

Tender ID No:-	SBICAPS/NDRO/2025-26/04
Date:-	04.09.2025



SBI Capital Markets Limited

TENDER DOCUMENT

FOR

**SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR
WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029**

**THE LAST DATE OF SUBMISSION OF TECHNICAL BIDS & PRICE BIDS (item rate basis): 19.09.2025 UP
TO 03:00 PM**

**NO PHYSICAL SUBMISSION OF DOCUMENTS REQUIRED EXCEPT AS
MENTIONED IN NIT**

TENDER SUBMITTED BY:

NAME :

ADDRESS :

.....

Architect & PMC:


M/s THE GRID

E-326, Greater Kailash-2, New Delhi-110048

Tel:- +91-9810135852, +011-29221089

Email- thegridprojects@gmail.com

TENDER DOCUMENT

 <p>SBICAPS Complete Investment Banking Solutions</p>	<p>SBI CAPITAL MARKETS LTD 4th Floor, Sood Tower (East), 25, Barakhamba Road, New Delhi – 110001 Telephone: 011- 2341-8492 Email: vivek.khurana@sbicaps.com</p>
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PROJECT: - SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

SBI CAPITAL MARKETS LTD (SBICAPS) (hereinafter referred as “Purchaser”) SBICAPS Capital Markets Limited (SBICAPS), one of India’s leading domestic Investment Banks, began its operations in August 1986 and is a wholly owned subsidiary and investment banking arm of State Bank of India (SBICAPS), the largest commercial bank in India. Tender Document can be downloaded from the website of **SBI CAPITAL MARKETS LTD** (<https://www.sbicaps.com>)

Certified that these tender documents contain –(2 BIDS SYSTEM) as detailed below.

Part-1 Tender Documents & (Mockup Presentation on site within 7 days after opening the technical bid)

Part-2 Price Bid

DOCUMENTS TO BE SUBMITTED WITH THE OFFER AS DETAILED BELOW.

S. No	DESCRIPTION	DOCUMENTS TO BE SUBMITTED
<u>1</u>	Part-1 Tender Documents and EMD	<p>To be uploaded online:</p> <ol style="list-style-type: none"> 1. Signed & Stamped Undertaking 2. Form of Tender 3. Annexure A, B, and C 4. All Mandatory Certificates (as per qualification criteria) 5. Complete Tender Documents and supporting documents 6. Scanned copy of EMD <p>Please upload the above documents online through an authorized digital signature.</p> <p>The bidders shall also submit hard copy of All Mandatory certificates as per qualification Criteria & DD/ BG/ Bankers’ Cheque of EMD (Original) to the address as mentioned above on or before due date and time of submission of tender. (SUBMIT OFFLINE/ HARDCOPY)</p>
<u>2</u>	Part-2 Commercial Bid/ Price Bid submit online only.	Price Bid -Bill of Quantities. (SUBMIT ONLINE).

Notice Inviting Tender (NIT)

M/s. THE GRID, New Delhi for & on behalf of **SBI CAPITAL MARKETS LTD** invites item rate tenders from the contractors / firms for the SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029. under Two bid system. The details of the tender are as under:

S.No.	Particulars	Description
1	Name of the work	<u>SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.</u>
2	Estimated Project Cost put to tender	Rs. 1,03,36,800.00/- Plus GST
3	Time allowed for Completion of Work	Maximum 2 months
4	Earnest Money (2%) with PART-1 (Pre-Qualification)	₹.2,00,000.00/- (Rupees Two lakhs Only) in the form of Demand Draft or Banker's Cheque drawn in favor of SBI CAPITAL MARKETS LTD Payable at Delhi or in the form of Bank Guarantee from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India, as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for 15 Months beyond the validity of the bid i.e. 90 days from scheduled date of bid submission. Note: It is sole responsibility of the bidder to ensure submission of their EMD Physically by stipulated date and time as specified failing which they will not be allowed to participate.
5	Initial security Deposit	The amount of initial security deposit shall be 3% of the accepted tender amount including the EMD in the same form as of EMD (issued by the scheduled Bank) or Bank Guarantee (issued by the scheduled Bank other than SBI). The initial security deposit is to be paid by the contractor to the SBICAPS within 15 (fifteen) days of intimation to him of the acceptance of his tender. No interest will be paid on retention amount.
6	Date and Time where tenders are Available.	From 04.09.2025 to 19.09.2025 up to 03:00 PM https://www.sbicans.com & https://etender.sbi
7a.	Time and last date of submission of tender	Up to 03:00 PM on 19.09.2025 at https://etender.sbi
b.	Time, last date and address of submission of Hardcopy. (As per Sr. No 10)	Up to 03:00 PM on 19.09.2025 SBI CAPITAL MARKETS LTD 4 th Floor, Sood Tower (East), 25, Barakhamba Road, New Delhi – 110001
8	The date and time will be advised later to the eligible bidder within 7 days after bid opening. Place of Mockup Selection.	SBI CAPITAL MARKETS LTD I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

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9	Validity period of the tender.	90 days from the date of opening of price bid.
10	Mode of submission of Tenders (Technical Bid) & Price Bid on item rate basis)	<p>All Mandatory certificates mentioned in Page No. 11 along with complete Tender Documents with supporting documents, scanned copy of EMD to be uploaded online through authorized digital signature. (SUBMIT ONLINE).</p> <p>The bidders shall also submit hard copy of All Mandatory certificates mentioned in Page No. 11 & DD/ BG/ Bankers' Cheque of EMD (Original) to the address as mentioned above on or before due date and time of submission of tender. (SUBMIT OFFLINE/ HARDCOPY)</p> <p>(Price Bid) : Price Bids based on item rate to be filled and submit in ONLINE mode only.</p>
(i)	Mandatory Certificates	<p>Certifications - ISO 9001 - 2015 ,14001- 2015 ,45001-2018 , BIS and BIFMA Complaint member , BIFMA GOLD , Green Guard product specific certificate issued by UL Environment . Warranty 5 years.</p> <p>(This certificate is mandatory for participation. Non-submission to this will be liable for rejection.</p>
11	<p>Contact Details for Any Query Regarding the Tender.</p> <p>No queries will be entertained after 11TH September 2025.</p>	<p>Mr. Vivek Khurana (SVP)</p> <p>Telephone: 011- 2341-8492</p> <p>Email: vivek.khurana@sbicaps.com</p>
12 a.	Agency for arranging e-tender/online bidding, contact numbers:	<p>M/s. e-Procurement Technology.</p> <p>Name – Laxmi Karli</p> <p>Email ID - laxmi@eptl.in</p> <p>Contact Number : (+91) 7859800624</p>
b.	Address	705, Wall Street - II, Opp. Orient Club, Ellis Bridge, Ahmedabad – 380006, State Gujarat, India
c.	Bidder Support	<p>Contact Number : (+91) 7859800624</p> <p>(Office Hours: (Monday – Friday: 10:00 AM – 07:00 PM (IST) and Saturday: 10:00 AM – 6:00 PM (IST) (Exclusion: Sunday, Holidays and 2nd and 4th Saturday)</p>
d.	Email Address	www.eptl.in
e.	Website Address	https://etender.sbi
13	Total security deposit	<p>The security deposit for contractors for works shall be equivalent to the 5% of the Total contract value (excluding taxes). The security deposit shall be paid by Bank Guarantee/ Demand Draft. EMD shall be paid @ 2% at submission of tender and ISD 3% (Inclusive of EMD) in advance on acceptance of contract in next 15 days.</p>

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14	Period of Commencement	The time allowed for completion of the project shall be 2 MONTHS from the date of commencement from the date of placing Letter of Acceptance / work order.
15	Submission of Price Bid	Online Price Bid based on item rate to be filled online through e-portal website https://etender.sbi No hard copy submission.
16	Note: -	<ol style="list-style-type: none"> Contractors to put up a MOCK UP as per attached drawings and specifications and attached reference picture on site with in next 7 days of submission of tender documents and mail from SBICAPS. Contractor shall obtain all the clearances from, NBCC, NDMC, Police and other related authorities if required. Any clarifications sought after opening of the tenders will not be entertained at any cost SBI CAPITAL MARKETS LTD reserves the right to cancel or postpone the tenders at any stage without assigning any reasons Claims for revision of the Quoted price by any bidder after the tender will not be entertained.

It may please be noted that unless and otherwise specified / mentioned to be paid over and above the accepted rates in the tender documents, all the arrangements required to be done for expeditious and timely completion of the work e.g. water, electricity, temporary constructions & connections, site offices, arrangement of extra space, obtaining of approvals etc. and also as mentioned in the tender documents shall be made by the contractor at his own cost, resources & consequences i.e. within quoted / accepted rates. Nothing extra shall be paid on this account.

Site Conditions :

It's absolutely necessary that bidder/s should visit the site and get himself acquainted with the site conditions, working hours, various security aspects, other restriction, conditions, permissions to be followed / complied with / obtained as per Administrative Authority of the Building. The Contractor shall be bound by the terms, conditions & requirements of the Administrative Authority of the Building. It will be duty of the contractor to timely obtain various permissions / pass etc. from the Administrative Authorities of Building NBCC, NDMC etc.

For any queries, the bidders may contact Mr. Vivek Khurana (SVP), Telephone: 011- 2341-8492 Email: vivek.khurana@sbicaps.com, **SBI CAPITAL MARKETS LTD** 4th Floor, Sood Tower (East),, 25, Barakhamba Road, New Delhi – 110001

NOTICE FOR INVITATION FOR BIDS (IFB)

SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2ND FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

1.0 INTRODUCTION

SBI CAPITAL MARKETS LTD (SBICAPS) (hereinafter referred as “Purchaser”) - SBICAPS Capital Markets Limited (SBICAPS), one of India’s leading domestic Investment Banks, began its operations in August 1986 and is a wholly owned subsidiary and investment banking arm of **State Bank of India**, the largest commercial bank in India.

2.0 BRIEF SCOPE

2.1 The Scope of work includes **SUPPLY AND INSTALLATION OF MODULAR FURNITURE** for setting up new office at I-200, 2nd floor World Trade Centre, Nauroji Nagar Delhi-110029.

(a) In case, contractor fails to quote their rates as detailed in this tender, their tender shall be treated as **“Incomplete Tender”** and shall be liable for rejection.

(b) **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the H1 Bidder backs out or fails to complete the work **as per the rates quoted**, SBI CAPITAL MARKETS LTD shall have the liberty to take action as deemed necessary and forfeiting their EMD and imposing heavy penalty to contractor to recover the losses occurred to the **SBICAPS**.

3.0 TENDER EVALUATION METHODOLOGY

The bidders meet our requirements and Qualified will be asked to put up a “Mockup” as per attached drawings and specification in tender and further Selection for opening Price bid will only be considered accordingly:

1. Evaluation of price bid for the entire scope of work shall be done on **Techno-commercial basis as explained in the NIT**.
2. Bidder’s quoted item rate wise.
3. **Split of award:** Not applicable. One (01) contractor is required for award.
If more than one bidder quotes the same total quoted price, the following methodology would be used for tie breaking. Rank would be decided based on the higher markings in Technical Bid Evaluation (**Mockup Selection**).

4.0 BID SECURITY

- 4.1 All bids must be accompanied by a EMD of amount of **Rs. 2,00,000.00/- (TWO LACS ONLY)**
- 4.2 Bid security/EMD against tender can be submitted either through online mode (NEFT/RTGS) available in the form of Demand Draft / Banker’s Cheque in favour of **SBI CAPITAL MARKETS LTD**, payable at Delhi or in the form of Bank Guarantee from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India, as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for 15 Months beyond the validity of the bid i.e. 90

days from the opening of price bid.

- 4.3 Bid security/EMD can also be submitted through online transaction directly to SBI CAPITAL MARKETS LTD account as mentioned below. Bidders opting for this mode of EMD shall be required to submit the successful transaction details along with their bid under the EMD, failure of which may render the bid liable for rejection.

Beneficiary Name : SBI CAPITAL MARKETS LTD

Bank Name	State Bank of India
Branch Name	Overseas Branch
Bank Account Number	10972430411
IFSC Code	SBIN0004791
Branch Code	04791
Account Type	Current

- 4.4 Bidders have to submit original EMD documents to SBI CAPITAL MARKETS LTD .

EMD EXEMPTION- NOT APPLICABLE DUE TO WORK CONTRACT

5.0 DOWNLOADING OF TENDER DOCUMENT

5.1 Tender Document can be downloaded from official **SBI CAPITAL MARKETS LTD** website (<https://www.sbicans.com> and <https://etender.sbi>)

5.2 Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

5.3 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

5.4 **Disclaimer clause:** Bidders are advised to visit **SBI CAPITAL MARKETS LTD** website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

6.0 Bid shall be submitted in two Parts as below:

Part-1 (Tender Documents/ Technical Bid Documents).

