

**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)
Mumbai**

T E N D E R F O R

**Provision & fixing of new windows by removing existing windows of flats of the Bank at
Powai, Mumbai**

**पवई, मुंबई में बैंक के सभी फ्लैटों में मौजूदा खिड़कियों को हटाकर नई खिड़कियों का प्रावधान और
फिक्सिंग**

(Only empaneled Agencies for civil works in Class A and B are eligible for bidding)

Issued to: _____

Last date for submission of Tender: 16 October 2018 till 3.00 P.M.

Web Portals for downloading the bank tenders from the following website

- www.sidbi.in

Issued by :-

General Manager,
Small Industries Development Bank of India,
MSME Development Centre, C-11, G-Block
Bandra Kurla Complex
Bandra(E), Mumbai-400051
Contact No.67531515

TENDER NOTICE

Provision & fixing of new windows by removing existing windows of flats of the Bank at Powai, Mumbai

पवई, मुंबई में बैंक के सभी फ्लैटों में मौजूदा खिड़कियों को हटाकर नई खिड़कियों का प्रावधान और फिक्सिंग

Sealed tenders are hereby invited from the empaneled Contractors for the civil works in Class A and B above Rs.5lakh.

1	Date of publishing of tenders निविदा के प्रकाशन की तारीख	5/10/2018
2	Last date of submission of duly filled up tender forms over the portal पोर्टल पर विधिवत भरे हुए निविदा फॉर्म जमा करने की अंतिम तिथि	16/10/2018 at 1500Hrs
3	Date of opening the tenders निविदाएं खोलने की तिथि	16/10/2018 at 1530hrs
4	Cost of blank tender forms खाली निविदा रूपों की लागत	Free of cost. Shall be downloaded from the portals given in the Notice Inviting Tender or as mentioned on the cover page

.....

SECTION - A

GENERAL INSTRUCTIONS TO TENDERERS AND CONDITIONS OF THE CONTRACT

1. Tender will be opened at **15.30 Hrs.** on **16 October 2018**, at the office of **GM (Premises), SIDBI, 5th Floor, Plot No. C-11, G-Block, BKC, MUMBAI-51** or any other officer designated for this purpose in the presence of the Tenderers or their representatives, should they choose to be present. Tenders shall remain valid for acceptance by the Bank for a period of **four months** from the date of opening of the **of the tender** which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
2. **The tenderer must use only the forms issued by the Bank to fill in the rates.** Any addition/alteration in the text of the tender form made by the tenderer shall not be valid and shall be treated as null and void.
3. The tender form must be filled in English or Hindi and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the Bank in its discretion may consider the tender invalid.
4. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. **No advice whatsoever especially on any change in rate, specifications or conditions after opening of the tender will be entertained.**
5. Each of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed may be rejected.
6. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract or by a person holding the power of attorney in the case of a company. Otherwise the Bank may reject the tender.
7. **Earnest Money Deposit/ Security Deposit/ Retention Money:** The Earnest Money Deposit of **Rs.14,000/-** by a Demand Draft. The EMD will be returned to the tenderer if his tender is not accepted by the Bank but without any Interest. The EMD paid by the successful tenderer shall be held by the SIDBI as Initial Deposit Security for execution and fulfillment of the contract. No interest shall be paid on this deposit. The Bank will withhold 10% of the total value of work done from their Running A/c bills as Retention Money (RM) /Security

Deposit(SD). 50 % of Security deposit shall be released after successful completion of the work and another 50 % of Security Deposit shall be released after successful completion of the defect liability period of **12 months** from date of successful completion of the work. In case, if the contractor so requests, the R.M. will be held in the form of Bank Guarantee of an approved scheduled Bank in the Performa to be got approved from the employer, till the satisfactory completion of defect liability period of **12 months**. The security deposits of the successful tenderer and R.M. will be forfeited if he fails to comply with any of the conditions of contract. No interest will be paid on R.M. withheld by the Bank.

