



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

Mumbai Office, Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East,
Mumbai, Maharashtra 400051
Tel.: 022-6753-1100, www.sidbi.com

TENDER DOCUMENT

Design, Supply, Installation, Testing and Commissioning of Public Addressing System in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai

Volume – I

TECHNICAL BID

LAST DATE OF SUBMISSION – 25/02/2021
UPTO 1500 Hrs

Prepared & Issued By

BIM & MEP CONSULTANTS



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**1. BID CALENDER**

1.	Date of commencement of bidding	05/02/2021
2.	Sale of Tender Document	05/02/2021 to 25/02/2021 between 10.30 a.m. to 5.00 p.m. (Working days only)
3.	Pre-Bid meeting with Bidders (date and time)	11/02/2021 1500 Hrs
4.	Last date and time for closure of bidding and receipt of Bid Documents	25/02/2021 1500 Hrs
5.	Date and Time of Technical Bid Opening	25/02/2021 16:00 Hrs
6.	Tender Fees	Rs. 590/- (Rs. 500/- + Rs. 90/- GST@19%) in the form of DD in the name of SIDBI payable at
7.	Earnest Money Deposit Amount	Rs. 27,000/- DD in the name of SIDBI payable at Mumbai
8.	Estimated Project cost:	Rs. 17 Lakh/-
9.	Period of completion	120 Days from date of issue of LOI
10.	Place of opening of Bids	Small Industries Development Bank of India (SIDBI), Swavalamban Bhavan, 1st Floor, Premises Vertical, Plot No-C-11, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051

Note: - Technical Bids will be opened in the presence of Bidders who choose to attend as above

2. TENDER NOTICE

Sealed tenders on “item rate” are invited in a Two bid system from Original Equipment’s Manufacturers (OEM) / Authorized Dealers or Reputed Maharashtra Fire License Holding Agencies for Design, Supply, Installation, Testing and Commissioning of Public address system in SIDBI’s office premises at Mumbai Office, Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051, offering following Brands only:-

1. **Bosch**
2. **QSC**
3. **Sennheiser**
4. **Honeywell**

M/s. Litrumm Consultant Pvt. Ltd. has been appointed by SIDBI as “Consultant” for the above -mentioned project.

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

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

For General Manager,

SIDBI,
Mumbai

3. INSTRUCTIONS TO TENDERER

1. Sealed tenders on “item rate” are invited in a Two bid system from Original Equipment’s Manufacturers (OEM) / Authorized Dealers or Reputed Maharashtra Fire License Holding Agencies for Design, Supply, Installation, Testing and Commissioning of Public address system in SIDBI’s office premises at Mumbai Office, Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051.

VOLUME-1 Technical Bid Containing

1. Tender notice and Instructions to Tenderers,
2. Prequalification criteria,
3. General Conditions of Contract,
4. Technical Specifications,
5. Annexure 1 to 5 and Declarations.
2. Formats for technical and financial bids may be downloaded from SIDBI’s web site www.sidbi.in as well as Central Public Procurement (CPP) Portal <http://eprocure.gov.in/>
3. Contractors are advised to attend the pre-bid meeting on the date indicated in the tender notice for seeking any clarifications. Any discrepancies should be brought to the notice of the Bank. Further, it is also advised to furnish the enquiries in advance to enable the bank to clarify the same.
4. The Tenderer is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Consultant/SIDBI at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform Consultant/SIDBI in writing before the scheduled date of pre - bid meeting. No claim will be allowed in respect of errors in the Contractors tender due to any mistake In the Schedule of Quantities, which should have been but was not rectified in the manner described above.
5. Tenderers are requested to put their firm’s endorsement on each page of the tender documents as a token of acceptance.
6. (a) The Contractors are required to quote individual rates for each item excluding GST. (b) All corrections to be initialed.
7. No alterations or additions are to be made by the Tenderers to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of Bank.
8. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. MSMEs are entitled for free tender sets and exemption from payment of earnest money deposit.
9. Earnest money accompanying the tender will be accepted in the form of Crossed Demand Draft on any of the nationalized / Scheduled Bank, drawn in favor of “**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**” and **payable at Mumbai**.
10. Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. EMD of unsuccessful tenderers will be refunded without any interest.
11. The contract agreement should not be filled. This will be done at the time the contract is awarded, in the case of the successful tenderer only. Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing many errors are liable to be considered as Non-Bonafide at the discretion of SIDBI. Tenderers should note that their tenders should remain open for consideration for a minimum period of 90 days from the date of the opening of tenders.

- a. **The Technical Bid -Volume 1 duly filled in, signed in all the pages and stamped by the tenderer to be submitted giving the necessary details in a separate sealed Envelope COVER -1 with the EMD super scribing as “Technical Bid & Name of the work”.**
- b. **The Volume -2 –Commercial bid duly filled and signed to be placed in a separate sealed Envelope COVER-2 super scribing as “Commercial Bid & Name of the work”.**

Both the technical and Price bid to be enclosed within another large Envelope and the same may be super scribed as “ Tender for Public address system Works including supply, installation, testing and commissioning etc. in SIDBI Office at BKC, Mumbai and shall be submitted to The General Manager, Administration and Premises Vertical , SIDBI, Mumbai on or before the date specified in the Tender notice.

12. The Sealed Envelopes shall be opened at the specified time in the presence of the tenderers or their authorized representatives if they desire to attend.
13. The Price bid of tenderers whose technical bid is complete and eligible for pre -qualify in all respects only will be opened on the date as may be decided by the competent authority.
14. The Bank reserves the right to accept any tender or accept tenders in part or to reject any or all tenders without assigning any reasons thereof and will not be liable to offer any explanation whatsoever.
15. Non -compliance of the above instructions is liable to render the Tender non -bona fide.
16. No conditions should be altered, or new conditions should be put in the tender.
17. Conditional tenders are liable for rejection.

For

GM,
APV, SIDBI, Mumbai



FORMAT OF COVERING LETTER FOR SUBMISSION OF TENDER

(To be submitted in the letter head of the firm)

To,
The General Manager,
Administration and Premises Vertical,
Swavalamban Bhavan, C-11,
G Block, Bandra Kurla Complex,
Bandra East, Mumbai, Maharashtra 400051

Dear Sir,

For works of Design, Supply, Installation, Testing and Commissioning of **Public address system** in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051. Having examined the Technical Bid, Volume-1, including the scope of works, time frame and all the terms and conditions of the contract, we hereby submit all the necessary information and relevant documents for considering us for bidding for the above -mentioned work.

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

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



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

To
The General Manager,
Administration and Premises Vertical,
Swavalamban Bhavan, C-11, G Block,
Bandra Kurla Complex, Bandra East,
Mumbai, Maharashtra 400051

Sub: Works including Design, Supply, Installation, Testing and Commissioning of **Public address system** in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

Dear Sir,

1. Having examined the pre-qualification criteria, drawings, specifications conditions, form of item rate contract, schedule of quantities relating to the above work and having visited and examined the site of the proposed works and having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of the SIDBI.
2. I/We, the undersigned, hereby offer to construct, execute and complete the above work of the Works including Design, Supply, Installation, Testing and Commissioning of Public address system in SIDBI Office at BKC, Mumbai.
3. To the satisfaction of SIDBI on item rate tender in strict accordance with the contract conditions and specifications, for the sum mentioned in price bid or such other sum as may be ascertained in accordance with the said conditions.
4. I/We, undertake to complete and deliver the whole of the works within a period as specified in the General Conditions of Contracts. I/We shall be under the obligation to pay the sum as stated in the said Appendix for the period that the works shall remain incomplete as compensation subject to the condition of contract relating to an extension of the time.
5. In the event of the tender being accepted I/We do agree to pay to SIDBI within fourteen days from the date of acceptance of tender, the sum stated in the said Appendix as initial **Security Deposit** by demand draft or furnish a Bank guarantee of an equivalent amount.
6. We note that earnest money shall be merged with the initial Security Deposit after our tender is accepted and is liable to be forfeited at the discretion of SIDBI, in the event of our withdrawing the tender or modifying the tender or in the event of our failure to furnish the initial security deposit. I / We do agree that EMD may be forfeited if tender is withdrawn /modified by me / us.
7. I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Name and Signature with

Date of the Contractor with seal.

4. ELIGIBILITY CRITERIA

1. Bidder should have well established own establishment in Mumbai/Navi Mumbai (Enclose Company Registration Certificate) (Bidder Details – **Annexure 1**).
2. The Contractors / Service Provider should have a professional reputation and the quality of works executed by the contractor should be of acceptable standard. The works assigned to them should have been completed within the prescribed time. SIDBI may inspect the works of the Agency to assess quality and other parameters.
3. Comply following related financial turnover and Profit & Loss account for the last three financial years duly certified by Chartered Accountant (**Annexure 1**).
 - a. Average annual financial turnover combined for the last three years not less than **Rs. 51 lakh**,
 - b. Agency to be in profit, at least in one financial year during the last three financial years.
4. Bidder should be Original Equipment’s Manufacturers (OEM) / Authorized Dealers or Reputed Maharashtra Fire License Holding Agencies (only for brands mentioned above) having at least 5 (five) years experience in DSITC of PUBLIC ADDRESS SYSTEM works involving PUBLIC ADDRESS SYSTEM for Central/State Govt. Departments/PSUs/Banks/reputed organizations (Self declaration – **Annexure 3**).
 - a. The Contractors should have satisfactorily executed One Work of PUBLIC ADDRESS SYSTEM for Reputed Private/government institution costing at least **Rs. 13.60 lakh**
Or
Two Works of Public address system costing at least **Rs. 8.50 lakh** each, in last 3 years (ending with the last date for receipt of applications). (Give details in the enclosed format along with Copy of Purchase Orders **Annexure -2**).
5. The Bidder should not be currently blacklisted by any institution, bank in India or abroad (Self Declaration -**Annexure -4**).
6. The Bidder should accept tender terms & conditions(**Annexure -5**).
7. Earnest Money Deposit (EMD) as indicated in the form of Demand Draft in favor of “SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA”, payable at Mumbai to be submitted in separate envelope in Technical Bid Volume -1.
8. SIDBI reserves the right to cross check the information furnished and may obtain confidential report from their previous clients. SIDBI reserves the right to reject any oral applications at any stage without assigning any reason, thereof.
9. Full time Project Manager / Project Consultant must have 10+ Years of Experience in installation Of Public address system- Experience details must be submitted.
10. Full Time Site Consultant must have 6+ Years of Experience in installation Public address system, Experience details must be submitted.