S.NO.	PARTICULARS/ ANNEXURE	DISCRIBTION	SHALL BE SUBMIT THE DOCUMENT
1.	Scanned copy of EMD Earnest Money Deposit (EMD) – ₹.2,00,000.00/-	DD/BG/Banker Cheque As per Clause No. 04	Offline/Online
2.	Signed and stamped Undertaking on your company letter head, Annexure A,B and C.	Annexure-A, Annexure-B & Annexure-C	Offline/Online

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3.	Signed and stamped Tender Documents (EACH PAGE)	Instructions to the Tenderers, Special Conditions of contract and Technical Specifications, Drawings Etc.	Online
4.	Bidder Qualification Criteria. (All Supportive Documents)	As per General Criteria Page No. 09 & Scoring Table Page No. 11	Offline/Online

Part-2 (Commercial Bid/ Price Bid).(SUBMIT ONLINE).

1.	Price Bid -Bill of Quantities	Price Bid Attached Separately.	Online
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Note:- 2nd Part (Price Bid) of Tender will be opened for those bidders who successfully qualify the Technical Criteria, Obtaining minimum marks and our requirement as per the BOQ.

5.0 GENERAL

- 5.1 SBICAPS reserves the right to place the order for part quantity.
- 5.2 SBICAPS reserves the right to split the total scope of work among more than one bidder.
- 5.3 Purchaser (**SBI CAPITAL MARKETS LTD**) reserves the right to increase or decrease the scope of work of bidders before or after award of work.
- 5.4 Purchaser will not be responsible for cost incurred in preparation and delivery of bids.
- 5.5 SBICAPS reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 5.6 The Bidder should not be on holiday list/ blacklisted by any Government (Central, State or Local Governments), PSU, PSU-JV, Government Ministry and/ or other government entities, CGD Company in India.
- 5.7 Bidders are advised to visit the site before quoting.

GENERAL CRITERIA

S. No.	Basic	Specific Requirements	Documents Required
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	Requirements		
1	Legal Entity	<p>The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories: -</p> <ul style="list-style-type: none"> • A Limited Liability Partnership (“LLP”) registered under the LLP Act, 2008; • an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013; • a “Partnership Firm” registered under the Indian Partnership Act, 1932; • a Sole Proprietorship firm, registered as such under the Applicable Laws of India <p>With minimum 7 years of existence at the time of submission of the bid.</p>	<p>Registration documents of the Bidder as a company/firm or any legal entity along with:</p> <ol style="list-style-type: none"> i. Incorporation Certificate of the company ii. PAN Card of the registered legal entity iii. GST certificate of the registered legal entity iv. Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing names, addresses and relevant details of ALL partners of the Partnership Firm v. MSME Certificate (if applicable) vi. Any other supporting document, as may be required
2	OEM/Authorized Reseller of OEM	Bidder must be principle OEM or Authorized vendor/ reseller of OEM	<ol style="list-style-type: none"> i. Letter of confirmation from OEM, ii. Valid OEM partner/registration letter for bidder, AND Bid Specific Manufacturer Authorization Form (MAF) from the OEM listed in the list of approved makes (<i>as per Form 6 of Annexure-A</i>)
3	ISO Certification	The bidder or the OEM of the offered products must have ISO 9001, ISO 14001, ISO 45001 and relevant certifications by statutory agencies.	Copies of relevant and valid ISO Certificates to be submitted along with the bid.

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4	BIS and BIFMA Complaint member (Business and Institutional Furniture Manufacturers Association), BIFMA GOLD	Bidder/OEM should have BIFMA certificate being issued by statutory agencies.	Copy of relevant and valid BIFMA Certificate to be submitted along with the bid.
5	Green Guard product specific certificate issued by UL Environment. Warranty 5 years.	Green Guard product specific certificate issued by UL Environment. Warranty 5 years.	Copy of relevant and valid Certificate to be submitted along with the bid.
6	Non-Blacklisting declaration	The bidder shall not have been blacklisted by any central or state government agency, PSU etc. in the last 5 years preceding the proposal due date.	As per format in Form 4 of Annexure-A signed and stamped on company letterhead

NOTE:- The bidders who successfully qualify the initial Technical bid, will be informed through mail for further putting up of MOCKUP on site (I-200, 2ND FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029). Selection committee from SBICAPS will do final selection. (Price Bid) of Tender will be opened for those bidders who successfully qualify by selection Committee & obtained the qualify marks (Min 70 Marks).

QUALITY PARAMETERS AND SCORING CRITERIA FOR TECHNICAL BID EVALUATION.

S. No	Parameter	Max score	Scoring Criteria	Self-Marks
1	No. of clients where Modular Furniture work is completed in last 5 years, (Employee Strength of 100 users). Work should have done by Central/ State Government Department/ Public Sector/ Banks/ Private Organisation for more than 100 Work stations Evidence- Please provide completion certificate/sign-off of client letter head	10	>5 Clients - 2 Marks 5 to 10 Clients 5 Marks Above 10- 10 Marks	
2	Certifications - ISO 9001 - 2015 ,14001- 2015 ,45001- 2018 Evidence- copy of certificate	10	Certified -10 Marks Not certified- 0 Marks	
3	BIFMA Platinum level Complaint member for Workstation quoted Evidence- copy of certificate	20	Platinum level Certified - 20 Marks Not certified- 0 Marks	
4	Indoor Advantage™ Gold Indoor Air Quality Certified to SCS-105 v4.2 Evidence- copy of certificate	10	Certified -10 Marks Not certified- 0 Marks	
5	Mock-up Presentation Evaluation Criteria: 1. Overall Presentation & Sturdiness: 20 marks 2. Edge Bindings, Side Profiles, etc.: 10 marks 3. Front, Side Dividers, etc.: 10 marks 4. Raceway, Access Flap etc.: 10 marks	50	As per the Selection Committee.	
	Total	100		

SBI CAPS decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

Bidder scoring less than 70 points out of total 100 points towards technical score shall not be considered for financial evaluation even if it satisfies the technical bid criteria. Decision of the owner in this regard shall be final and binding.

The bidders are required to score minimum 70% technical points (quality) to qualify for opening of financial bid.

Overall Weightage 100%

The Bidder who score maximum marks put together for technical bid and price bid shall be considered for selection, after techno- commercial evaluation based on 70% weightage to Technical Parameters and 30% for financial Bid.

Normalized Technical Score of a Bidder = {Technical Score of that Bidder / Score of the Bidder with the highest technical score} X 100 (adjusted to 2 decimals)

Normalized Commercial Score of a Bidder = {lowest discounted quote / Bidders discounted quote} X 100 (adjusted to 2 decimals)

SBI CAPS decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

● **Example for evaluation of proposals/bids:**

The example to calculate most successful applicant based on marks given on each of the above parameters is as follows:
Each of the stipulated parameters carries maximum marks with Total Marks of Technical bid evaluation equal to 100.
For deciding, the most successful bidder 70% weightage shall be given to technical parameters and 30 % shall be given to price bid.

Bidder with the Highest composite score will be the H1 Bidder.

EXAMPLE IS GIVEN BELOW:

Suppose three applicants are short listed as A, B, & C based on technical bid scrutiny, and they secured marks out of 100 as under:

- A – 80 marks;
- B – 75 marks;
- C – 65 marks

• As 'A' secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:

- A : $(80 / 80) \times 100 = 100$
- B : $(75 / 80) \times 100 = 93.75$
- C : $(65 / 80) \times 100 = 81.25$

• Now that technical bids are evaluated, financial bids can be opened.

Financial quotes for three bidders are as follows: (Assuming Tender value as 100)

Suppose Bidder A quoted 112 out of 100, Bidder B quoted 94 out of 100 and Bidder C quoted 98 out of 100.
So, L1 Bidder B, L2 Bidder A, L3 Bidder C.

• As 'B' has quoted lowest price, to work out percentile score, following will be the calculation:

- A : $(94 / 112) \times 100 = 83.92$
- B : $(94 / 94) \times 100 = 100$
- C : $(94 / 98) \times 100 = 95.91$

• Since proportion of technical to financial score is specified to be 70:30, then final scores will work out as follows:

- A : $(100 \times 0.70) + (83.92 \times 0.30) = 95.17$
- B : $(93.75 \times 0.70) + (100 \times 0.30) = 95.62$
- C : $(81.25 \times 0.70) + (95.91 \times 0.30) = 85.64$

From the above, the most successful applicant would be the one with highest percentile score i.e. 'B'.

We have read and understood the above-mentioned prequalification criteria and evaluation of proposals/bids and shall abide by the same.

UNDERTAKING

(The bidders are required to print this on their company's letterhead with sign, stamp and submit hard copy)

Senior Vice President,
SBI Capital Markets Limited,
4th Floor, Sood Tower (East), 25,
Barakhamba Road, New Delhi – 110001

Dear Sir,

SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2ND FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

- I / We refer to the tender notice issued by you in connection with the captioned work / project.
- I undertake to submit the tender document along with all Terms & Conditions, Specifications, NIT, Instruction to Tenderers, Price Bids, drawings etc. subsequent relevant correspondence, annexure corrigendum's duly signed and stamped by authorized representative/ signatory on becoming H1. We accept all the terms and conditions along with the specifications, Drawings, Layouts etc.. Our this acceptance shall deemed to be a valid contract document signed by us till a formal agreement / contract is signed by us with the SBICAPS.
- I/ We hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, designs, conditions of contracts, specifications, schedule of quantities etc. relating to the works.
- I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of the tender documents, subject to above, I/ We do hereby agree, should this tender be accepted in whole or in part, to:
- Abide by and fulfill all the terms and provisions of the said tender documents annexed here to,
- Complete the works within the period as mentioned in NIT and as per the work program / schedule as finalized by the Architect & the SBICAPS, in two or three shifts if considered necessary by the Purchaser / Consultants at no extra cost to the Purchaser.
- I / We have deposited an earnest money as per NIT which, I / We note, will not bear any interest and can be forfeited by the SBICAPS as per tender conditions etc. and I shall not be allowed to participate

in any of the tender of SBICAPS for a period of 02 months from the date of opening of this tender:

a. If our offer is withdrawn by us within the validity period of acceptance by the Purchaser.

Or

b. If the contract agreement is not executed by us within 15 days from the date of receipt of the letter of acceptance.

Or

c. If we fail to pay the initial security deposit stipulated.

Or

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d. If the work is not commenced at site from the date of issue of Letter of Acceptance / work order.

- I / We understand that the SBICAPS are not bound to accept the lowest or any of the Bids received by the SBICAPS.

(Signature of Authorized Person of the Firm)

(Seal of the Firm)

Name of the Signatory :

Date :

Place :

FORM OF TENDER

To,
SBI CAPITAL MARKETS LTD
4th Floor, Sood Tower (East),
25 Barakhamba Road, New Delhi – 110001

Dear Sir,

SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2ND FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

- I/ We refer to the Notice Inviting Tender issued by you for the captioned work.
- I/ We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with Bill of Quantities, Drawings, Specification, Design, General and Special conditions of Contract (SCC), Instruction to tenderers, etc. as contained in the tender documents for the sum as arrived and filled, at the respective rates quoted by me/us in the Schedule of Quantities and/or at any other sum and rate subsequently negotiated and accepted / agreed by the SBI CAPITAL MARKETS LIMITED and me/us.
- I/We have satisfied myself / our self as to the site conditions, examined site and drawings, and all aspects of tender documents / conditions and are acceptable to us. I/We do hereby agree, should this tender be accepted in whole or in part, to,
 - (A) Abide by and fulfill the terms, conditions and provisions of tender documents annexed hereto.
 - (B) Complete the work within stipulated completion time at no extra cost to the SBICAPS.
- I/We have already deposited the Earnest Money Amount as per NIT.
- I/We are submitting the Part-1 with other requisite documents at office.
- We confirm that I/We will submit Price Bid as per schedule.
- I/We confirm that I/We are duly authorized to participate in the tendering/bidding and understand that my / our tender is liable to be rejected if:
 - i. At any times it comes to the notice of the SBICAPS that I/We have concealed or / and have given any wrong information.
 - ii. The tender is not duly filed and /or signed and / or is incomplete and/or not kept confidential.
 - iii. The bid contains any condition / alteration / modification and/or any tempering with the tender documents is done at our end.
 - iv. Tender submitted after due date and time

All the pages of the tender documents are affixed with the seal/stamp of my/our company and initialed / signed by the undersigned.

