

**TENDER DOCUMENT FOR INTERIOR WORK OF  
“SIDBI OFFICE PREMISES”  
AT JEEVAN NIDHI, AMBEDKAR CIRCLE,  
JAIPUR, RAJASTHAN**

- DATE OF SUBMISSION : 20.06.2013 UPTO 3:30 PM
- DATE OF OPENING : 20.06.2013 UPTO 4:00 PM
- DATE OF PREBID MEETING: 13.06.2013 AT 3:00 PM

NAME OF THE FIRM : .....

ADDRESS OF FIRM : .....  
.....  
.....

**TENDER FEE DRAFT DETAIL**  
**(TO BE FILLED BY CONTRACTOR)**

Draft Amount .....,  
Bank's Name .....,  
Bank Draft No. ....,  
Dated .....,  
Place : .....

**EARNEST MONEY DRAFT DETAIL**  
**(TO BE FILLED BY CONTRACTOR)**

Draft Amount .....,  
Bank's Name .....,  
Bank Draft No. ....,  
Dated .....,  
Place : .....

**NOTE:- THIS TENDER DOCUMENT IS MEANT ONLY FOR PREQUALIFIED CONTRACTORS FOR THIS WORK.**

PART-A

GENERAL TERMS & CONDITIONS

FOR

INTERIOR WORKS

OF

“SIDBI OFFICE PREMISES”

AT JEEVAN NIDHI, AMBEDKAR CIRCLE,

JAIPUR, RAJASTHAN

**For-**  
**DGM /Branch Incharge**  
1st Floor, Umrao Complex,  
Sansar Chandra Road,  
Jaipur-302001  
Ph.No.0141-5119426-437

**Rekha Nemani**  
Architects & Interior Designers  
C-40, Dev Nagar,  
Tonk Road, Jaipur- 302018  
Ph : 0141 2708402  
Email : rn.rekha@rediffmail.com  
Mobile – 09829012022  
**Tender fee Rs.2,000/- (non  
refundable)**

**SECTION – 1**  
**NOTICE OF INVITATION TO TENDER**

Sealed tenders on item rate basis are invited from **prequalified Interior contractors**, for the interior work of SIDBI office premises at Jaipur. Tender documents may be directly downloaded from the bank's web site **www.sidbi.in** or the website of central public procurement portal, or can be collected from the architects on payment of the tender fee of Rs.2,000/- (non refundable). If the tenders are downloaded from the website, the tender fee in the form of Demand draft in name of "Rekha Nemani" payable at Jaipur, is to be submitted as per the details given below.

**1.0 Submission of Tender**

**1.1** The tenders are to be submitted in Two separate envelopes each sealed and clearly identified as to envelope number and contents as indicated below. All the two envelopes shall be contained in a large envelope super scribed "Tender for interior work of SIDBI office premises at Jaipur". Each tenderer will be issued one set of tender documents. Tenderers have to return all the documents and drawings issued to them while submission of their tender duly stamped and signed as per instructions.

**1.1.1 Envelope No.1**

The Envelope No.1 shall contain Two separate Demand Drafts, one towards cost of tender (if downloaded from websites) and other towards EMD as stipulated.

**1.1. Envelope No.2**

Envelope No.2 shall contain all tender documents and drawings, tender specifications each page and correction duly signed by Tenderers including tender form dully filled in, complete details and description including all data are to be supplied by tenderers specified in the information and instructions to Tenderers.

This envelope shall be super scribed "Envelope 2:- Tender documents for interior work of SIDBI office premises at Jaipur

**1.2** Sealed tenders as above will be received at the Office of DGM, SIDBI, JAIPUR Branch Office up to 3.30 PM, on last date indicated. Sealed offers will be opened on the same day at 4.00PM.

**1.3** Tenders received late on account of any reason whatsoever and telegraphic tenders may not be entertained.

**1.4** The earnest money deposited by demand draft must accompany each tender and the tenders not accompanied by the earnest money deposited by demand draft are liable to be rejected as NON-RESPONSIVE.

**1.5** The tender shall be valid for a period of not less than 90 days after the date of opening of envelop No. 2.

**1.6** For any further information on the tender, the Office of DGM, SIDBI Jaipur Branch Office, may be contacted.

**1.7** 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 reasons whatsoever.

SIGNATURE OF COMPETENT AUTHORITY  
DGM, SIDBI, Jaipur Branch Office.

**SECTION-II**  
**INSTRUCTIONS FOR TENDERERS**

**2.0** The details of work to be carried out and its scope are given in the specifications and bill of Quantities of these documents which also indicate a brief description of the Project where work is to be executed. The Tenderers are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

**2.1** The Tenderers, in their own interest, are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.

**a)** Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.

**b)** Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.

**c)** Ground condition including those having bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;

**d)** Source and extent of availability of suitable materials including water etc. and labour (skilled and unskilled) required for work and laws and Regulations governing their use and employment;

**e)** The type of equipment and facilities needed preliminary for and in the performance of the work and for successful completion of work.