8. The SIDBI does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part.
9. **The SIDBI reserves the right to sub-divide the work mentioned in the tender, amongst two or more contractors at its own discretion and the Contractors will have to execute orders for part of the items placed with them at the lowest quoted rates. The SIDBI also reserves the right to increase or decrease the quantities and even omit any item of work after the order is placed and the Contractor shall execute the same without any obligations. In this context, the rates quoted for each item must be self supporting and relevant. Time period of completion may accordingly be revised.**
10. **Contract Agreement:** On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to sign the formal Contract and within **fourteen days** thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the SIDBI of a tender will constitute a binding contract between the SIDBI and the person/ firm so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary Stamp papers for execution of the agreement shall be borne by the successful tenderer.
11. **Assignment and sub-letting:** The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
12. The Contractor shall carry out all the work strictly in accordance with drawings, details, specifications and instructions of the Bank's Engineer / Architect. If in the opinion of the Bank's Engineer/ Architect, changes have to be made in the design, the Contractor shall carry out the same. The Bank's Engineer's decision in such cases shall be final.
13. A schedule of probable Quantities in respect of each work and Specifications is enclosed. The Schedule of Probable Quantities is liable to alterations as per Bank's requirement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract. Each tender should contain not only the rates but also the value of each

item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.

14. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering into a contract and must examine the drawings, inspect the site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto
15. **Taxes/ levies to be included in the rates:** The rates quoted in the tender shall include all charges for **packing, transport, loading, unloading, delivery at site, hire for any tools & plants etc.** The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates, **the applicable taxes** and duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. **No claim in respect of applicable tax, shall be entertained by the Employer. Only GST has to be quoted and will be paid separately.**
16. **Prices of extras etc and ascertainment:**
 - a) The contractor may, when authorized and shall, when directed in writing by the Employer add to, omit from or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall if, confirmed in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it is executed with the written approval of the Employer. Any such extra is herein referred to as 'Authorized extra' and payment shall be made in accordance with the following provisions;

 - i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein. Rates for all items wherever possible shall be derived out of the rates given in the Priced Schedule of Quantities.
 - ii) The net prices of the original tender shall determine the value of the items omitted. If omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (iii) hereof.
 - iii) Where the extra works are not of similar character and/ or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of

any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's Engineer / Architect, the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer / Architect shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

- iv) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities. If not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (and if required by the Employer, the workmen's names) and materials employed be delivered for verification to the Employer or his representative at or before the end of the week following that in which the work has been executed.

It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates of material (supported by quotations / purchase invoice / bills) along with rate analysis worked on the '**actual cost basis both for Labour and Material**', plus **15%** towards establishment charges, contractor's overheads and profit. Such items will not be eligible for escalation. The Bank reserves the right to verify the said rates in market and carry out necessary revisions in the rates so submitted by the contractor.

17. **Liquidated damages / Compensation for delayed completion:** Time allowed for carrying out the work is **two months** which shall be strictly observed by the tenderer and it shall be reckoned from the **second day** of issue of LOI / written order to commence the work or date of handing over of the site to the contractor whichever is later. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation at the rate upto 1% of accepted contract value **per week** of delay subject to a maximum amount of **10% of the contract value**. The Bank reserves the right to adjust this penal compensation from the Contractors bills / Bank Guarantee / Security Deposit. The tenderer shall before commencing work prepare and submit a detailed work program, which shall be approved by the Bank's Engineer.

Note – The Bank reserves the right to reduce/ revise the completion schedule in case the work is awarded to two or more agencies.

18. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
19. The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. The Employer will issue schedule of Instructions in respect of such additional/ extra items and their quantities in writing.
20. The successful tenderer must co-operate with other contractor(s) appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank's Engineer.
21. **Defect Liability Period:** Any defect or fault which may appear during **12 months** from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the contractor. The contractor/supplier shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts. For the items used in the work which are warranted / guaranteed by manufacturers for more than 2 years, the contractor shall arrange for honouring such warrantee / guarantee and submit necessary documents / purchase invoice, etc for the same.
22. **Stipulated time for completion of work:** Time is the essence of the contract. The entire work is to be completed within a period of **two months**. The Contractor is advised to visit the site and get himself fully acquainted with the general and local site conditions, particularly, those having bearing upon transportation, handling, storage etc. prior to quoting the tender.
23. **Materials to conform to specifications** - Tests on Materials work etc.

- i) All materials and workmanship shall, so far as procurable, conform strictly to requirements in accordance with the schedule of quantities and instructions of Bank's Engineer / Architect and the contractor shall, upon the advice of the Bank's Engineer, furnish proof to his satisfaction that they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for this purpose.
- ii) The contractor shall place orders for all materials required in time and in any case not later than the dates fixed in the approved programme. Wherein the matter of procurement of such materials as are collected or the distribution of which are regulated by Government, Central or Local, or by any other Central/State Authority, the employer is obliged to issue any certificate or sign applications for license or permit, by virtue of orders of such Government or authority or by custom or practice, it shall be the sole responsibility of the contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned authorities and the installations according to the approved program and the employer will not assume any responsibility for delays in this regard nor for the payment of fines, penalties, demurrage and so forth due to the contractor not taking timely action in the process of procurement. The contractor shall not raise any plea, quoting delays in the completion of the formalities or of delays by the authorities concerned for any compensation whatsoever.
- iii) However, the contractor shall, before he place orders for supply, furnish to the Bank's Engineer / Architect at his own expense, samples of materials including patented products and those under specific makes, proposed to be used in the works, well in time, notwithstanding prior approval by Bank's Engineer/Employer of such products and makes; such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufacturers have test certificates for their goods/articles/products/ processes/equipment, Photostat copies of such test certificates shall be produced by the contractor along the samples.
- iv) The Bank's Engineer / Architect will, within one week of the date of supply of samples or within such further period, as it may depending upon each case, require to intimate to contractor whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Bank's Engineer for his approval, fresh samples complying with the specifications.
- v) The scope of the clause regarding test will cover not only materials/articles of everyday use and of ordinary description but also patented products and those under specific makes, notwithstanding that satisfactory test certificates from makers/manufacturers have been produced in accordance with sub clause-iii above.
- ix) The contractor shall also arrange for necessary field tests to be carried out in the case of materials/articles of everyday use and of ordinary description regularly under the directions

and in the presence of the Bank's Engineer / Architect to determine the suitability of such items for use in the work.

- x) The contractor shall maintain at the site comprehensive registers, posted up to date, showing the nature of the materials/articles/goods, their identification marks, dates and the results of all tests.
 - xi) The methods of sampling, the nature and extent of the tests to be carried out and their interpretation shall be in accordance with the provisions of relevant BIS codes unless otherwise provided in this contract. The names of the laboratories or test houses, (where tests are to be done outside the site), in which the tests are to be carried out shall be got approved by the Bank's Engineer.
 - xii) The contractor shall assemble and complete all the works for the said wooden shutter work at ground/basement area of the same premises, allowed by the Bank, and the same shutter should be fixed in position in respective flats.
24. The successful tenderer fabricate sample of each item of work given in the Schedule of Quantities and install **in one of the flats** and get the same approved from Bank's Engineer / Architect before going for full execution of the work given in the order. Any minor modifications/changes suggested during execution of work shall be effected without any extra cost.
25. Payment shall be made based on the progress of work and on completed items of work on actual site measurement. Part payment will also be considered against material supplied at site / partial execution of item(s). The minimum value of a **R.A bill shall be Rs. 4 lakh (Rupees four lakh only)**.
26. The basic prices for various items shall be ex-site at Mumbai inclusive applicable including transport, handling, loading and unloading etc.
27. The contractor should quote rates in the Schedule of Quantities considering all the conditions mentioned above and elsewhere in the tender.
28. **The successful tenderer may please note that, the Bank will deduct the amount on account of Work Contract tax, education cess and the income tax including surcharge etc., if any, from the running a/c bills as per the orders of State / Central Government.**
29. **Insurances:** The contractor shall be responsible for any injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify

the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up 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 of third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen's Compensation Act** or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The Contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor. In addition to the above, the Contractor shall insure the work and take **CAR (Contractors All Risk) policy** against loss due to fire, theft, earthquake etc., for the entire contract amount with an approved insurance company till the virtual completion of the work and deposit the policy or policies with the Employer before commencing the work.