Signature of Tenderer/s
firm/company (Duly authorized for tendering)

Seal /stamp of the

Mail Id of tenderer:

ANNEXURE-A**Relevant Project Experience**

Completed Projects:

S. No.	Area/ Location	Client name	Name of the project	Value	Area (in sq. ft.)	Completion date	Nature of works

Details of the responding firm

Section No.	S. No.	Particular	Detail
I	COMPANY PROFILE:		
	1.	Name of the Organization * (As appearing on PAN Card)	
	2.	Registered Office Address *	
	3.	SPOC for the bid submitted:	
		Name:	
		Mobile no.:	
		Email Address:	
	4.	Address for Billing Office*	
		Name of Contact Person *	
		Contact No. *	
		Mobile No.	
		E mail ID *	
	5.	Name of Contact Person (Finance & Accounts) *	
		Contact no.	
		Mobile no.	
		E mail ID *	

II	STATUTORY DETAILS:		
	1.	GST Details: -	
		Whether Registered Assessee (Yes or No)	
		If Yes: -	
		GSTIN Number # *	
		Type of Assessee	
	2.	MSME	
		Whether Registered under MSME (Yes or No) *	
		If Yes: -	
		MSME Registration No. and validity date # *	

Tender Documents –Package-4 Modular Furniture

	3.	Permanent Income Tax No. (PAN) #	
	4.	NATURE OF ENTITY: * PROPRIETOR/PARTNERSHIP/ LPP/ PRIVATE LIMITED /PUBLIC LIMITED/GOVERNMENT	
	5.	WHETHER FUNCTIONING IN A SPECIAL ECONOMIC ZONE. (SEZ) (YES/ No) *	

III	BANK DETAILS: -		
		Name of Bank	
		Address of Bank	
		Bank Account No.	
		IFSC Code	
		SWIFT CODE (If party's billing address is outside India)	

IV	Details of responding Company		
1.	Current Year Turnover (Rs Crores) from application development and audit related operations in India;		
2.	Company Profile (Operations in India)		
2.1	Average turnover from Indian Operations	(Turnover in Rs Crores)	
2.2	Full-time professional staff engaged in related services	(Number of Staff)	
2.3	Extent of operations in India (national spread) i.e. number of offices in India (client specific / project specific offices should not be taken into account)	(Number of Offices in different cities/towns and their address)	
3.	Company Experience		
3.2	Experience of working on similar Specifications		(Number of Projects and their brief description)

Declaration by Director/ Proprietor/ Partner:

I/We declare that the information furnished above are correct to the best of my/our knowledge / belief. I/We undertake to inform you of any change in above particulars at the earliest.

ANNEXURE-B

Format for Non-Blacklisting Undertaking

(To be submitted on the Letterhead of the responding firm)

To,

SBI CAPITAL MARKETS LTD

4th Floor, Sood Tower (East),

25 Barakhamba Road, New Delhi – 110001

Subject: Non-Blacklisting declaration in connection with RFP Ref. No. _____ dated _____ for

Dear Sir,

This is to notify you that our Firm/Company/Organization _____ intends to submit proposal in response to invitation for <>. In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities in the last 5 years preceding the Proposal Due Date

Dated this Day of (Year)

(Signature) (In the capacity of)

Duly authorized to sign the Proposal Response for and on behalf

of: (Name and Address of Company) Seal/Stamp of Bidder

ANNEXURE-C

Performa for Manufacturer Authorisation form (MAF)
(To be submitted on the Letterhead of the OEM)

Dated:

To,
SBI CAPITAL MARKETS LTD
4th Floor, Sood Tower (East),
25 Barakhamba Road, New Delhi – 110001

Subject: Manufacturer Authorisation form (MAF) to M/s

Dear Sir,
We, M/s....., are established and reputed manufacturer and service provider of..... (Product details), having our registered office at..... We hereby authorise M/s (Bidder name), Office..... to participate in bid and subsequently upon award of the bid to execute the Supply and Installation & Commissioning of our range of products against your above said bid.

Thanking you,

Best regards,

Authorised Signatory

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work:-

Item rate Tenders are invited for and on behalf of SBICAPS Capital Markets Limited for the work of:
“SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029..

2.0 Site and Its Location:-

The proposed work is to be carried out at in a prime upcoming office complex of south Delhi. Super Built Up Area :**30,261 Sq. ft** Carpet Area :**22,379 Sq. ft** at **I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.**

3.0 Earnest Money

- 3.1** Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.
- 3.2** The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 3.3** Non-submission of EMD (in form of BG, DD, Banker Cheque in physical form) to purchaser's office as mentioned in IFB may render the bid liable for rejection.
- 3.4** Original Bid Security in the form of BG/ DD/Banker's Cheque shall be submitted in a sealed envelope clearly super scribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement of the EMD and its consequential rejection.
- 3.5** Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.
- 3.6** Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account.
- 3.7** The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.
- 3.8** The bid security may be forfeited if
 - 3.8.1** The bidder withdraws the bid within its validity.
 - 3.8.2** The bidder revised / modified their bids suo moto affecting the bid requirement
 - 3.8.3** The bidder does not accept the LOA/PO/Contract
 - 3.8.4** Execution of job has not started as per timelines defined in tender document.

If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.

4.0 Initial Security Deposit :

The successful tenderer will have to submit a sum equivalent to 3% of contract value less EMD by means of DD drawn in favour of **SBI CAPITAL MARKETS LTD** payable at New Delhi within a period of 15 days of acceptance of tender.

5.0 Security Deposit

The security deposit for contractors for works shall be equivalent to the 5% of the Total contract value (excluding taxes). The security deposit shall be paid by Bank Guarantee/ Demand Draft. EMD shall be paid @ 2% at submission of tender and ISD 3% (Including EMD) in advance on acceptance of contract in next 15 days AS Security Deposit.

Total security deposit shall be 5% of contract value.

50% of the total security shall be paid to the contractors on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

No interest shall be paid on the amount retained by the SBICAPS as Security Deposit.

6.0 Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract within 15 days from the receipt of intimation of acceptance of his tender by the SBI CAPITAL MARKETS LIMITED. However, the written acceptance of the tender by the SBICAPS will constitute a binding agreement between the SBICAPS and successful tenderer whether such formal agreement is subsequently entered into or not. In case the successful tenderer is not able to sign the contract documents within the specified time in that case his EMD and other security amount, if any, is liable to be forfeited by the SBI CAPS.

7.0 Completion Period

The time period allowed for completion of the project shall be 2 MONTHS from the date of commencement which is the date of placing Letter of Acceptance / work order.

8.0 Validity of Tender

Validity of quotation shall remain valid for acceptance for a period of 90 days from opening of the price bid.

9.0 Liquidated Damages

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.

10.0 General Instructions

The intending contractor must read the terms and conditions of tender document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied.

ARTICLES OF AGREEMENT- SAMPLE
(ON NON JUDICIAL STAMP PAPER OF SUITABLE DENOMINATION)

(This draft agreement is indicative only and may be redrafted before entering into a contract)

ARTICLES OF AGREEMENT MADE ON THIS DAY Between M/s. **SBI Capital Markets Limited** a body corporate constituted under the **companies** Act, 1956 and having its office at Sood Tower, (East), 4th Floor, Plot-25, Barakhamba Road, New Delhi – 110001 (hereinafter called "THE PURCHASER ") of the one part and M/s..... Registered under Companies Act, 1956 and having its office at (hereinafter called "THE CONTRACTOR") of the other part.

WHEREAS "THE PURCHASER " desires to engage one contracting agency for (as described under scope of works hereto) to be carried out their " **SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029**. As per the Architectural and structural detailed drawings, plans, sections, elevations etc. respectively prepared by their Architect, **M/s THE GRID**, New Delhi on the basis of above.

The term "Architect" and "Project Management Consultant" (APMCF / PMC) in the said conditions shall mean the said **M/s THE GRID**, E-326, Greater Kailash-2, New Delhi-110048, and shall include their legal representatives and assignees or in the event of his/their death or ceasing to be the Architect, such other person as shall be nominated for that purpose by the Purchaser , not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator, mentioned in the said conditions provided always that no person subsequently appointed to be entitled to disregard or overrule any previous decisions or approvals or directions given or expressed by the Architect for the time being.

In response to the tenders invited by **PURCHASER / PMC**, the **CONTRACTOR** has inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and nature of the site and local conditions, quantities nature and magnitude of work, the availability of labour and material necessary for the execution of work, the means of access to work site, the supply of power and water thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.

The following documents annexed hereto and marked as Annexure as per numbers given against each of these documents, shall form the integral part of this Agreement as if these were fully incorporated herein and this Agreement together with all its Annexures are hereinafter referred to as the CONTRACT:

Part-1 TECHNICAL BID

Part-2 PRICE BID

The PURCHASER has accepted the offer of the Contractor and the Contractor has agreed to execute the said Works, subject to the terms and conditions contained herein and those contained in Annexure referred herein, for the provision and the execution of the works mentioned in the CONTRACT at an amount of Rs. **(RupeesOnly) plus GST.**

Contractor shall not claim any other escalation in contract rate for rise in prices of materials/ labour etc. during the completion of work and shall complete the work at contracted rate which shall be valid for project period **2 MONTHS** from the date of commencement of work. In case of extension in the time period for execution of the contract beyond Project period 2 Months, for the reasons of delay attributed to the Contractor, the PVA clause will not be admissible for extended period and the Architect's decision in this respect shall be final and binding on the Contractor.

The CONTRACTOR shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

It has been understood by the parties hereto that the PURCHASER will have right to make reasonable changes in the drawings and designs during the progress of the construction works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTOR will commence the work on or before and will complete the same on or before and the time shall be the essence of the CONTRACT. In consideration of the due provision, execution and completion of all the works, in terms of the CONTRACT the PURCHASER does hereby agree with the CONTRACTOR that the PURCHASER will pay to the CONTRACTOR the respective amounts for the work actually done by them and approved by the PURCHASER. Such Payments shall be made at such time and in such a manner as provided for in the CONTRACT.

The CONTRACTOR do hereby agree to pay such sums as may be due to the PURCHASER for the service rendered or material supplied by the PURCHASER to the CONTRACTOR as set out in the CONTRACT. The Contractor do hereby agree that the amount of liquidated damages specified in conditions of contract/ special conditions of contract represents a genuine and fair estimate of the loss likely to be suffered by the PURCHASER in the event of the works not being completed in time.

It is specifically and distinctly understood and agreed between the PURCHASER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the site made available by the PURCHASER for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTOR in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the PURCHASER shall have an absolute and unfettered right to take full possession of the site and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR lying in the site.

The CONTRACTOR shall be allowed to enter upon the site for execution of the works only for the purpose of executing the contract work and shall not have any claim, right, title or interest in the site or the structures erected thereon and shall not enter upon at any time without assigning any reason.

The dispute or difference if any, relating to this agreement or any document appended hereto shall be settled by arbitration under the provisions of Indian Arbitration & Conciliation Act, 1996 or any rules and regulations framed there under within the jurisdiction of Delhi and the place of arbitration shall be the city of Delhi and the arbitration will be conducted in English language.

The parties agree to submit themselves to the jurisdiction of courts at Delhi.

IN WITNESS WHERE OF the parties have executed these presents on the day and the year first above written.

SBI CAPITAL MARKETS LTD
Senior Vice President and Head,
New Delhi Regional Office

Contractor
M/s

Name :-

Name :-

Tender Documents –Package-4 Modular Furniture

Designation:-

Designation:-

Date:-

Date:-

WITNESS:- (1)

(2)

Place:

Date:

SPECIAL CONDITIONS OF CONTRACT (SCC)

Name of Work: SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029..

PURCHASER : M/s SBI Capital Markets Limited

1.0 General:

- 1.1 **SBI CAPITAL MARKETS LTD** reserves the right to place the order for part quantity.
- 1.2 SBICAPS reserves the right to split the total scope of work among more than one bidder.
- 1.3 Purchaser (**SBI CAPITAL MARKETS LTD**) reserves the right to increase or decrease the scope of work of bidders before or after award of work.
- 1.4 Bids through Fax / E-mail are not acceptable.
- 1.5 Purchaser will not be responsible for cost incurred in preparation and delivery of bids.
- 1.6 SBICAPS reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 1.7 The Bidder should not be on holiday list/ blacklisted by any Government (Central, State or Local Governments), PSU, PSU-JV, Government Ministry and/ or other government entities, CGD Company in India.
- 1.8 Bidders are advised to visit the site before quoting.
- 1.9 Before tendering, Contractor shall visit the site and assess the manner in which he is able to arrange the accommodation facilities for labors. If as per local Municipal regulations or if space is not available at site, **huts for labourers** are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place outside the site or outside as is acceptable to the local body at his own cost, resources & consequences. Nothing extra shall be paid on this account. The Engineer-in-Charge shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained.

2.0 Commencement of Work and Provision of Extra Space

- i) Immediately on issue of Letter of Intent / work order, the Purchaser shall ensure that the Architects or the PMC concerned as the case may be are issuing necessary detailed instructions to the contractor to commence the work forthwith.
- ii) The date of commencement of the work of issue of Letter of Intent / work order.
- iii) Before start of the work and after clearing / cleaning of the site, the spot levels of the site shall be taken jointly by the contractor and the PMC under the supervision at 3 meter intervals or at closer intervals as required and plotted on tracing sheets as well as in soft AutoCAD & PDF format. The contractor shall carry out all surveying works of the site viz levelling, transfer & setting up benchmarks at site, in coordination / jointly with PMC Engineer and submit the details to Architect / PMC. The levels and drawings shall be signed by the contractor or his authorized representative and the PMC and copy of such drawings shall be sent to the Purchaser and the Architects for record by the contractor at his own cost & within quoted / accepted rates. No extra payment shall be made to the contractor for this work.
- iv) The PMC shall ascertain & verify that all the clearances are obtained from the local authorities for commencing the work.
- v) The layout of the buildings shall be marked by the contractors at site with reference to the approved plans and shall be got cleared from the PMC and Architect before taking up the construction work. In case of any discrepancies, the same shall be brought to the notice of the Architects for corrective action. In such cases, work shall be allowed to be taken up only when the layout is cleared by the PMC and the Architect.