**f)** All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

**2.2** The tenderers should note that the information, if any, in regard to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not warranted to be complete.

**2.3** The tenderers should note and bear in mind that the Bank shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge as aforesaid on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Bank.

**2.4** Immediately on receipt of the Tender Documents from the Bank but at least seven days prior to the date fixed for opening of Envelope No. 1 & 2 of Tender, the Tenderer may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the Bank reserves the right to issue addendum(s) or amendment(s) to any condition/specifications/schedules to all Tenderers before the date of submission by calling a pre-bid meeting or by way of letters, if any. The addendums will also be posted on the Bank's website and interested agencies are required to see the same before submitting their offers. Tenders submitted by the tenderers shall be deemed to cover the effect of such addendum(s)/amendment(s) issued and such addendum(s)/amendment(s) duly signed by the tenderers shall be submitted along with the tenders.

**2.5** The tender should be submitted in the prescribed form and the same should be signed as laid down here under;

**a)** If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with his current business address.

**b)** If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.

**c)** If the tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm by signing the tender in which case a

## TENDER DOCUMENT SIDBI, JAIPUR

certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.

**d)** If the tender is submitted by a Limited company, or a Limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender. Such Limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

**e)** If the tender is submitted by a group of firms, the sponsoring firms shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of the firms for tendering and for completion of the contract of the contract document. The full information and satisfactory evidence pertaining to the participation of each members of the group of firm in the tender shall be furnished along with the tender.

**f)** All witnesses and sureties (if any) shall be persons of status and their full names, occupations and address shall be stated below their signatures. All signatures affixed on each page in the tender will be dated.

**2.6** The tenderer shall furnish with his tender:

**a)** Construction schedule showing all activities of work in details and in the form of Bar Chart proposed to be completed within the stipulated period duly signed as token of acceptance.

**b)** Details of plant, equipment and Machinery immediately available with the tenderer for deployment on the work.

**c)** Detail of Technical and supervisory personnel already employed by tenderer which he proposes to utilize for this work and such other personnel which he proposes to employ further for this work.

**d)** Relevant information on the capacity, financial resources and experience about himself.

**2.7** The earnest money deposit without any interest will be returned to the unsuccessful tenderers only after validity period/award of work.

**2.8** The Bank or its duly authorized representative will open the tenders in the presence of tenderers who may choose to be present at the time. If any of the tenderer or his agent is not present at the time of opening of tender, the Bank or its duly authorized representative will, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender under his signatures. Such a statement shall then be binding on the absentee tenderer.

**2.9** Tenders, which should always be placed in sealed covers, with the name of the project written on the envelopes will be received at the office of DGM , SIDBI Jaipur branch upto 3.30 p.m. on last date fixed for the receipt of the tenders and will be opened in his office at 4.00 p.m. on the same day.

**2.10** The time allowed for the carrying out of the work will be as mentioned in appendix to tender.

**2.11** The tenderers should quote for all the items of work as given in the bill of quantities. The rates shall be written in both the words and in figures. Tenderer shall also show cost of each item, total of each subhead and, the Grand total of the whole contract. Corrections, if any, shall be made by crossing out, initialing dating and rewriting.

**2.12** While a contractor signs a tender in an Indian language the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates and the amount tendered should be attested by a witness.

**2.13** Tenders can be directly downloaded from the Bank's Website [www.sidbi.in](http://www.sidbi.in) or the website of central public procurement portal.

## TENDER DOCUMENT SIDBI, JAIPUR

**2.14** Earnest money in the form of Bank Draft drawn in favour of " SIDBI " payable at Jaipur must accompany each tender and each tender is to be in a sealed cover super scribed the name of work, and addressed to the office of DGM , SIDBI JAIPUR Branch.

**2.15** The contractor whose tender is accepted will be required to furnish by way of security deposit 2% of the accepted contract amount including earnest money for the due fulfillment of his contract. The Security Deposit shall be collected as detailed in General conditions of contract clause no. 5.12.

**2.16** The acceptance of a tender will rest with the SIDBI, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

**2.17** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

**2.18** All item rates shall be quoted on the proper form of the tender alone.

**2.19** An item rate tender containing percentage below/above will be summarily rejected.

**2.20** On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architect shall be communicated to the Employer/Architect.

**2.21** Special care should be taken to write in figures as well as in words and the amounts in figure only, in such a way that interpretation is not possible. The total amount should be written both in figures and words. In case of figures, the word 'Rs' should be written before, the figure of Rupees and words 'p' after the decimal figures, e.g. Rs 2.15 p and in case words, the word 'Rupees' should precede and the word paise should be written at the end, unless the rate is in whole rupees and followed by the words 'only', it should invariably be upto two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

**2.22 (a)** The Bank does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of a tender and the tenderer shall be bound to perform the same at the rate quoted.

**(b)** The Bank reserves the right to accept the tender in full or in parts and that the tenderer shall have no claim for revision of rates or other conditions if the tender is accepted in parts.

