Defects.

- k) The Site Engineer should maintain in a Hindrance Register giving details commencement and removal of each hindrance.
  - l) Dismantled Materials Account Register.
  - m) Supply and consumption register of scarce/costly materials like bitumen, lead, laminates, special paints etc.
  - n) Record of cement used/received: Day to day record of cement used/received shall be entered in the register and signed by the Site Engineer of the Bank as well as contractors representative at site.
  - o) Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel and signed by the site engineer of Bank and the contractor daily.
- ix. To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall Ensure that the mix design for RCC work shall be carried out by the Architect/Structural Consultant, if applicable.
- x. To record measurements of completed work jointly with the Contractor and to process them in running account bills.
- xi. To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.
- xii. To submit to the Competent Authority the Progress Report fortnightly.
- xiii. To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that “time is the essence of contract”.
- xiv. To ensure that progress on every contract is in accordance with appropriate stage of its Time and Progress Chart.
- xv. To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approves the work to continue.
- xvi. To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached.
- xvii. To submit the final summary of costs for the project to the Competent Authority.

xviii. To submit the Competent Authority authentic information on and the under noted records pertaining to the completed work in order to enable the Competent Authority to finalise them in the due course:

- a) Record i.e. as completed drawings.
- b) Record of Standard Measurements for periodical services.
- c) Inventory of fittings and fixtures.

To hand over to the Competent Authority a “first draft” of a “A Note Comprehensive Information to the User” containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

## **52. AGREEMENT:**

The successful contractor shall sign contract agreement with the bank to be drawn up to suit local conditions and shall pay all stamp duty and legal expenses.

## **53. Contractor’s superintendence and supervision on the work –**

The contractor shall give all the necessary personal superintendence during the execution of the work and as long as the Bank/Consultant may consider necessary until the expiration of the defect liability period. The contractor shall also during the whole time when the work are in progress, employ an experienced civil engineer who shall be constantly in attendance at the work. While the men are at work any direction explanation instructions notice by the bank/consultant to such representative shall be held to be given to the contractor. For non compliance, an amount of Rs. 15,000/- per month shall be deducted from the contractor during which the work carried out without the supervision of such engineer. However deduction in payment shall not exempt the contractor from his responsibilities for executing quality work.

## **54. RIGHT OF TECHNICAL EXAMINATION:**

Bank shall have right to cause a technical examination of the work and the final bill of the work and the final bill of the contractor including all supporting voucher.

If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the bank to recover such sum.

The subject work can be scrutinized by CTE’s office a technical wing of CVC and other vigilance and audit authorities of the bank, decision of this, shall be binding on the contractor, any defects pointed out on such examination shall be rectified by the contractor.



**Section E**  
**TECHNICAL SPECIFICATIONS**

1. APPROVED BRANDS OF VARIOUS BUILDING MATERIALS:

A. Civil / Plumbing items

SR. NO.	MATERIALS	APPROVED BRANDS
1.	Cement OPC,PPC Grade 43 / 53	Gujrat Ambuja, L&T, A.C.C
2.	White Cement	ACC (Silvicrete), JK White, Birla.
3.	U-PVC Plumbing pipes.	Supreme or Prince ISI "A" grade.
4.	C.I. Pipe	Nikko ISI or Conforming to I.S.1230 for rain water pipes & Fittings & the I.S.1729 & ISP 3889 for soil & wastewater pipes.
5.	Cement based Paint	Snowcem, Nitco paints, Berger Paints, .Asian Paints
6.	Acrylic Paint/OBD	Asian Paints, ICI Paints, Berger Paints.
7.	Premium Acrylic paint	Nerolac, Asian paints, Berger Paints , ICI Paints
8.	Semi Acrylic Paint	Asian Paints, Berger Paints, ICI Paints
9.	Metal Redoxide Primer	Asian, Berger, Goodlac Nerolac, 'Johnson Nicholson'
10.	G.I. PIPES	TATA, Jindal, Zenith ,
11.	Sand	SILPOZE
12.	Vitrified Floor Tiles	Naveen, Diamontile, Johnson / Marbonite, RAK, or equivalent approved
13.	Ceramic floor and wall tiles	Kajaria Plus, Somany, Johnson, Nitco
14.	Glazing	Modifloat, St. Gobain, Asahi India

15.	Gypsum Board false Ceiling.	Saint-Gobain Gyproc India Ltd.
16.	Cabinet / Drawer Locks, Drawer slides, auto hinges, etc. Key board trays etc.	Godrej or approved Efficient Gadgets. Ebco. INNOFIT Systems.
17.	Door locks, handles etc.	Dorset, Acme, Godrej.
18.	Ply Board , Flush doors (ISI)	Sylvan, Aeon, Globe , Green ply, Kit Ply, Anchor, Century
19.	Laminates (ISI)	1MM. thick Formica or Century
20.	<b>BEADING</b>	MP, Burma Teak wood , Half round, Quarter round.
21.	<b>ALUMINIUM SECTIONS</b>	Hindalco, JINDAL
22.	<b>HARDWARE CACTHERS</b> –	Magnetic
23.	<b>HARDWARE CHANNELS</b> –	Flyrail, EBCO, Earl Bihari
24.	<b>ADHESIVE FOR FIXING LAMINATE</b>	Fevicol SH, Araldite of Ciba Geigy
25.	<b>SCREWS</b>	IW. nettle fold, Oxidised
26.	<b>HANDLES</b>	Dorma, Hafele.

- **TILE FIXING ADHESIVE** : Sika, Pidilite, Bal, Roff, Fosroc
- **MARINE PLYWOOD** : Century, Formica
- **BWR GRADE PHENOL**
  - **BONDED PLYWOOD** : Formica, Century,
- **PARTICLE BOARD** : Nova, Teak Super By Indian Plywood Mfg. Co.
- **BLOCK BOARD** : Century, formica
- **FLUSH DOORS** : Century, formica, Uro, Duro
- **FIBER BOARD (MDF, LDF)** : Century, Novapan, Anchor.