5. COMMERCIAL AND ADDITIONAL CONDITIONS:

1. The works covers manufacturing, testing as may be necessary before dispatch, delivery at site, all preparatory works of assembling and installation, final testing, commissioning and maintenance of **Public address system** for 5 years including 1-year guarantee period / DLP for the following works:
2. Name of Work- **Public address system** Works including Design, supply, installation, testing and commissioning etc. in SIDBI Office at BKC, Mumbai.
3. The work shall be executed as per Relevant latest CPWD, NFPA, UL Certification, NBC, Local Govt. Laws & Relative ISO Specifications for **Public address system** as amended up to date, relevant IE Rules, relevant IS and as per directions of Consultant In charge. These additional specifications and conditions are to be read in conjunction with above and in case of variations specifications given in the additional specifications and conditions shall apply. However, nothing extra shall be paid on account of these as the same are to be read along with the schedule of quantities for the works.
4. The intending tenderers/bidders should only submit their bid if they consider themselves eligible and if they are in possession of all the documents required.
5. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
6. The bid document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded from SIDBI website or <https://eprocure.gov.in/eprocure/app> free of cost.
7. The technical bids of only of those tenderers/bidders shall be opened, who have deposited Earnest Money Deposit as specified. And the financial bids of only those tenderers/bidders shall be opened whose technical bids documents are found to be in order.
8. The Tenders are invited under two envelopes system. The first envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's satisfying the eligibility conditions, copies of tender document fees and EMD, NIT, etc. and the second envelope will be named as Financial Envelope containing Rate Quote Sheet. The bidder shall submit TECHNICAL BID ENVELOPE and FINANCIAL BID ENVELOPE simultaneously. The technical bids will be evaluated first and thereafter financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents: -
 - a. **TECHNICAL BID ENVELOPE shall contain the following documents:**
 - **Copy of Demand Draft of any Nationalized/ Scheduled Bank towards Earnest Money Deposit (EMD).**
 - **Filled Formats and Annexure 1 to Annexure 5.**
 - b. **FINANCIAL BID ENVELOPE shall contain:**
 - **Rate Quote Sheet duly filled (BOQ)**
9. Tenders which do not fulfill any of the above conditions or are incomplete in any respect are liable for summary rejection.
10. SIDBI does not bind itself to accept the lowest tender/bid and the right to reject or accept any or all the tenders/bids, tendered items or schedules received without assigning any reason whatsoever.
11. Canvassing in connection with tenders/bids is strictly prohibited and the tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.
12. Tenders incorporating additional conditions are liable to be rejected.
13. The tenderer(s) must declare in writing that neither he nor any of them is in anyway related to any officer in SIDBI, or any of its constituent units as per the format given in **Declaration-1**.

14. Sales tax or any other tax like Laboure Cess etc. or duties on materials, freight & transit Insurance in respect of this contract except GST will be payable by the successful tenderer. Nothing extra will be payable for increase in such taxes or duties even if imposed or levied either before or after the tenders are opened or during currency of contract.
15. Before submitting the tender, the tenderer shall examine all specifications, drawings, conditions of contract and inspect the site if necessary. The tender must be balanced in respect of individual items so that the rates quoted shall remain in force even if the quantities deviate (increase or decrease) to any extent before or during the execution of the work. The successful tenderer/bidder shall be paid at their rate quoted.
16. It may be noted that the Technical Bid Envelope which are not found in order as per SIDBI, Mumbai requirements may be summarily rejected.
17. Earnest Money is liable to be forfeited if the successful tenderer/bidder selected for the work fails to accept the Letter of Intent.
18. The selected tenderer will be issued a Letter of Intent by the SIDBI and given 07 days mobilization time which shall be counted from the date of issue of the Letter of Intent. Within the mobilization time the tenderer must scrutinize all the working drawings, CPM/PERT/BAR CHART, specifications, etc. and obtain clarifications from the Consultant wherever necessary and submit a revised BAR CHART if required by the SIDBI. During the mobilization time, the tenderer shall also mobilize all their resources including men and materials, obtain the supply of water and electricity necessary for construction, if necessary and sign an Agreement with SIDBI in approved format at site on a non-judicial stamp paper of proper denomination. The date of commencement of work shall be within 7 days from the date of issue of Letter of Intent.

The validity period of the Tender shall be at least 03 (THREE) months from the date of opening of Tenders. This period may be extended with mutual consent if the decision regarding issue of Letter of Intent is delayed for any reason.

6. APPENDIX TO NIT**1. SUMMARY CONDITIONS OF CONTRACT:**

Defect Liability Period	One year from the date of Handover of System after successful Commissioning as certified by the Consultant duly approved by SIDBI.
Minimum value of work for Interim Certificate:	Minimum 30% of the contract Value or at the discretion of the SIDBI but not more than one running bill in 30 days.
Liquidated damages for non-completion of work in time	1% of the contract value per week of delay, subject to maximum of 10% of contract value.

7. GENERAL CONDITIONS OF CONTRACT

Clause 1. INTERPRETATION

The terms as used in the Tender documents and agreement and named hereunder shall have the meanings herein assigned to them except where the subject or context otherwise requires: -

“This agreement” shall comprise of the Articles of Agreement along with the Appendix, the Conditions of Contract, the Priced Schedule of Quantities, Specifications and Drawings and CPM/PERT/BAR CHART attached hereto and including those to which only a reference is made herein.

“Work” or “Works” shall mean all work or works defined by Bills of quantities, Drawings, Specifications and such other work or works as the successful Tenderer may be entrusted with for carrying out under this agreement as per Clause 4 of the Articles of Agreement. “SIDBI” shall mean Small Industries Development Bank of India.

“Consultant” shall mean the Technical Officer authorized as such by the SIDBI or in the event of his ceasing to be Consultant for the work such other firm or persons as may be appointed by the SIDBI as Consultant for this work. (Further elaboration given in Clause 2 below):

“Successful Tenderer” shall mean<Name of the tenderer> and shall include his/their respective heirs, executors, administrators and assigns.

“Site” shall mean the site of the construction works as shown on the site plan attached hereto including any buildings and erection thereon and any other land adjoining these to (Inclusive) as aforesaid allotted by the SIDBI for the use of successful Tenderer.

“Act of Insolvency” shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Amending Statute.

“Notice in Writing” or “Written Notice” shall mean a notice or communication in written, typed or printed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have received when in the ordinary course of post it would have been delivered. “Virtual Completion” shall mean that the works carried out are fit for occupation in every respect including removal of scaffolding, plant, surplus material and rubbish and cleaning of dirt from work and site. Words imputing persons include firms and corporation’s words imputing the singular only also include the plural and vice versa where the context so requires. Short headlines are given to each Clause for convenience only and they will not limit the meaning or scope of the Clause in any way.

Clause 2. CONSULTANT

The plans, agreement and documents above mentioned shall form the basis of this agreement and the decision of the said Consultant or the other Consultant for the time being as mentioned in the said conditions, in reference to all matters or dispute as to material and workmanship shall be final and binding on both the parties.

The term “Consultant” shall mean the firm or person(s) appointed by the SIDBI to superintend the work. He/They will receive his/their instruction for the work from the SIDBI.

The successful Tenderer shall afford the said Consultant(s) every facility and assistance for examining the work and materials and for checking and measuring works and materials.

The Consultant or any Authorized Assistant of the Consultant shall have power to give notice to the successful Tenderer or to his Supervisors of non-approval of any work, or materials, and such work shall be suspended, or the use of such materials shall be discontinued. The work from time to time be examined by the Consultant or the Consultant’s Assistant but such examination shall not in any way exonerate the successful Tenderer from the obligation to remedy any defects due to materials or workmanship not in accordance with the contract which may be found to exist at any stage of the work or may appear within the defects liability period mentioned in clause 19.

Clause 3. SCOPE OF THE CONTRACT

The successful Tenderer shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions of the Consultant and to the satisfaction of the Consultant and the SIDBI. The Consultant may from time to time issue further drawings and/or written instructions, detailed directions and explanations in regard to:

- a) The variation or modification of the design, quality or quantity of works for the addition or omissions or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawing and/or specifications.
- c) The removal from the site of any material brought therein by the successful Tenderer and the substitution of any other materials there from.
- d) The removal and/or re-execution of any works executed by the successful Tenderer.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under Clause 19.

The successful Tenderer shall comply with and duly execute any work comprised in such instructions, detailed directions and explanations, provided always that if the Consultant's instructions involved variations from the priced Schedule of Quantities, such instructions shall be issued by the SIDBI and the successful Tenderer shall take the action stipulated in Clause 29.

If the work shown on any such further drawings or detailed drawings or that may be necessary to comply with any such instructions, directions, or explanations be in the opinion of the successful Tenderer, extra to that comprised in or reasonably to be inferred from the contract he shall before proceeding with such work, give notice in writing to this effect to the Consultant, and in the event of his not doing so three days before the commencement of such work the successful Tenderer shall not be entitled to any allowance in respect of any such extra work. But if such notice has been duly given and the Consultant and the successful Tenderer, fail to agree as to whether or not there is any extra, then if the Consultant decides that the successful Tenderer is to carry out the said work, the successful Tenderer shall do so accordingly, and the question whether or not there is any extra and if so, the amount thereof shall failing agreement be settled by the Arbitration as provided in Clause 39 on a reference being made by the successful Tenderer.

Clause 4. SCOPE OF WORK

Even if not specifically mentioned in the schedule of quantities, the successful Tenderer shall be deemed to have allowed necessary material, labour, tools and plants etc. required for satisfactory completion of the items of work as indicated in drawings and description given in the specifications, which are attached herewith unless the item specifies labour only or otherwise. Rates quoted also apply for work in patches, strips, small or large areas, and for different shapes and in different sizes and in different planes (Horizontal/vertical or inclined).

Clause 5. INSPECTION OF SITE

The Tenderer must visit site before giving Tender and must get acquainted with the working conditions.

The Tenderer shall examine all specifications, Tender conditions and drawings before Tendering for the works.

The Tenderer shall obtain all information relating to local regulations, bye-laws, application of any and all laws relating to his work or profession. No additional claims shall be admissible on this account.

Clause 6. SUCCESSFUL TENDERER TO PROVIDE EVERYTHING NECESSARY

The successful Tenderer shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications and bill of quantities taken together, whether the same may or may not be particularly shown on the drawings or described in the specifications or included in the bill of quantities, provided that the same is to be reasonably inferred there from and if he finds any discrepancy in the drawings, or between the drawings and specifications and bill of quantities, he shall immediately refer the same to the Consultant who shall decide which shall be followed. Figured dimensions shall be followed in reference to scale.

The Successful Tenderer shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required for the proper execution and protection of the public and the safety of any adjacent roads, streets, cellars, vaults, eaves, pavement, walls, houses, buildings and all erections, matters or thing, and they shall take down and remove any or all such centering, scaffolding, etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and all things disturbed during the execution of the works to the satisfaction of the Consultant before a Virtual Completion Certificate is issued.

The Successful Tenderer shall make his own arrangements for laying temporary water and electrical power lines including excavation if necessary, so as not to cause any obstructions along locations approved by the Consultant.

Clause 7. DRAWINGS, DESIGNS ETC.

Contract drawings are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the Consultant and other service drawings. Consultant drawings shall take precedence over electrical and other service drawings as to all dimensions.

Successful Tenderer shall verify all dimensions at site and bring to the notice of the Consultant all discrepancies or deviations noticed. The Consultant's decision shall be final and binding.

All drawings issued by the SIDBI are the property of the Consultants and shall not be lent, reproduced or used on any other works than intended without the written permission of the Consultants.

Large size details and manufacturer's dimensions for materials to be incorporated shall take precedence over small scale drawings.

One complete set of drawing, specifications and schedule of quantities shall be furnished by the Consultant to the successful Tenderer and the Consultant shall furnish, within such time as he may consider reasonable, one copy of any additional drawing which in his opinion may be necessary for the execution of any part of work. Such copies shall be kept on the works, and the Consultant and his representatives shall at all reasonable times have access to the same and they shall be returned to the Consultant by the successful Tenderer before the issue of the certificate for the balance of this account under the contract.

