

Tender ID No:-	<b>SBICAPS/NDRO/2025-26/03</b>
Date:-	<b>20.09.2025</b>



## SBI Capital Markets Limited

**INVITES ONLINE TENDER**  
**(TWO BID ITEM RATE TENDER)**

TENDER DOCUMENT  
FOR  
AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL  
MARKETS LIMITED AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI  
NAGAR NEW DELHI- 110029

THE LAST DATE OF SUBMISSION OF ONLINE TECHNICAL BIDS & ONLINE PRICE BIDS: 07.10.2025 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](mailto:thegridprojects@gmail.com)

**TENDER DOCUMENT**  
**(ITEM RATE TENDER)**

 Complete Investment Banking Solutions	<b>SBI CAPITAL MARKETS LTD</b> 4 <sup>th</sup> Floor, Sood Tower (East), 25, Barakhamba Road, New Delhi – 110001 Telephone: 011- 2341-8492 Email: <a href="mailto:vivek.khurana@sbicaps.com">vivek.khurana@sbicaps.com</a>
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Project: - AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

**SBI CAPITAL MARKETS LTD (SBICAPS)** (hereinafter referred as “Purchaser”) SBI 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 (SBI) STATE BANK OF INDIA, 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 Parts (2 BIDS SYSTEM) as detailed below.**

(Part-1 Tender Documents)

(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/ Technical Bid Documents & Drawings.	Signed and stamped Undertaking (Annexure-A), Process Compliance Statement (Annexure-B), Annexure I – VI with supporting documents, scanned copy of EMD & tender Documents containing General Terms and Conditions, Instructions to the Tenderers, Additional Conditions of contract, Special Conditions of contract and Technical Specifications, Drawings etc. (All Pages Signed & Stamped of Tender Documents & Technical to be uploaded online through authorized digital signature. <b>(SUBMIT ONLINE)</b>  The bidders shall also submit <b>hard copy</b> of Signed and stamped Undertaking (Annexure-A), Signed & stamped Process Compliance Statement (Annexure-B) & EMD (Original) to the address as mentioned above on or before due date and time of submission of tender. <b>(SUBMIT OFFLINE/ HARDCOPY)</b>
<u>2</u>	Part-2 Commercial Bid/ Price Bid <b>submit online only.</b>	Price Bid -Bill of Quantities. <b>(SUBMIT ONLINE).</b>

**INDEX SHEET**

SR.NO.	DESCRIPTION	PAGES
1.	NOTICE INVITING TENDER	4-7
2.	NOTICE FOR INVITATION FOR BIDS	8-18
3.	ANNEXURES	18-26
4.	ANNEXURE-A	27-28
5.	ANNEXURE – B	29
6.	FORM OF TENDER	30
7.	E-TENDERING INSTRUCTIONS TO TENDERERS	31-33
8.	INSTRUCTIONS TO THE TENDERERS	34-40
9.	ARTICLES OF AGREEMENT- SAMPLE	41-43
10.	SPECIAL CONDITIONS OF CONTRACT (SCC)	44-56
11.	GENERAL CONDITIONS OF CONTRACT (GCC)	57-76
12.	SAFETY CODES	77-90
13.	CONTRACTOR'S LABOUR RULES & REGULATIONS	91-94
14.	PROFORMA & ANNEXURES	95-109
15.	LIST OF APPROVED MAKES, BRANDS & MANUFACTURERS.	110-116
16.	AGREEMENT	117-118
17.	INTEGRITY PACT	119-121
18.	UNDERTAKING	122