B. Electrical items-

1. 440 V/1.10 K.V. grade PVC insulated & unsheathed / copper wire, PVC FINOLEX / ANCHOR / HAVELS

- insulated and flexible cords FR & HR  
PVC, with ISI mark
2. Steel conduit pipes and Accessories  
Black enameled
- 1st class as per IS.9537  
Part-II, 1981 (Pipe samples to be approved)  
1st class G.I. Pipe.
- Galvanized  
-do-
3. PVC / Polythene pipes
- 1st class pipe (ISI Mark)  
(Heavy Type)
4. G.I. Pipe
- do-
5. 30A/60A DP moulded Isolating switch
- ANCHOR / G.E.C. /L & T/ Havels
6. Miniature Circuit Breaker / M.C.B.  
Type Isolator with factory made D.B.  
Board
- MDS / L&T / SIEMENS / LEGRAND/Havels
7. 15 Amp. / 5 Amp. piano key type  
switch & Flushed type plug socket
- ANCHOR / CONA
8. Ceiling Rose / Angle Holders
- ANCHOR / CONA
9. 15 Amp. / 5 Amp. / plate type (modular)
- ANCHOR ROMA, HAVELS MK,  
CRABTREE
- switches and sockets over  
PVC / G.I. metallic boxes
10. Exhaust Fan
- G.E.C. / CROMPTON / KHAITAN/  
USHA / ANCHOR / ALMONARD
11. Compact Florescent Light
- Phillips / Crompton Greeves
12. CEILING fans
- Crompton, Bajaj, Orient, Usha, Havels

The above mentioned chemicals shall be used **as per manufactures specifications and Approval of consulting Engineer.**

NOTE : Unless otherwise mentioned specifically, any one of approved makes or brands shall be allowed to use. Other makes or brands of the Building materials bearing I.S.I. monogram on the material itself will also be allowed to be used AFTER TAKING APPROVAL FROM CONSULTANT.

## **SUPPORT SYSTEM :**

### **GENERAL:**

Repair and Rehabilitation works does not mean plaster paint and forget. Contractors are advised to treat this part of tender/Contract with an understanding that it is more serious than for new works. It may be noted that the work when carried out by the contractor is done with full knowledge of the material used, its high points and its shortcomings. Every additive used should be properly dealt with and prior approval about the methodology of repair and mixing proportions be ascertained by the contractor from the consultants.

Preparation for any work forms an important part of repairs and rehabilitation work and due importance be given to all surface preparation. Approval and consultants go ahead is required whenever such surface preparations are mandatory before actual repairs can start. Improper preparation can lead to future failures.

All repairs to structural members must be preceded with a proper support system. This structural support system must be worked out for each structural member. Structural significance and safety of the whole building is of paramount importance. Necessary suitable propping is required to be provided shall have proper bottom and top bearing planks of proper material and area with adequate thickness (minimum 25mm). The props shall be tight and vertical and should not move or vibrate when tapped.

A guideline to check if the number of props provided is sufficient being for wood. One wooded prop of 100 mm dia. shall carry 3 T of load.

Unless detailed calculations are done, the following approximate shall apply.

Every column carries approximately the following load:

$$W_c = W_{con} + W_{st}.$$

Where  $W_{con} = Y$  where Y is the breadth in cms if width is 23cms

And  $W_{st}$  is as follows:

Dia in mm	load per bar
12	2 T
16	4 T
20	6 T
25	9 T

So Wst = load per bar x No. of bars

It is mandatory to support every column being jacketed.

## **2. REMOVAL OF CONCRETE/ PLASTER COVER :**

2.1. The range of removal of plaster/ concrete cover shall extend to the limit of crack /hollowness /corrosion of rebar. The governing dimensions of removal shall be based on the minimum dimensions and/or shall extend beyond the zone of rusting to a minimum dimensions.

2.2. Concrete surfaces to which treatment are to be applied shall be freshly exposed parent concrete free of loose and unsound materials. Prepare surfaces by mechanical abrasion unless prohibited by environmental limitations in which case acid etching may be used.

2.3. A good base or foundation shall be prepared for successful application of any treatment.

2.4. All unsound /weak concrete/ mortar material shall be first removed by the contractor up to the required depth. Chipping shall continue until there are no offsets in the cavity, which will cause an abrupt change in the thickness of repaired surface. No square shoulders shall be left at the perimeter of the cavity, all edges shall be tapered. The final cut surface shall be critically examined to make sure that it is sound and properly shaped.

2.5. All treated area shall always measured after chipping is complete. It shall be measured as the nearest geometrical shape. Thickness measurements for structural repair shall be taken as average thickness measurement backward from theoretical calculations based on chemical consumption's. Such cases of average thickness exceeding 25 mm shall be paid on prorated basis of quoted rate.

## **TS 3: CLEANING OF SURFACE :**

3.0. Cleaning of concrete surfaces.

3.1. Concrete surface to which treatment are to be applied shall be freshly exposed parent concrete free of loose and unsound materials. Prepare surfaces by mechanical abrasion unless prohibited by environmental limitations in which case acid etching may be used.

3.2. Mechanical abrasion:- Use sandblasting or scarifying or wire brushing or other approved means. The purpose of this is to achieve a surface that is clean and dust free. Distressed loose concrete is to be removed.

3.3. Acid etching:- Etch surface with a commercial grade of hydrochloric acid diluted at a ratio of 10:90 to 20:80. After this application, scrub surface with a stiff bristled broom, brush, or similar implement. Immediately after foaming action of acid has subsided, flush surface with water jets until all residue is removed. Repeat procedure until Latinate is completely removed. Wash such areas with water at least three times and allow to air dry prior to further treatment.

#### **TS 4: WATER CLEANING :**

4.1. All surfaces so prepared as per TS 2 and TS 3, have to be cleaned of all the effects of the above procedure.

4.2. A fresh water jet is recommended for the cleaning process. This is aimed to remove all dust, oil, rust particles and any such deleterious material that is not conducive to sound construction practices. The jet pressure can also be achieved by a stream of fast flowing water from a pipe.

4.3. Inspection of concrete surfaces prior to mortar application.

4.4. Inspect all concrete surfaces prior to application of mortar to ensure that section is free from loose particles and deleterious materials, cracks and effects of corrosion or carbonation.

4.5 Surfaces shall be free of any deleterious materials such as Latinate, curing compounds, dust, dirt, and oil. Materials resulting from surface preparation specified in Article 3.1 shall be removed.

4.6 All concrete surfaces shall be dry as defined in Article 4.2.3.2 below unless a water-insensitive coating is used.

4.7. Evaluate moisture content for concrete by determining if moisture will collect at boundary lines between old concrete and new coating before the new coat has cured. This may be accomplished by taping a 4 x 4 ft polyethylene sheet to concrete surface. If moisture collects

on underside of polyethylene sheet before polymer would cure, then allow concrete to dry sufficiently to prevent the possibility of moisture between old concrete and new layer.

#### **TS 5: CHIPPING OF CONCRETE COVER :**

5.1. The range of removal of concrete cover shall extend to the limit of crack /hollowness /corrosion of rebar. The governing dimensions of removal shall be based on the minimum dimensions given in the drawing and/or shall extend beyond the zone of rusting to a minimum dimension as specified in the drawing.