In default of the Contractor insuring as provided above, the Employer may so insure and deduct the premiums paid from any money due or which may become due to the Contractor. In case, if for any reason, the Insurance is not taken, by oversight, by the Employer also and the fact comes to light at a later stage, the Employer shall deduct the premium for the Insurance as assessed by the Employer and the contractor shall accept the same without demur.

The contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also all other damages to any person, animal or effective carrying out of this contract, whatever may be the reasons due to which the damage shall have been caused.

The contractor shall, upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with the diligence to rebuild or repair the work destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of rebuilding or reinstatement after fire etc, shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall however, not be entitled to reimbursement by the Employer or any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein.

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

30. If in the opinion of the Bank's Engineer / Architect the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractors own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (f) in consequence of the contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (g) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (h) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the contract works. In case of such strike or

lockout the Contractor shall immediately give written notice thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

If the contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under **Clause 20** will become applicable.

Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the contractor has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

31. **Termination of Contract by the Employer:** If the contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice on him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer / Architect that he is able to carry out and fulfill the contract and to give security therefore, if so required by the Bank's Engineer / Architect.

Or if the contractor (whether an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor

Or shall assign or sublet this contract without the consent in writing of the Employer first hand and obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the contractor hereunder.

Or if the Bank's Engineer / Architect shall clarify in writing to the Employer that the contractor

- i Has abandoned the contract, or
- ii Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Employer notice to proceed or
- iii Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer, written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions, or
- v Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same.

Then and in any of the said case the Employer may, notwithstanding any previous waiver, after giving seven day's notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank's Engineer / Architect or 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. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of **fourteen days** after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

32. The Employer may, in his absolute discretion, issue written instructions in regard to;

- a The variation or modification in the design shape, quality or quantity of the items of work or the addition or omission or substitution of any item of work.
 - b Any discrepancy in the Bill of Quantities and or specifications.
 - c The removal from the site of any person or material brought thereon by the Contractor not to their satisfaction and the contractor shall forthwith comply with and carry out any such instructions.
37. Rates of items, if any, not mentioned in the Bills of quantities shall be fixed by the Bank's Engineer / Architect on the basis of the tendered rates to the extent possible or by rate analysis based on prevailing market rates.
38. The Contract document shall remain in the custody of Employer and shall be produced by him at his office and when required by the contractor. The contractor on signing hereof shall be furnished free of cost with a certified copy of the Agreement.
39. The contractor shall conform to the provisions of any Acts of Legislature relating to the various works and for manufacture and to the Regulations and Byelaws of an authority. The contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend at his own cost all actions arising from such claims.
40. The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship.
41. **Certificates and payment:** The contractor shall be paid by the Employer on the basis of the certificates to be issued by the Bank's Engineer / Architect subject to administrative checks and corrections if any.
42. **Defective Materials:** Any defects or faults in the materials supplied and in the work done by the contractor which may appear during execution of the work or within 24 months shall, upon the discretion of the Bank's Engineer / Architect be replaced or set right by the Contractor at his own cost within seven days of receiving such directions. The Bank reserves the right to get the work examined by other Government (viz. CVC, New Delhi or any auditing agency) or Private Agency at the cost of contractor and the directions of such agency with regards to defects/ recovery etc. shall also be binding on the Contractor.
43. **Approval of Samples:** Contractor shall have to produce a sample of each item for the approval of the Bank's Engineer/ Architect, which does not mean that the Contractor is relieved of his obligations about the specifications and other stipulations in the contract. No separate payment will be made to the Contractor for this.
44. **Measurement of works:** The Bank's Engineer / Architect may, from time to time, intimate to the contractor that he requires the works to be measured and the contractor shall forthwith attend or send a **qualified agent** to assist the Bank's Engineer / Architect in taking such measurements and calculations and to furnish all particulars and to give all assistance required. Should the contractor not attend or neglect or omit to send such agent, then the measurements taken by the