**2.23** The contractor shall give a list of his relatives working with the Bank along with their designations and addresses.

**2.24** No employee of the Bank is allowed to work under or as a contractor for a period of two years after his retirement from Bank services, without the previous permission of the Bank. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.

**2.25** The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit Earnest Money paid along with the tender. The Earnest Money Deposit of the tenderer whose tender is accepted shall be forfeited in full in case he does not remit the initial security deposits within the stipulated period or start the work by the stipulated date mentioned in the award letter.

**2.26** The tender form if required to be witnessed, wherever indicated, it will be witnessed by a person other than the contractor.

**2.27** It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter in to an agreement, for each component with the competent authority in the Bank.

**2.28** Sealed tenders are to be delivered in person to the officer nominated for the purpose or put in a sealed tender box kept in the office before the stipulated time.

**2.29** The 'Notice Inviting Tender' and this 'Instructions for Tenderers' shall form part of the tender Documents.

**SECTION-III**  
**FORM OF TENDER**

To,

**The DGM  
SIDBI,  
Jaipur Branch Office.**

**NAME OF WORK : INTERIOR WORK OF "SIDBI OFFICE PREMISES"  
AT JEEVAN NIDHI, AMBEDKAR CIRCLE,  
JAIPUR, RAJASTHAN**

Sir,

**3.1** Having visited the site and examined the drawings, conditions of contract, special conditions of contract, General specifications and detailed specifications, schedules and bill of quantities for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

**3.2** We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in the appendix hereto.

**3.3** We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.

**3.4** We agree to abide by this tender for the period of 90 days from opening of tender or extension there of as required by the employer from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

**3.5** We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.

**3.6** If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance there of, shall constitute a binding contract between us.

**3.7** We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

**3.8** We understand that you are not bound to accept the Lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013\_\_\_\_  
Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorized to sign tenders for and on behalf of \_\_\_\_\_

(IN BLOCK CAPITALS)

TENDER DOCUMENT SIDBI, JAIPUR

Witness :  
Signature/ Address:

**APPENDIX TO FORM OF TENDER**

GENERAL CONDITIONS OF CONTRACT

Earnest Money Deposit	Rs.75,000/- drawn in the form of DD in favour of "SIDBI" payable at Jaipur
Date of Pre-bid Meeting	13.06.2013 at 3.00 PM at SIDBI office, Jaipur
Date of commencement	Seven days from the date of acceptance letter issued to contractor or day on which the contractor is instructed to take possession of the site whichever is later. (Clause No. 5.14)
Time of completion	60 Days from the date of commencement. (Clause No. 5.14)
Period of Final Measurement	One month from the date of virtual completion (Clause No. 5.31)
Liquidated damages	Upto 0.5% of the contract amount per week of delay or part thereof subject to the ceiling of 5% of the accepted contracted sum. (Clause No. 5.15)
Minimum value of work for interim certificate	15 Lakhs (This value shall be the difference of work done of two consecutive bills). (Clause No. 5.29)
Initial security deposit	2% of the accepted tender value including earnest money deposit (Clause No. 5.12)
Retention percentage	5% of the accepted Contract amount (Clause No. 5.12)
Defects Liability period	12 Months (Clause No. 5.37)
Refund of total security comprising EMD, ISD and Retention	The initial security deposit comprising EMD, shall be refunded to the contractor within 14 days of the issue of certificate of Virtual completion. The retention amount will be refunded to the contractor 14 days after the end of the defect liability period. (Clause No. 5.12). The retention money deposit, can also be refunded against submission of bank Guarantee, by the contractor in the approved format.
Period of honoring Certificate	10 days from date of receipt of certificate from the Architect. (Clause No. 5.29)



**SECTION-IV**  
**ARTICLES OF AGREEMENT**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2013 between SIDBI JAIPUR Branch Office, \_\_\_\_\_ (hereinafter called "The Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part. WHEREAS the Employer is desirous of execution of Interior Works for SIDBI Jaipur Office at JEEWAN NIDHI, Ambedkar Circle, and has, by letter of acceptance dated \_\_\_\_\_ accepted a tender by the contractor for the execution, completion, and maintenance of such works, now THIS AGREEMENT WITNESSES as follows :

**4.1** In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to :

**4.2** The following documents shall be deemed to form and to read construed as part of this agreement, viz.

- i)** Original tender document.
- ii)** Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter.
- iii)** Acceptance letter.
- iv)** Bill of quantities.
- v)** The drawings.
- vi)** Time and progress chart.
- vii)** Other additional documents as required,
  - a)**
  - b)**
  - c)**
- viii)** Article of Agreement.

**4.3** The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over on earlier documents. \* Give the Name, Destination and Address of the Contractor.

**4.4** In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.

**4.5** The employer hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED BY THE

said \_\_\_\_\_  
(Name \_\_\_\_\_)  
on behalf of the contractor  
In the presence of  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

said \_\_\_\_\_  
(Name \_\_\_\_\_)  
on behalf of the employer  
In the presence of  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## TENDER DOCUMENT SIDBI, JAIPUR

\* This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form.