5.2. Concrete surfaces to which treatment are to be applied shall be freshly exposed parent concrete free of loose and unsound materials. Prepare surfaces by mechanical abrasion unless prohibited by environmental limitations in which case acid etching may be used.

5.3. A good base or foundation shall be prepared for successful application of any treatment.

5.4. All unsound /weak concrete/ mortar material shall be first removed by the contractor up to the required depth as directed by engineer. Chipping shall continue until there are no offsets in the cavity which will cause an abrupt change in the thickness of repaired surface. No square shoulders shall be left at the perimeter of the cavity, all edges shall be tapered. The final cut surface shall be critically examined to make sure that it is sound and properly shaped.

5.5 All areas so chipped shall be subjected to water cleaning and drying. No deleterious material shall be left on the chipped surfaces. It is essential that the loose and cracked concrete shall be properly removed. It is essential that concrete around the rebar, which shows corrosion shall be removed properly, and sufficiently to ensure proper cleaning of rust from the rebar.

5.6 In case the distressed concrete extends into the core of the section it is essential to seek the consultants approval prior to removal of this concrete. It is essential also to design proper support system and prop the area prior to removal of concrete beyond 5 mm inside the core area.

#### **6. BRICK BAT WATER PROOFING:**

6.1 Removal of existing water proofing layer.

All existing waterproofing layer will be removed by the contractor, wing wise using chisel and hammer. The hammer will not be used directly on the slab, chisel is to be used only in slanting manner to ensure that the chisel does not enter the slab section. Any damage to the slab will be made good using proper shuttering, steel and concrete mix 1:1.5:3. It shall be allowed to cure for 7 days before further work is undertaken.

## 6.2. PRE TREATMENT.

After the slab top face is exposed the same shall be first broom cleaned and then water cleaned. Immediately on cleaning with water a thin slurry of cement is prepared and broomed over the entire surface and allowed to entire all cruices, cracks etc. which are grooved prior to slurry application . After the slurry coat is completed, and dried for 24 Hrs. The surface is inundated with water for 4 days to check for water tightness. In case any seepage marks appear on the 4<sup>th</sup> day grooving is repeated before proceeding ahead. Due care is to be taken that all crevices, cracks and unevenness is properly treated.

## 6.3. Water proof treatment.

The grouted surface is cleaned of all excess inundated water and air dried 1 day, cement mortar ( 1: 3 ) with waterproofing chemical added in the ratio of 1 kg for 50kg of cement is prepared and laid evenly over the surface . Thickness of very evenly backed bricks are then hand packed in this wet mortar to create desired slope. The slope that is maintained is 1mm in 120mm ( 1" in 10' ) . The slope should drain water into the rain water pipe. The top finished level should be at least 1mm below the bottom invert of the rain water pipe. Water is inundated on this brick laid surface for 7 days to check for water tightness and to eliminate weak brick pieces. All weak brick pieces are to be replaced by fully caked pieces. All joints of brick work are then filled with thin coat cement slurry and leveled with cement mortar (1: 3) duly mixed with water proof compound. The cement mortar is to broom finished and inundated with water for 21 days. In case of cement slurry smooth finish with marking as top finished inundation shall be done after top finish coat. China mosaic coat is applied in required design after monsoon and cleaned, finished cured complete.

## 7. TOILET/ WC WATER PROOFING:

### 7.1 Removal of existing water proofing layer.

All existing waterproofing layer will be removed by the contractor, using chisel and hammer. The hammer will not be used directly on the slab, chisel is to be used only in slanting manner to ensure that the chisel does not enter the slab section. Any damage to the slab will be made good using proper shuttering, steel and concrete mix 1:1.5:3. It shall be allowed to cure for 7 days before further work is undertaken.

### 7.2 Pre Treatment.



After the slab top face is exposed the same shall be first broom cleaned and then water cleaned. Immediately on cleaning with water slurry coat of cement shall be applied. Due care is to be taken that all crevices, cracks and unevenness is properly treated.

### 7.3 Water proof treatment.

Brickbats of varying sizes will be laid in 25 to 30mm thick cement mortar laid 1:3 in all positions with an average thickness of 100mm in proper slope not less than 20mm in 200mm feet. This layer has to be cured for 4 days. After curing layer of 40mm of Indian patent stone 1:3 is to be laid complete with curing. Waterproofing compound based on polymer of standard make to be added in both layer and chips to be laid later on. The restoration of all finishing items shall be done by the contractor.

## 8. CERAMIC GLAZED TILES :

Ceramic glazed tiles shall be of best (first) quality Indian manufacture or otherwise if so specified, and quality, size, colour shall be approved by the consultants. They shall be of uniform colour and glazed. They shall not be less than 6mm thick and shall be free from warped surfaced, cracks and shall be with true edges, straight and even. They shall be laid to required slope on floors and truly vertical for walls, on a bedding mortar(1:6) of 25mm thick cement mortar and set in cement floating with close joints and well tapped to level. For walls the backing shall be of cement mortar. The joints of tiles shall have colour cement pointing, to match with the colour of tiles. The surface between the w.c. pan and the top of the tiles shall be finished in white cement along the curve of the pan, and no extra will be paid for this. After the setting operation is completed, the contractor shall remove carefully all cement etc. form the surface. The rate for the work shall be inclusive of all preparatory works . Supplying, setting and handing over neat and clean the area to be tiled.

## 9. CI PIPES

9.1. Material :- All C.I. pipes and fittings shall be centrifugally casted as per IS specifications with spigot and socket ends. All pies and fittings are having manufacturer's name and label. The dimensions are accurately as per standard specifications. The same specifications shall be adopted for both removing & refixing & and also for removing & providing required pipe lines.

### 9.2. Removing :-

Removal of CI pipes and fitting are to be very carefully by chiseling .Necessary openings shall provided on wall which will sealed with cement mortar at free of cost after the refitting were done.

The users are to be informed as early as possible and probable time taken for completion will be informed to them by the concerned contractor.

### 9.3. Refitting :-

After the completion of the sand face plaster as per IS or as directed by the engineer refitting to be done. All pipes were clipped 50mm away from wall by providing appropriate spacer block and with nails which shall be drill driven. The joints shall be sealed properly with out leakage's. Necessary fittings are to be fitted and alignment should be maintained in case new pipes are to be fitting, appropriate IS brand approved shall be used.

**Detection of cracks in pipes:-** All pipes and fittings shall be inspected carefully before being laid. Broken or defective pipes shall not be used and removed from the site of work pipes shall be rung with a light hammer preferably while suspended to detect cracks. If doubt persists, confirmation may be obtained by pouring a little paraffin on the inside of the pipe at the suspected spot, if a crack is present, the paraffin seeps through and shows on the outer surface.