Bank's Engineer / Architect or a person approved by him shall be made taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard mode of measurement, unless otherwise provided for elsewhere in this contract. The contractor or his agent may, at the time of measurement shall take such notes as he may require. All **authorized extra works**, omissions and all variations made without the knowledge, if subsequently sanctioned by him in writing shall be included in such measurements. The employer also reserves the right to verify any of the measurements of the contractor at any point of time before making the payment.

45. The contractor shall give notice of not less than ten clear days to the Bank's Engineer or his representative in charge of work before covering up or placing beyond the reach of measurement and correct dimensions thereof be taken before the same is covered up or placed beyond reach of measurement. If any work were so covered up without the consent of the Bank's Engineer and his representative in charge of the work shall be uncovered at the contractor's expense, within the aforesaid period of 10 days. In case of failure to comply with this clause the item will not be measured and paid for.
46. **Completion Certificate:** The works shall not be considered as completed until the Bank's Engineer / Architect has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work.
47. Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Bank's Engineer and within 45 days of the receipt of such notice, the Bank's Engineer shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials, rubbish, temporary shed been erected or constructed by the contractor(s) and cleared off the dirt from all work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Bank's Engineer.
48. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and debris as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended, the Employer, after issuing due notice, may at the expense of the contractor remove such scaffolding, surplus materials and debris etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually raised by the sale thereof. And the expenses incurred on

account of site clearance may be recovered from any money due, or that may become due, to the contractor by the Employer.

49. If the contractor, within 10 days after receipt of written notice from the Bank's Engineer / Architect, fails to comply with such further drawings/and or Bank's Engineer / Architect Instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due or to become due to the contractor.
50. The Employer shall have a right to cause at technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts etc to be made at the time of payment of the final bill. 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 Employer to recover the sum.
51. If for any reason, the Employer is obliged, by virtue of the provisions of the Workmen Compensation Act, to pay compensation(s) to workmen employed by the Contractor, in execution of the works, the Employer will recover from the Contractor, the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act, the Employer will be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.
52. **Abandonment of works:** If at any time after the acceptance of the tender the, Employer shall for any reasons whatsoever, not require the whole or any part of the works to be carried out, shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.
53. **Return of surplus materials :** Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the contract is procured with the assistance of the Employer by purchases made under orders of permits or licences issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return them to the Employer, if required by the Employer, at the price to be determined by him. The price to be determined should not exceed purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable

to action for contravention of the terms of licenses or permit and / or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting or which in usual course would have resulted to him by reason of such breach.

54. Without prejudice to any of the rights of remedies under this Contract, if the Contractor dies, the Employer shall have the option of terminating the contract without compensation to the Contractor.

55. Since the flats are fully occupied, the contractor should work in cooperation with the occupants and the housing society.

56. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal.

The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also

agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

I/We hereby declare that I/we have read and understood the above 'instructions to the contractors and Conditions of the contract'.