### SECTION V GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the Schedule of Quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried as per standard specifications and under the directions of the Employer/Architects.

#### **5.1 INTERPRETATION**

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires :

**i) Employer** : The term employer shall denote SIDBI JAIPUR Branch Office, and any of its employees or representative authorized to act on their behalf.

**ii) The Bank** : The term Bank shall mean SIDBI, the Employer.

**iii) Architects** : The term Architects shall mean M/S Rekha Nemani, C-40, Dev Nagar, Tonk Road, Jaipur or in the event of his/their ceasing to be the Architects for the purpose of this contract such other persons as the Employer shall nominate for the purpose.

**iv) The Engineer in charge** : The term means technical person, if any deployed by SIDBI, to look after the work.

**v) Site Engineer** : The term shall mean person if any, posted at site who shall work under the orders of Architects/Employer/Engineer-in-charge to inspect the works.

**vi) Contractor** : The term Contractor shall mean \_\_\_\_\_ (name and address of the contractor) and his/their heirs, legal representatives assigns and successors.

**vii) Site** : The site shall mean the site where the works are to be executed as shown within boundary on the Site Plan including any building and erections thereon allotted by the Employer for the Contractor's use.

**viii) Drawings** : The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the employer during the execution of the work.

All the drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/Architects shall be given access to such drawings or schedule of quantities whenever necessary. In case any detailed drawings are necessary, contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by the architect/ employer prior to taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead of the time when it is required for implementations so that the Employer may be able to give decision thereon.

**ix) "The works"** shall mean the work or works to be executed or done under this contract.

**x) "Act of Insolvency"** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any Amending Statutes.

**xi) "The Schedule of Quantities"** shall mean the schedule of quantities as specified and forming part of this contract.

**xii) "Priced Schedule of Quantities"** shall mean the schedule of quantities duly priced with the accepted quoted percentage of the contractor.

**xiii) Order of precedence** for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the contractor shall be as per the decision of the Employer and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.

**a) Schedule of Quantities.**

**b) Drawings.**

- c) Special Conditions.
- d) General Conditions.
- e) Technical Specifications of Contract.
- f) C.P.W.D. specifications.
- g) Bureau of Indian Standards specifications.
- h) State P.W.D./General Engineering Practice.

Any ambiguity observed shall be brought to the notice of Architect/ Employer and be executed after obtaining approval of the same.

### **5.2 SCOPE**

The work consists of Interior Works SIDBI JAIPUR BRANCH OFFICE, in accordance with the "Drawings" and "Schedule of Quantities". The Interior works, related civil , interior , electrical works etc. complete are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for, and incidental to, the construction and completion of the work. All work during its progress and upon completion shall conform to the lines, elevations and grades as shown on the drawings furnished by the employer. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications, it shall be the responsibility of the contractor to inform the employer and to furnish and install such detail with employer's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. Employer may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively, referred to as "the employer's instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawing or between the schedule of quantities and/or drawings and/or specifications.
- c) The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition/removal and/or re-execution of any work executed by the contractors.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such employer's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the employer shall if involving a variation be confirmed in writing to the contractor/s within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in clause "variations".

### **5.3 TENDERER SHALL VISIT THE SITE**

Intending Tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of the works, facilities of transport conditions, effective labor and materials, accesses and storage for materials. The Tenderer shall provide in their tender for cost of carriage, freight, applicable taxes and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in drawings. The successful Tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work or which in the opinion of Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

## TENDER DOCUMENT SIDBI, JAIPUR

**5.4 TENDERS** The entire set of tender paper issued to the tenderer should be submitted duly priced and also signed on the last page together with initials on every page. Initials/Signature will indicate the acceptance of the tender papers by the tenderers.

The schedule of quantities shall be filled in as follows :

- i) The rates column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in figures for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The "Rate Column" (for alternative items shall be filled up).
- v) The "Amount" for alternate items of which the quantities are not mentioned shall not be filled up.
- vi) No modifications, overwriting or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct workable and self-supporting. If called upon by the employer detailed analysis of any or all the rates shall be submitted by the contractor. The employer shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the employer.

The employer has power to add to, omit from any works as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender .

### **5.5 AGREEMENT**

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

### **5.6 PHOTOGRAPHS**

The contractor shall supply the Architect & Employer weekly with well executed unmounted photographs 4 (four) No. of size 200 x 250mm in duplicate showing the progress of the works and also such particular section of the works, site plan, machinery or materials as the Engineer may direct within his quoted prices.

### **5.7 GOVERNMENT AND LOCAL RULES**

The contractor shall conform to the provisions of all local By-laws and acts relating to the work and to the regulations etc. of the Government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said act, rules, regulations and Byelaws etc. and pay all fees payable to such authorities for execution of the work involved. The cost, if any, shall be deemed to have

been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. He shall indemnify the employer against such liabilities and shall defend all actions arising from such claims or liabilities.