SIDBI will make all efforts to give all drawings, designs, decision etc. from time to time and the successful Tenderer shall make timely requests for the same. No claim whatsoever shall however be entertained for compensation for the delay in supply of drawings, designs, decisions, running payments, etc. from the Successful Tenderer. Drawings shown at the time of issue of Tenders and forming part of the contract shall indicate scope of work and drawings issued subsequently during the execution of work shall be deemed to be drawings elaborating the basic scheme. If any detailed drawings show an item for execution, which in the opinion of the successful Tenderer is not covered under the items of the contract, he shall immediately refer it to the Consultant, for final decision. Decision of the Consultant as to whether it is an extra item or not or whether it is covered by contracts and if not, what extra rate should be paid shall be final and binding on both the parties to the contract i.e. SIDBI and the Successful Tenderer.

Clause 8. SHOP DRAWINGS

The Successful Tenderer at his own cost shall submit to the Consultant four copies of shop drawings related to **Public address system** work etc. for approval.

Clause 9. SCHEDULE OF RATES AND SPECIFICATIONS

Specifications as attached herewith shall be applicable. However, the Tenderer shall include in his rates all such items of work which are not specifically included in the Tender schedule but are required to be executed to complete the works in accordance with the drawings, specifications etc. The SIDBI is not bound to follow the practice and mode of measurements followed by other departments.

Clause 10. ERROR IN SCHEDULE OF QUANTITIES, IF ANY

Should any error appear in the bill of quantities, other than the Tenderer's prices and calculation, it shall be rectified by the Consultant after informing the SIDBI. Such variation shall constitute a deviation of the contract and shall be dealt with as hereinafter provided.

Clause 11. NOMENCLATURE OF ITEM

Nomenclatures of the items of works mentioned in the priced schedule are only a brief description of the work. The work shall have to be executed in accordance with the specifications for the work to the satisfaction of the Consultant of the work. Any omission in description will not absolve the successful Tenderer from his responsibilities to complete the work in a satisfactory manner.

Clause 12. METRIC UNITS

The bills of quantity indicate the unit of Metric system. The mode of measurement of different items of work shall be as per details contained in specification and special conditions, with the equivalent of the units mentioned therein in Metric System.

Clause 13. CPWD/PWD SPECIFICATIONS AND I S CODES

CPWD/PWD specifications & relevant NFPA, I.S. Code of practice shall be applicable, for all items of work

Clause 14. ORDER OF PRECEDENCE

If any discrepancy is noticed between the conditions and specifications, drawing etc. the following would be the order of precedence:

- a) Schedule of Quantities.
- b) Notice Inviting Tender (NIT)
- c) General Conditions of Contract (GCC)
- d) Drawings and notes thereon.
- e) Specifications for General Building (civil works) Sanitary and Plumbing, Electrical Installation, Air-conditioning, Acoustic Treatment, Furniture making and/or Wood Paneling, Elevators and Escalators, etc.
- f) CPWD/PWD Specifications, NFPA & I.S. codes, UL Certification.

Clause 15. SETTING OUT WORK ETC.

The successful Tenderer at his own expense shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the Successful Tenderer shall at his own expense rectify such error if called upon to the satisfaction of the Consultant.

All soil, filth, or other matter of an offensive nature taken out of any trench, sewer, drains, cesspool or any other place shall not be deposited on the surface but shall be at once carted away by the Successful Tenderer to some pit or place to be provided by him.

Clause 16. MATERIALS

All materials used for this work shall be conforming to the Specifications.

As far as practicable materials shall conform to the latest Indian Standards as amended up to-date. All materials used on the project shall be approved by the Consultant before use.

Successful Tenderer may be required to purchase such materials of particular make or from a particular source if in the opinion of Consultant the same is necessary and is required for the proper and reasonable compliance of the specifications and in the interest of better quality of work. The fittings and accessories to be used in the work shall be presented for approval well in advance. Approved fittings shall be kept in the office of the Consultant in a mounted lockable board, to be approved by the successful Tenderer.

a) Storage of Materials

All materials shall be stored in a proper manner protected from natural elements so as to avoid contamination and deterioration.

Successful Tenderer's store shall be open to inspection by the Consultant at all reasonable hours.

Locations of stores and storage yards shall be approved by the Consultant prior to construction or occupation.

Successful Tenderer shall take adequate protection of the materials against fire and other calamities.

All watch and ward staff for his work shall be appointed and maintained by the Successful Tenderer at his own expense.

b) Inspection and Testing of Materials

The Successful Tenderer at his own expense shall make all necessary arrangements for carrying out tests on materials as required by the Consultant. He shall also be required to produce manufacturer's test certificates for the materials supplied by him whenever required by the Consultant. The tests carried out shall be as per the relevant Indian Standards in approved laboratories. The SIDBI reserves the right to appoint the testing authorities.

Clause 17. FAULTY MATERIALS AND WORK

(a) The Consultant shall during the progress of the work has power to order in writing from time to time the removal from the work, within such reasonable time or times as may be specified in the order, to any materials and/or Workmanship which in the opinion of the Consultant are not in accordance with the specifications or the instructions of the Consultant. The substitution of proper materials or any workmanship and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions shall have to be forthwith carried out by the Successful Tenderer at his own cost upon receiving such order. In case of default on the part of the Successful Tenderer to carry out such order the SIDBI shall have the power to employ any other persons to carry out the same and all the expenses consequent thereon or incidental thereto shall be borne by the Successful Tenderer and shall be recovered from them by the SIDBI from any money due to or that may become due to the Successful Tenderer or from the amount of retention money.

(b) In lieu of rectifying the work not done in accordance with the contract the Consultant may, with the consent of the SIDBI allow such work to remain, and in that case may make allowance for the difference in value together with such further allowance for damage to the SIDBI as in their opinion may be reasonable. Provided always that nothing in this clause shall relieve the Successful Tenderer from his liability to execute the works in all respect in accordance with those terms and upon and subject to the conditions of this contract or from his liability to make good all defects.

Clause 18. ACCESS

The SIDBI or its representatives shall at all reasonable time have free access to the works and/or to the workshops factories or other places where materials are being prepared or constructed for the contract and also to any place where materials are lying or from which they are being obtained and the Successful Tenderer shall give every facility to them for inspection, examination and testing of the materials and workmanship. Except the representative of Public Authorities and those mentioned above, no person shall be allowed on the works at any time without the prior written permission of the Consultant or the SIDBI.

If any work is to be done at a place other than the site of works, the Successful Tenderer shall obtain prior written permission of the Consultant for doing so.

Clause 19. DEFECT LIABILITY PERIOD AND DEFECTS AFTER COMPLETION

Defect Liability, Period shall be one year from the date of virtual completion of work, as certified by the SIDBI. Any defect, shrinkage or other faults, which may appear within the defect liability period, in the opinion of the Consultant, arising from materials or workmanship not in accordance with the contract or from failure to take due precautions, shall upon the directions in writing of the Consultant and within such reasonable time as shall be specified therein be amended and made good by the Successful Tenderer at his own cost. In case of default, the SIDBI may employ and pay any other person/persons to amend and make good such defect, shrinkage or other faults and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Successful Tenderer.

Such damage, loss and expenses shall be recoverable from the Successful Tenderer by the SIDBI or may be deducted by them from any money due or that may become due to the Successful Tenderer. The SIDBI may also in lieu of such amendments deduct from any money due to the Successful Tenderer, a sum to be determined by the Consultant equivalent to the cost of amending such works, and in the event of the amount retained under Clause 27 (the amount held as retention money) being insufficient, recover the balance from the Successful Tenderer, together with expenses the SIDBI may have incurred in connection therewith. The Successful Tenderer shall remain liable under the provisions of this clause notwithstanding the signing by the Consultant of any certificate or the passing of any bills.

Clause 20. OPENING OF WORK

- (a) All works under or in course of execution or executed in pursuance of the contract shall always be open to the supervision of the SIDBI, Consultant or their representatives.

Clause 21. HEIGHTS

Successful Tenderer's rates shall include lifts up to all heights or as required during execution. They should satisfy themselves for correctness and allow for variation if necessary. Nothing extra will be paid for additional lifts except where special items for lifts exist in schedule. Tenderer shall include in his Tender rates allowance for works at extra heights required for double or multiple staging, tall centering, scaffolding etc. for all items including extra labor if any. If any deviation from the contract drawings in respect of height is noticed by the Tenderer in any subsequent working drawing issued to him during continuance of the works that must be brought to the notice of the Consultant (in writing) sufficiently before commencing execution of the work. The decision of the Consultant as to whether this will be an extra item or not or whether the Successful Tenderer is entitled to get any extra payment or not for execution of this extra height will be final and binding.

Clause 22. SCAFFOLDING, CENTERING & SHUTTERING

The Successful Tenderer shall use external scaffolding to ensure true line in vertical and horizontal planes. Centering, shuttering and scaffolding required for execution of this work may vary from single floor height to multi floor height, which may require multiple staging, scaffolding, centering and shuttering. Since the payments will be made to the successful Tenderer at net quoted rates, irrespective of the heights involved the Tenderers must see and study the drawings carefully before Tendering their rates.

Clause 23. SITE CLEARANCE AND CLEAN UP

The Successful Tenderer shall, from time to time clear away all debris and excess materials accumulated at the site.

After all fixtures, equipment and appliances have been installed and commissioned, they shall clean up the same and remove all plaster, paints, stains, stickers and other foreign matter of discoloration leaving the construction in ready to use condition.

On completion of all works they shall demolish all temporary storages put up by them, remove all surplus materials and leave the site in a broom clean condition.

Clause 24. RATES

The rates quoted by the Successful Tenderer shall be paid at net rates. He should include in his rates allowance for increase or decrease in the prices due to market fluctuation. He shall not be entitled to any separate amount on account of taxes except GST which are in force or will be enforced or enhanced by Government or local bodies during contract period or after Tendering. Accepted Tender rates shall not be changed due to changes in wages of labor either.

Clause 25. QUANTITIES

All the quantities given in schedule of quantities are provisional.

The Tenderers shall be deemed to have given Balanced Rates for each item, irrespective of the quantities given. Also, irrespective of variation in quantities to any extent the Tenderer shall be paid at accepted contract rates only. SIDBI reserves the right to increase or decrease quantities to any extent.