Place:

Signature of the Tenderer:

Date:

Address

SPECIFICATION OF WORKS

The scope of work covers **Provision & fixing of new windows by removing existing windows of flats of the Bank at Powai, Mumbai** in accordance with drawings and specifications prepared to the satisfaction of the Bank's Engineer / Architect. The following specifications shall form part of the contract and these shall be deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

1. Materials shall be of the best-approved quality obtainable and they shall comply with the respective IS specifications (for those materials covered by BIS). Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited in the Bank.
2. All SS or other suitable metal fittings/ accessories and other electrical fittings shall comply with BIS or IS specifications.
3. The existing civil/electrical work shall be made good if damaged/ discoloured/ stained during fabrication or installation by the contractor at his own cost.
4. The dimensions shown in the drawings are tentative and may vary slightly at site. The entire joinery and fixing shall be customized to the site requirement and carried out in a highly professional manner. Additional supports as required at site may be provided for proper fixity / rigidity of the entire cabinets, shutters, etc. Suitable arrangements may be made for fixing of the slides / hinges etc. No extra payment shall be considered after award of work.

Place:

Signature of the Tenderer:

Date:

Address:

**LIST OF MATERIALS OF APPROVED BRAND
AND/OR MANUFACTURER**

**स्वीकृत ब्रांड की सामग्री की सूची
और / या निर्माता**

1.	EXHAUST FANS	a)	Crompton
		b)	Havells
		c)	Bajaj
2	GLASS	a)	SAINT GOBAIN
		b)	ASAHI
		c)	MODI
3	ELECTRICAL SWITCHES OTHER ACCESSORIES	a)	Anchor
		b)	Havells
		c)	Bajaj
4	Wall tiles	a)	Johnson & Johnson
		b)	Kajaria

Place:

Signature of the Tenderer:

Date:

Address:

SECTION - B
SPECIAL CONDITIONS

- 1 Work will be carried out in Bank's premises at Powai.
- 2 **Fabrication of the items shall be done by the contractors at Site to the customized size to suit the site conditions. Bank's authorized representative shall be entitled to inspect the works at any time during the progress of the work.**
- 3 The workmen will not be allowed to stay within the premises beyond working hours.
- 4 The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
- 5 The electric power required for the work can also be taken from the supply available at site on payment basis by installing a sub meter. The Contractor has to make his own arrangements to take the supply to the requisite position. Alternatively he can pay electricity charges @ Rs 5000/- per month for completion of the work.
- 6 Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
- 7 The authorized officials of the Bank shall be entitled to inspect the material/fabrication at any time in the works of the contractor, if they so desire and the vendor shall provide all reasonable facilities to do so.
- 8 Even though in finishing items, the number of coats of paint/polish are mentioned, the contractor shall note that the entire work be finished in top class while handing over, including if necessary, additional coat of painting/polishing etc. without any extra cost.
- 9 The intending tenderer can obtain any clarifications regarding the tender drawings, tender provisions/specifications etc. if any from the office of the General Manager (Premises), SIDBI on any Bank's working day.
- 10 The tenderer may please note that the work is to be executed in a residential colony of the Bank and as such the entire work involved shall be carried out with least disturbance to the residents with their cooperation and coordination.
- 11 The entire materials for the work shall be brought to the working area through the staircase only without any disturbance to the residents.
- 12 The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer / Architect and make the entire premises clear/clean on a day to day basis including staircase, passages affected/used by the labourers in the above renovations to the satisfaction of the Bank's Engineers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises and should not be dumped anywhere in and around the Bank's premises. The contractors are solely responsible if any debris is noticed by the Municipal Corporation authorities and penalty levied.

- 13 The work will have to be completed within the stipulated time frame and **no extra charges will be paid under any circumstances for the late working hours.** All dismantling work and work generating noise shall be done in a planned manner and preferably during daytime. The rates shall be accordingly quoted for each item considering the above factors.
- 14 The tenderer is advised to inspect the proposed site of to understand the scope of work.
- 15 The work has to be done in proper coordination with the other contractors engaged by the Bank besides the occupants.
- 16 The successful tenderer will be advised to execute sample of the tender items in one of the flats for Bank's approval. Order for the remaining work will be issued only after successful completion of this sample and Bank's approval.
- 17 The flats will be handed over to the successful tenderer. Extreme care should be taken to see that the existing structures/fittings/ finishes are not damaged/ defaced. Any damages caused during the execution of the work shall be made good at the cost and responsibility of the contractor.
- 18 The contractor shall employ a qualified site Engineer / Supervisor on a regular basis to supervise day-to-day works at site. Such a person shall be capable of following the instructions of the Bank's Engineers / Architect and execute the works as per the specifications laid down in the Tender. Else, the Bank reserves the right to deduct appropriate amount towards the same.
- 19 The quoted rate shall also include following---
 - a) Charges required to comply with all the provision under contract labour Act1970 (including subsequent revision if any) and rules there in.
 - ii) Providing for all costs and charges incurred by the contractor complying with all Safety health and welfare regulations, appertaining to staff and work people employed on the site.