- vi) The Contractor shall arrange for the additional / extra open / covered space away from the site, if required for storing / stacking the materials, plants , machinery etc. at his own cost & within the quoted / accepted rates.

3.0 Observance of Contract Labour Act 1970

The Contractor shall be responsible to register himself and obtain a certificate under the Contract Labor (Regulation and Abolition) ACT, 1970 and rules there under, if required and he must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to the Admin Officer as may be required by the Act/Rules and shall indemnify the SBI CAPITAL MARKETS LIMITED against any penalties/claims for any default on his part. A copy of the certificate shall be furnished to the SBICAPS.

There shall be no Purchaser -employee relationship between the SBICAPS and the personal/labor engaged by the Contractor. The persons engaged by the Contractor shall not have any claim for employment or absorption in the SBICAPS in whatsoever and howsoever/manner or in any connection therewith against the SBICAPS now or at a future date. The persons engaged by the Contractor shall be the employee of the contractor only and not of the SBICAPS.

The Contractor shall indemnify and keep indemnified the SBICAPS against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and any other Labour laws/ statutory laws statute in force in this regard.

4.0 Program charts and Progress Report:

- a) Within a 15 (fifteen) days time after the acceptance of his Tender, the Contractor shall submit to the Project Management Consultant for his approval and/ or information a BAR Chart / PERT chart in the well stated manner and as the software output from the Primavera / MS project. Project Management tool / S-curve etc. shall be provided by the contractor as desired by the SBICAPS. The inputs of the software can be embedded to fulfil the requirements as given in the format in the annexures and these requirements might be updated from time to time by the engineer-in-charge.
- b) Contractor shall also showing the order of procurement and method in which he proposes to carry out the works, a general description of the arrangements and methods which he proposes to adopt for the execution of the Works, the Constructional Plant and Temporary Works which he intends to supply, use or construct as the case may be, the scheduling of samples, Shop Drawings and approvals from concerned authorities as required under the contract to the PMC/Purchaser .
- c) If the actual progress of the works does not conform to the approved chart, the Contractor shall be required to submit a revised program and implement the same for the completion of the works within the stipulated time for completion.
- d) Update the Master Schedule, Monthly progress schedule from time to time which shall be displayed to mitigate problems during site Meetings on the spot as required. The detailed working schedules of all activities of project, including realistic activity sequences and durations, processing of the shop-drawings, preparation of draft minutes of meeting to be finalized by PMC/ SBICAPS, Fabrication activities, identifying bottlenecks can be showcased to PMC and suggestions given for incorporating remedial measures to make up lost time.
- e) List of personnel I. Authorized representative II. Technical & non-technical staff III. Skilled & unskilled labours IV. Security staff, deployed at site for on schedule completion of this contract.
- f) This program shall be submitted by the contractor in consultation with Architect/PMC to the purchaser. The submission to and approval by the Project Management Consultant of such programs shall not relieve the Contractor of any of his duties or responsibilities under the contract.

- g) The monthly progress chart as given in annexure indicating there in the program and progress achieved both physical and financial with reasons for short fall, if any, shall be sent by the Site Engineer/PMC to the SBICAPS before 10th of the following month.

5.0 Co-ordination and Monitoring:

- i) It is the prime responsibility of the architects and PMC to ensure that execution of the work progresses smoothly in accordance with the program and in proper co-ordination among different agencies.
- ii) The Architects and PMC shall keep a close watch on the progress of work, the resources position etc. and take suitable timely remedial measures to sort out the bottlenecks in consultation with the concerned Engineers of the SBI CAPITAL MARKETS LIMITED.
- iii) Site meetings shall be held at periodical intervals at least once in 15days or at closer intervals where Architect, PMC, Site Engineer, and the representatives of various agencies who are involved in the project shall attend and review the progress of work and sort out hindrances, if any.
- iv) Concerned Project Engineers shall attend site meetings as often as possible in the interest of expeditious progress of the work. Minutes of the site meetings shall be prepared by the Architects/PMC and furnished to the concerned Department and others concerned immediately after holding of such meeting.
- v) In terms of the contract provisions, the contractors are required to submit progress photographs (in triplicate) at the beginning of each month. The photographs shall be so taken in such a manner so as to give a fair idea of progress of construction and the date of photographs taken shall be written on the reverse.
- vi) As a faster means of coordination and monitoring, the use of advanced technology may be used.

6.0 Quality Assurance-

- i. The proposed building is a prestigious project of SBICAPS and quality of work is of paramount importance. Vendor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work.
- ii. The vendor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit ***shall be summarily rejected*** by the SBICAPS Authorized person & vendor shall be bound to replace/ remove such sub- standard/defective work immediately. If any material, even though approved by SBICAPS Authorized person is found defective or not conforming to specifications shall be replaced/removed by the vendor ***at his own risk & cost***
- iii. The vendor shall submit, a detailed and complete method statement for the execution, testing and Quality Assurance of works. All the materials to be used in the work, to give the finished work complete in all respects, shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the SBICAPS Authorized person. However, keeping the Quality Assurance in mind, the Vendor shall submit, on request from the SBICAPS Authorized person, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, SBICAPS Authorized person.
- iv. All materials and fittings brought by the vendor to the site for use shall conform to the samples approved by the SBICAPS Authorized Person which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from SBICAPS Authorized person. Wherever brand/quality of material is not specified in the item of work, the vendor shall submit the samples as per suggested list of brand names given in the tender document for approval of SBICAPS Authorized person. For all other items, materials and fittings of ISI Marked shall be used with the approval of SBICAPS Authorized person.

7.0 Certification of Bills and Payment:

The contractor shall be entitled under the certificates to be issued by the Architect/ Consultant to the contractor within 10 working days from the date of certificate to the payment from PURCHASER from time to time subject to satisfaction of the SBICAPS. The PURCHASER shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect/Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The Architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect/Consultant may by any certificate make any corrections required in previous certificate.

The PURCHASER shall modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment.

8.0 : TERMS OF PAYMENT:

1. 50% payment will be released after delivery of all material on site.
2. 40% Payment after installation and fixing.
3. 5% Final bill and inspection.
4. 5% After Defect Liability Period.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/Consultant shall issue the certificate of payment within a period of two months. The PURCHASER shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities and subject to satisfaction of the Purchaser SBICAPS.

The contractor shall submit the interim bills in the prescribed format with all details.

The contractor shall submit computerized bill in three copies along with joint measurements and all supporting documents. Contractor shall submit the soft copy containing the details of the bill with their supporting documents for the checking of the E.I.C. The contractor shall inform the EIC or his representative well in advance for recording the joint measurement and shall submit the bills after joint measurement.

(A) PAYMENT OF FINAL BILL:

- (i) Contractor must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the contractor within 60 days of the submission of the final bill based on the joint measurement with EIC/AC or his authorized representative along with all requisite documents including **"No Claim Certificate"** & all obligations under the contract, site clearance, certificate, as built drawings etc.

No Claim Certificate: The contractor shall submit final bill along with No Claim Certificate. No Claim Certificate shall be on the contractor's letter head and indemnity Bond in prescribed Performa in the contract on non-judicial stamp paper of Rs. 100/- duly notarized from Notary public indemnifying SBICAPS from all liabilities w.r.t persons engaged by the contractor regarding payment of wages, PF/ESI contribution, insurance & other liabilities. The final bill shall be processed only on submission of No Claim Certificate, otherwise final bill will be paid only after one year of submission of the same, as per SBICAPS records

9.0 Variations/extra items of work:

- i) The detailed estimates have been prepared based on approved plans and drawings so that variations during execution of work are kept to the minimum. However, if some change has to be made, the

same may be done with the approval of competent authorities.

Deviations in the agreement would normally comprise of:-

- a) New items of works i.e. items completely new and in addition to the items of contract. These are known as extra or additional items.
- b) Substituted items i.e. items which substitute the existing one or are taken up in lieu of those already provided in the contract. There can be slight modifications or partially omitting items of work in the

contract.

- c) Deviation in quantities of items, i.e. where there is increase or decrease in the quantities of work in the agreement. In other words, the nomenclature of work remains the same but the quantities vary with those provided in the agreement.
- ii) As regards substitution or extra item of work, it should be ensured, while doing so, that the quantity of low rates items is not substituted by high rated items either by way of substitution or by allowing extra items.
- iii) The rates of substitution or extra items shall be approved by the competent authorities and these rates are to be derived in the manner as specified in the tender document.
- iv) As regards variation in quantities of the tender items, the same may be permitted by the competent authority for certifying the contractor's running bills and making payment.

Substandard works and materials:

The contractors are required to execute all works satisfactorily and according to the specifications.

- i) If any material or work is found to be unsound, imperfect, or inferior, from what is specified in the contract, the contractor should rectify or re-execute the work or remove the material as the case may be within a reasonable time depending upon the nature of work. If the contractor fails to do so, the work shall be got redone or rectified or the material replaced through any other agency at the contractor's risk and cost as per the provisions of the contract.
- ii) Under certain exceptional circumstances, when the substandard work done cannot be rectified or redone because of structural or other constraints, the matter shall be reported to the Architect and SBI CAPITAL MARKETS LIMITED's Engineers and if it is subsequently decided to accept the said work, payment for such work shall be allowed at a reduced rate arrived at keeping in view the nature and extent of deviation from the specifications or drawings.

9.1 DELINQUENCIES

The under noted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disqualification action.

- i) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii) Non-submission of the fresh / latest income tax clearance certificate
- iii) Irregular tendering practice.
- iv) Submission of tender containing far too many arithmetical errors and freak rates.
- v) Revoking a tender without any valid reasons.
- vi) Tardiness in commencing work
- vii) Poor organization at site and lack of his personal supervision
- viii) Ignoring SBICAPS/Architect/PMC notices for replacement / rectification of rejected materials, workmanship etc.
- ix) Violating any of the important conditions of contract i.e. site facilities, insurance, labour laws, ban on subletting etc.
- x) Lack of promptitude and co-operation in measurement of work and settlement of final account.
- xi) Non-submission of vouchers and proof of purchases etc.
- xii) Tendency towards putting up false and untenable claims.
- xiii) Tendency towards suspension of work for frivolous reasons.
- xiv) Treatment of labour
- xv) Bad treatment of sub-contractors (piece workers) and business like dealings with suppliers of material.
- xvi) Lack of co-operation with nominated contractors of SBICAPS
- xvii) Contractors becoming Bankrupt or insolvent.
- xviii) Contractor's conviction by a Court of Law.
- xix) 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.

10.0 DISQUALIFICATION ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR PROCEDURE:

- i) Correspondence on this subject shall be initiated (marked confidential) by the concerned Engineer in charge of project who discovered the contractor's misdemeanors / delinquencies etc.
- ii) The correspondence shall contain facts and proofs and not mere suspicions.
- iii) No disqualification action shall be taken against a contractor by an officer below rank of SVP or the authority who have accorded approval for empanelment of prequalification.
- iv) Record of disqualification action taken against contractors shall be maintained in a separate file as also in the concerned contractor's dossier.

11.0 Occupation certificate:

After the completion of the project, the contractors shall organize to get a completion certificate/occupation certificate from the local authority, as required, for occupying the building.

12.0 Completion of work and refund of security deposit:

- i) The work shall be considered as complete only when the certificate of virtual completion is issued by the architects.
- ii) The 'defects liability period' as prescribed in the contract shall commence only from date of such virtual completion.
- iii) Any defect that may appear within the defect's liability period shall be rectified by the contractor within reasonable time on receipt of necessary instructions from architects/SBICAPS to that effect. The Site Engineer/PMC attached to the project shall during the defects liability period, after thorough inspection of the work done, prepare a list of defective items of work and forward the same to the Architect / Purchaser for issue of formal instructions to the contractors for rectification of defects. Such intimation for rectification of defects shall reach the contractors before the expiry of the defects liability period.
- iv) 50% of Security Deposit will be returned on Virtual completion of work subject to satisfaction of SBICAPS. However, before releasing the remaining 50% security deposit it shall be ensured that all the defects pointed out have been satisfactorily rectified by the contractor during the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

13.0 Performance guarantees/manufacturers test certificates:

Once the work is certified as virtually complete, architects shall ensure that all the performance guarantees/ Manufacturer's test certificates in respect of waterproofing treatment, anti termite treatment, lifts, A.C. equipment, substation equipment's like transformer, H.V. gears, fire pumps, diesel engines etc. as per the contract provisions are submitted by the contractor. The concerned Engineers of the SBICAPS shall ensure that the final payments are released to the contractor only after obtaining such guarantees wherever specified.