Clause 26. SECURED ADVANCE

- (a) The Successful Tenderer shall not be entitled to be paid for the materials brought to site, which remains unused or unfixed. No advance shall be paid for the work. However, in case of exceptional circumstances SIDBI may consider advance payment as a % of total machinery cost as decided by the management. When in any certificate, of which the Successful Tenderer has received payment the value of material at site has been included, such materials shall become the property of the SIDBI, but the Successful Tenderer shall be liable for any loss or damage to any such material. They shall furnish an indemnity bond in the prescribed form along with their claim for advance against materials brought to site for bonafide use in specific items under the schedule of quantities.
- (b) The secured advance so paid shall be adjusted in the running account bills as and when the materials are used subject to wastage.
- (c) If the specification or schedule of quantities of the work provided use of any special description of materials to be supplied by the SIDBI or it is required that the Successful Tenderer shall use certain stores to be provided by the SIDBI, such materials and stores and the price to be charged therefore as hereinafter mentioned, being so far as practicable for the inconvenience of the Successful Tenderer but not so as in any way to control the meaning or effect of this contract, the Successful Tenderer may be supplied with such materials and stores as and when required from time to time to be used by him for the purpose of the Contract only, and the value of the full quantity of material and stores supplied at the rates specified in the said schedule appendix memorandum may be set off or deducted from any sum then due or thereafter to become due to the Successful Tenderer under the contract or otherwise, or from the retention money or against the sale proceeds thereof, if the same is held up in Government Securities, the same or sufficient portion thereof being in this

case sold for the purpose. All materials supplied to the Successful Tenderer by the SIDBI shall remain absolute property of the SIDBI. The Successful Tenderer shall be fully responsible for their storage and maintenance and shall not on any account remove those from the site of the work. The material shall at all times be open to inspection by the Consultant and/or the SIDBI. At the time of the completion of work or termination of the contract, or even earlier if so required by the SIDBI, the same shall be returned to them. The successful Tenderer shall not be entitled to return any such material unless the same is, in the opinion of the Consultant of the SIDBI in perfectly good condition; and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

(d) No material shall be issued by the department

Clause 27. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

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

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

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

(a)	10%	On the first Rs. 1,00,000/- of the value of the contract
(b)	7.5%	On the next Rs. 1,00,000/- of the value of the contract
(c)	5.0%	On the further amount upto Rs. 2,00,00,000/- of the accepted value of the contract

Fifty per cent of the TSD shall be refunded to the contractor/ service provider/ vendor on completion of the work subject to the following:

- Issue of virtual completion certificate by the Consultant/ Consultant / Bank and,
- Removal, by the contractor, of his materials, equipment, labour force, temporary sheds / stores, etc. [except, with the prior written approval of the Bank, for a small presence, if any, required for fulfillment of contractual obligations during the defect’s liability period].

The balance fifty per cent of the Security Deposit shall be refunded fourteen days after the conclusion of the defect's liability period provided that the contractor has satisfactorily carried out all the works [including site clearance] and attended to all the defects in accordance with the conditions of the contract.

Clause 28. AUTHORITIES, NOTICES AND PATENTS

The successful Tenderer shall confirm to the provision of any Act of the Legislature relating to the works, the Regulations and Bye-Laws of any corporations and of any electric and other Companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Consultant written notice, specifying the variation proposed to be made, and the reason for making it, and apply for instructions thereon. If compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance or extra payment required on their account. In case he shall not, within seven days, received such instructions, shall proceed with the work, conforming to the provision and/or regulation of bye-laws in question.

The amount claimed as an extra or whether there is an extra or not shall be decided by the Consultant and will be subject to arbitration clause if so required.

The successful Tenderer give all notices required by the said regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the bill. The successful Tenderer shall indemnify the SIDBI against all claims in respect of patent rights and shall defend all action arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

Clause 29. DEVIATIONS

The successful Tenderer may when authorize and when directed, in writing by the Consultant with the approval of the SIDBI add or omit or vary the works shown upon the drawings, or described in the specifications, or included the bill of quantities, but they shall make no addition, omission or variation without such authorization or direction. A verbal authority direction by the Consultant shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under the provisions of Clause 31 or by the authority of the Consultant with the concurrence of the SIDBI as therein mentioned. Any such extra if herein referred to, as an authorized extra shall be governed by Clause 35. No variation i.e. additions or substitutions shall vitiate the contract.

Clause 30. PRICE FOR DEVIATIONS

Deviations shall be valued at the net rates contained in the Tenderers' original Tender or where the same may not apply direct at rates analogous to the prices therein contained. If the altered, additional or substituted work included any class of work for which no rate is specified in the contract, then the Successful Tenderer shall within seven days of the date of receipt of the order to carry out the work, inform the Consultant with a copy to the SIDBI the rate which he intends to charge for such class of work with proper analysis. In the event of his not doing so, within a reasonable time before the commencement of such work, he shall not be entitled to any allowance or payment in respect of any such extra work. When such notice has been duly given, the Consultant with the consent of the SIDBI may agree to such a rate but if the Consultant does not agree to this rate, the Consultant may cancel his order to carry out such class of work and arrange for it to be carried out departmentally or through any other agency or in such a manner as he may consider advisable or he may decide that the Successful Tenderer shall carry out such items of work and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him according to such rate or rates as shall be fixed by the Consultant which will, however be subject to the Arbitration Clause.

However, in respect of the rates for extra/new items, if there are any, the opinion of the Consultant as to whether it is an extra item or not, and if so, what rates should be paid shall be final and binding on the successful Tenderer shall be derived from contract items so far as applicable and the rates which cannot be derived from contract will

be fixed on the basis of actual cost of materials and labour, plus 15% as successful Tenderers' overheads and profits on all trades except on the cost of materials supplied departmentally.

Successful Tenderer shall not claim any idle and remobilization charge for interim delay due to late decision by the SIDBI. Such legitimate interim delays shall however be considered for extension of time, if any.

Furthermore, they shall submit analysis of rates with justifications for claiming extra on any deviation item at least 45 days prior to the probable date of execution of the referred item.

Clause 31. MEASUREMENTS

In case of dispute between the successful Tenderer and the SIDBI as to under which item a particular work is to be measured the decision of the Consultant shall be final and binding on both the parties to the contract. If for any items, the mode of measurements is not specified the decision of the Consultant about the mode of measurement shall be final and binding on both the parties to the contract.

Clause 32. PREPARATION OF RUNNING AND FINAL BILLS

Minimum value of work for interim certificate shall be minimum 30% of the contract Value but not more than one running bill, in One Month, if paid separately. Advance bill against work done but unmeasured and adjustable fully in the next running bill may be certified by the Consultant, at his discretion in the interest of the work. The Consultant or his representative shall take measurements in presence of Successful Tenderer's representative and record them in the Measurement Book from time to time and shall prepare abstract for running and final bill, including recovery statements. The bill abstract shall be prepared on standard CPWD form on the basis of abstract of quantities prepared by the Consultant in triplicate. The Successful Tenderer should sign the bill and Measurement Book with the remark "Measurement and bill accepted". However, in the final bill, the successful Tenderer shall have to certify – "The bill is accepted in full and final settlement of all claims and demands against this work". In case a large amount is blocked in the final bill pending technical/audit check, advance up to the extent of 75% of net final bill amount may be paid to the successful Tenderer, with the approval of the Consultant at his direction even after the completion date is over. The recovery from Running Account Bills for the materials issued by the SIDBI shall be made on the basis of the quantity consumed in the work as assessed by the Consultant, giving a due allowance for wastage. The Successful Tenderer shall submit once a month a statement showing the materials received, consumed and the balanced carried over to the subsequent month so that a watch could be maintained on the material.

Clause 33. CERTIFICATES AND PAYMENTS

- (a) The following terms of payment shall be applicable to this contract subject to statutory deductions, Security Deposit and Retention money deduction:
 - i 30% of the quoted rates pro-rata against delivery of materials after checking at site.
 - ii 35% of the quoted rates on completion of Installation/erection
 - iii 35% after testing, commissioning and handing over the system.
- (b) The Consultant may from time to time intimate in writing to the Successful Tenderer that he requires the works to be measured and they shall attend or send qualified agent to assist the Consultant or the Consultant's representative in taking such measurements, and calculations and to furnish all particulars or to give all assistance required by the Consultant. Should they not attend or neglect or omit to send such agent then the measurement taken by the Consultant or approved by him shall be taken to be correct measurements of the work unless objected to within one month of their being recorded in the measurement book or books. Such measurements shall be taken in accordance with the mode of measurements mentioned in the specifications.
- (c) The Successful Tenderer or his agents may at the time of measurement take such notes of measurements as they may require.

- (d) The Consultant or his authorized representative will issue on the basis of necessary measurement interim valuation certificates to the Successful Tenderer in respect of items of work, rates for which exist in the priced schedule of quantities or have been subsequently agreed upon between the parties and shall send the measurement books and the valuation certificates to the SIDBI. The Successful Tenderer shall be entitled under these certificates of the Consultant to payments, within 15 days from the date of each certificate, unless objected as provided in sub-clauses (a) & (b) at the rate of maximum 90% of the value of work so executed and the balance being retained towards retention money. The Consultant shall issue such certificates within fifteen days of notice from the Successful Tenderer provided measurements have been taken and the value of the work done since last payment exceeds the amount stated in the appendix and not more than one certificate is required in a fortnight, provided always that the issue by the Consultant of any certificate during the progress of the work or after their completion shall not have any effect as a certificate of satisfaction or relieve the Successful Tenderer from his liability under Clause 20 and 21. Provided all defects are removed and the retention money is not forfeited or has not become liable to be forfeited under this contract, 50% of the amount under retention money shall be refunded without interest within three months of the date of virtual completion of the works and the balance after the defect liability period is over or the final bill is passed for payment whichever is later.
- (e) All intermediate payments shall be recorded as payments by way of advance against the final payment only and not as payment for work actually done and completed. The final bill shall be submitted by the Successful Tenderer within 3 months of the date fixed for completion of the work. The measurement of the work taken by the Consultant or his representatives after one week's notice to the Successful Tenderer shall be final and binding on him unless objected to within one month of their being recorded in the measurement books.

Clause 34. TIME AND DAMAGES FOR NON-COMPLETION OF WORK IN TIME

- (a) All the construction works shall progress strictly as per the enclosed CPM/PERT/BAR CHART. If, however, the Successful Tenderer desires some minor modifications in the same he may apply to the SIDBI within mobilization time and before execution of the agreement indicating the reasons for which changes are required. The SIDBI may after scrutiny, agree to the modifications suggested if the reasons cited by the successful Tenderer are considered valid. The decision of the SIDBI in this respect will be final and binding. The modifications, if any, are to be incorporated in the CPM/PERT/BAR CHART and this will form a part of the agreement.
- (b) The starting time specified for carrying out of the work as entered in the CPM/PERT/BAR CHART shall be reckoned from the date of issue of the Letter of Intent. The date of completion or such date as is duly extended under Clause 35 shall be strictly observed by the Successful Tenderer. The work shall, throughout the stipulated period of the contract, be proceeded with all diligence (Time being deemed to be the essence of this Contract) by the successful Tenderer strictly according to the CPM/PERT/BAR CHART which is a part of this agreement.
- (c) At any stage during the execution of the work if the work lags behind the target indicated in the CPM/PERT/BAR CHART for reasons directly attributable to the Successful Tenderer, he shall be liable to pay liquidated damages as mentioned above.

- (d) In the event of Successful Tenderer's inability to complete the construction work by the scheduled date of completion, the SIDBI shall have the right to terminate the contract as per Clause 37 or allow the successful Tenderer to continue and complete the work within specific date. In the latter case, during the period of continuation, the successful Tenderer shall pay liquidated damages as mentioned above in this document.