**Notice Inviting Tender (NIT)****(ITEM RATE TENDER)**

**M/s. THE GRID**, New Delhi for & on behalf of **SBI CAPITAL MARKETS LTD** invites online tenders from the contractors / firms for the “**AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED 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>AUDIO &amp; VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.</u>
2	Time allowed for Completion of Work	Maximum 3 months
3	Earnest Money (2%)	<p>₹. 5,00,000.00/- (Rupees Five Lakh Only/-) in the form of Demand Draft drawn in favor of <b>SBI CAPITAL MARKETS LTD</b> Payable at Delhi.</p> <p>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. The proof of the same is to be uploaded on website.</p> <p>Release of EMD:</p> <ul style="list-style-type: none"> <li>- For unsuccessful bidders: After awarding the work</li> <li>- For successful bidders: After submission of 10% Bank Guarantee (BG) as Security Deposit, as per Clause 6.0" (Page No. 41)</li> </ul>
4	Date and Time where tenders are Available.	<b>From 20.09.2025 to 07.10.2025 up to 03:00 PM at</b> <a href="https://www.sbicaps.com">https://www.sbicaps.com</a> & <a href="https://etender.sbi">https://etender.sbi</a>
5a.	Time and last date of submission of online tender.	<b>Up to 03:00 PM on 07.10.2025 at</b> <a href="https://etender.sbi">https://etender.sbi</a>
b.	Time, last date and address of submission of Hardcopy.	<b>Up to 03:00 PM on 07.10.2025</b> <b>SBI CAPITAL MARKETS LTD</b> 4th Floor, Sood Tower (East), 25, Barakhamba Road, New Delhi – 110001
c.	Date, Time, and Place of opening Bid.	07.10.2025 at 03:30 PM <b>To, Mr. Vivek Khurana (SVP)</b> <b>SBI CAPITAL MARKETS LTD</b> 4th Floor, Sood Tower (East), 25, Barakhamba Road, New Delhi – 110001. Telephone: 011- 2341-8492 Email: <a href="mailto:vivek.khurana@sbicaps.com">vivek.khurana@sbicaps.com</a>
6	Validity period of the tender.	90 days from the date of opening of price bid.

7	Mode of submission of Tenders (Technical Bid & Price Bid on item rate basis) at <a href="https://etender.SBI">https://etender.SBI</a>	<p>Signed and stamped tender Documents including addendum if any, containing General Terms and Conditions, Instructions to the Tenderers, Additional Conditions of contract, Special Conditions of contract and Technical Specifications, Drawings etc. (All Pages Signed &amp; Stamped of Tender Documents &amp; Technical Specifications) <b>(SUBMIT ONLINE)</b>.</p> <p>Signed and stamped Undertaking (Annexure-A), Signed &amp; stamped Process Compliance Statement (Annexure-B), Signed &amp; stamped Annexure I – VI with supporting documents, scanned copy of EMD to be uploaded online through authorized digital signature. <b>(SUBMIT ONLINE)</b></p> <p>The bidders shall also submit <b>hard copy</b> of Signed and stamped Undertaking (Annexure-A), Signed &amp; stamped Process Compliance Statement (Annexure-B) &amp; EMD to the address as mentioned in Sr. No. 8 on or before due date and time of submission of tender.</p> <p>Price Bid : Price Bids based on rate to be filled Online.</p>
8	<p>Contact Details for Any Query Regarding the Tender.</p> <p>No queries will be entertained after, 27<sup>TH</sup> September 2025.</p>	<p>Mr. Vivek Khurana (SVP)</p> <p>Telephone: 011- 2341-8492</p> <p>Email: <a href="mailto:vivek.khurana@sbicaps.com">vivek.khurana@sbicaps.com</a></p>
9 a.	Agency for arranging e-tender/online bidding, contact numbers:	<p>M/s. e-Procurement Technology.</p> <p>Name – <b>Laxmi Karli</b></p> <p>Email ID - <a href="mailto:laxmi@eptl.in">laxmi@eptl.in</a></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 2<sup>nd</sup> and 4<sup>th</sup> Saturday)</p>
d.	Email Address	<a href="http://www.eptl.in">www.eptl.in</a>
e.	Website Address	<a href="https://etender.sbi">https://etender.sbi</a>
10	Defects Liability period	<p>12 months</p> <p>(All materials given in BOQ warranty is 36 Months)</p>
11	Liquidated Damages	0.50 % of the Contract value per week subject to maximum of 5% of contract value.
12	Total security deposit	<p>The security deposit for contractors for works shall be equivalent to the 10% of the Total contract value (excluding taxes). The security deposit shall be paid by Bank Guarantee/ Demand Draft. In advance on acceptance of contract in next 15 days AS Security Deposit.</p> <p>Release of total security deposit will be as under:-</p> <p>Total security shall be release to the contractors after 3 Years of the defects liability period as specified in the contract.</p>