#### **5.8 TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties, royalties, cess and sales tax, or any other taxes or local charges, if applicable. However, work contract tax, TDS, etc. shall be deducted at source at the specific rate as per applicable directives. Necessary certificate in respect of the same shall be issued by the Bank. No claim whatsoever on this account shall be entertained.

#### **5.9 PROVISIONAL SUM (P.S.)**

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the employer. Contractor is to make payments for these materials to the suppliers on certificate or order issued by the employer and realize them through his bills from the employer.

#### **5.10 QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

#### **5.11 OTHER PERSONS ENGAGED BY THE EMPLOYER**

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work.

#### **5.12 EARNEST MONEY AND SECURITY DEPOSIT**

The tenderer will have to deposit mentioned Earnest Money along with the tender. 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 successful tenderer to whom the contract is awarded will have to deposit an initial security deposit, a further sum to make up 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made by the contractor to the Bank within 14 days of acceptance of award letter, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender. The initial security deposit shall be accepted in the form of Demand draft and not by Bank Guarantee. The initial security will be refunded to the contractor within fourteen days after the issue of certificate of virtual completion.

Apart from the initial security deposit made as above, retention money shall be deducted from the progressive running bills at 10 % of the gross value of each running bill subject to maximum 5% of Contract value. However, the retention money on secured advance payable will not be deducted. The retention amount will be refunded to the contractor fourteen days after the defect liability period. Provided the contractor has satisfactorily carried out all the works and to all the defects in accordance with the conditions of contract. No interest is allowed on Retention Money. If requested by the Contractor, the retention money deposit, can also be refunded against submission of bank Guarantee, in the approved format.

#### **5.13 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the

contractor finds any discrepancies therein, he shall immediately and in writing refer the same to the employer whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price. No extra payments will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific taxes, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost for the execution of any work, all tools tackles, machinery and equipment's and all the necessary scaffolding, , watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such scaffolding, etc. as occasion shall be required or when ordered to do so and shall fully reinstate and make good all matters and things distributed during the execution of works to the satisfaction of the Employer/Architect.

The Contractor shall at all times give access to workers employer by the Architect / Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work where directed by the employer as may be required to enable such workmen to lay or fix pipes, INTERIOR wiring, special fittings etc. The quoted rates of the tenders shall accordingly include all these above mentioned contingent works.

#### **5.14 TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART**

##### **5.14.1 Time of completion**

The entire work is to be completed in all respects within the stipulated period. The date of commencement will be SEVEN days from the date of acceptance letter issued to the contractor or the day on which contractor is instructed to take possession of site, whichever is latter. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as completed until the Employer have certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

##### **5.14.2 Extension of Time**

If, in the opinion of the Employer/Architect the works be delayed

- (a) by reason of any exceptionally inclement weather, or
- (b) by reason of instruction from the employer in consequence of proceedings taken of threatened by or disputes, with adjoining or neighboring owners or
- (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or
- (d) by reason of authorised extra and additions or
- (e) by reason of any combination of workmen or strikes or lockout affecting any of the building trades or
- (f) from other causes which the employer may consider are beyond the control of the contractor, the Employer on the request of the contractor, shall grant fair and reasonable extension of the time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor, shall immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be

promulgated at the conclusion of such strike or lockout and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 5.15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.

**5.14.3 Progress of work**

During the period of construction the contractor shall maintain proportionate progress on the basis of a program chart submitted by the contractor immediately before commencement of work and agreed to by the employer/Architect. Contractor should also include planning for procurement for scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

**5.15 LIQUIDATED DAMAGES**

Time is the Essence of the contract. Should the work be not completed to the satisfaction of the Employer/Architect within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

Upto 0.5% of the contract amount per week delay or part thereof subject to ceiling of 5% of the accepted contract sum.

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

**5.16.1** The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff, if required, which offices shall be open at all reasonable hours to receive instruction, notices or communication and clear away on completion of the work and make good all work disturbed.

The contractor shall provide at site at his own cost all artificial light required for the work and to enable other contractors and subcontractors to complete the work within the specified time.

The Contractor shall provide a suitable temporary hut for the watchmen, if required, and clear away the same when no longer required and to provide all necessary attendants, lights etc. required.

The contractor shall arrange for temporary latrines if required, for the use of workers and field staff and keep the same in a clean sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water tanks etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the employer against any breach of rules in respect of anti-malarial measures.

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

**5.16.2 Protective Measures**

The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and, protecting the work, the site and surrounding property by day, by night, on all days including Sundays and other holidays.

Contractor shall indemnify the employer against any possible damage to the building, roads, or member of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrance etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

**5.16.3 Storage of materials**

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of subcontractors and remove same on completion.

**5.16.4 Tools**

All instruments like steel tape etc. which is found necessary for the works shall be provided by the contractor for due performance of the contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be require for safety taking measurements and shall be supplied by the contractor.