14.0 As-Built Drawings

The Architect / Consultant will issue soft copies of drawings to the contractor for the items for which some changes have been made from the approved drawings as instructed by the Architect / Consultant. The contractor will make the changes made on these copies and return these as soft copies to the Architect / Consultant for their approval. In case any revision is required or the corrections are not properly marked the Architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and will submit to the PMC two hardcopies duly approved and stamped by the contractor. For the Shop drawings made by the contractor, they will modify the drawing to include wherever the changes are made by the SBICAPS / Architect / Consultant and submit two copies of such modified signed hardcopies drawings to the Architect.

15.0 Insurance:

The Purchaser shall make necessary arrangement to insure the building/installation from the date of virtual completion.

16.0 No compensation for restrictions of work:

If at any time after acceptance of the tender PURCHASER shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried

out, the Architect/Consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter.

The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from PURCHASER stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect/Consultant shall be final.

17.0 Suspension of work:

- i) The contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/ Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
 - c) For safety of the works or part thereof.The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant.
- ii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above :
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

18.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the PURCHASER .

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of PURCHASER .
- b) To employ labour paid by the PURCHASER and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/ Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had

been carried out by the contractor under the terms of this contract the certificate of Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Consultant shall be final and conclusive) shall be borne by original contractor and may be

deducted from any money due to him by PURCHASER under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the PURCHASER the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect/Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

19.0 Videography and photography of Major activities at site:

The contractor in consultation with PMC shall make proper arrangements to carry Videography and photography of all major activities, day to day progress, hindrances etc. as per requirement of the Purchaser without charging any additional cost to them and shall maintain two copies of photos (Hard copy- colored as well as soft copy) and videos in soft form, one copy of which will be submitted to the client.

GENERAL CONDITIONS OF CONTRACT (GCC)

SUPPLY AND INSTALLATION OF MODULAR FURNITURE AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

1 Definitions and Interpretations:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise required: -

"PURCHASER / CLIENT/ SBICAPS " means **SBI CAPITAL MARKETS LTD** 4th Floor, Sood Tower (East), 25, Barakhamba Road, New Delhi – 110001 and shall include his/ their heirs, legal representatives, assignees and successors.

- A. "CONTRACTOR" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the persons, comprising such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or company.
- B. "ARCHITECT/PMC" shall mean M/s. **The Grid, E-326, Greater Kailash-2, New Delhi- 110048.**, engaged by SBICAPS to act as Architect/PMC for the purpose of the contract and shall include his/ their heirs, legal representatives, assignees and successors.
- C. "CONSULTING ENGINEER" means Sub-Consultant retained by the Architect or Purchaser for designing of Structural/ Electrical/ Mechanical/ Sanitary and Plumbing works includes his/ their heirs, legal representatives, assignees and successors.
- D. "CONTRACT" means the documents forming the tender and acceptance thereof together with documents referred to therein or individual works orders in the case of terms of contracts including the General Conditions of Contract, Special Conditions, the Appendix, Bill of Quantities, Schedule of rates and prices or the rates quoted, scope of work, Specifications, Drawings and the Contract Agreement if completed and all these documents correspondence prior to letter of intent awarding another work as applicable taken together shall be deemed a form to Contract and shall be complementary to one another.
- E. "CONTRACT PRICE" means the sum named in the letter of acceptance or the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained in the contract.
- F. "WORK" Works means all the works specified or set forth and required in and by the said specifications, drawings and schedule hereto annexed or to be implied there from and shall include both permanent works and temporary works, whether original, altered, substituted or additional, to be executed in accordance with the contract.\
- G. "PERMANENT WORKS" means the permanent works to be executed and maintained in accordance with the contract.\
- H. "TEMPORARY WORKS" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

- I. "SPECIFICATION" means the specification referred to the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Architect.
- J. "DRAWINGS" means the drawings, maps, plans & tracings or prints there of or referred in the contract, any modification of such drawings approved in writing by the Architect and such other drawings as may from time to time be furnished or approved in writing by the Architect.
- K. "SITE" shall mean the land and/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- L. "NOTICE" in writing or written notice means a notice in writing typed 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 tenderer/ contractor and or at the mail id mentioned by the contractor in the "form of tender" of these tender document and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- M. "APPROVED" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- N. "MONTH" means month according to Gregorian calendar.
- O. "SUB CONTRACTOR" means any person, firm or corporation having a contract for the execution of a part or parts of the work included in the contract and a person, firm or corporation furnishing materials called for in the contract and worked to a special design according to the specifications.
- P. "VIRTUAL COMPLETION" means that the constructions of works specified are of the works is sufficiently completed in accordance with the contract, as modified by any changed or variation orders agreed to by the parties so that the Purchaser can occupy the same for the use it was intended.
- Q. "CONTRACT PERIOD" means the accepted period of consecutive days stated on the Form of Tender starting from the Architect or Purchaser 's order to commence the work.
- R. "THE DATE OF COMPLETION" is the date or dates for completion of the work or works or any part of the works set out or ascertained in accordance with the individual works orders and the tender documents or any subsequent amendments thereto
- S. "SINGULAR AND PLURAL" words importing persons include firms and corporations, words importing the singular party only also include the plural and vice versa where the context requires.
- T. The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.
 - i) Senior Vice President (SVP)
 - ii) Consultant – (Civil)
 - iii) Concerned partner of the Architects or their project architect.
 - iv) Resident Civil Engineer- in Charge of PMC

1.2 Total Security Deposit:

Total Security deposit comprise of :

- a) Earnest Money Deposit
- b) Initial Security Deposit
- c) Retention Money
- d) Additional Security Deposit

2 Language, Errors, omissions and discrepancies:

The language in which the contract documents shall be drawn shall be in English.

In case of errors, omissions and/ or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii. Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
- iv. In case of difference between rates written in figures and words, the rate in words shall prevail.
- v. Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

3. Project Management Consultant (PMC):-

The Project Management Consultant engaged by the SBICAPS / Purchaser shall supervise the works and to test any materials to be used in the works. The Contractor shall afford the Project Management Consultants every facility and assistance for examining the works and materials and checking and measuring works and materials.

4. Duties and Powers of Project Management Consultant:-

PMC duties are to watch and supervise the works of and to test any materials to be used or workmanship employed in connection with the works, quality control, Project Scheduling and monitoring and co-ordinating with all other Agencies and Civil Contractor, recording of measurements, certification of bills, preparing extra/ deviation items, excess/ scoring statement, preparing Minutes of Meeting etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the contract or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Purchaser or any variation of or in the works.

The Contractor shall afford the PMC every facility and assistance for examining the works and materials and checking and measuring time and materials. The PMC shall have no power to revoke, alter, enlarge or relax any requirements of this contract or to sanction any day work, additions, alterations, deviations or omissions unless such an authority may be confirmed by written order of the Purchaser .

The PMC shall act in consultation with the Structural Consultant in regard to the quality of all structural aspects of work and in consultation with the Architect, will finalise the selection of finishing materials. The PMC shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to the Purchaser .

The PMC shall have the power to give notice to the Contractor or his Engineer-In-Charge, about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architects/ Structural Consultant/ Purchaser but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Architects/ Purchaser / Structural Consultant as the case may be through PMC.

The PMC shall have such other power and discharge other functions as are specifically provided in this contract included such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Purchaser , which shall be duly notified to the Contractors.

5. Scope of Contract:

- a. Scope of the Contract shall be as defined in the Purchase Order / Contract specifications, drawings and Annexure thereto. For provisions not covered under the Purchase Order / Contract, provisions of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) of the tender document against which the Purchase Order / Contract has been placed shall prevail.

- b. Completeness of the equipment shall be the responsibility of the Seller. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being Seller's responsibility) shall be provided by Seller without any extra cost.
- c. The Seller shall follow the best modern practices in the manufacture of high grade equipment notwithstanding any omission in the specifications. The true intent and meaning of these documents is that Seller shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of Purchaser.
- d. The Seller shall furnish 2 nos. copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipment's to the Purchaser.
- e. The documents once submitted by the Seller shall be firm and final and not subject to subsequent changes. The Seller shall be responsible for any loss to the Purchaser / Consultant consequent to furnishing of incorrect data/drawings.
- f. All dimensions and weight should be in metric system.
- g. All equipment to be supplied and work to be carried out under the Contract shall conform to and comply with the provisions of relevant regulations / Acts (State Government or Central Government) as may be applicable to the type of equipment / work carried out and necessary certificates shall be furnished.
- h. The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- i. Specifications, design and drawings issued to the Seller along with RFP/Tender and Contract are not sold or given but loaned. These remain property of Purchaser / Consultant or its assigns and are subject to recall by Purchaser / Consultant. The Seller and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the Contract and shall not disclose the same to any person, firm or corporate body, without written permission of Purchaser / Consultant. All such details shall be kept confidential.
- j. Seller shall pack, protect, mark and arrange for dispatch of equipment as per instructions given in the Contract.

k. **(i) Letter of Acceptance**

Within the validity period of the tender the Purchaser shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the PURCHASER and the contractor.

(ii)Contract Agreement

On receipt of intimation of the acceptance of tender from the Purchaser /Architect the successful tenderer/ Contractor shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement/Contract in a non-judicial stamp paper of appropriate value.

l. **Purchaser ship of drawings**

All drawings, specifications and copies thereof furnished by the Purchaser through its architect/ consultants are the properties of the Purchaser . They are not to be used on other works.

m. **Detailed Drawings and Instructions:**

The SBICAPS through its architects / consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity there with and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the Letter of Intent / work order and submit the same to the SBICAPS through the architect/consultant.

The Work shall be carried out to the entire satisfaction of the Purchaser / Architects or their Consultants and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the Architect/ Structural Consultant and in accordance with such written instructions, directions and explanation as may from time to time be given by the Purchaser / Architect/ Structural Consultant whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

No drawing shall be taken as in itself an order for execution unless, in addition to the Architect/ Structural Consultant's signature, it bears express words stating remark "GOOD FOR CONSTRUCTION". No claim for payment for extra works shall be allowed unless the said work shall have been executed under the provisions of clause no 7.9--(AUTHORITIES, NOTICES and PATENT) by the authorities directions in writing of the Consultant as herein mentioned.

One complete set of the drawings, certified copy of tender document together with Specifications shall be furnished by the Architect to the Contractor. The Architect/ Structural Consultant shall furnish, within such time, as may reasonable, one copy of additional drawings, which in his opinion are necessary for the execution of any work. Such copies shall be kept on the works, and the Architect/ Structural Consultant or his representatives shall at all reasonable times have access to the same. The Original Contract documents shall remain in the custody of the Purchaser and shall be produced by him at his office as and when required.

Any additional prints of drawings if any, required by the Contractors, may be supplied by the Architect/ Structural Consultant.

Any works indicated on the drawings and not mentioned in the specification or vice-versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed marked or specified.

The Contractor's work shall not deviate from the drawings and the specifications. The Architect's interpretation of these documents shall be final and without appeal.

Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted as directed, by the Contractor without expense to the Purchaser . These general conditions apply with equal force to all the work including authorized extra works.

All Drawings, Specifications and copies thereof furnished by the Architect are the property of the SBICAPS. They shall not be used on any other work and shall be returned to the Architect at his request on completion or termination of the Contract.

The SBICAPS shall have full power and authority to supply to the Contractor through Architect / PMC from time to time during the progress of works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

n. **Copies of agreement:**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

o. **Liquidated damages:**

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBICAPS on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

p. **Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules,

applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBICAPS in writing under intimation of the Architect/ Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising the reform and shall indemnify the SBICAPS any legal actions arising there from.

q. **Setting out Work:**

The contractor shall set out the work 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 and get it approved by the architect / consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by, the architect / consultant the contractor shall be responsible for the same ad shall his own expenses rectify such error, if so, required to satisfaction of the SBICAPS

r. **Protection of works and property:**

The contractor shall continuously maintain adequate protection. of all his work from damage and shall protect the SBICAPS's properties from injury or loss arising in connection with contract.

He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause at his own cost. The policy may be taken in joint names of the contractor and the SBICAPS and the original policy may be lodged with the SBICAPS

s. **Inspection of work:**

The SBICAPS / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBICAPS/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBICAPS/ Architect /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

t. **Assignment and subletting:**

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share there of or interest therein without the written consent of the SBICAPS through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

6. **Quality of materials, workmanship &Test:**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before in corporation in the work for testing as may be selected and required by the architect/consultant.

Samples:

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect/consultant before submitting the sample/literature

the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

Cost of tests:

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

Costs of tests not provided for:

If any test is ordered by the Architect/ Consultant which is either

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

7. Obtaining information related to execution of work:

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

8. Contractor's superintendence:

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Architect/Consultant may consider necessary until the expiry of the defects liability period, stated hereto.

9. Quantities:

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities.

The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

10. Works to be measured:

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of

measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect/consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

11. Variations:

No alteration, omission or variation ordered in writing by the Architect/consultant vitiates the contract. In case the SBICAPS/ Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. Alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case maybe.

a. Valuation of Variations:

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of the SBICAPS as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work price herein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub- Clause 'c' hereunder.

Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect/consultant at or before the end of the week following that in which the work has been executed.

It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

12. Final measurement:

The measurement and valuation in respect of the contract shall be completed within two months of the virtual completion of the work.