**Preparing pipes:** - The pipes shall be carefully cleared of all foreign matter before being laid. They shall be thoroughly brushed out internally with a well fitting hard brush, and after laying, the open end shall be temporarily plugged to prevent ingress of water, soil, etc. precautions shall be taken to prevent damage to pipes.

**Sealing of Joint:** - Jointing of CI pipes and fixtures shall be done by cement paste and finished by sodium silicate solution. The joints shall be carefully sealed and tested for leakage.

**Painting:** All plumbing lines shall be provided with appropriate paint in 2 coat properly finished complete

## 10. PVC PIPES :

PVC pipes shall conform to IS specification for high-density polyethylene pipes for drainage work. The pipes shall have smooth internal and external surfaces. Slight shallow longitudinal grooves or irregularities in the wall thickness shall be permissible provided that the wall thickness remains within the permissible limits. PVC pipes shall be pressure ratings (working pressure) as indicated. The pipes shall carry colour bands to indicate the class of pipes.

Class of pipes	Working pressure MPa	Colour
Class 1	0.2	Orange
Class 2	0.25	Red
Class 3	0.4	Blue

Class 4	0.6	Green
Class 5	1	Yellow

PVC pipes: - PVC pipes shall confirm to IS 4985 - 1981, Specification for PVC pipes for potable water supply. The pipes shall be reasonably round. Internal and external surfaces of the pipes shall be smooth and clean, PVC pipes shall be pressure ratings ( working pressure ) as 2 - 5 , 4.5 and 10Kg / sq cm. as indicated .

Jointing of PVC pipes

Solvent welded joints:- This technique is used with both

All relevant specifications as outings under IS 60 for removal, refixing cleaning, painting etc.

## 11. CHAMBER/ SOAK PIT REPAIRS:

11.1 Manholes: Manholes shall be built at every change of alignment, gradient or diameter of a drain, or where directed. Bends and junctions in the drains, shall be grouped together in manholes. The maximum distance between manholes shall be 45 m for pipes up to 300mm dia and 75m for pipes up to 500 mm dia, and 90 m for pipes up to 900mm.

Manholes of different types and sizes as indicated shall be constructed in the sewer line at such places and to such levels and dimensions as shown in the drawing or as directed by the Engineer - in- charge.

Where the diameter of the drain is increased, the crown of the pipe shall be fixed at the same level and necessary slope given in the invert of the manhole chamber. In exceptional cases, where unavoidable the crown of the branch sewer may be fixed at lower level but in such cases the peak flow level of the two sewers shall be kept the same.

The branch sewers shall deliver sewage in the manhole in the direction of main flow and the junction must be made with care so that flow in the main is not impeded.

No drain from house fittings e.g. gully trap or soil pipe, to manhole shall be normally exceed a length of 6m unless it is unavoidable.

Excavation. The manhole shall be excavated true to dimensions and levels shown on the planes or directed by the EIC.

11.2. Bed Concrete - The manhole shall be built on a bed of cement concrete 1:3:6 type C2, or 1:2:4 type B2 where indicated. The thickness of the bed concrete shall be 20cm for manholes

up to 4.25m depth and 30 cm for depths beyond 4.25 m unless otherwise indicated or directed by the EIC. In bad ground, Special foundations as suitable shall be provided.

11.3. Brick Work - The brick work shall be with sub-class B bricks in cement and sand mortar. The external joints of the brick masonry shall be finished flush, and the joints of the pipes and the masonry shall be made perfectly leak proof . For arched type and circular manholes brick masonry in the arches and arching over the pipes shall be in cement and sand mortar 1:3 . In the case of manholes of circular type the excess shaft shall be corbelled inwardly on three sides at the top to reduce its size to the cover frame to be fitted. Specification for the types of masonry shall be indicated.

11.4. Plaster and Pointing - The walls of the manholes shall be plastered inside with 15mm thick cement plaster 1:3 finished smooth. Where saturated soil is met with the external surface of the walls of the manholes shall also be plastered with 15mm thick cement plaster 1: 3 finished smooth . The plaster shall further be water proofed where indicated with addition of approved integral water proofing compound in a quantity as indicated.

11.5. Benching - The channels and benching shall be done in cement concrete 1:2:4, type B1 rendered smooth with extra cement. The depths of channels and benching shall be as under:

Size of Drain	Top channel at the center above bed concrete	Depth of benching of side walls above bed concrete
mm	Cm	Cm
100	15	20
150	20	30
200	25	35
250	30	40
300	35	45
350	40	50
400	45	55
450	50	60

11.6. Steps - All manholes deeper than 0.8 m shall be provided with steps . These shall be embedded 20cm deep with 20x20x10cm blocks of cement concrete 1:3:6 type C1. The block with foot rest placed, in its center shall be cast in situ along with the masonry.

11.7. Manhole Covers and Frame - The frame of manhole shall be firmly embedded to correct alignment and levels in R. C. C. slab or plain concrete as the case may be . Before completion of work manhole covers shall be sealed by means of thick grease.

## 12. G. I. PIPES:

### 12.1 G . I . Pipes and sockets.

#### Materials.

The pipes shall be galvanized mild steel welded pipes and seamless, screwed and socketed tubes conforming to the requirement of I. S. 1239 - 1964 for medium grade. They shall be of the diameter (nominal bore) specified in the description of the item. The respective nominal bores of the pipes for which they are intended shall design the sockets.

The pipes and sockets shall be cleanly finished, well galvanized in and out and free from cracks, surface flaws, laminations, and other defects. All screw threads shall be clean and well cut. The ends shall be cut cleanly, and square with the axis of the tube.

The details of pipes and sockets regarding nominal bore, thickness and in Kg /m are given in the Table below: -

#### TABLE :

(Particulars of medium grade G. I. Pipes)

Nominal bore	Dimensions of pipes Outside dia		Thickness	Dimensions of ordinary sockets App. outside dia	Weight of pipe	
	Max	Min			Min length	Plain end
Mm	mm	mm	mm	mm	mm	Kg/m
15	21.8	21.0	2.65	26.90	34	1.21
20	27.3	26.5	2.65	33.7	36	1.57
25	34.2	33.3	3.25	42.6	43	2.42
32	42.9	42.0	3.25	51.0	48	3.11
40	48.8	47.9	3.25	57.0	48	3.59
50	60.8	59.7	3.65	70.0	56	5.07
65	76.6	75.3	3.65	88.9	65	6.49
80	89.5	88.0	4.05	101.6	71	8.43

The following manufacturing tolerances shall be permitted on tubes and sockets in additions to those indicated in the table above.