The Mistry's and the supervisors on the works shall carry with them always a one metre or two metre steel tapes, a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that work is being done according to the drawings and specifications. The site engineer will use any or all measuring instruments or tools belonging to the contractor as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plants etc. by subcontractors for their work.

**5.17 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The Contractor shall confirm to the provisions or any acts of the legislature relating to the work, and to the regulations and By-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have constructed and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Employer/Architects written notice, specify the variations proposed to be made and the reasons for making them and apply for instructions thereon. the Employer on receipt of such intimation shall give a decision with a reasonable time.

The Contractors shall arrange to give all notices required for by the said acts, regulations or By-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer

The contractor shall indemnify the employer against all claims in respect of patent rights, royalties, damages to buildings, roads or member of public in course of execution of work and shall defend all actions arising from such claims and shall keep the employer saved harmless and indemnified in all respects from such actions, costs and expenses.

**5.18 CLEARING SITE AND SETTING OUT WORKS**

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any parts of the works the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the employer. The contractor shall further set out the work to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

**5.19 ACCESS**

Any authorised representative of the employer/architect shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the



Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the employer, no person shall be allowed at any time without the written permission of the employer.

**5.20 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality, in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Employer/Architect during the execution of the work, and to his entire satisfaction.

If required by the Employer/Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer at his own cost to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of samples, transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales taxes, octroi and other charges and must be the best of their kind available and contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer/Architect when so directed by the Engineer/Architects and written approval from Employer/Architect must be obtained prior to placement of order. The approved samples shall be kept with the Employer till the completion of work.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or subcontractor and any damage caused must be made good by the contractor at his own expenses.

**5.21 REMOVAL OF IMPROPER WORK**

The architect/ employer shall during the progress of the work have 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 of any materials which in the opinion of the Employer/Architect are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order of the architect / employer or their authorized representative. Then they will have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

**5.22 SITE ENGINEER**

The term "Site Engineer" shall mean the person if posted at site by Architect/Employer to superintend the work.

The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, additions, alterations, deviations, or omissions or any extra work

whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the contractor or to his foreman of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to time be examined and supervised by the Architects, Engineer from the premises department of the Employer or the Site Engineer as the case may be. But such examination shall not in any way exonerate the contractor from the obligation to remedy and defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Employer.

#### **5.23 CONTRACTOR'S EMPLOYEES**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) through out the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connections with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local labourers on the work as far as possible. No labourers below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any laborer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation's including the requirements of :

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contractor Labour (Regulation & Abolition) Act, 1970 and Central Rules 1974.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen or any other person and all costs and expenses as any be incurred by the Employer in connection with any claim that may be made by any workman or any other person.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the state or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

#### **5.24 DISMISSAL OF WORKMEN**

The contractor shall on the request of the employer immediately dismiss from works any person employed thereon by him who may in the opinion of the employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of claim for compensation or damages against the employer or any of their officers or employee.

**5.25 ASSIGNMENT**

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

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

The contractor shall be responsible for all injury to the worker or workmen or persons, or things and for all damages to the project works, materials, equipments, structural and/or decorative part of property which may arise from the operations or neglect of himself or of any subcontractor or any of his or a subcontractor's employees whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter alia any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The contractor shall reinstate, rectify and remedy all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall obtain - contractor all risk Policy(C.A.R.) within 10 days of Issue of letter of intent at his own cost. The insurance must be placed with company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected for the very initial stage. The contractor shall also be responsible for anything which may be excluded from the damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

**5.27 INSURANCE**

Unless otherwise instructed the contractor shall insure the works for all risk (include fire, flood, earthquake & third party) of the contractor for total tender value and keep them insured until the virtual completion of the contract against any loss or damage of the material and of the project. The insurance must be placed with a company approved by the Employer in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer. The premium of such further sum being allowed to the contractor as an authorised extra. The contractor shall deposit the policy and receipt premium paid with the Architect/ Employer within 10 days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the Architect/ Employer may deem fit.

**5.28 ACCOUNTS RECEIPT & VOUCHERS**

The contractor shall, upon the request of the architect/ employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the architect / employer shall be final and binding on the contractor as to the amount of materials. The contractor is required to use for any work under this contract.

Before taking any measurement of any work the site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

**5.29 PAYMENTS**

All bills shall be submitted by the contractor in the form prescribed by the architect. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents.

The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The bill shall be checked at site by site Engineer and thereafter the Architect shall issue a certificate after due scrutiny of the contractor's bill which may be further verified by the Employer and the contractor shall be entitled to payment there of, within the period of honoring certificates named in these documents, as per final verified amount by the Employer.

The amount as stated in an interim certificate shall be the total value of work properly executed and secured advance on the materials as described under the heading of secured advance less the amount to be retained by the employer as retention money vide clause 5.12 of these conditions and less installments previously paid under these conditions, provided the such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

The employer will deduct retention money as described in clause 5.12 of these conditions. The refund of retention money will be made as specified in the said clause.

If the employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or to be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the powers of the employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of virtual completion furnished by employer and payment shall be made within six weeks after issue of certificate of the Architect.