13	Period of Commencement	15 days from the date of work order or the date of possession of site, whichever is later
14	Submission of Price Bid	Online Price Bid based on rate to be filled online through e-portal website <a href="https://etender.sbi">https://etender.sbi</a> <b>No hard copy submission.</b>
15	Any additional Information	This is a rate contract with tendering based on rate basis.
16	Note: -	<ol style="list-style-type: none"> <li>Contractor shall obtain all the clearances from, NBCC, NDMC, Police and other related authorities as required.</li> <li>Departmental charges if any shall be reimbursed separately to the contractor on submission of receipt duly authorized from the concerned department.</li> <li>The make of materials should be chosen strictly from the preferred makes as given in the tender</li> <li>Any clarifications sought after opening of the tenders will not be entertained at any cost</li> <li>Bidder should visit the website till last date of submission for changes/corrigendum, if any</li> <li>SBI CAPITAL MARKETS LTD reserves the right to cancel or postpone the tenders at any stage without assigning any reasons</li> <li>Claims for revision of the Quoted price by any bidder after the tender will not be entertained.</li> </ol>

**Please note that no queries will be entertained after 27<sup>TH</sup> September, 2025.**

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.

**Mode of Submission of Tender:**

Technical bid is to be submitted as per NIT clause no. 8.

The Price Bid in form of online rate bidding shall be filled online.

The technical bids of pre-qualified applicants shall be opened and after that the Price Bids of only those bidders shall be opened whose Technical Bid is submitted with valid EMD and qualify the requirement.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

**SBI CAPITAL MARKETS LTD** has the right to accept / reject any or all tenders without assigning any reasons.

**For E-Tender related queries:**

Service Provider: M/s. e-Procurement Technology,  
B-705, Wall Street - II, Opp. Orient Club, Ellis  
Bridge, Ahmedabad – 380006, State Gujarat, India  
M/s. e-Procurement Technology.

Name – **Laxmi Karli**

Email ID - [laxmi@eptl.in](mailto:laxmi@eptl.in)

Contact Number : (+91) 7859800624

(Office Hours: (Monday – Friday: 10:00 AM – 07:00 PM (IST) and Saturday: 10:00 AM – 6:00 PM (IST)  
(Exclusion: Sunday, Holidays and 2<sup>nd</sup> and 4<sup>th</sup> Saturday)

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

OPEN DOMESTIC TENDER

NOTICE FOR INVITATION FOR BIDS (IFB)

AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED  
AT I-200, 2ND FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

TENDER ID NO. \_\_\_\_\_

1.0 INTRODUCTION

**SBI CAPITAL MARKETS LTD** (SBICAPS) (hereinafter referred as “Purchaser”) SBI 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 (SBI), the largest commercial bank in India.

2.0 BRIEF SCOPE

2.1 The Scope of Works for setting up new office at I-200, 2<sup>nd</sup> floor World Trade Centre, Nauroji Nagar Delhi-110029.

3.0 DURATION OF CONTRACT/DELIVERY SCHEDULE

3.1 The period of contract shall be for **3 MONTHS** from the date of first notification of award from **SBI CAPITAL MARKETS LTD.**

4.0 BID VALIDITY AND BIDDING PROCEDURE

4.1 Bid Validity: Bid should be kept valid for 90 (Ninety) days from the date of opening of price bid.

4.2 Bidding Procedure: Bidding will be conducted through “Open Domestic Competitive **Bidding basis**” and “**Single stage two bid system**” **Price bid on rate basis** is adopted for this tender.