( a) TUBES

(1) THICKNESS

(i) Medium Tubes Butt Welded	+ Note limited - 10 per cent
Medium Tubes Seamless	+ Note limited - 12.5 per cent

(2) WEIGHT

(i) For quantities of 150m and over of one size	+ / - 4 per cent
(ii) Single tube	+ 10 per cent -8 per cent

(b) SOCKETS

out side diameter	+ / - 2.5 per cent
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All screwed tubes and sockets shall have pipe threads conforming to the requirements of I .S . 554 \_ 1955 (or revised ) screwed tubes shall have taper threads while the sockets shall have parallel threads .

12.2 Pipe fittings :- The fittings shall be of malleable cast iron or mild steel tubes complying with all the appropriate requirements given as specified . The respective nominal bores of the pipes for which they are intended shall design the fittings.

The fittings shall have screw threads at the ends conforming to the requirements of I.S. 554 \_1955 (or revised) . Female threads on fitting shall be parallel and male threads ( except on running nipples and collars of unions ) shall be taper .

12.3 Cutting, laying and joining: - The pipes and fittings shall be inspected at site before use to ascertain that they conform to the specification given above. The defective pipes shall be rejected. Where the pipes have to be cut or rethreaded, the ends shall be carefully filed out so that no obstruction to bore is offered. The end of the pipes shall then threaded conforming to the requirements of I. S 554 - 1955 with pipes dies and taps carefully in such a manner as will not result in slackness of joints when two pieces are screwed together. The taps and dies shall be used only for straightening screw threads which have become bent or damaged and shall not be use for turning of the threads so as to make them slack, as the later procedure may not result in a water tight joint. The screw threads of pipes and fitting shall be protected from damage until they are fitted.

The pipes shall be cleaned and cleared of all foreign matter before being laid. In jointing the pipes, the inside of the socket and the screwed end of the pipes shall be oiled and rubbed over with

white lead and a few turns of spun yarn wrapped round the screwed end of the pipe. The end shall then be screwed in the socket, Tee etc. with the pipe wrench. Care should be taken that all pipes and fittings are properly jointed so as to make the joints completely water tight and pipes are kept at all times free from dust and dirt during fixing. Burr from the joint shall be removed after screwing. After laying, the open ends of the pipes shall be temporarily plugged to prevent access of water, soil or any other foreign matter.

Any threads exposed after jointing shall be painted or in the case of under ground piping thickly coated with approved anticorrosive paint to prevent corrosion.

12.4 Internal work: For internal work the galvanized iron pipes and fittings shall run on the surface of the walls or ceiling (not in chase) unless otherwise specified. The fixing shall be done by means of standard pattern holder bat clamps, keeping the pipes about 1.5cm clear of

the wall. When it is found necessary to conceal the pipes chasing may be adopted or pipes fixed in the ducts or recesses etc. provided there is sufficient space to work on the pipes with the usual tools. The pipes shall not ordinarily be buried in walls or solid floors. Where unavoidable pipes may be buried for short distances provided adequate protection is given against damage and where so required joints are not buried. Where directed by the Engineer-in-charge, a M. S. tube sleeve shall be fixed at a place a pipe is passing through a wall or floor for reception of the pipe and to allow freedom for expansion and con

### **13. PAINTING.**

#### **13.1. CEMENT PAINTING**

##### **13.1.1 White washing**

Fresh white lime slacked at site of work should be mixed with sufficient water to make a thin cream. The approximate quantity of water required in making the cream is 5 litres of water to 1 kg of lime. It shall then be screened through a coarse cloth and gum (glue) in the proportion of 100 grams of gum to 16 litres (three chattacks of gum to 6 gallons) of wash shall be added. The surface should be dry and thoroughly cleaned from dust and dirt. The wash shall be applied with 'moonj' or jute brush, vertically and horizontally alternately and the wash kept stirred in the container while using. Two or three coats shall be applied as specified and each coat shall be perfectly dry before the succeeding coat is applied over it. After finishing the surface shall be of uniform colour. The white wash should not splash on the floor and other surfaces. In old surface the surface should be cleaned and repaired with cement mortar where necessary and allowed to dry before white wash is applied. For final coat blue pigment powder should be mixed to the required quantity with the lime water to give a bright white surface.

### 13.1.2 Colour washing

Colour wash shall be prepared with fresh slaked white lime mixed with water to make thin cream adding the coloured pigment to the required quantity to give the required tint. Gum (glue) in the proportion of 100 gm of gum to 16 litres (three chatacks of gum to six gallons) of wash shall be added. The colour wash may be applied one or two coats as specified. The method of application should be same as for white washing (item 17). For new work the priming coat shall be of white wash.

### 13.1.3. TS 37.3. Distemping :

The distemper shall be of best quality and the colour should be as specified. The distemper should be mixed and prepared and water added, as laid down in the instructions of the manufacturer. First a paste is made by adding little hot water to the distemper powder and stirred thoroughly, and the paste is allowed to stand for a few minutes. The paste is then thinned with water to have a thin cream to the consistency of oil plant and stirred thoroughly all the time while applying. If the surface is rough, it should be smoothened with sand paper.

The surface must be perfectly dry before distemping is commenced. In new cement plaster the surface shall be washed over with a solution of zinc sulphate, one kg zinc sulphate in 10 litres of water and then allowed to dry. In old surface, the surface shall be repaired with plaster of paris where required and then whole surface sand papered and washed and allowed to dry.

The number of coats shall be two or as specified. The distemper shall be kept well stirred in containers and shall be applied with broad brushes first horizontally and immediately crossed vertically. Brushing should not be continued too long to avoid brush marks. The second coat shall be applied after the first coat is dried up. After each day's work the brushes shall be washed and kept dry. Distemping should be done during dry weather but not during too hot weather, not wet weather.

## **14: PLASTIC EMULSION PAINTING:**

Plastic emulsion is mixed by the manufacturer while manufacturing. For application of plastic emulsion it is mixed with the required quantity of primer and then applied on the surface. The methods of preparation and application are similar as described above.

### **SPECIFICATIONS FOR PAINTING WITH SYNTHETIC ENAMEL PAINT:**

1. The steel structures like grill, plates, angles, channels, etc... are to be painted with Synthetic enamel paint. The structures are fabricated by beams, channels, angles, flats & plates of different size and thickness.
2. Surface preparation of structures by cleaning the surface by wire brush, chisels, buffing wheel, mechanical tools & grinder is to be done compulsorily. At some locations, the cleaning shall be



carried out by water/air jetting. All necessary arrangement for water/air jetting including arrangement of pump, compressor, etc. shall be in the scope of contractors. All the loose rust, old paints etc. are to be cleaned up to the entire satisfaction and certification of Engineer-in-charge. Without certification of scrapping & cleaning work from Engineer-in-charge, painting will not be allowed. Joint records to be taken for initial thickness of existing surface with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.