13. Virtual Completion Certificate (VCC):

On successful completion of entire works covered by the contract to the full satisfaction of the SBICAPS, the contractor shall ensure that the following works have been completed the satisfaction of the SBICAPS:

Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.

Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBICAPS not incorporated in the permanent

works.

Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the SBICAPS and shall clear, level and dress, compact the site as required by the SBICAPS

Shall put the SBICAPS in undisputed custody and possession of the site and all land allot by the SBICAPS

Shall hand over the work in a peaceful manner to the SBICAPS

All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBICAPS

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBICAPS rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBICAPS against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

a. **Work by other agencies:**

The SBICAPS / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBICAPS. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

b. **Insurance of works:**

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBICAPS and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBICAPS and contractor are covered during the period commencing from date of start of work at site to date of handing over the site back to the SBICAPS after

completion of all works and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.

The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

Such insurance shall be affected with an insurer and in terms approved by the SBICAPS which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

14. Damage to persons and property:

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBICAPS against

all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBICAPS to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBICAPS their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBICAPS, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

15. Contractor to indemnify SBICAPS:

The contractor shall indemnify the SBICAPS against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 7.39 of this clause.

a. Contractor's superintendence:

The contractor shall fully indemnify and keep indemnified the SBICAPS against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect to any article or part thereof included in the contract. In the event of any claim made under or action brought against SBICAPS in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBICAPS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

b. Third Party Insurance:

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under relevant clauses of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBICAPS, or to any person, including any employee of the SBICAPS, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 7.38 thereof.

c. Minimum amount of Third Party Insurance:

Such insurance shall be affected with an insurer and in terms approved by the SBICAPS which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs. 20 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

d. Accident or Injury to workman:

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect/Consultant. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

The SBICAPS Shall not be liable for or in respect to any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury

resulting from any act or default of the SBICAPS or their agents, or employees. The contractor shall indemnify and keep indemnified SBICAPS against all such damages and compensation, save and

except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

e. **Insurance against accidents etc. to workmen:**

The contractor shall insure against such liability with an insurer approved by the SBICAPS During the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insured as aforesaid under this sub- clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that SBICAPS is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect /consultant when such policy of insurance and the receipt for the payment of the current premium.

f. **Remedy on contractor's failure to insure:**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBICAPS may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBICAPS as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the others rights of the SBICAPS against contractors. In respect of such default, the Purchaser shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBICAPS And which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

Insurance policies shall be taken by the contractor in the joint name of SBICAPS and the contractor wherein SBICAPS being named first.

16. Commencement of Works:

The date of commencement of the work will be reckoned from the date of Letter of Acceptance / work order (scanned copy sent to the tenderer at their mail id).

17. Time for completion:

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within the stipulated period from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work as advised & directed by the Architect / PMC / sbicaps and will hand over the said portion to the SBICAPS. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

18. Extension of time:

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBICAPS to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBICAPS Through the Architect' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if an', for the delays. The architect/consultant shall submit their recommendations to the SBICAPS in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated

damages as stated under relevant clause shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

19. Rate of progress:

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the. Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect/consultant shall the re upon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

20. Work during nights and holidays:

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the SBICAPS

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

21. No compensation or restrictions of work:

If at any time after acceptance of the tender SBICAPS shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the fore closure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor,

provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from SBICAPS stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

22. Suspension of work:

The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part the offer such time and in such manner as Architect/consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the Architect / consultant.

If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

Action when the whole security deposit is forfeited:

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBICAPS:

To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBICAPS.

To employ labour paid by the SBICAPS and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect / consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.

To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted any money due to him by SBICAPS under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBICAPS the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and incase the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only been titled to be paid the value so certified.

23. Purchaser's right to terminate the contract:

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Architect /Consultant.

Or if the contractor (whether an individual firm or incorporated Company) 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 of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBICAPS through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

has abandoned the contract; or

has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBICAPS through the Architect / consultant written notice to proceed, or

has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBICAPS through the Architect / Consultant that the said materials were condemned and rejected by the Architect/ consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBICAPS or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBICAPS and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBICAPS or the Architect/consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBICAPS through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBICAPS Or architect/consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the SBICAPS sell the same by publication, and after due publication, and shall, adjust the amount realized by such tender. The contractor shall have no right to question any of the act of the SBICAPS incidental to the sale of the materials etc.

24. Certificate of payment:

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBICAPS From time to time. SBICAPS shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The Architect/consultant may by any certificate make any corrections required previous certificate.

The SBICAPS shall modify the certificate of payment as issued by the architect/ consultant from time to time while making the payment.

The contractor shall submit interim bills as per NIT only after taking actual measurements and properly recorded in the Measurement books / Measurement sheets.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBICAPS Shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

25. Settlement of Disputes and Arbitration:

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of

workmanship or materials used on the work or as to any other 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 work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i. If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contractor raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The SVP Delhi and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the SBICAPS be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the SVP Delhi in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the SVP Delhi in writing in the manner and within the time aforesaid.
- ii. The SVP Delhi shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Submit his claims to the conciliating authority namely the SBICAPS Head Office MUMBAI, for conciliation along with all details and copies of correspondence exchanged between him and the SBICAPS.
- iii. If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the PRESIDENT of the SBICAPS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the SBICAPS shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the PRESIDENT SBICAPS. It will also be no objection to any such appointment that the Arbitrator so appointed is a technically competent person not below the rank of Superintending Engineer or equivalent position in Public Sector Banks / CPSEs, CPWD, LIC, RBI etc. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said President SBICAPS. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- v. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- vi. It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as arbitrator.
- vii. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.
- viii. It is also a term of the contract that if any fees are payable to the Arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a SBICAPS Officer.
- ix. It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or

settle the amount of costs to be so paid.

26. Jurisdiction:

Only the court situated at New Delhi having the jurisdiction over all the disputes arising out of this tender and not elsewhere.

27. Water supply:

The contractor shall make his own arrangements for water required for the work & drinking purpose and nothing extra will be paid for the same. This will be subject to the following condition.

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect /consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.

The contractor shall construct temporary well / tube well in SBICAPS Pvt. Ltd land for taking water for construction purposes only after obtaining permission in writing from the SBICAPS. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements to avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBICAPS without any compensation as directed by the architect /consultant.

28. Power supply:

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost, the cost of running and maintenance of the plants are to be included in his tender prices, He shall pay all fees and charges required, by the power supply and include the same in his tendered rates and hold the Purchaser free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

29. Treasure trove etc.

Should any treasure, fossils, minerals, or works of art of antiquarian interest be found during excavation or while carrying out works, the same shall be the property of SBICAPS/ Purchaser . The Contractor shall give immediate notice to the Architect of any such discovery and shall hand over any such treasure to SBICAPS / Purchaser immediately.

30. Method of measurement:

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute/ disagreement the decision of the SBICAPS taken in consultation with the Architect shall be final and binding to the contractor.

31. Force Majeure:

Neither contractor nor SBICAPS shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract ,if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

32. Facilities for contractor's employees:

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

33. Lighting of works:

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

34. Excise duty, taxes, levies etc.:

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and Octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBICAPS shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or Octroi is imposed under any statutory law during the currency of contract the same shall be borne by the contractor. However, GST will be paid extra.

35. Acceptance of tender:

The SBICAPS shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBICAPS. However adequate transparency would be maintained by the SBICAPS

36. Photographs:

The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one month during the progress of the work or at every important stage of construction.

In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ SBICAPS may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

37. Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- (i) Minimum Wages Act, 1948 (Amended)
- (ii) Payment of Wages Act 1936 (Amended)
- (iii) Workmen's Compensation Act 1923 (Amended)
- (iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- (v) Apprentice Act 1961 (Amended)

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- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- x) Any other Act or enactment relating thereto and rules framed there under from time to time.

Safety Codes

1. SAFETY MEASURES AT SITE:

- a) All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
- b) First Aid Box should be kept at site with all requisite materials.
- c) No one should be allowed to inspect / work at a height without Safety Belt.
- d) Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
- e) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
- f) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
- g) Adequate precautions shall be taken to prevent danger from electrical equipments. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
- h) All trenches 1.2 Meters or more in depth shall at all times be supplied with atleast one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
- i) Before any demolition work is commenced and also during the process of the work :-
 - All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
 - No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- L) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- M) Those engaged in welding works shall be provided with Welder's protective eye shields.
- N) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- O) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

P) Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

- These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
- In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

Q) All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

2. Discrepancy in Various Documents:

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent of and meaning of the Drawings, Specifications etc. taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from. If the Contractor finds any discrepancy in the Drawings or between the drawings, specifications etc., he shall immediately refer the same in writing to the Architect who shall decide which shall be followed, and his decision shall be final and binding on all parties.

3. Authorities, Notices, Patent Rights & Royalties:-

The Contractor shall conform to the provisions of the statutes relating to the works and to the Regulations and Bye Laws of any Local Authority and of any Water, Lighting or other Companies or Authorities with whose systems the Structure is proposed to be connected and shall before making any variation from the Drawings and Specifications that may be necessitated by so conforming, give to the Architect written notice, specifying the variations proposed to be made and the reason for making it, and apply for instructions thereon.

The Contractor shall bring to the attention of the Architect, all notices required by the said Acts, Regulations or bye laws to give to any authority and pay to such authority or to any public offices, all fees that may be properly chargeable, in respect of the works and lodge the receipts with the Architect/ Purchaser through PMC.

The Contractor shall indemnify the Purchaser against all claims in respect of patent rights, design, trademarks or name or other protected rights in respect of any constructional plant machine, work or material used for or in connection with the works or temporary works from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages,

costs and charges of all and every part that may be legally incurred in respect thereof.

4. **General Obligations:**

Contractor's General Responsibilities

- a) The Contractor shall be subject to the provisions of the Contract and with due care and diligence, execute and maintain the works and provide all labour including the supervision thereof, new material, Constructional Plant and all other things whether of a temporary or permanent nature, required in and for such execution and maintenance so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- b) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible except as may be expressly provided in the Contract for the design or specification of the Permanent Works or for the design or specification of any Temporary works prepared by the Architect.

Inspection of Site:

- a) The Contractor shall inspect and examine the site and its surroundings and information available in connection therewith and shall satisfy himself so far as is practicable before submitting his tender as to the form and nature of the ground, including the subsurface conditions, the hydrological and estimate conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require and in general shall himself obtain all necessary information subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

Nature of Ground:-

The Purchaser does not guarantee or warranty in any way that the material to be found in the excavations will be similar in nature to that of any samples, which may have been exhibited or indicated on the drawings or in any other Contract Documents, or to material obtained from borings or trial holes.

The Contractor shall be deemed to have made local and independent enquiries as to and shall take the whole risk of the nature of the ground subsoil or material to be excavated or penetrated and the Contractor shall not be entitled to receive any extra payment nor to resale from the Contract nor to be relieved from any of his obligations there under by reason of the nature of such ground subsoil of material being other than that indicated on the Drawings or

in any other Contract Documents or by any sample exhibited or deducted from the information provided by borings or trial holes.

Sufficiency of Tender:

- a) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in Schedule of Quantities/ Scope of work and/ or the Schedule of Rates and Prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the completion of the works.

Contractor not Entitled to Extra Payment

Except as otherwise as specifically provided in the Contract, the Contractor shall not be entitled to any extra payment nor to resale from the Contract nor to be relieved from any of his obligation for reasons of his misunderstanding, or his failure to obtain correct information or his inability to foresee any matter which may affect the execution or maintenance of the works.

5. **Contractor's Employees:**

- a) The Contractor shall provide and employ on the site skilled and experienced technical assistants, foremen and leading hands to give proper supervision and such skilled, semi- skilled and unskilled labour for the proper and timely execution and maintenance of the works.
- b) The Contractor shall be required to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Architect/ PMC/

Purchaser misconducts himself or incompetent or negligent and thus considered to be undesirable and shall be replaced as soon as possible by a competent substitute approved by the Architect/ PMC/ Purchaser .

6. Security and maintenance of Premises Lighting:

The Contractor shall in connection with the works provide and maintain at his own cost all lights/ guards facing and watching when and where necessary or required by the Architect or his representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

7. Care of Works:

From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all temporary works, and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, save and except risks as defined in sub-clause (b). In this clause, shall at his own cost, repair and make good the same, so that at completion, the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Architect's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Architect and subject always to the provision of Clause mentioned elsewhere in the conditions hereof, repair and make good the same as aforesaid at the cost of the Purchaser . The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 40 and 41 thereof.

8. Excepted Risks:

The "Excepted Risks" are Force majeure, exceptionally inclemency weather, fire, earthquake, civil commotion, riot, lockout, strike, war, hostilities (whether war be declared or not), invasion act of foreign enemies, rebellion, revolution in correction or military or usurped power civil war or a cause solely due to or use or occupation by the Purchaser of any portion of the works in respect of which a Certificate of Completion has been issued all of which are herein collectively referred to as "Excepted Risks".