Clause 35. EXTENSION OF TIME

If the successful Tenderer shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution and for reasons not attributable to him on the following grounds: -

- (a) by reason of any exceptionally inclement weather like Cyclone, severe flood etc., normal monsoon shall not be considered a valid reason for extension of time,
- (b) by reason of proceedings taken or threatened by, or legal disputes with adjoining or neighboring owners,
- (c) due to delay in the work of other agencies or tradesman engaged or nominated by the SIDBI: if such delay is directly responsible for delay in execution of this work,
- (d) by reason of any general strike or lockout affecting the building made, strike or any kind of labour trouble in successful Tenderer's own organization shall not be a valid reason for extension,
- (e) in the event of delay in execution of work wholly attributable to delay in supply of drawings by Consultant or SIDBI in spite of request from the successful Tenderer well in advance, he shall apply in writing to the Consultant within seven days of the date of the hindrance on account of which he desires such extensions as aforesaid and the Consultant, with the consent of the SIDBI may if reasonable ground be shown therefore allow such extension of time, if any, be necessary or proper,
- (f) in case of the total value of the work exceeds the total value of the Tender owing to deviation in quantities or extra items, the successful Tenderer will be entitled to ask for extension of time in proportion to the increased value of work. Increase in value of work due to escalation shall not be a valid reason for extension of time.
- (g) No extension of time shall be given to the successful Tenderer for non-supply or delay in supply of materials as per Clause 51. The successful Tenderer hereby agrees that extension of time requested for by him and granted by the SIDBI shall be treated as an extension of time allowed to them without any claim for compensation or damages for any reasons whatsoever including those for which the extension is granted.

Clause 36. SUSPENSION OF WORK BY THE SUCCESSFUL TENDERER

If the successful Tenderer suspends the works without obtaining extension of time or in the opinion of the Consultant neglects or fails to proceed with due diligence in executing his part of the contract or if he makes default more than once in the manner mentioned in Clause 19 above the SIDBI or the Consultant shall have power to give notice in writing to the successful Tenderer requiring that the works be proceeded with reasonable speed and output must be commensurate with the CPM/PERT/BAR CHART. Such notice shall specify the act of default on the part of the successful Tenderer. After such notice has been given the Successful Tenderer shall not be at liberty to remove from the site of work or from any ground continuous thereto any plant or materials belonging

to him which had been placed thereon for the purpose of the work, and the SIDBI shall have a lien upon all such plants and materials to subsist from the date of such notice being given, until the notice have been complied with. Provided always that such lien shall not under any circumstances subsist after the expiration of thirty-one days from the date of such notice being given, unless the SIDBI has entered upon and taken possession of the works and site and of all such plants and materials until the works have been completed under the power hereinafter conferred upon it. If the SIDBI exercises the above power it may engage any other agency to complete the works or finish the works departmentally and exclude the successful Tenderer, his agents and servants from entry upon or access to the same except that the successful Tenderer or any one person appointed in writing by him and accepted by the SIDBI may have access at all reasonable times during the progress of works to inspect, survey and measure the works. Such written appointments marked with SIDBI's consent or a copy thereof shall be delivered to the Consultant before the person so appointed comes to the works. The SIDBI shall take such steps as, in the opinion of the Consultant may be reasonable and necessary for completing the works without undue delay & expense, using for that purpose the plants and materials above mentioned, in so far as they are suitable and adopted to such use. Upon the completion of the works the Consultant shall certify the amount of expenses properly incurred, consequent on the incidental to the default of the successful Tenderer as aforesaid, in completing the works by other persons. Should the amount so certified as the expenses properly incurred, including SIDBI's overhead if the works were carried out departmentally, be less than the amount which would have been due to the Successful Tenderer upon the completion of the works by him, the difference shall be paid to the Successful Tenderer by the SIDBI. Should the amount of the former exceed the later, the difference shall be paid by the Successful Tenderer to the SIDBI. The SIDBI shall not be liable to make any further payment or compensation to the Successful Tenderer for or on account of the proper use of the plants for the completion of the works under provisions hereinbefore contained other than such payment as is included in the contract price. After the works have been so completed by persons other than the successful Tenderer under the provisions hereinafter contained, the SIDBI shall give notice to the Successful Tenderer of such completion and may require him from time to time, before and after such completion, to remove his plants and likewise all such materials as aforesaid as may not have been used in the completion of the works, from the site. If such plants and materials are not removed within such reasonable time, the SIDBI may remove and sell the same, holding the proceeds, less the cost of the removal and sell, to the credit of the successful Tenderer. The SIDBI shall not be responsible for any loss sustained by the successful Tenderer from the sale of plants in the event of the successful Tenderer not removing it after notice, or for any damage thereto or deterioration thereof in any event.

Clause 37. DETERMINATION OF CONTRACT BY THE SIDBI

If the successful Tenderer goes into liquidation, whether voluntary or compulsory or shall make an assignment or a composition for the benefit of the greater part, or shall enter into a Deed of Agreement with its creditors or if the Receiver of the Successful Tenderer shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SIDBI that he is liable to carry out and fulfil the contract and if so required by the SIDBI to give reasonable security therefore or if the successful Tenderer shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the Successful Tenderer or shall assign, charge or encumber this charge or encumber this contract thereunder or shall neglect or shall fail to proceed to perform all or any of the act, matters or things by the contract, to be observed and performed by the successful Tenderer for three clear days after written notice shall have been given the successful Tenderer in manner, matter hereinafter mentioned, requiring the successful Tenderer to observe perform the same or shall use improper material or workmanship in carrying on the works or shall in the opinion of the Consultant not exercised such due progress as stipulated in the enclosed CPM/PERT/BAR CHART forming part of this contract which would enable the works to be completed within the time agreed upon or shall abandon the contract, then, and in any of said cases, the SIDBI may notwithstanding any previous waiver, determine the contract by a notice in writing in which case the retention money (including the earnest money and the initial security deposit) and whether paid in one sum or deducted by instalment shall stand forfeited and be absolutely at the disposal of the SIDBI. The Successful Tenderer shall have no claim or compensation for any loss sustained

by him by reasons of his having purchased or procured any materials or entered into any engagements or made advances on account of or with a view to the execution of the work or the performance of the contract. The successful Tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract unless and until the Consultant will have certified in writing the performance of such work and the value of work payable in respect thereof and the successful Tenderer shall only be entitled to be paid the value so certified. The certificate of the Consultant shall be based on measurements taken by him or under his supervision and with due notice to the Successful Tenderer and on rates in the priced schedule or as subsequently communicated by the Consultant with the approval of the SIDBI, under this agreement except for arithmetical errors, shall be final and conclusive. The Successful Tenderer must remove his plant, materials, scaffolding etc. from the site within 10 days (ten days) of the receipt of the notice from the SIDBI after which they will vest in the SIDBI who may, dispose them off as per Clause 41 by sale or auction on account of and at the risk of the successful Tenderer who will have no claim for loss or compensation on this account.

Clause 38. TERMINATION OF CONTRACT BY SUCCESSFUL TENDERER

If payment of the amount payable by the SIDBI under the certificate of interim payment issued by the Consultant in accordance with clause 38 shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount shall have been given by the Successful Tenderer to the SIDBI in manner hereinafter mentioned or if works be stopped for six months under the order of the SIDBI for any reason not connected with any default on the part of the Successful Tenderer or by any injunction or other order of any court of law made for any reasons not connected with any such default on the part of the successful Tenderer then and in any of the said cases the successful Tenderer shall be at liberty to terminate the contract by notice in writing to the SIDBI and he shall be entitled to recover from the SIDBI payment for all works executed and for useful materials (but not plants) purchased for the purpose of the contract and is brought to the site. In arriving at the amount of such payment, the net rates contained in the successful Tenderer's Tender shall be followed, or where the same may not apply, rates proportional to the prices therein contained. Rates for materials may be determined by the Consultant on actual vouchers produced by the successful Tenderer and/or prevailing market rates at the discretion of the Consultant. The Successful Tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Consultant has certified in writing the performance of such work and the value payable in respect thereof and the successful Tenderer shall only be entitled, to be paid the value so certified. The certificate of the Consultant shall be based on measurements taken by him or under his supervision after due notice to the successful Tenderer and shall be final and conclusive except for arithmetical errors. The successful Tenderer must remove his plant, materials, scaffolding etc. from the site within ten days or such time as may be extended by the SIDBI in writing, from the receipt of the notice from the SIDBI after which they will vest in the SIDBI who may dispose them off as per Clause 42 by sale or auction on account of and at the risk of the successful Tenderer who will have no claim for loss or compensation on this account.

Clause 39. ARBITRATION

- (a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawing, and instructions hereinbefore mentioned and so to any question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the progress of the work or after the completion or abandonment thereof but excluding disputes on material and workmanship as per Clause 16 & 17 which is binding on both parties, shall be referred to the sole arbitration of a person nominated by the Director General, SIDBI and if the former is unable or unwilling to act to the sole arbitration, of some other person appointed by the Director General, SIDBI willing to act as such arbitrator. The submission shall be deemed to

be submission to Arbitration under the meaning of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award of arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

- (b) It is agreed that the Successful Tenderer shall not delay the carrying out of the work by reasons of any reference to arbitration and shall proceed with the work with all due diligence and shall, until the decision of arbitration, abide by the decision of the Consultant duly conveyed to him.
- (c) The Arbitrator(s) may from time to time with the consent of the parties, extend the time for making and publishing the award.

Clause 40. COMPENSATION

All sums payable by way of compensation or liquidated damage under any of these conditions shall be considered as reasonable compensation to be applied to the use of SIDBI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 41. WORK ON HOLIDAYS

Successful Tenderer shall not carry out work on any Government holidays except with the permission of the Consultant. The contract period will be inclusive of such holidays.

Clause 42. WORK SUPERVISOR AND Engineer

The Successful Tenderer shall keep a qualified and experienced Engineer for supervision of works to ensure best quality work. He shall also give all necessary personal superintendence during the execution of the works and as long thereafter as the Bank and Consultant may consider necessary until the expiration of the 'Defect Liability Period' stated in Clause 19 above. The Successful Tenderer shall also during the whole time, the works are in progress, employ competent Engineer approved by the Bank and the Consultant whose qualification must conform to the requirements specified by the Bank and the Consultant. In special cases he shall be constantly in attendance of the building while the men are at work. Any directions, explanations, instruction or notices given by the Consultant to such Foreman shall be held to be given to the Successful Tenderer.

Clause 43. DISMISSAL OF WORKMEN ETC.

The Successful Tenderer shall on the request of the Consultant immediately dismiss from the works any person employed thereon who may, in the opinion of the Consultant be unsuitable or incompetent or who may in the opinion of the SIDBI or the Consultant misconduct himself and such person shall not be again employed or allowed on the works without the written permission of the Consultant and/or the SIDBI.

Clause 44. ASSIGNMENT OR SUBLETTING OR BRIBES

- (a) This contract shall not be assigned or sublet without the written approval of the SIDBI. If the Successful Tenderer shall assign or sublet this contract, or attempts to do so or become insolvent or commence insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, pre-requisite award, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Successful Tenderer, any of his servants or agents to any officer of the SIDBI or to persons who shall become in any way directly or indirectly interested in the Contract, the SIDBI may thereupon by notice in writing rescind the contract and the retention money of the Successful Tenderer shall thereupon stand forfeited and be absolutely at the disposal of the SIDBI, and the same consequences shall ensure as if the contract had been rescinded under Clause 42 thereof and (in addition) the Successful Tenderer shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.