3. One coat of Red oxide zinc chromate primer conforms to IS: 2074 to be applied uniformly on the surface of steel after perfectly cleaning the structures by the wire brush, chisels & grinders. All the loose rust, paints etc. are to be cleaned. The thickness of primer should be 25 microns. Joint records to be taken for verification of thickness of red oxide primer with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.

4. Before applying successive coat, proper cleaning of the entire surface shall be carried out to remove any dirt, dust, etc.

5. One coat of Luxol high glossy Synthetic enamel paint in similar shade is to be applied uniformly. The thickness of first coat should be minimum 25 microns. Joint records to be taken for verification of thickness of first coat of synthetic enamel paint with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.

6. After drying of the synthetic enamel & surface cleaning, the next successive coat of Luxol high glossy Synthetic enamel paint in similar shade shall be applied uniformly. The thickness of the second coat should be minimum 25 microns. Joint records to be taken for verification of thickness of second coat of synthetic enamel paint with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.

#### SPECIFICATION FOR ACTYLIC EMULSION PAINT

Surface preparation, prime and putty application shall be as per specification of oil bound distemper. Two coats of Acrylic emulsion paints shall be applied as per manufacturer's specification.

#### SPECIFICATION FOR APEX WEATHER EXTERIOR PAINT

Surface preparation:

Surface is thoroughly clean, dry and free from all loose dirt, chalk, grease, funfi, algae and flaking paint. This can be achieved by brushing with a wire / stiff coir brush, followed by water jetting if required. Fill up all minor cracks and defects with white cement and sand mixture in the ratio 1:3. For application on previously painted wall, previous coatings of paint must be thoroughly scraped off and clean the surface thoroughly using wire brushes.

Priming:

Apply a liberal coat of exterior acrylic primer and allow it to dry for 4-5 hours. application of putty is not recommended. Minimum 4-6 hours duration is required between each coat of weather shield max paint.

#### ARTICULAR SPECIFICATION: ALUMINUM WORK

Aluminum work shall be got executed from specialized agency. The specialized agency for the aluminum work shall be got approved from the Engineer-in-Charge, well before actual commencement of the item of work. Necessary performance certificates in respect of agencies proposed to be engaged shall be submitted within 30 days from the date of issue of acceptance letter to substantiate technical capability and experience of the agency for prior approval of the Chief Engineer.

Specification for Aluminum Door, Window, Ventilator

##### 1. Extent and Intent:

The work shall be carried out through an approved specialist contractor who shall furnish all materials, labour, accessories equipment tool & plant, incidental. Required for providing and installing anodized aluminum door, windows, claddings, louvers and other items as called for on the drawings. The drawings and specifications cover the major requirement only. The supplying of additional fastenings, accessory features and mentioned specifically herein but which are necessary to make a complete installation shall be a part of the contract.

##### 2. General :

Aluminum doors, windows etc. shall be of sizes, section detail as shown on the drawings. The details shown on the drawings indicate generally the sizes of the components parts and general standards. These may be varied slightly to suit the standard adopted by the manufacture. Before proceeding with any manufacturing, the contractor shall prepare and submit complete manufacturing and installation drawings for approval of Engineer-in Charge and no work shall be performed until the approval of these drawings is obtained.

##### 3 Shop Drawings :

The contractor shall submit the shop drawings of doors, windows louvers cladding and other aluminum work, based on architectural drawings to Engineer-in-Charge for this approval. The drawings shall show full size sections of door, window etc. thickness of metal (i.e. wall thickness) details of construction, sub frame / rough ground profile anchoring details, hardware as well as connection of windows doors, and other metal work to adjacent work. Samples of all joints and methods of fastening and joining shall be submitted to the Engineer-in-Charge for approval well in advance of commencing the work.

##### 4 Samples :

Samples of doors, windows, louvers etc shall be fabricated assembled and submitted to the Engineer-in-Charge for his approval. They shall be sizes, types etc. as decided by Engineer-in-Charge. All samples shall be provided the cost of the contractor.

##### 5 Sections :

Aluminum doors and windows shall be fabricated from extruded section of profiles as detailed on drawings. The sections shall be extruded by the manufacturers approved by the Engineer-in-Charge. The aluminum extruded section shall conform to IS designation 63400 WP (HV9WP old

designation) with chemical composition and technical properties as per IS : 733 and 1285. The permissible dimensional tolerance of the extruded sections shall be such as not to impair the proper and smooth function / operation and appearance of doors and windows.

#### 6 Fabrications :

Doors, window etc. shall be fabricated to sizes as shown at factory and shall be of section, sizes combinations and details as shown in the Architectural drawings, all doors, windows etc. shall have mechanical joints. The joints shall be designed to withstand a wind load of 150 kgs. Per sqm the design shall also ensure that the maximum deflection of any member shall accurately machined and fitted to form hairline joints prior to assembly. The join and accessories such as cleats brackets, etc. shall be of such materials as not to cause any bi-metallic action, the design of the joints and accessories shall be such that the accessories are fully concealed. The fabrication of doors, window etc. shall be done in suitable sections to facilitate easy transportation, handing and installation Adequate provision shall be made in the door and windows members for anchoring to support and fixing of hardware and other fixture as approved by the Engineer-in-Charge.

#### .7 Anodising :

All aluminum sections shall be anodized as per IS : 7088 and to required colour as specified in the item as per IS : 1868 grading, after cutting the members to requisite sizes. Anodizing shall be to the specified grade with minimum average thickness of 15 microns when measured as per IS : 6012. The anodic coating shall be properly sealed by steams or by boiling in deionized water or cold sealing process as per IS : 1868 / IS : 6057. Polythene tape protection shall be applied on the anodized sections before they are brought to site. All care shall be taken to ensure surface protection shall be removed on transportation, storage at site and installation. The tape protection shall be removed on installation. The sample will be tested in the approved laboratory and cost of samples, cost or testing shall be borne by the contractor.

#### 8 Powder Coating :

The powder used for powder coating shall be polyster powder made by Berger or Jenson & Nicholsion or equivalent. The thickness of powder coating shall not be less than 50 micron at any point measured with micrometer.

#### 9 Protection of Finish :

All aluminum members shall be wrapped with approved self-adhesive non-staining PVC tapes.