9. Giving of Notices and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute Ordinance or other Law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all

public bodies and companies whose property or rights are affected or may be affected in any way by the works. Contractor shall obtain and submit final Fire NOC and the final Occupation Certificate for the building from all the other relevant authorities and shall laise to obtain the same, for which nothing extra shall be payable to the contractor for the same. The Official Fee shall however be reimbursed by the SBICAPS to the contractor.

10. Returns of Labour etc.

The Contractor shall furnish all such information regarding the supervisory staff, the numbers of the several classes of labour from time to time employed on the site, constructional plant etc. as the PMC may require.

11. Examination of Work Before Covering Up:

No work shall be covered up or put out of view without the approval of the Architect/ PMC and the Contractor shall afford full opportunity for the Architect/ PMC to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Architect/ PMC whenever any such work or foundations is or are ready or about to be ready for examination and the PMC/ Architect shall without unreasonable delay unless he considers it necessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

12. Uncovering and Making Openings:

If the Contractor puts any part of the foundations or covers up or puts out of view before he has notified the Architect/ PMC and received instructions, he shall be liable to reinstate all work that may subsequently be, at any time, damaged on account of any defect in or insufficiency of the foundation. The Contractor shall at the request of the Architect, open up for inspection any work, and should the Contractor refuse or neglect to

comply with such requests, the Purchaser through the Architect, may employ other agency to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if on being opened up, if he found not in accordance with the drawings and the specifications or the instructions of the Architect, the expenses of opening it again, whether done by the Contractor, or such other agency, shall be borne by the Contractor, and shall be recoverable from him by the Purchaser or may be deducted by the Purchaser from any amount due or which may become due to the Contractor. If the work has not been covered in contravention of such instructions and found to be in accordance with the said drawings and specifications or instructions than the expenses aforesaid shall be borne by the Purchaser and be added to the contract sum; provided always that in the case of foundation or any other urgent work so open up and required immediate attention, the Architect shall within 7 (seven) days after receipt of written notice from the Contractor that the work has been opened make or cause the inspection thereof to be made at the expiration of such time, if such inspection shall not have been made. The Contractor may cover up the same and shall not be required to open it up again except at the expenses of the Purchaser .

13. Removal of Improper Work and Materials:

The PMC/ Architect shall during the progress of the works have power to order in writing from time to time:

- a) The substitution of proper and suitable material,
- b) The removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work which in respect of materials or workmanship is not in accordance with the contract in the opinion of the Architect/ PMC.

14. Default of Contractor in Compliance:

In case of default on the part of the Contractor in carrying out such order the Purchaser shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Purchaser or may be deducted by the Purchaser from any amount due or which may become due to the Contractor.

15. Possession of Site:

- Save in so far as the contract may prescribe and with the Purchaser 's written order to commence the works, the Contractor shall be given possession of the whole of the site or part by part progressively enabling him to commence and proceed with the execution of the works in accordance with the programme. If the Contractor suffers delay on account of the Purchaser 's failure to give possession of site in accordance with the terms of this clause, necessary extension of time (without any financial implications) shall be granted by the Purchaser for the completion of the entire works, on recommendations of Architect/ PMC.
- The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the works.

16. Time for Completion

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed within 4 (Four) months including monsoon season the time stated in the contract calculated from the date of the Purchaser 's written order to commence the works or such extended time as may be allowed or approved by the SBICAPS .

17. Certificate of Completion of Works:

- a) When the whole of the works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the contract, the Contractor may give a notice to the effect to the Project Management Consultant accompanied by an undertaking to finalize any outstanding work during the period of maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Project Management Consultant to issue a Certificate of Completion in respect of the works. The Architect, shall within 28 (twenty eight) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Purchaser , a Certificate of Completion stating the date on which, in his opinion, the works were substantially/ virtually completed in accordance with the contract or give

instructions in writing to the Contractor specifying all the work which, in the Project Management Consultant's opinion, requires to be done by the Contractor before the issue of such Certificate. The Architect/ PMC shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such certificate of completion within 28 (twenty-eight) days of completion to the satisfaction of the Architect/ PMC of the works so specified and making good any defects so notified.

18. Defects:

a) Definition of "Defects Liability Period:

In these conditions, the expression "Period of Defects Liability" shall mean the period of Defects Liability named in the Tender, calculated from the date of completion of the Works, certified by the Architect/ PMC and mentioned elsewhere in the tender, or in the event of more than one certificate having been issued by the Project Management Consultant under the said Clause from the respective dates so-certified. In general, the Defects Liability Period shall be one year after the virtual completion of the works (except as specified elsewhere in the tender document)

b) Defects:

The Contractor shall make good at his own cost and to the satisfaction of the PMC/ Architect, all defects, shrinkage, settlement, or other faults and all damages, loss and expenses consequent thereon or incidental thereto, and such damage, loss and expenses shall be recoverable from him by the Purchaser or may be deducted by the Purchaser upon the PMC/ Architect's Certificate in writing from any money due or that become due to the Contractor.

c) Entry to the Premises for Attending Defects:

The premises shall have/ remain in exclusive physical possession of the Purchaser and the Contractor is given only a temporary permission to enter the said premises with his workman, agents for attending the defects, during the defects liability period. If the Contractor or his workman whether negligently or otherwise causes any damage or loss to the property, fixtures of the Purchaser lying in the premises, the Contractor shall be bound to reimburse such loss to the Purchaser. The Purchaser always is entitled to deduct any amount of sum loss from the amounts payable to the Contractor.

d) Execution of Work of Repairs.

To the intent that the Works shall at or as soon as practicable after the expiration of the Defects Liability Period be delivered to the Purchaser in the condition required by the Contractor, fair wear and tear excepted, to the satisfaction of the Architect/ PMC, as that in which they were at the commencement of the defects liability period, the Contractor shall finish the Work, if any, outstanding at the date of completion, as certified, as soon as practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Architect/ PMC during the defects liability period within 14 (fourteen) days after its expiration, as a result of an inspection made by Architect/ Purchaser / PMC prior to its expiration.

e) Cost of Execution of Work of Repairs.

All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall, in the opinion of the Architect/ PMC, be due to the use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the Architect/ PMC/ Purchaser, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

f) Remedy on Contractor's Failure to Carry Out Work Required:

If the Contractor shall fail to do any such work as aforesaid required by the Architect/ PMC, the Purchaser shall be entitled to employ and pay other persons to carry out the same and if such works which is in the opinion of the Architect/ PMC, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Purchaser or may be deducted by the Purchaser from any money due or which may become due to the Contractor.

19. Alterations, Additions and Omissions:

- a) The term "Variation" as used under this clause means the alteration or modification of the design, quality or quantity of work as shown upon the drawings, scope of works, specification or included in the priced schedule of quantities and desired by or referred to in the schedule of quantities and includes the addition, omission or substitution of any work, the alteration of the kind of standard or any of the materials or goods to be used in the work, and removal from the site of any works materials or goods executed or brought thereon by the Contractor for the purpose of work other than work materials or goods which are not in accordance with this contract. The Architect/ Purchaser shall have power to order the Contractor to do any of the following:
- i) Increase or decrease the quantity of any work included in the contract.
 - ii) Omit any such work.
 - iii) Change the character or quality or kind of any such work.
 - iv) Change the levels, lines, position and dimensions of any part of the Works and
 - v) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way validate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

20. Orders for Variation to be in Writing:

The Contractor shall make no such variations without an order in writing of the Architect/ Purchaser . Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the scope of works.

21. Extra Item of Work:

- a) Work or material of nature not included under the Schedule of items which has to be executed as per instruction of Architect / SBICAPS shall be considered as an extra item. When alterations/ additions or omissions made to any work or material shall be such that the cost of the resulting work cannot be estimated according to the tendered items the same shall also be considered extra item. The Contractor shall carry out the extra items as only after written communication approval by the Architect/ Purchaser through PMC. However, extra charges or claims in respect of any work will not be allowed unless the works they relate are clearly outside the spirit and meaning of the tender item/ specifications and such

works are ordered by the Architect/ Purchaser through PMC and claimed for specified manner before the particular work is actually commenced.

In case of any class of work for which there is no such specification in technical specifications in the Part-B, such work shall be carried out in accordance with the CPWD specifications and in the event of there being no CPWD specifications, then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of the SBICAPS/ architect.

22. Prices for Extras, Ascertainment there of:

The extra item rates shall generally be derived from the quoted/ tender rates of the Contractor for comparable items of similar nature/ scope/ description under Schedule of Quantities of the Tender, making allowance for variations only. However if no comparable items are available in the unit rates and the quantity of work is to be executed can conveniently be derived/ measured; the same shall be arrived at based on the prevailing rates in the original tender. However, where the work is so disjoining the unit rates or the quantity of work done cannot be conveniently be derived/ measured then it will be within the purview of the Architect/ Purchaser to derive the rates either from Tender item or other extra items or by rate analysis showing clearly the fair market cost of material, cost of labour, plus 15% (fifteen percent) to cover overheads, profit etc. The actual cost shall be determined for the above purpose, as the cost of:-

- a) Materials supplied or used at site on items forming part of completed item of work as determined by the Architect/ PMC by inquiry of the prevailing market rate at the time of procurement.
- b) Materials (non-consumable) which are used temporarily and not forming a part of the completed item of main work, provided the same are solely meant for the particular and this cost would be determined by the Architect/ PMC by inquiry of prevailing market rate.
- c) The actual cost of transport if solely transported for the execution of the particular extra work and running charge of equipment if any used for the execution of the particular extra item of work.

- d) Skilled and unskilled labour charges for the actual strength of labour employed and petty supervision charges as certified by the Architect/ PMC. Other relevant applicable costs viz. water, electricity, sundries etc as per CPWD / NDMC guidelines may be considered on satisfactory production of documentary evidence to the PMC/ Architect/ Purchaser .

No escalation shall be entertained on such extra items.

23. Claims: -

The Contractor shall send to the Purchaser's representative/ PMC prior to submission of Interim Bill/ Running Bill giving particulars 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 Architect/ Purchaser , which he has executed. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Architect shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor, has at the earliest practicable opportunity, notified the Architect/ PMC/ Purchaser in writing such claims along with required particulars.

24. Plant Temporary Works and Materials: -

All Constructional Plant, Temporary Works and materials provided by the Contractor shall when brought on to the site immediately be deemed to be exclusively intended for the construction and completion of the Works and be deemed to become the property of the Purchaser and the Contractor shall not remove the same or any part thereof or moving it from one part of the site to another without the consent in writing of the Purchaser . But the Purchaser will permit the Contractor the exclusive use of all such Constructional plant, Temporary works and materials in and for the completion of the works until the happening of any event which gives right to the Purchaser to exclude the Contractor from the site and proceed with the completion of the works.

a) Revesting of Plant Etc.:-

Upon the removal of any such Constructional Plant, Temporary works of materials with consent as aforesaid the same shall be deemed to revest in and become the property of the Contractor and upon completion of the Works the remainder of the said Constructional Plant and Temporary Works and any unused materials provided by the Contractor shall be deemed to revest in and become the property of the Contractor who shall remove the same. If the Contractor fails to remove any of the said Constructional Plant, Temporary Works of unused materials within such reasonable times after the completion of Works as may be allowed by the Architect/ PMC then the Purchaser may sell the same and shall after deducting from the proceeds the charges and expenses and in connection with such sale pay the balance (if any) to the Contractor.

b) Purchaser not Liable for Damage to Plant etc.:-

The Purchaser shall not at any time be liable for the loss of or injury to any or the said Constructional Plant, Temporary Works or materials .

25. Approval of Materials.

The Architect/ PMC/ Purchaser is at a liberty to reject any materials, if in his opinion they are of sub standard quality or not as per the tender specifications.

a) Method of Measurements: -

Measurements shall be taken in accordance with the method stipulated in the specification. In case it is not stated the following shall be the method of measurements:

- i) As per Indian Standard method of measurements, SP 27 - Handbook of method of measurement of building works.
- ii) The measurement for certificate of payment shall be as described in mode of payment.
- iii) IS-1200 Latest Revision
- iv) Any other method as recommended by the Architect/PMC

b) Quantity Surveying:-

The Contractor will himself undertake the quantity surveying work and submit his bills supported by reconciliation statements as directed. In case he fails to submit his bills in proper order, the Purchaser reserves for himself the right to employ an expert who will also be employed, if the bills stated by the Contractor show inaccuracies frequently indicating that the Contractor is not capable of taking the

required measurements and producing a proper bill. The Contractor (or the expert) will make the measurements on the basis of the drawings. The billing procedure and formats shall be as approved by the Architect/ PMC.

c) **Assignment or Sub-Letting:-**

The Contractor shall not assign or sub-let any portion of the work, except as expressly provided elsewhere in these documents.