5.0 TENDERING:

- (a) The copy of the Technical as well as Price Bid is available on the website during the period specified in the NIT.
- (b) The Contractors are advised not to wait till the last minute to submit their online item rate quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- (c) It is mandatory to all the bidders participating in the **price bid to quote their rates**.
- (d) In case, contractor fails to quote their rates as detailed above, their tender shall be treated as “**Incomplete Tender**” and shall be liable for rejection.
- (e) **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 L1 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**.

6.0 DOWNLOADING OF TENDER DOCUMENT

- 6.1 Tender Document can be downloaded from official **SBI CAPITAL MARKETS LTD** website (<https://www.sbicans.com> and <https://etender.sbi> )
- 6.2 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



(PACKAGE-3 AUDIO VIDEO)

Tender Documents

the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

- 6.3 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.
- 6.4 **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.
- 6.5 **Bid shall be submitted in two Parts as below:**

**PART- 1 (Tender Documents/ Technical Bid Documents).**

S.NO.	PARTICULARS/ ANNEXURE	DISCRIBTION	SHALL BE UPLOAD
1.	Scanned copy of EMD Earnest Money Deposit (EMD) – ₹.5,00,000.00/-	DD only	Online & Offline Both
2.	Signed and stamped Undertaking	Annexure-A	Online & Offline Both
3.	Signed and stamped Process Compliance Statement	Annexure-B	Online & Offline Both
4.	Signed and stamped Tender Documents (EACH PAGE)	General Terms and Conditions, Instructions to the Tenderers, Additional Conditions of contract, Special Conditions of contract and Technical Specifications, Drawings	Online
4.	Bidder Qualification Criteria. (All Supportive Documents)	Work Orders, Completion certificate, Turnover Certificate, Balance Sheet P/L Statement. (as per page no 12 to 14)	Online
5.	Signed and stamped all annexure with supporting documents.	Annexure-I to Annexure-VI	Online

**PART -2 (Commercial Bid/ Price Bid).(SUBMIT ONLINE).**

1.	Price Bid -Bill of Quantities	<b>Price Bid Attached Separately.</b>	Online Only.
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**Following documents need to be SUBMITTED: ONLINE ONLY**

- Integrity Pact, duly executed on plain paper. (ATTACHED)
- Undertaking by the bidder that the tender document downloaded by the bidder from website has not been modified or tempered in any manner. (ATTACHED)

**Note:- 2<sup>nd</sup> Part (Price Bid) of Tender will be opened for those bidders who successfully qualify the Criteria.**

**7.0 TENDER EVALUATION METHODOLOGY**

The bidders meeting the Qualification Criteria will only be considered for further evaluation as follows:

1. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only Technically qualified bidders eligible for commercial Bid and further RFP evaluation process.
2. SBICAP will evaluate the technical and functional specification of all the equipment quoted by the Bidder.
3. Eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score of 60% shall be qualified for commercial round.
4. Technical Bid will be assigned a technical weightage. Only the bidders who overall score a technical score of 60 % or more will qualify for commercial bid evaluation.

**8.0 Commercial evaluation**

1. The Technically Qualified bidder is required to give their Lowest Price in commercial bid.
2. SBICAP at its own discretion reserves the rights to conduct a Reverse Action.
3. SBICAP shall reserve the rights to negotiate price further with Selected Bidder

**9.0 BID SECURITY**

- 9.1** All bids must be accompanied by a EMD of amount of ₹5,00,000.00/- (Rupees Five Lakh Only/-)
- 9.2** Bid security/EMD against tender can be submitted either through online mode (NEFT/RTGS) available in the form of Demand Draft in favour of **SBI CAPITAL MARKETS LTD**, payable at Delhi. 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.
- 9.3** 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 upload the successful transaction details along with their bid under the EMD section of the website, failure of which may render the bid liable for rejection.

**Beneficiary Name : SBI CAPITAL MARKETS LTD**

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

- 9.4** Bidders have to submit original EMD documents to SBI CAPITAL MARKETS LTD along with tender documents (PART-1).