- (b) The whole of the works including the contract shall be executed by the Successful Tenderer and he/they shall not directly or indirectly transfer or assign or underlet the contract or any part, share or interest therein nor shall he take a new partner without the written consent of the SIDBI and no subletting shall relieve the Successful Tenderer from the full and entire responsibility of the contract or from active superintendence of the works during the progress.

Clause 45. OTHER PERSONS ENGAGED BY SIDBI

The SIDBI reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract, which he may desire to have carried out by other persons, and the successful Tenderer shall allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the execution of such works except by special arrangement with the SIDBI.

Clause 46. OTHER AGENCIES AND PROVISIONAL SUMS

- (a) The Successful Tenderer is to afford all reasonable facilities to all other agencies, sub-agencies, specialists, merchants, tradesman and others who may at any time be appointed by the Consultant with the consent of the SIDBI for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the building under construction or in the compound. In case of delay in completion of his work due to other agencies' work, the Successful Tenderer shall only have a right to ask for extension of time but no other claim on this or any other account shall be entertained by the SIDBI.
- (b) If any provisional sum is included in the bill of quantities they are to be deducted wholly if not required or in part the SIDBI reserves to itself the right to appoint any agency to do the work allowed for in provisional sums and the successful Tenderer shall not have any right to claim any profits on this account.

Clause 47. LABOUR WAGES AND REGULATIONS

Notwithstanding any contained in the conditions of this contract the Successful Tenderer shall comply with the provision of the contract labour (Regulation & Abolition) Act 1970 and various rules framed thereunder by different State Government, in respect of all laborers directly or indirectly employed by the Successful Tenderer in the works through labour contracts or otherwise the Successful Tenderer shall be considered as "Principal Employer".

The Successful Tenderer agrees to grant Provident Fund benefits in accordance with Employees Provident Fund Act 1962 and Scheme thereunder to his workers. The successful Tenderer shall pay not less than "fair wages" to labor engaged by him on the work. No labour below the age of fourteen years shall be employed. The successful Tenderer shall at his own expense provide or arrange for provision of footwear for any labour doing cement mixing work.

Clause 48. INSURANCE FOR DAMAGE TO PERSONS AND PROPERTY

- (a) The Successful Tenderer shall be responsible for all injury to persons, animals or things and for all damages to property, structural and decorative, whether such injury or damage arise from carelessness or accident or in any way connected therewith. This clause shall be held to include, inter alia, any damage due to causes as aforesaid to buildings (whether immediately adjacent or otherwise) and 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 the inclemency of weather. The Successful Tenderer indemnifies the SIDBI and holds him harmless in respect of all expenses arising from such injury or damage to persons or property aforesaid and also in respect of any claim made in respect of injury or damages consequent upon such claim.

- (b) The successful Tenderer shall reinstate all damage 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 and otherwise satisfy all claims for damage as aforesaid to the property or third parties.
- (c) The Successful Tenderer also indemnifies the SIDBI against all claim which may be made upon the SIDBI during the currency of this contract by any employee or representative of an Employee of the agency, or any sub-agency, employed by him, for any injury to or loss of life or such employees, or for compensation payable under any law for the time being in force to any workman or to the representative of any deceased or incapacitated workmen.
- (d) The Successful Tenderer also indemnifies the SIDBI in respect of any costs, charges and/or expenses, including legal costs as between Solicitor and client, occurring out of any award of compensation and/or damages consequent upon such claims.
- (e) The SIDBI shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses arising or ascertaining from or in respect of any such claim and/or damages as aforesaid from any sum, or sums due to, or become due to the Successful Tenderer.

Clause 49. NOTICE

Notice for the SIDBI, the Consultant or the Successful Tenderer may be served personally or sent by registered post addressed to the office of the SIDBI or the last known place of business of the Consultant and the Successful Tenderer or in the case of the successful Tenderer also be being left on the works. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

Clause 50. APPOINTMENT OF APPRENTICES AS PER APPRENTICES ACT

The Successful Tenderer shall during the currency of the contract when called upon by the Consultant engage and also ensure engagement by sub-agencies and other employed by the successful Tenderer with the works such number of apprentices in categories mentioned below and for such periods as may be required by the Consultant. The Successful Tenderer shall train them as required under the Apprentices Act 1961 and the Rules made thereunder and shall be responsible for all obligations of the SIDBI under the said act including the liability to make payments to apprentices as required under the said Act.

The Successful Tenderer shall comply with the provision of Apprentices Act 1961 and Rules and Orders issued hereunder from time to time.

If the Successful Tenderer fails to do so, his failure will be deemed to be a breach of contract and the SIDBI reserves the right to cancel the contract. The Successful Tenderer also shall be liable to any pecuniary liability arising on account of any violation by him of the provisions of the Act.

Clause 51. Confidentiality

I. The contractor will be exposed by virtue of the contracted activities of internal business information of Bank, affiliates, and / or business partners. Disclosures of receipt of this tender or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the consultant, premature termination of the contract, or legal action against the vendors for breach of trust.

II. In case the selected contractor acts is extending similar services to multiple customers, contractor shall take

care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this tender and subsequent purchase order.

III. The contractor shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

IV. The contractor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

V. The selected vendor shall submit a non-disclosure agreement as per Annexure -I on non-judicial stamp paper of appropriate value.

TECHNICAL SPECIFICATION AND CONDITIONS

I. GENERAL:

The system design, basis of design, estimated requirements and other relevant data are outlined in this section.

II. SCOPE OF WORK:

The Public address system(PAS) will be installed and Commissioned in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai. The purchase order for the entire scope of work will be awarded to a single firm to ensure dependability and uniformity in quality.

Design, supply, installation and commissioning of PAS. The installation will be done as per the applicable codes and standards. Training of purchaser's manpower to operate and maintain the system, Supply of full documentation covering design, installation, operation and maintenance aspects, technical details of bought out components, as-built drawings & device charts of the system and tests carried out during commissioning. Three years onsite comprehensive warranty and Maintenance of the system after expiry of warranty period as per the mutually agreed terms and conditions.

Scope includes testing and commissioning of all items installed by contractor. Contractor has to carry out all works as per respective NFPA & IS standards. All required tools & tackles, testing kits, measuring instruments, safety equipment's shall be provided by contractor with skilled manpower required.

Vendor should consider all required Liasoning work related to Public address system with State / Municipal authorities for getting Fire NOC.

a) CIVIL WORKS:

b) GENERAL:

Contractor has to carry out all works as per respective NFPA & IS standards. All required tools & tackles, testing kits, measuring instruments, safety equipment's shall be provided by contractor with skilled manpower required.

III. PRICE:

The quoted price shall include Design, Supply, Installation, testing and commissioning, commissioning & handing over of the equipment's at above site.

The prices shall include all material, packing, crating, insurance, freight, handling, sales tax, work contract tax, exercise duty, octroi, labor, tools, tackles, lifts, leads and all other charges except GST if any for the equipment at the above site.

IV. SCHEDULE & MANNER OF OPERATION

The work shall be completed within the period of 8 weeks. Time being essence of this contract, the contractor shall make available all labour and material in adequate quantities as and when required, expedite and schedule the work as required and also manage the operation in such a manner that the work will be completed within the stipulated time as per the contract.

In addition to providing a detailed time and progress schedule, the contractor shall submit the plan of action to meet the specified dead line for project completion to the Bank and consultant and also prepare and submit a bar chart in consultation with Bank and consultant and shall strictly adhere to the same. If the contractor fails to meet the time line as per the bar chart agreed by the contractor than the Bank and Consultant has the right to depute other agencies at his own risk and cost. The contractor shall be responsible to handover the system to the owner with complete satisfaction.

V. PERFORMANCE BOND CONTRACT:

The contract shall be performance bond contract and therefore the Contractor shall make their independent checks for heat loads, selection of equipment's and allied works thereof and shall be fully responsible for the conditions as per design criteria.

VI. DRAWING / DESIGN APPROVAL:

The contractor shall prepare and furnish all relevant shop drawings along with the sections after inspection at the site. for approval to the Bank and consultant. The execution work shall commence only after the shop drawings/design are approved by the Bank and Consultant and also responsible for the fitment of equipment and accessories. The contractor will submit shop drawing/ design to the Bank and Consultant, within 07 DAYS after getting work order.

The list of shop drawings shall be as follows:

- a. Detail plans for complete area.
- b. Electrical panel and control scheme.
- f. Any other detailed drawing required for the system.
- g. Control cabling detail along with sizes.
- i. Power cable sizes and earthing wire sizes.

POST COMPLETION HANDING OVER DOCUMENTS:

Contractor's scope of work also covers post completion handing over documents, which will cover.

- a) Design of system and As Built Drawings.
- b) Installation & maintenance manuals of all equipment.
- c) Test & warranty certificates of all bought out items.
- d) Test & Commissioning certificates for all installations.
- e) Statutory documents required for record.
- f) Testing & commissioning Documents in standard forms.
- g) Bill of Material

VII. GUARANTEE :

The contractor shall guarantee the equipment against all defects of materials and workmanship for the period of twelve months from the date of commissioning & handing-over of the equipment to the owner as certified by the Bank and Consultant. However, compressor will have the warranty of five years. Any defects arising during the guarantee period shall be rectified and made good by the vendor at his own risk & cost to the satisfaction owner.

VIII. INSPECTION:

Routine performance testing of equipment shall be carried out at works in the presence of the Bank and Consultant.

IX. SUPERVISION

Contractor shall depute their team of engineer for the supervision of installation, testing, commissioning & handling over at site of work.

X. SECURITY

The contractor is responsible for all the equipment's, piping, wiring and all related accessories till the time of handing over to the customer.

XI. TEST

The contractor will perform summer and monsoon and winter test and confirm the performance of units as specified in the design data.

XII. MAINTANENCE

The contractor will provide sufficient no. of service/ operator team on days the SYSTEM is running (available 12 hours) along with the service spares during the guarantee (defect) period at site. However, any defects, including drain, arising during warranty period will be attended within 24 hours.

XIII. CIVIL WORK

- 1) Major Civil works is excluded from the scope however necessary excavations if required, making, closing of cut-outs in the wall, necessary supports and grouting, drilling etc are included in the scope.
- 2) All Civil works like chasing & making good the chases making pockets for grouting
- 3) Fabrication and fixing of supports, frames etc. are included in the scope.

Technical Specification

The Bank intended to install new Public Address (PA) System by removing the old PA system in its Main office building, Bengaluru. The work has to be done with the new wiring arrangement at most of the places in a preoccupied building. The extent of the work shown and specified hereunder is defined to include all labour, materials, equipment, and supervision required for the design, fabrication, supply, installation, testing and commissioning of the complete Public Address (PA) system, its distribution and subsequent upkeep and maintenance as defined under succeeding paragraphs. **The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before quoting the rate in tender Part II.**

The PA system is intended for evacuation / PA system having facility to run music and prerecorded message (from USB / SD card). The system should have the facility to integrate with Fire alarm system and EPABX for annunciation. The system should have amplifier at least 2000 / 2500 watts in single or cascading. All announcements should meet the target criterion of speech intelligibility with presided by a pleasant chime. The contractor should integrate the system taking into consideration the acoustics of building, geometry of space and other technical specifications and functional requirements given in the tender. The system should be capable of delivering distortion free audio output and intelligibility meeting the target criterion.