26. **Remedies and Powers:**

a) **Default of Contractor:-**

If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall agree to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), if the Contractor shall assign the Contract, without the consent in writing of the Purchaser first obtained, or shall have an execution levied on his goods, or if the Architect/ PMC shall certify in writing to the Purchaser that in his opinion the Contractor:-

- i) Has abandoned the Contract, or
- ii) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 28 (twenty eight) days after receiving from the Architect/ Purchaser written notice to proceed, or has failed to remove materials from the site or to pull down and replace work for 28 (twenty eight) days after receiving from the PMC's written notice that the said materials or work had been condemned and rejected by the Architect's under these conditions, or
- iii) Despite previous warnings by the Architect/ PMC/ Purchaser in writing, is not executing the works in accordance with the Contract, or is persistently or
- iv) Flagrantly neglecting to carry out his obligations under the Contract, or has, to the detriment of good workmanship, or in defiance of the Architect's instructions to the contrary, sub-let any part of the contract then the Purchaser may, after giving 14 (fourteen days) notice in writing to the Contractor, enter upon the site and the works and expel the Contractor there from without thereby avoiding the contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Purchaser or the Architect by the Contract, and may himself complete the works or may employ any other Contractor to complete the works. The Purchaser or such Contractor may use for such completion so much of the Constructional plant, temporary works and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the contract, as he or they may think proper, and the Purchaser may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

b) **Valuation at Date of Forfeiture: -**

The Architect shall, as soon as may be practicable after any such entry and expulsion by the Purchaser, fix and determine expiate, or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify that amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any Contractual Plant and any temporary works.

c) **Payment after Forfeiture: -**

If the Purchaser shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Purchaser have been ascertained and the amount thereof certified by the PMC/ Architect. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Architect may certify would have been payable to him upon due completion by him after deducting the said amount, if such amount shall exceed the sum which would have been payable to the Contractor on

due completion by him, then the Contractor shall, upon demand, pay to the Purchaser the amount of such excess and it shall be deemed a debt due by the Contractor to the Purchaser and shall be recoverable accordingly.

27. Urgent Repairs: -

If, by reason of any accident or failure, or other event occurring or connection with the works, or any part thereof, either during the execution of the works, or during the DLP, any remedial or other work or repair shall in the opinion of the Architect/ PMC, be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such work or repair, the Purchaser may employ and pay other persons to carry out such work or repair as the PMC/ Architect may consider necessary. If the work of repair so done by the Purchaser is the work which in the opinion of the Architect/ PMC, the Contractor was liable to do at his own expense under the Contract, all expenses incurred by the Purchaser in so doing shall be recoverable from the Contractor by the Purchaser, or may be deducted by the Purchaser from any amount due or which may become due to the Contractor. Provided always that the Architect/ PMC as the case may be, shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

28. Matters to be finally determined by the Architect:-

The Architect's decision, opinion, direction certificate (except for payment) with respect to all or any of the matters under Clauses hereof (which matters are hereinafter referred to as excepted matter) shall be only on PMC's scrutiny and recommendations to the SBICAPS and shall be final and conclusive and binding on the parties hereto and shall be without appeal:-

Clause 7.7 - Architect's interpretation of drawings and further drawings and instructions. Clause 7.16 - Work to the satisfaction of the Architect.

Clause 7.28 - Quality of material and workmanship and tests. Clause

7.31(a) - Removal of improper work and materials. Clause 7.53 - Variations

Any other decision, opinion, direction, certificate or valuation of the Architect to give any of the same shall be subject to the right of arbitration.

a) **Dimensions and Levels**

All dimensions and levels shown on the Drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all dimensions and levels. If any discrepancy is observed the same shall be brought to the knowledge of Architect/ Purchaser / PMC immediately.

29. Notice of Operation:

a) The Contractor shall not carry out important operation without the consent in writing of the Architect/ Project Management Consultant.

b) If it is found that the two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered separately under different names, for the same work without disclosing their relation, the tender will be cancelled. Any contract if entered into, under such conditions, will also be cancelled at any time during its currency and earnest money will be forfeited.

30. Assistance for Purchaser / Architect/ Project Management Consultant:

The Contractor shall provide for the Purchaser / Architect/ PMC at all times during the Contract including Defects Liability Period, all such men as he may require to assist him in carrying out or checking any measurements, levels, setting out or measuring up of work. The Contractor is also to provide ladders, gangways, etc., and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Architect.

a) **Construction Records:**

The Contractor shall maintain full and accurate records of the dimensions and positions of all new work and any other information necessary for the Project Management Consultant to be able to prepare complete drawings recording details of the works as constructed. The same may be handed over to the Purchaser through PMC as and when required.

b) **Requisition of Materials:**

The Bills of Quantities shall not be used as a basis for quantities of materials and the Contractor is entirely

responsible for assessing the quantities of materials to be ordered. The Purchaser is not bound to supply any materials and PURCHASER may reset the requisition of materials.

c) **Procurement of materials:**

The Contractor shall procure all materials by his efforts and at his own cost. The Contractor shall not remove any material from the site without a written authority of the Project Management Consultant on completion of the works. The Contractor shall obtain the instructions of the controlling Authorities as to how the surplus materials if any, is to be disposed of.

31. **Labour Hutments**

The Contractor shall not be allowed to put up any hutments/ temporary structures for accommodating his labour/ staff on site or within the building boundary limits. He shall be required to make his own arrangement elsewhere **at his own cost.** However, if local authorities so permit and subject to the Contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the Contractor at the discretion of the Purchaser for purely temporary bachelor accommodation or essential/ core staff engaged on Emergency or essential services round the clock like security, fire fighting, concrete laying and curing with proper sanitary facilities.

32. **Substitution/ Variation/ Deviation of works:** Should the Contractor desire to substitute any materials and workmanship, he/ they must obtain the approval of the Purchaser / Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other Approved" etc. specific approval of the Purchaser / Architects has to be obtained in writing.

The price of all such additional items/ non-tendered items will be worked out on the basis of rates quotes for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other component as required. The tender rates, shall hold good for any increase or decrease the tendered quantities up to variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

33. **Contract Rates:**

The Contract prices and variation rates shall remain firm till final completion of the work and shall be deemed to include all labour, materials, use of plant tools, temporary works and buildings, etc. insurance, works contract tax, local taxes and duties, royalties, establishment charges, overhead, profit, supervision, transport, sampling, testing (Onsite & Laboratory), shop drawing, as-built drawing and other charges and every expense incurred in the proper and due execution, completion and maintenance of the works, and shall be in full satisfaction and discharge of every obligation and imposed upon him by the contract and nothing extra shall be payable unless so specifically stated in this contract. Goods and Service Tax (GST) will be paid extra as applicable.

34. **Statutory Obligations, Notice, Fees and Charges:**

- a) The Contractor shall comply with and give all notices required by any act, any instrument rule or order made under any Act, or of any regulation or by-laws of NDMC/ASI and any other local body or authority or of any agency which has any jurisdiction with regard to the works or with whose systems the same are or will be connected (all requirements to be complied with being referred to in these Conditions as the statutory requirements)
- b) If the Contractor shall find any divergence between the statutory requirements and all or any of the contract documents or any variation instruction issued in accordance with these Conditions, he shall immediately give to the Purchaser / Architect a written notice specifying the divergence.
- c) If the Contractor gives notice under paragraph (b) of this sub-clause or of Purchaser / Architect shall otherwise discover or receive notice of a divergence between the statutory requirements and all or any of the contract documents or any variation instructions issued in accordance with these conditions, the Purchaser shall within 7 (seven) days of discovery or on receipt of a notice issue instructions in relation to the divergence.

- d) If in any emergency compliance with paragraph (a) of this sub-clause requires the Contractor to supply materials or execute work before receiving instruction
- e) under paragraph (c) of this sub-clause the Contractor shall supply such limited materials and execute such limited work as are reasonably necessary to secure the statutory requirements.
- f) The Contractor shall forthwith inform the Purchaser / Architect/ PMC of the emergency and of the steps that he is taking under this paragraph of these conditions.
- g) Work executed and materials supplied by the Contractor under sub-paragraph (i) of this paragraph shall be deemed to have been executed and supplied pursuant to Purchaser's instruction in accordance with these Conditions provided that the emergency arose because of a divergence between the statutory requirements and all or any of the documents referred to in these Conditions or any variations, instructions issued in accordance with these Conditions.
- h) Provided that the Contractor complies with paragraph (b) of this sub-clause, the Contractor shall not be liable to the Purchaser under this Contract. If the works do not comply with the statutory requirements from the Contractor having carried out work in accordance with the documents referred to these Conditions.
- i) The Contractor shall pay and indemnify the Purchaser against liability in respect of any fees or charges (including any rates or taxes) legally demandable under any Act, any instrument rule or order made under any Act, law or any regulation or below of any local authority or of any statutory or agency in respect of works.
- ii) It will be the Contractor's sole responsibility and obligation to arrange for blasting license from the relevant authorities; if the excavation requires blasting. The Contractor will have to store the blasting powder in a suitably constructed store as per regulation of the explosive department and local bodies.

35. Dismissal of Undesirable Persons:

The Purchaser may issue instructions requiring the dismissal from the works of any person employed thereon without assigning any reason. The decision of Purchaser in this regard will be final and binding.

a) Access to the Works

The Purchaser / Purchaser's representative, Architect/ Architect's representative, PMC/ PMC's representatives and their nominees shall at all reasonable times have access to the works and to the workshops or other places of the Contractor or his Sub-Contractors/ Suppliers where work is being carried out for the Contract. When work is to be so carried out in workshops or other places of a Sub-Contractor, the Contractor shall by a term in the sub- contract incorporate a similar right of access to those workshops or places for the Purchaser and their nominees/ representatives and shall do all things reasonably necessary to make such right effective.

b) Facilities to other Contractors:

The Contractor shall give full facilities and cooperation to all other Contractors working on site such as, plumbing, electrical, lift erection etc. as directed by the Architect/ PMC and shall arrange his program of work so as not to hinder the progress of other works. The decision of the Architect/ PMC on any point of dispute between the various Contractors on this count shall be final and binding on all parties concerned.

36. Purchaser / Architect's Instruction:

- i) The Contractor shall forthwith comply with all instructions issued to him by the Purchaser / Architect/ PMC in regard to any matter in respect of which the Purchaser expressly empowered by these Conditions to issue instructions. If within 7 (seven) days after receipt of a written notice from the Purchaser / Architect/ PMC requiring compliance with an instruction the Contractor does not comply therewith, then the Purchaser may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost incurred in connection with such action shall be recoverable from the Contractor by the Purchaser as a debt or may be deducted by him from any monies due or to become due to the Contractor under this Contract.
- ii) All instructions issued by the Purchaser / Architect/ PMC shall be issued in writing. However any

instruction issued orally shall be given immediate effect and shall be confirmed in writing within 3 (three) days.

50. Termination:

In the event of the Contractor failing to complete the works within the stipulated period of completion as mentioned hereof, the Purchaser may, notwithstanding anything contained to the contrary in the contract, terminate at any time the contract without being liable in any manner whatsoever to the Contractor, by giving 30 (thirty) days notice in writing to the Contractor and proceed to complete or get completed the works which have remained incomplete/ not done at the time of such termination at the risk and cost of the Contractor.

51. Technical examination:

The project work covered under this tender during its progress is subject to inspection by the CTE / Technical examiner/CVC, Govt of India or by an officer of the Vigilance cell//Department of the Authority, the contractor will be required to extend all assistance or facilities for such inspections.

52. Preparation of building works for occupation and use on completion:

On completion of the work, the Contractor shall inform the PMC/ Architect in writing that he has finished the work and it is ready for the inspection. He will leave the entire possession of site neat and clean and ready and to the satisfaction of the Architect/ PMC/ Purchaser .

All the work shall be carried out as per the detailed drawings and Architect's instruction and in stages as desired by the Engineer in Charge / Architect / PMC.

NO EXTRA shall be paid for complying with and/or implementation of any of the below listed clauses

The Contractor shall install a 'Display Board' at the conspicuous place on site indicating:-

- i) Name & address of developer, architect, structural engineer and contractor.
- ii) Building name, Zone, Road etc.
- iii) Date and No. of development permission.
- iv) Approved FSI/Built-up area, Setbacks, Height and floors permitted.

- 1) The contractor shall have to carry out plinth level inspection certificate from NDMC as it is mandatory for NDMC's Consent to operate (CTO)
- 2) Contractor shall obtain and submit final Fire NOC from Fire Officer before applying for Occupancy Certificate. The contractor shall provide all firefighting requirements along with necessary accessories as prescribed in National Building Code and as per Fire Officer's remarks. The contractor shall make good any deficiencies as pointed out by Fire Officer to ensure the obtaining of the Fire NOC. Contractor shall do documentation, submit and obtain final Occupation Certificate from all the other relevant Authorities including NDMC. Nothing extra shall be payable to the contractor for the same.
- 3) Contractor is required to do the work in compliance with NDMC /ASI guidelines and constraints and the contractor shall find out the same before tendering.
- 4) Contractor is required to submit Shop Drawings & As Built Drawings in Building Information Modeling in REVIT format for Civil & All services along with clash detections of proposed services during the progress of project and rectify the same in consultation with Architect
- 5) Contractor shall help and cooperate with any other contractor appointed by the SBICAPS in the interest of completing the work to the satisfaction of the SBICAPS.