**EMD EXEMPTION- NOT APPLICABLE DUE TO WORK CONTRACT****10.0 GENERAL**

- 10.1** SBICAPS reserves the right to place the order for part quantity.
- 10.2** SBICAPS reserves the right to split the total scope of work among more than one bidder.

(PACKAGE-3 AUDIO VIDEO)

Tender Documents

- 10.3 Purchaser (**SBI CAPITAL MARKETS LTD**) reserves the right to increase or decrease the scope of work of bidders before or after award of work.
- 10.4 Bids through Fax / E-mail are not acceptable.
- 10.5 Purchaser will not be responsible for cost incurred in preparation and delivery of bids.
- 10.6 SBICAPS reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 10.7 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.

**10. QUALIFICATION CRITERIA: BIDDER SHOULD MEET THE FOLLOWING CRITERIA, FAILING WHICH THE OFFER SHALL NOT BE CONSIDERED FOR FURTHER EVALUATION.**

**BIDDER ELIGIBILITY CRITERIA:**

Bidder meeting the following criteria are eligible to submit their bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligible criteria, the same would be rejected:

- (a) The following is the **Qualification Criteria of contractors for carrying out proposed AUDIO & VIDEO AUTOMATION COLLABORATION WORKS of it's the newly acquired Office premises in New Delhi by SBI CAPS:**
- (b) The bidder should be a company registered in India as per Company ACT 1956. The bidder should have experience of minimum 5 years in smart Video Conferencing.
- (c) Bidder should have mandatory sales and service office in DELHI.
- (d) The Bidder should be in a business of supply, delivery installation, configuration and support in Audio and Video systems over IP, wireless presentations, LED TV, Document camera, Smart Video conference room equipment's and passive components in India for at least last 5 Years and should be a current legal entity in India.
- (e) The Bidder 's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31-Mar-2025.
- (f) The bidder must submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason. Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)
- (g) The Bidder must have experience of successfully completed **SIMILAR WORKS** during the last 5 years ending last day of month previous to the one in which this application has been invited should be either of the following: -
  - i. Three (3) **SIMILAR WORKS** completed during last five (5) years having executed value of not less than INR 1,01,16,252.00
  - ii. Two (2) **SIMILAR WORKS** completed during last five (5) years having executed value of not less than INR 1,26,45,315.00
  - iii. One (1) **SIMILAR WORKS** completed during last five (5) years having executed value of not less than INR 2,02,32,504.00

**SIMILAR WORKS -here defined as:** Audio and Video systems over IP, wireless presentations, LED TV, Document camera, Smart Video conference room equipment's and passive components works done in commercial Office, Banks, Financial institutes, Govt or Public sector companies, or big Corporate Houses during the preceding 5 years.

**DOCUMENTS REQUIRED TO MEET THE TECHNICAL CRITERIA**

The bidders are required to submit following documents in support of their meeting the experience criteria during preceding 05 years as detailed above.

- i. Copies of work/service orders issued by their client.
- ii. The completion certificate / client certificate in respect of work/service order mentioned above duly attested by Notary Public.

(PACKAGE-3 AUDIO VIDEO)  
Tender Documents

**The Completion Certificate / Client Certificate must clearly indicate the following:**

- i. Reference to relevant work order
- ii. Actual value of executed work, and
- iii. Actual date of completion.

**Original Client certificate should be available for verification of the same if required.**

**Jobs executed by subsidiary/fellow subsidiary/Holding company:**

A job executed by a bidder for its own plant/projects and subsidiaries, sister concern shall not be considered as experience for the purpose of meeting the requirements of Qualifications of the tender as experience for the purpose of meeting qualifications.