**5.31 FINAL PAYMENTS**

The period of Final Measurements will be One Month from date of Completion, The final bill shall be accompanied by a certificate of completion from the Architect. Payments of final bill

shall be made after deduction of Retention Money as specified in clause 5.12 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer and Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer and Architects. The acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

### **5.32 VARIATION/ DEVIATIONS**

The contractor may when authorized and shall, when directed in writing by the architect with the consent of employer add or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of the quantities. The contractor on his own accord shall make no addition, omission or variation without such authorisation of direction. A verbal authorization of direction by the architect/ employer shall when confirmed correctly by the contractor in writing within 3 days shall be deemed to have been given in writing.

The contractor shall send to the Architect/Employer once in every Month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the employer which he has executed during the preceding month.

No final interim claim for payment for any such work or expense, will be considered which has not been included in such a statement provided always that the Architect shall be entitled after taking employer's sanction to authorize payment to be made for any such work or expense, not withstanding the contractor's failure to comply with this condition, if the contractor has, at the earliest practicable opportunity, notified the Architect in writing that he intends to make a claim for such work.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules :

i) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted or (deviated) work are not provided for (available) in the schedule of quantities, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items or based on CPWD DSR 2012. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule or CPWD DSR 2012, market rates substantiated by purchase bills/vouchers dependable printed price schedule of building materials of different type shall be adopted, using factors and constants for quantum of materials, labor, T & P and sundries, form standard analysis of rates adopted by the CPWD, and adding 15% over towards profit and overheads. When called upon to do so, the contractor shall submit the required purchase bills/vouchers.

iii) In respect of a contract which incorporates more than one schedule, the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar in near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.

iv) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted deviated work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the architect in consultation with the employer.

vi) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the Architect, after scrutinising the analysis any other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanctions.

vii) Where extra work is of such a nature that it cannot be properly measured or valued, the contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Architects, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the Site Engineer, Architect or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Architects and Employer. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

**5.33 DEVIATION FROM CONTRACT COST BEYOND 5%**

The quoted rates shall hold good for any increase in the tendered quantities upto variation of 5% in the total contract cost.

**5.34 SUBSTITUTION**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Architect/Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer/Architect has to be obtained in writing.

**5.36 CLEARING SITE ON COMPLETION**

Within Three Days, on completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer and Architects.

**5.37 DEFECT LIABILITY PERIOD AFTER COMPLETION**

The defects liability period (D.L.P.) shall commence from the certified date of virtual completion issued jointly by the Bank & Architects. The contractor shall make good at his own cost and to the satisfaction of the employer all defects, shrinkages or other faults which may appear within 12 Months after completion of the work. In case the contractor fails to do so, within reasonable time as decided by the employer, he may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No. 5.12 together with any expenses the Employer may have incurred in connection therewith.

**5.38 CONCEALED WORK**

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

**5.39 IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

**5.40 SUSPENSIONS**

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clauses 5.41 (Termination of contract by Employer).

**5.41 TERMINATION OF CONTRACT BY EMPLOYER**

The contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in numbers or amount of his creditors or shall enters into a Deed or arrangement with his creditors or if the official assignee in insolvency of the receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's appointed by court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefor, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and the creditors of the contractor, or shall assign charge or encumber this contract or any payments due or which may become due to the contractor thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercised such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, architect / the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor). Further, the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or

## TENDER DOCUMENT SIDBI, JAIPUR

using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the architect/ employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of fourteen days after receipt by him. The employer may sell the same by Public Auction and shall give credit to the contractor for the amount so released. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

### **5.41 ARBITRATION**

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination for closure or Breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to the final and binding) shall be first resolved by the architects.

The work under the contract shall however continue during the disputes, differences and reasonable payments shall be released to the contractor as recommended by the architect.

Subject to the above, other provisions of the Arbitration Act 1996 or any statutory modification or reenactment thereof and the rules made thereunder and for the time being enforce, shall apply to the Arbitration proceeding under this clause.

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

### **5.44 EXCEPTED MATTERS FROM ARBITRATION**

If the dispute of difference pertains to the under-noted matters (called excepted matters) the decision and in writing of the architect/ Employer shall be final, conclusive and binding on the parties.

- a) Instructions.
- b) Transactions with local authorities.
- c) Proof of quality of materials.
- d) Assigning or underletting of the contract.
- e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- f) Rectifying of defects pointed out during the defects liability period.
- g) Notice to the contractor to the effect that he is not proceeding with due diligence.
- h) Certificate that the contractor has abandoned the contract.
- i) Notice of the determination of the contract by the employer.

### **5.44 SPECIALISTS WORKS**

The Contractor must associate himself with the specialist firm to be approved by the Bank,/ Architect in writing for wooden flooring for INTERIOR works are to be executed by specialist firms.