#### 10 Handling and stacking :

10.1 Fabricated materials shall be carted in an approved manner to protect the material against any damage during transportation. The loading and unloading shall be carried out with utmost care. On receipt of materials at site, they shall be carefully examined to detect any damaged pieces. Arrangements shall be made for expeditious replacement of damaged pieces / parts. Material found to be acceptable on inspections shall be repacked in crates and stored safely.

10.2 In the case of composite windows, and doors the different units are to be assembled first. The assembled composite units should be checked for line, level and plumb before final fixing is

done. Unit may be serial numbered and identified as how to be assembled in their final location of situation so warrants.

10.3 Where aluminum comes in to contact with masonry brick work / concrete / plaster or dissimilar metals. It shall be coated with approved insulation lacquer paint or plastic tape to ensure that electro chemical corrosion is avoided. Insulation materials shall trimmed off to clear flush line on completion.

10.4 Silicon Sealant :

The peripheral gaps between plastered faces / RCC and aluminum sections shall be sealed both from inside and out side to make the windows watertight. Gaps upto 10mm between the peripheral aluminum member and masonry /RCC/ Stone shall be sealed by inserting. Backer Rod manufactured by HT TROPLAST or Supreme Industries and by application of weather silicon / sealant of DOW corning / GE silicon make.

10.5 The contractor shall be responsible for assembling composite, bedding set straight plumb, level and for their satisfactory operation after fixing is complete.

11 Installation :

11.1 Just prior to installation the doors, windows etc. shall be uncrated and stacked on edge on level bearers and supported evenly. The frame shall be fixed in to position true to line and level using adequate number of expansion machine bolts, anchor fasteners of approved size and manufacture and in an approved manner. The holes in concrete / masonry members for housing anchor bolts shall be drilled with an electrical drill.

11.2 The doors windows assembled as shown on drawings shall be placed in correct final position in this opening and marks made on concrete members at jambs, sills and heads against the holes provided in frames for anchoring. The frame shall then be removed the n the opening and laid aside. Neat holes with parattle sides of appropriate size shall then be drilled in the concrete members with an electric drill at the marking to house the expansion bolts. The expansion bolts shall then be inserted in the holes, struck with a light hammer till the nut is forced in to the anchor shall. The frame shall then be placed in final position. In the opening and anchored to the support through cadmium plated machine screws of required sized threaded to expansion bolts. The frame shall be set in the opening by using wooden wedges at supports and be plumbed in position. The wedges shall invariably be place at meeting points of glazing bars and frames.

11.3 Neoprene Gaskets :

The E.P.D.M. gasket of suitable profile as manufactured by HANU INDUSTRIES, ANNAND LESCUYER make shall be provided at all required positions to make the glazing airtight. The contractor shall provide and install Neoprene Gaskets of approved size and profile at all locations as shown and as called for to render the doors windows etc. absolutely air tight and weather tight. The contractor shall submit samples of the gaskets for approval and procure after approval only.

11.4 Fittings :

The contractor shall cut the floor properly with stone cutting machine to exact size and shape. The spindle of suitable length to accommodate the floor finish shall be used. The contractor shall

give the guarantee duly supported by the company for proper functioning of floor springs at least for 10 years. Hinges, stays handles, tower bolts, locks and other fittings shall be of quality and manufacturer as approved by the Engineer-in-Charge.

**12 Manufacture's Attendances :**

The manufacture immediately proper to the commencement of glazing shall adjust and set all windows and foors and accept responsibility for the satisfactory working of the opening frames.

**13 Details of Test :**

13.1 The various tests on aluminum sections shall be conducted in accordance with the relevant IS codes.

13.2 The minimum number of each unit of doors/ windows shall be selected at random by Engineer-in-Charge as such that all the aluminum section shall be got tested.

13.3 The sample of major member of each unit of doors / windows shall be selected at random by Engineer-in-Charge as such that all the aluminum section shall be got tested.

13.4 The cost of sample carriage of the samples shall be borne by the contractor. Testing charges shall be born by department, but if a sample fails in testing, complete cost or testing charges shall be born by the contractor.

**14 Acceptance Criteion :**

The aluminum sections shall conform to the provisions of the relevant items. For payment purpose only actual weight of sections shall be taken into account. If however, the sectional weight of any aluminum section is higher than the permissible variation then the weight payable shall be restricted to the weight of the section including permissible variation.

**15 Measurement :**

Payment by weight shall be made for aluminum sections including beading only and all fixing angles cleats fittings and fixtures such as handles and hinges etc., shall not be included in the weight to be paid.

**16 Rates :**

The rates of the items shall include the cost of all materials, labors and inputs required and all the above operations.

**LIST OF APPROVED PRODUCTIS FOR WORKS:**

1 Aluminium sections (Anodising by approved anodizing firm): Hindalco, Jindal, Indian Aluminum Co.

2 Clear Glass :Modiguard, Saint Gobain, Joll

**15: SAFETY :**

1. First aid appliances including adequate sterilized dressings and cotton wool shall be kept in a readily accessible place.

2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The debris material shall not be placed within 1.5 metres of the edge of the building.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing the minimum height or which shall be 1 metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as brick mortar, cement mortar or concrete shall be provided with protective footwear and rubber hand gloves.
9. i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scraped.
10. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
11. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
12. Safety belts should be used while executing the external painting / plastering, crack filling, etc. works on the building. The entire work needs to be supervised by an experienced supervisor.
13. Bank may appoint a technically qualified supervisor / consultant for supervision of works. The contractor is required to comply the instructions given by him on the advice of the Bank.

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**ANNXURE-I**

**ARTICLES OF AGREEMENT**

This ARTICLE OF AGREEMENT is made on this \_\_\_ day of \_\_\_\_\_, 2020 at SIDBI, Lucknow 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 SIDBI Tower, 15, Ashok Marg, Lucknow–226 001 and its residential Premises at **Kings Apartment, Mall Avenue Lucknow - 226001, Uttar Pradesh**, hereinafter called “Employer” (which expression, unless it be repugnant to the subject or context thereof, include its successors and assigns) at first part

And

..... A company registered under Companies Act 2013/A Partnership firm registered under Partnership Act 1932/ a LLP registered under Limited Liability Partnership Act 2008/registered under provisions of any other Act/Proprietorship firm/Individual and having its registered and/or Corporate office at ..... (hereinafter referred as ‘**the Contractor**’) through the/himself ..... [Authorized vide Company’s Board Resolution dated ...../Partners/Authorized partner ..... as per all Partners’ consent/Partnership deed dated...../Designated partner as per all Partners’ consent/Partnership deed dated..... Copy Enclosed along with the agreement] party of the Other Part