**(h) FINANCIAL CRITERIA:**

**A. Bidder should meet the following Financial Criteria of BEC;**

- i. The Annual Turnover of the Bidder in any of last 3 preceding financial years should be equal to or more than Rs. 5,00,00,000.00 (Rupees Five Crore Only) (i.e. 2022-2023, 2023-2024, 2024-2025). Bidder must fill the form as per enclosed Form.
- ii. The Net worth of the Bidder should be positive as per last audited financial statement i.e. for FY 2023-24. Bidder must fill the form as per enclosed Form.
- iii. The bidder should have positive net worth in last three years.

**B. DOCUMENTS REQUIRED TO MEET THE FINANCIAL CRITERIA**

Annual Turnover, Net Worth: - Copies of Audited Balance Sheets, Trading and P/L A/c, duly attested by Notary Public. Bidder must fill the form as per enclosed Form.

**IMPORTANT GUIDELINE:** All the participants / contractors / bidders are therefore advised to fill and submit all the documents/ details properly.

**SPECIAL CONDITIONS FOR SUBMITTING THE OFFER:**

- i. There should be **no precondition** from the contractor in **the application form**.
- ii. SBI CAPITAL MARKETS LTD, however, **reserves the right to call for fresh qualification exercise / offers at any time during the period, if considered necessary.**

**Note:- 2<sup>nd</sup> Part (Price Bid) of Tender will be opened for those bidders who successfully qualify the Technical Bid Criteria.**

<b>QUALITY PARAMETERS AND SCORING CRITERIA FOR TECHNICAL BID EVALUATION.</b>				
<b>S/No</b>	<b>Parameter</b>	<b>Max score</b>	<b>Weightage</b>	<b>Scoring Criteria</b>
1	Experience in Audio Video Automation Solution over IP	10	10%	1-5 Years -5 Marks 5 to 10 years- 8 Marks Above 10 years- 10 Marks
2	Financials (Turnover in Crores) for 2022-23, 2023-24, 2024-25	10	10%	5 to 10 Crore- 8 Marks Above 10 Crore- 10 Marks
3	No. of clients where Audio Video solution over IP implementation is completed in last 5 years, preferably BFSI/Enterprise	10	20%	Up to 3 clients - 2 Marks 3 to 5 clients- 5 Marks 5 to 10 clients- 10 Marks
4	Certification ISO 9001 or ISO 27001	10	10%	Certified -10 Marks Not certified- 5 Marks
5	Vendors Direct Support Office in Delhi	10	10%	If Yes - 10 marks, If no- 0 Marks
6	No. of skilled Technicians /Support staff on AV Solution over IP	10	15%	up to 15 employees - 5 Marks 15 to 35 employees- 8 marks Above 35 employees- 10 marks
7	Partnership / Engagement details with proposed OEM for AV/Video Conferencing devices	10	5%	Silver Partner-5 marks Gold- 8 marks Platinum- 10 marks others -2 marks
8	Client References Feedback, Proposed Makes	10	20%	SBICAPS to decide basis feedbacks and proposed make and model
	<b>Total</b>		<b>100%</b>	

**The above technical scores are tentative and SBICAPS reserves rights to change the weightages at its own discretion.**

**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 60% weightage to Technical Parameters and 40% for financial Bid.**

**Evaluation of proposals / bids:**

- Only those offers which score at least 60% overall in technical evaluation shall be considered for opening of price Bid.
- The date and time of opening of Price Bids will be communicated to technically qualified Bidders only. The price bids will be opened by the SBICAPS Committee in the presence of representatives of the qualified Bidders who choose to attend the same who is authorized by the bidder along with his KYC document.
- The Bidder with the highest Bid score will be selected as per following methodology.

The Final technical score of the Bidder shall be calculated as follows -

**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.

Bidder scoring less than 60 points out of total 100 points towards technical score shall not be considered for financial

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Tender Documents

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 60% technical points (quality) to qualify for opening of financial bid.

- Once the price Bid is opened, final evaluation will be carried out with 60% weightage for the technical evaluation and 40% weightage for the price Bid.
- Quoted Fee as per price bid shall be considered for Final Evaluation along with technical criteria in the ratio of 40:60 (Price Bid 40% weightage and Technical Bid 60% weightage).