Place:

Signature of the Tenderer:

Date:

Address:

APPENDIX HEREIN BEFORE REFERRED TO

1. Defects liability Period	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	1 month from the date of virtual completion of the work.
3. Date of commencement	7th day from the date of award of work / date of handing over the site, whichever is later
4. Date of completion	Two months from the seventh day of written order to Commence work/LoI or date of handing over of site whichever is later:
5. Liquidated Damages	Upto 1% of accepted contract value per week subject to a maximum of 10% of accepted Contract Value.
6. Value of work for Interim Certificate	Minimum of Rs. 4 lakh per bill
8. Estimated total Security Deposit	EMD + SD
9. Refund of EMD/ISD	Only EMD and Performance Bank Guarantee
9. Refund of SD	50% of SD will be refunded after successful completion of the work, rest of the 50% amount will be refunded on completion of defect liability period of 12 months from successful completion of the work.
10. Period of honoring interim certificate	Within 10 Days from the date of joint measurements or submission of bill whichever is later.
11. Period of honoring final certificate	01 month.

Place:

Signature of the Tenderer:

Date:

Address:

Provision & fixing of new windows by removing existing windows of flats of the Bank at Powai,Mumbai

पवई, मुंबई में बैंक के सभी फ्लैटों में मौजूदा खिड़कियों को हटाकर नई खिड़कियों का प्रावधान और फिक्सिंग
(Price Bid)

S.No	Items and description	Area(Sqm)	Rate(Rs.per Sqm)	Amount(Rs.)
1	Removing of old window frames and sliding shutters from Hall and bedroom Removing of old window frames and shutters from bedroom,toilet,bathroom and kitchen along with the borken tiles Removing of old tiles from the periphery or sill of the kitchen window	LS		
2	Plastering work around the periphery of all the windows of the flat alongwith the fixing of new tiles in place of broken tiles while removing the existing tiles.	LS		
3	Providing and fixing of granite on jambs and sills or periphery of windows of Hall,bedroom and kitchen of thickness 18mm by filling joints with white cement mortar of 1:3.	64		
4	Providing and fixing of granite in double patti of required thickness to fix the sliding windows	64		
5	Providing and fixing of Aluminium sliding window having four tracks(in hall and bedroom) and three tracks in Kitchen ,hall and bedroom with 101.5 cm sections of powder coated, 0.5cm of clear glass, PVC foil in the aluminium frame, stainless steel mesh or jali, with the provision to place exhaust fan of dimensions 200mmX200mm for kitchen window. Providing exhaust fan of brand Crompton(model is Air brisk).	130		

6	Providing and fixing of glass louvers with aluminium frames in kitchen and bathroom along with provision to place exhaust fan of dimension 150mmX150mm (of brand Crompton) with necessary electrical fittings(in toilet only), and removable PVC net for all the windows(in toilet and bathroom).	LS		
7	Provision of MS grill for bedroom window(with one coat of red oxide and two coats of epoxy paint) , having length equal to length of the window and breadth equal to 1.5ft. Providing and fixing ACP sheet overhead.	40		
8	Buy Back(shall be deducted from the final bill amount after completion of the work.)	LS	20000.00	(-)20000.00
Total amount				
GST				
Grand Total				

Date
Place

Signature of the contractor
with seal and address