7.2 Master Controller cum amplifier/ Distribution amplifiers/Standby amplifiers:

The office building should be divided initially in to 10 zones but there should be a provision to increase the number of zones and more announcing stations, if required.

- Zone 1: Basement Floor
Zone 2-10: Ground to 8th Floor

In the above zone announcement could be made either individually or to all zones or simultaneously. Suitable marking should be provided in the announcement consoles for identifying the zones. By selection, the user should be able to transmit announcement to particular zone (floor / location) in the building. Provision for Auto healthy or failure status indicator for each zone / amplifier. Facility for switching ON and OFF the music from the equipment rack to be given.

The main function of the amplifier is to amplification of audio signals for the loudspeakers. It shall be possible to select the output voltages of 70 or 100V. The power amplifiers are provided with a LCD/LED display for fault monitoring and status display. The amplifier should be either single or dual channel amplifier as per the requirement of zone.

The system should allow an undistorted speech reproduction of 75dB (peak up to 97dB) SPL at listening level. The system should also provide uniform coverage within +/- 3dB for the entire area of the terminal for the octave band 250Hz to 8 KHz. The frequency response of the PA system should be 125 Hz to 12.5 KHz +/- 1dB.

The system should have amplifier monitoring and changeover facility, which monitors the status of zone/distribution amplifiers. The circuit automatically allows standby amplifier to take over speakers load within 02 seconds, soon after failure detection. The circuit should also alert the failure sign of the respective amplifier in RED colour LED.

Normal and MP3 compressed pre-recorded audio files play back with track display. Programmable timer functions for light music play back. This function should allow user to programme ON and OFF timings for music or pre-recorded message play back. This feature allows switch ON system rack and select the USB player automatically to play audio content and go OFF automatically as per the programme schedule.

7.3 Speakers:

7.3.1 Wall mount speakers: The speakers should be two-way full band width audio range wall mount speakers. Stylish and compact wall mount speaker enclosures of wide angle 120 deg. horizontal and 80 deg. vertical dispersion for open office area.

7.3.2 Ceiling mount speakers: Ceiling mount speakers for closed cabins with sound level attenuator for adjusting required volume level or turn off the speaker in case. Suitable for speech and music reproduction. Flush mounting in ceiling cavity using metal spring mounting arrangement. With variable wattage tapings of 12/9/6 Watts and with a sound pressure level of 99dB/91dB at 6W/1W (1KHz, 1m) with opening angle at 160deg to 55deg operating at rated voltage of 100V line.

7.4 Manual Paging Microphone:

Microphone interface for manual paging. This feature allow the user to page his message through microphone provided in the control room console. For announcement purpose microphones should be provided to ensure maximum isolation from the ambient noise so that the system delivers highly intelligible announcements and paging

7.5 Equipment Rack:

The equipment rack containing control equipment's, distribution system, amplifiers etc., should be installed at the designated room (Ground Floor / Second Floor). The racks and panels should be factory finished with uniform powder coated over phosphatized MS sheet. Top and bottom cover with suitable no. of cutouts for cable entry 1.5mm thick sheet. All cutouts blanked with plastic caps. Rack should have power panel at its bottom for distribution of AC power to various units. The panel should also be equipped with an MCB for manual and switching off under electrical short

circuits and overload conditions. Digital display for incoming voltage monitoring and one ammeter is to be provided for continuous monitoring of the current drawn by the entire system. Each rack should be provided with cooling fans of 230V AC, 90 cfm for better ventilation. The panels of the rack should be in the form of well-ventilated hinged doors with an ergo form handle with lock insert key lock type arrangement. All the inputs, outputs, interconnects, test points shall be accessible at the front and rear of the equipment rack for testing and maintenance. Each item of equipment shall be readily removable from the rack without disturbing other items and/or connections. Considering the energy saving, the system rack to be powered only during manual messaging or automated messaging, thus saving power consumption.

7.6 General requirements:

(a) All system components shall be monitored including and not limited to messages, amplifiers, back up amplifiers, speaker circuits, paging microphone, 230 V AC line. Each amplifier/line circuit shall be monitored individually and shall report any faults back to the master controller unit.

(b) The system should support minimum three announcement consoles and also multiple remote announcement stations as may be required by the Bank.

(c) In the equipment/console room, all cables and wires should be terminated in the main junction box and should be clearly marked with cable ferrules. The system design should be such that it allows for future expansion at low cost. The system should be modular for ease of maintenance.

(d) The system should have provision to avoid echo during announcement a suitable **feedback suppressor** and audio processor should be used in the system integration as may be required depending on the analogue or digital interface. Amplifiers to give distortion free announcements with minimum 6dB headroom.

(e) The vendor has to provide active stand by power amplifier in case of failure of distribution amplifier.

(f) The system should have a provision for playing continuous soft background music round the clock in all the floors of the building with music level of 55-60dB max value should be maintained. For inviting attention of announcement a pleasing chime should precede every announcement. The music should be cut off during the announcements.

(g) The equipment's must be able to operate continuously and satisfactorily, without deterioration in performance, safety and reliability at temperatures 0 deg to 55 deg centigrade ambient. The level of PA announcement should be uniform at listening level of an adult person (1.2 Mtr from the floor). The loudness level should be 16dB to 20dB above the ambient noise for clear and intelligible speech. The measured speech intelligibility STI (Speech Transmission Index) should be minimum 0.5 or more in all the floors/areas where the announcements are made.

(h) The music system shall have the facility of CD/DVD player/USB/Blue-Ray and support the latest MP3/MP4/WMA/AV1/WMV/DivX etc. format for playing instrumental music through

(i) The system integration should take in to consideration the height of the ceiling at various places critical distance and directivity factor of speaker system. Reverberation time of each zone in the terminal should be measured and the Electro acoustical adjustments should be carried out to achieve the target criterion as mentioned in the tender where announcements are made.



(j) The system shall meet the standards of BS EN54-32 and EN 60849 and other relevant national and international standards for evacuation/PA system.

Place:

Date:

Seal and signature of the Contractor

List of Approved Makes

The Tenderers shall indicate against each item of equipment the make or manufacturer's name from whom the equipment will be procured. The make of equipment shall be from among those mentioned in the list below. However, any material carrying valid ISI marking and confirming to the latest IS standards and similar in specifications and cost shall be considered equivalent and shall be allowed based at discretion of the Bank.

S.No	Description of material	Approved Makes
1.	Main voice controller	Bosch/QSC/Sennheiser/Honeywell
2.	Amplifier (Main and Standby)	Bosch/QSC/Sennheiser/Honeywell
3.	Ceiling speakers	Bosch/QSC/Sennheiser/Honeywell
4.	Wall mount speakers	Bosch/QSC/Sennheiser/Honeywell
5.	Remote paging digital microphone (Gooseneck type)	Bosch/QSC/Sennheiser/Honeywell
6.	CD/DVD player	Sony/Samsung or as approved by Bank
7.	Shielded speaker cable 2X1.5 Sqmm	Finolex / Polycab / CCI / Gloster / Universal
8.	MCBs / RCCBs / ELCBs	Legrand / L&T / Siemens / Hager / Schneider
9.	PVC conduits Heavy duty 20mm (FRLS/FRLSH)	Precision / Modi / Prestoplast / Sintex / AKG
10.	Cables (FRLS/FRLSH)	Finolex / Polycab / CCI / Gloster / Universal
11.	Mounting Rack	Rittal/ Godrej/ Dell/IBM/ APC Schneider/WQ/ Nt / Valrack
12.	Glands	Siemens / Dowells / Braco / Comet

Signature of Authorized Signatory: _____

8. SPECIAL CONDITION OF CONTRACT

- I. The above said work is shall be carried out in working office area, so there are very important things need to be done daily
 - a. Housekeeping work – Putting plastic cover on all over existing furniture, systems to avoid dust going and damage the same.
 - b. Cleaning up all construction material and making good the floor for next day for working staff.
 - c. Works shall be carried out in Night times during SIDBI working days, on holiday of SIDBI work shall be done day and Night.
 - d. Contractor to move all working equipment's, remaining material of contractor in specified area given by SIDBI, the place may change as work going on floor.
 - e. Contractor to Give Daily schedule of work.
 - f. Contractor need to take all required permission for area Clearance for carry out Public address system work.
 - g. Contractor to provide Bar chart of all Activity Done in One Month Time same will be repeated till Project Timeline also complete bar chart at the start of work.
- II. Removing of Light, CCTV cameras, Speakers during removing of false ceiling and gain installing new or making them good as before on same location or new location, to make them workable to do so, required cable, wire, accessories is in **third party contractors** scope appointed by SIDBI.
- III. Contractor to give offer inclusive of CAMC cost after initial warranty/DLP of 1 year period. The warranty & AMC will be comprehensive and all cost of repairs / replacement of parts, accessories, etc. will be borne by the successful tenderer. The CAMC payments will be released six monthly after successful completion of the period on submission of Reports and Invoices . Comprehensive AMC includes
 - I. Monthly Servicing and maintenance of entire public address system including all equipment and parts,
 - II. Repairing and replacement of any parts/devices/equipment etc of Public Address System..
 - III. The above list is only indicative and agency has to carry out complete preventive and Corrective maintenance to keep the system in the good working condition.
 - IV. All new and existing Devices & equipments which are part of Public Address System.

(Note: The Estimated cost mentioned above is exclusive of CAMC Cost).

- IV. Insurance for Every working person must be cover by contractor any liability is not in SIDBI scope, insurance copy needs to be submitted along with Technical BID.
- V. Personal Safety Practice that includes Shoes, Helmet, hand gloves, sunglass, jacket etc. should be followed as per CPWD guidelines during the working hours. Safety Practice details need to be submitted along with Tender.
- VI. All FAS Equipment's & estimated items must be Brand New.

9. Scope of work during Guarantee and Annual maintenance contract period:

Signature of Authorized Signatory: _____

The equipment supplied shall be guaranteed against all types of defects in warranty/DLP period of One Year from the date of handing over of the public address System to the Bank. Upon successful completion of defect liability period the system will be put under Comprehensive Annual Maintenance Contract which will cover all cost of repairs / replacement of parts, accessories, etc. will be borne by the successful tenderer. The CAMC payments will be released six Monthly after successful completion of the period .

The scope during the DLP and AMC will be as follows:

- (a) Any defect(s) in the system/sub-assemblies, found within the guarantee period and the annual maintenance contract period shall be rectified / replaced by the tenderer without any additional cost including replacement of Devices, all spare parts and loop wiring and labour involved etc. the rates quoted should include all such factors.
- (b) Servicing and maintenance of all Public Address Devices and equipments ,
- (c) Repairing and replacement of any parts/devices/ equipments etc .
- (d) Periodical (Monthly/Quarterly, Yearly) servicing etc.The above list is only indicative and agency has to carry out complete preventive and Corrective maintenance to keep the system in the good working condition. Cleaning of all Devices and equipments every Six Months.
- (e) **Issue of Certificates regarding Proper functioning of System or Certificate as per the Statutory Requirement if any.**

The tenderers shall also quote their charges separately for Annual maintenance service contract after expiry of three-year guarantee period.