**WHEREAS**

1. The Employer, vide its Tender No. .... dated ....., had invited tenders from eligible vendors for work of **Repairs, Renovation & civil work at its Residential premises at Kings Apartment, Mall Avenue, Lucknow - 226001, Uttar Pradesh;**
2. In response to the mentioned tender notice by the Employer, the Contractor has submitted its tender on .....for work of **Repairs, Renovation & civil work** in terms of the said Tender.
3. The tender submitted by the Contractor has been selected on the basis of tender Evaluation at the aggregate cost of **Rs. ..../- (Rupees .....only)** inclusive of all taxes, excluding GST or any new tax if any imposed by the order of Govt. of India for completion of work of **Repairs, Renovation & civil work and other specifications described in the tender document;**
4. The Contractor has agreed to execute upon and subject to the conditions set forth in the Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon in the said



Tender and/or described in the said Specification and included in the said Schedule of Quantities at the respective rates therein set forth amounting to Rs. \_\_\_\_\_ payable thereunder (hereinafter referred to as “the said Contract Amount”).

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said Contract Amount to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Tender and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions and Appendix hereto and the correspondences attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, and submit themselves to the said Conditions and the correspondences and perform the agreements on their part respectively in terms of the said Conditions and the correspondences contained.
4. The agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is an item rate contract to be paid for according to the completion of work as contained in Schedule of Quantities or as provided in the said Conditions and all as per Specifications and working Tender.
6. The Contractor shall afford every reasonable facility for carrying out all works of other contractors appointed by the Employer and shall make good any damages done to walls, floors, etc after the completion of such works.
7. Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work/ job from the first day of issue of formal work order as provided for in the said Conditions and to complete the entire work within **3 (three) months** subject to nevertheless to the provisions for extension of time.
8. All payments by the Employer under this Contract will be made only at Lucknow.
9. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. If the contractor is a Company IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to





be affixed hereunto and the said two duplicates/has caused these presents and the said duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

**Signature clause:**

SIGNED AND DELIVERED by the Small industries Development Bank of India  
India By the hand of Shri \_\_\_\_\_

\_\_\_\_\_  
(Name and designation)

in the presence of

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

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

Witnesses

(signed by Proprietor/All partners/One partner  
on behalf of all the partners/Designated Partner as hereunder,  
If the party of the other part is an Individual/ a Partnership firm/LLP)-

SIGNED AND DELIVERED by \_\_\_\_\_

in the presence of

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

Address \_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

(Witnesses)

The COMMON SEAL OF the LLP (if any)

\_\_\_\_\_ is hereunto affixed

(signed by Authorized Director, duly authorized under resolution of board of the company dated \_\_\_\_\_ as hereunder, If the party of the other part is a Company)-

SIGNED AND DELIVERED by \_\_\_\_\_

\_\_\_\_\_ The COMMON SEAL OF the company (if any)

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is hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_.

Note- If the contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

**Annexure II**

**Proforma of Indemnity Bond**

To,

**The Deputy General Manager  
Small Industrial Development Bank of India (SIDBI)  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow - 226001,  
Uttar Pradesh,  
Phone No: 0522-4261633**

Dear Sir,

**TENDER FOR REPAIRS, RENOVATION & CIVIL WORK AT KING'S APARTMENT, MALL  
AVENUE, LUCKNOW-226001 , UTTAR PRADESH**

KNOW all men by these presents that We M/s. \_\_\_\_\_ within the meaning of companies Act 1956 and having registered office at \_\_\_\_\_ (hereinafter referred to as "the Indemnifier") do hereby execute indemnity bond in favour of SIDBI, having their Head Office at 15, Ashok Marg, SIDBI TOWER, Lucknow – 226 001.

WHEREAS the SIDBI have appointed \_\_\_\_\_ as the Contractors for the captioned work

THIS DEED WITNESS AS FOLLOWS :

We,.....hereby do indemnify and save harmless SIDBI against and from :

1. any third party claims, civil or criminal complaints / liabilities, site mishaps and other accidents of disputes and / or damages occurring, or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed renovation works by us.
- 2 any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of us or any sub-contractor/s if any, servants or agents.

3 any claim by an employee of ours or sub-contractor/s, if any, under the Workmen Compensation Act 1923 and Employers Liability Act, 1938 or any other law rules and regulations in force for the time being and any acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

4. any accident or mishap during execution of work.

5. any act or omissions of ours or sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

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

SIGNED AND DELIVERED BY THE  
WITHIN NAMED INDEMNIFIER.

Date:

Place: SIDBI, Lucknow

**Annexure III**

**Proforma of Performance Guarantee for water-proofing**  
[5 years Guarantee after virtual completion of work ]

**The Deputy General Manager,  
Small Industrial Development Bank of India(SIDBI),  
SIDBI Tower,  
15, Ashok Marg,  
Lucknow – 226001,  
Uttar Pradesh**

We M/s.....have completed the work of **Repairs, Renovation & civil work at Kings Apartment, Mall Avenue, Lucknow - 226001, Uttar Pradesh** We have read and understood the scope and responsibility of the waterproofing paint and treatment as provided for in tender and accordingly as a contractor engaged by Small Industries Development Bank of India (SIDBI) for the same, we have treated the abovementioned surface/areas as per specifications for works.

We hereby states that if at any time / times within 5 years of virtual completion of said work the external surface and other portion treated by us starts leaking or in any way get damaged to the influence of seeping water including forming wet patches, dampness etc. either due to the inadequacy of the work carried out or due to any other reason whatsoever relating to the specifications, workmanship etc.. We, the M/s \_\_\_\_\_ hereby undertake and guarantee to carry out necessary remedial measures to such extent and so often as may be necessary to free the premises from such leakages, dampness without any extra cost to the Employer (Small Industries Development Bank of India). The decision of the Employer in regard to the question as to whether there is any leakage or the treatment has given way to water or moisture, shall be treated as final and binding on us. We also undertake to reinstate the surface disturbed due to seepage and said rectification work to its original condition after carrying out the rectification work, if necessary, by bringing new materials at no extra cost to the Employer. If we fail to execute the necessary rectification work after receipt of necessary notice, SIDBI is free to recover appropriate amount from our pending bills, Retention Money Deposit (RMD) or other means, as possible. If the actual cost of rectification is more than the amount due to us the balance amount shall be paid by us to SIDBI.

Date: Signature

M/s \_\_\_\_\_

Place: (Name of the contractor)

**PART-III (EXCEL SHEET)**

**BILL OF QUANTITIES (BoQ)**

**PRICE BID**