### **5.45 CONTRACT DRAWINGS GENERAL**

Two copies of each of the drawings and one copy of each of the condition of contract specification tender preamble and bill of quantities will be provided for the use of the contractor who must satisfy himself as to the accuracy of the said copies in every detail, and make all other copies necessary for the conduct of the work.



Any comments on drawings to be given by the contractor within 7 days from receiving of drawings. One copy of each drawing or sketch furnished to the contractor shall be kept in an office at the works and the Engineer or any person authorised by the Employer shall have free access to the drawings and sketches whenever they desire.

#### **5.46 RIGHTS OF TECHNICAL SCRUTINY BY CHIEF TECHNICAL EXAMINER**

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the contractor at his own cost and any deduction suggested by the CTE will be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it shall be lawful for the employer to recover the same from him from any sum or sums due to him and in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the employer.

Any sum of money due and payable to the contractor (including Security Deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the employer of the payment of a sum of money arising out of or under any other contract made by the contractor with employer.

#### **5.47 WATCHING AND LIGHTING**

The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Architects and Employer for the protection of the works or for the safety and convenience of those employed on the works or the public.

#### **5.48 CONTROL RECORDS**

The necessary records books at the site of work shall be maintained by the contractor.

#### **5.49 SECURITY ARRANGEMENT**

(a) Proper arrangements shall be made to keep all records under lock and key.

(b) It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.

(c) Movement of material, stores and plant, especially of those in which the Bank has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate (entrance and exit shall be preferably through one gate only).

(d) When the work is completed and handed over to the user, the responsibility of proper security arrangement shall rest with the users.

#### **5.50 WORKING HOURS**

Site officers working hours shall normally be fixed as may be prevailing in the locality.

Normally no construction work of important structural nature shall be carried out on Sundays, Holidays and during nights. In exceptional circumstances, however, the work may be carried out with proper approval of the Site Engineer who shall depute supervision staff to be present on the occasion.

### **5.51 LABOUR RECORD**

The contractor shall maintain relevant records and fulfill all conditions and requirements in accordance with the following Act and Rules made hereunder.

- (a) The Payment of Wages Act.
- (b) Employer's Liability Act.
- (c) Workmen's Compensation Act.
- (d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- (e) Apprentices Act 1961.
- (f) Minimum wages Act 1948.
- (g) Industrial Disputes Act 1947.
- (h) Maternity benefit Act 1961.
- (i) ESI Act.
- (j) Payment of Bonus Act.
- (k) Payment of Gratuity Act.
- (l) Any other Act enactment relating thereto and rules framed thereunder from time to time.

### **5.53 HANDING OVER BUILDING/PROJECT WORK TO THE Bank**

Handing and taking over report and inventories/statement (in quadruplicate) at the time of handing over shall be prepared. The reports and inventories shall be signed by :

- (a) The contractor (Only the relevant papers).
- (b) The Site Engineer, and
- (c) Competent authority in the Bank.

The following inventories/statements shall be prepared :

- i. Inventory of furniture (Table, Chairs, Almirah etc.).
- ii. Inventories of builders hardwares etc.) locks (Rim mortice and cylindrical) and night latches all with duplicate keys.
- iii. Inventory of fixtures & fittings of installations (INTERIOR light fittings, fans, bells, air-conditioning, lifts pumps and the like ).

### **5.54 DELINQUENCIES OF CONTRACTORS**

5.54. Procedures for dealing with Delinquencies/ Defaults/ Misconduct/ Misdemeanors of tenderers/ Contractors.

- i) The undernoted delinquencies/defaults/misconduct/misdemeanors on the part of tenderer or enlisted contract will attract disciplinary action.
  - a) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
  - b) Non-submission of the fresh/latest Income tax clearance certificate.
  - c) Irregular tendering practice.
  - d) Submission of tender containing for too many arithmetical errors and freak rates.
  - e) Revoking a tender without any valid reasons.
  - f) Tardiness in commencing work.
  - g) Poor Organisation at site & lack of his personal supervision.
  - h) Ignoring Bank's notices for replacement/rectification of rejected materials, workmanship etc.
  - i) Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
  - j) Lack of promptitude and cooperation in measurement of work and settlement of final account.
  - k) Non-submission of vouchers and proofs of purchase etc.
  - l) Tendency towards putting up false and untenable claims.
  - m) Tendency towards suspension of work for frivolous reasons.

TENDER DOCUMENT SIDBI, JAIPUR

- n) Bad treatment of labour.
- o) Bad treatment of subcontractors (piece workers) and un-business like dealings with suppliers of materials.
- p) Lack of cooperation with nominated contractors or Bank's labour.
- q) Contractor becoming Bankrupt or insolvent.
- r) Contractor's conviction by a court of law.
- s) Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

5.54. Disciplinary action against (Delinquencies of) contractor.

ii) Action

The award of the undernoted disciplinary action shall be considered.

- a) Placing embargo on issue of tenders of temporary suspension from the Bank's approved list.
- b) Permanent ban on issue of tenders & removal from the Bank's approved list.
- c) Circulation of the contractor's name to other Public Under taking or Government Department.