The payment shall be made on half yearly basis on rendering satisfactory service.

The service contract rate shall also take into account all the cost, including travel cost from the nearest service station, cost of spares etc.

During Guarantee and AMC period the system will be inspected and checked by deputing a competent, trained service engineer on quarterly basis .

Critical area viz server rooms/UPS rooms/CCTV room etc should be invariably included and checked during the regular visits.

Suitable log register indicating faults, rectification done with date & time of breakdown should be maintained and got signed from the security/Fire officer.

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Bank will not provide any assistance in the form of men/material during the currency of the guarantee and service contract.

The tenderers will have to make their own arrangements for deputing a helper to skilled personnel including all necessary spares for rectification of the defects reported/observed.

This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied as under:

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	12 hours	Rs. 1000/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	24 hours	Rs.200/- per day subject to maximum of 25% of the prevailing CAMC charges on a) & b)

Signature of Authorized Signatory: _____

Details of the Bidders

Annexure – 1: (Refer Eligibility Criteria, page 11)

No	Description	Particulars
1	Name of the Bidder	
2	Nature of Bidder (Pvt Ltd or Public Ltd Co/ Partnership firm etc.) (Attach attested copy of Certificate of Incorporation/ Partnership Deed)	
3	Registration No/ Trade License, (if any attach copy)	
3A	Whether OEM or authorized dealer of OEM (Please mention Brand / name of OEM) In case of authorized dealer, please enclose certificate/letter from OEM Or Maharashtra Fire License Holder Agency (Enclose Certificate)	OEM / Authorized Dealer of Brand / Maharashtra Fire License Holder Agency Name -----
4	Registered Office Address	
5	Address for Communication	
6	Contract person Name Designation	

Signature of Authorized Signatory: _____



7	Telephone No	
8	Email ID Website	
9	PAN No. (attach copy)	
10	GST No. (attach copy)	
11	Annual Turnover (attach audit reports) 2017 -18 2018 -19 2019 -20 (Average annual financial turnover combined for the last three years not less than Rs. 51 lakh)	
12	Profit Loss during Financial Years (attach audit reports) 2017 -18 2018 -19 2019 -20 (Agency to be in profit, at least in one financial year during the last three financial years)	
13	Earnest Money Deposit Details	Demand Draft No.: Name of The Bank Date:

(Signature of the Bidder)
Designation, Seal

Signature of Authorized Signatory: _____

Annexure – 2:

Past Purchase Orders Details of the Purchase Orders (Public address systemwork) executed during the last three years

(The Contractors should have satisfactorily executed One Work of PUBLIC ADDRESS SYSTEM for Reputed Private/government institution costing at least **Rs. 13.60 lakh**.

Or

Two Works of Public address system costing at least **Rs. 8.50 lakh** each, in last 3 years (ending with the last date for receipt of applications). (Give details in the enclosed format along with Copy of Purchase Orders.)

Sr. No	Order Number and date	Items	Value	Name of Organization	Contact Person Name and Designation	Contact Details with E-mail	Date of Completion

Enclose copy of purchase order (Signature of the Bidder)

Signature of Authorized Signatory: _____



Annexure – 3:

Declaration Regarding Experience

To,
The General Manager,
Administration and Premises Vertical,
Swavalamban Bhavan, C-11,
G Block, Bandra Kurla Complex,
Bandra East, Mumbai, Maharashtra 400051

Public address system Works including Design, Supply, Installation, testing and commissioning etc. in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051.

Dear Sir,

I have e carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that we are OEM / authorized dealer for _____ make for Public address system Equipment's firm has more than five years of experience in supplying and installing based Public address system Equipment's to Central/State Govt. Departments/ PSUs/Banks/reputed establishments.

(Signature of the Bidder)

Designation, Seal

Date:

Signature of Authorized Signatory: _____

Annexure – 4:**Declaration Regarding Clean Track by Bidder**

To,
The General Manager,
Administration and Premises Vertical,
Swavalamban Bhavan, C-11,
G Block, Bandra Kurla Complex,
Bandra East, Mumbai, Maharashtra 400051

Public address system Works including Design, Supply, Installation, testing and commissioning etc. in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051.

Dear Sir,

I've carefully gone through the Terms & Conditions contained in the above referred tender. I hereby declare that my company / firm is not currently debarred / blacklisted by any Government / Semi Government Organization s / Institutions in India or abroad. I further certify that I'm competent officer in my company / firm to make this declaration.

Or

I declare the following:

S. No	Country in which the company is debarred /blacklisted / case is pending	Blacklisted / debarred by Government / Semi Government/Organizations /Institutions	Reason	Since when and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully (Signature of the Bidder)

Designation, Seal

Date:

Signature of Authorized Signatory: _____

Annexure – 5:
Declaration for Acceptance of Terms and Conditions

To,
The General Manager,
Administration and Premises Vertical,
Swavalamban Bhavan, C-11,
G Block, Bandra Kurla Complex,
Bandra East, Mumbai, Maharashtra 400051

Public address system Works including Design, Supply, Installation, testing and commissioning etc. in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051.

Dear Sir,

I've carefully gone through the Terms & Conditions as mentioned in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully, (Signature
of the Bidder)

Designation, Seal

Date:

Signature of Authorized Signatory: _____

(Format for Declarations & Undertaking to be typed on bidder agency's letterhead and to be submitted in Volume –I (TECHNICAL ENVELOPE) of the Tender document)

DECLARATION -1

This is to certify that neither I/we/any of us/is in anyway related to any employee in the SIDBI, or any of its constituent units.

Date:

(Signature of the tenderer)

with company seal/rubber stamp

Place:

DECLARATION -2

I/We hereby declare that I/we have not quoted any extra condition along with the Part-II (FINANCIAL ENVELOPE) of the Tender.

Date:

(Signature of the tenderer)

with company seal/rubber stamp

Place:

UNDERTAKING

This is to certify that I/we have carefully gone through the drawings/specifications, etc. given in the Tender document & have clearly understood the site working conditions, time schedule given and have accordingly quoted my balanced rates after going through all details.

I/we hereby give an undertaking that I/we shall carryout the work strictly as per the given specifications and shall complete the same within the stipulated time frame.

I/We also undertake that the physical EMD instrument shall be deposited by me/us with the office of SIDBI, Mumbai inviting the Tender before the bid opening date otherwise the SIDBI, Mumbai inviting the Tender may reject the bid and also take action to withdraw my/our enlistment or debar me/us from further tendering in SIDBI or its constituent units.

Signature of Authorized Signatory: _____

CONTRACT AGREEMENT**Public address system Works including Design, Supply, Installation, testing and commissioning etc. in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051**

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

Small Industries Development Bank of India, a corporation established by Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Office at SIDB, Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 40005115, (hereinafter referred to as "SIDBI", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assignees) of the SECOND PART.

Whereas SIDBI is desirous of undertaking the Interior/Renovation FAS works of SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 and has accepted the tender offer dated furnished by the contractor & the contractor has agreed to perform the services as set out and subject to the terms & conditions set forth in the said documents mentioned herein under

THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and constructed as part of this agreement viz,

a) Notice inviting Tender

b) The Tender Document comprising Tender Notice, instruction to tenderers, General Conditions of the Contract, Appendix 1 toto General Conditions of Contract, Special Conditions of Contract, Technical Specifications (Schedules A,), Notes to Schedule of quantities, preferred makes of materials, Schedule of quantities for Public address system, Civil, Plumbing, Sanitary, Interior & Electrical works, Tender Drawings /Sketches.

Signature of Authorized Signatory: _____

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

d) Corrigendum(s) to tender.

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

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

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

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

For & on behalf of the
SIDBI with seal

For & on behalf of
Contractor with seal

Signature of Authorized Signatory: _____

INDEMNITY BOND**Public address system work in SIDBI Office at BKC, Mumbai**

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

Now this Deed Witnessed that in pursuance of the contract agreement dt.....and in consideration of SIDBI having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect of SIDBI office situated at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 and referred to above,

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

Signature of Contractor With seal

Witness:

- 1.
- 2.

Signature of Authorized Signatory: _____

Non-Disclosure Agreement

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the CONTRACTOR, which expression shall include its successor and permitted assignees) are agreeable to execute “**Design, Supply, Installation, Testing and Commissioning of Public address System in SIDBI Office at Swavalamban Bhavan, C-11, G Block, Bandra Kurla Complex, Bandra East, Mumbai**” as per scope defined in the **Request for Proposal (RfP) No: _____ dated _____** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter referred to as the BANK) and, WHEREAS, the CONTRACTOR understands that the information regarding the Bank’s Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the CONTRACTOR understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the CONTRACTOR may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the CONTRACTOR agrees to all of the following conditions, in order to induce the BANK to grant the CONTRACTOR specific access to the BANK’s property/information, etc.;

The CONTRACTOR will not publish or disclose to others, nor, use in any services that the CONTRACTOR performs for others, any confidential or proprietary information belonging to the BANK, unless the CONTRACTOR has first obtained the BANK’s written authorisation to do so;

The CONTRACTOR agrees that information and other data shared by the BANK or, prepared or produced by the CONTRACTOR for the purpose of submitting the offer to the BANK in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK;

If a court finds any provision of this agreement invalid or un-enforceable, the remainder of this agreement shall be interpreted so as best to affect the intent of the parties.

The CONTRACTOR shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the CONTRACTOR for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any

Signature of Authorized Signatory: _____

employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Signature of Authorized Signatory: _____

Document Submission Checklist

<u>S. No.</u>	<u>Document</u>	<u>Reference</u>	<u>Submitted (Yes/No)</u>
1.	Tender Document duly Filled and Signed- Technical (In sealed Envelope-1)	Technical Bid Document	
2.	Tender Document duly Filled and Signed- Commercial (In sealed Envelope-2)	Commercial Bid document	
3.	FORMAT OF COVERING LETTER FOR SUBMISSION OF TENDER (To be submitted in the letter head of the firm)	Technical Bid Document, Page-9	
4.	OFFER LETTER FROM THE TENDERER TO SIDBI (To be submitted on the letter head of the firm)	Technical Bid Document, Page-10	
5.	Annexure – 1 Details of the Bidders	Technical Bid Document, Page-42	
6.	Annexure – 2 Past Purchase Orders Details of the Purchase Orders (Public address system work) executed during the last three years	Technical Bid Document, Page-44	
	Annexure – 3 Declaration Regarding Experience	Technical Bid Document, Page-45	
7.	Annexure – 4: Declaration Regarding Clean Track by Bidder	Technical Bid Document, Page-46	
8.	Annexure – 5: Declaration for Acceptance of Terms and Conditions	Technical Bid Document, Page-47	
9.	DECLARATION -1 DECLARATION -2 Undertaking	Technical Bid Document, Page-48	
10.	CONTRACT AGREEMENT	Technical Bid Document, Page-49	
11.	INDEMNITY BOND	Technical Bid Document, Page-51	
12.	Non-Disclosure Agreement	Technical Bid Document, Page-52	
13.	Document Submission Checklist	Technical Bid Document, Page-54	

Signature of Authorized Signatory: _____