- 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 60% weightage shall be given to technical parameters and 40 % shall be given to price bid.

**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:**

- A : 3.00 %
- B : -2.00 %
- C : -5.00 %

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

- C :  $(95 / 95) \times 100 = 100$
- B :  $(95 / 98) \times 100 = 96.93$
- A :  $(95 / 103) \times 100 = 92.23$

- Since proportion of technical to financial score is specified to be 60:40, then final scores will work out as follows:

- A :  $(100 \times 0.60) + (92.23 \times 0.40) = 96.89$
- B :  $(93.75 \times 0.60) + (96.93 \times 0.40) = 95.02$
- C :  $(81.25 \times 0.60) + (100 \times 0.40) = 88.75$

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

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

(PACKAGE-3 AUDIO VIDEO)

Tender Documents

**Mandatory Documents**

Please mark "Yes" for submitted documents and "No" for not submitted documents.

Sr. No.	Criteria	Compliance (Yes/No)	Remarks
1	The Bidder should be in a business of supply, delivery installation, configuration and support in Audio and Video systems over IP, wireless presentations, LED TV, Document camera, Smart Video conference room equipment's and passive components in India for at least last 5 Years and should be a current legal entity in India.		Certificate of Incorporation and documentary evidence showing bidders is in business of Smart Video Conference room technology like Audio and Video over IP systems, wireless presentations, LED TV, Document camera solution for last five years.
2	The bidder should be a company registered in India as per Company ACT 1956. The bidder should have experience of minimum 5 years in smart Video Conferencing		Incorporation Certificate
3	Bidder should have partnership with OEM of the proposed solutions and its components.		MAF from OEM of the Solution and all of its components
4	The Bidder should have yearly sales turnover of minimum Rs. 5 crores during last three financial years and should be profitable (2022-23, 2023-24 and 2024-25)		Auditors Certificate
6	The Bidder 's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution as on 31-Mar-2025.		Certificate from Bank/ Auditor
7	The bidder must submit an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason. Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Undertaking by Bidder.
8	The Bidder should have implemented audio video collaboration solution at least in 5 Enterprise by Central/State Government Department / Public Sector / NBFC/BANKS or big Corporate during the preceding 5 years.		Purchase Order and Completion Certificates
9	The bidder should submit proof of having a sales and service office in Delhi		Incorporation Certificate or Other relevant GST Certificate or other Govt. documents substantiating the claim.



(PACKAGE-3 AUDIO VIDEO)  
Tender Documents

**SUBMISSION DETAILS.**

The application forms / offers have to be submitted in a prescribed format along with other details etc. as laid down in the enclosed Annexures.

- i) The **last date** for submission of **completed application form** in the prescribed format at this office will be 03:00 pm on 00.00.2025
- ii) Technical Bid : PDF copy of tender documents (Part 1 to Part 2), Signed and stamped Undertaking (Annexure-A), Signed & stamped Process Compliance Statement (Annexure-B), scan copy of EMD to be uploaded online through authorized digital signature.

The bidders shall also submit hard copy of Signed and stamped Undertaking (Annexure-A), Signed & stamped Process Compliance Statement (Annexure-B) & DD/ Bankers' Cheque of EMD to the address mentioned above on or before due date and time of submission of tender.

Price Bid : Price Bids based on rate to be filled Online Only.

**The Offers should be signed by Authorized Signatories.** Where the pre qualifier / contractor is a **Partnership firm**, it should be signed by duly authorized partner(s) and copy of Partnership Deed and Letter of Authority from other partners should be annexed. Where the pre qualifier is a **Limited Company or LLP or Society or Trust**, the same should be signed by authorised Director(s) /Official(s) and a true copy of Memorandum and Articles of Association of Limited Company, Charter Documents or constitution of Trust or Association and true certified copy of Resolutions authorizing such official(s) should be submitted along with the qualification.

(PACKAGE-3 AUDIO VIDEO)

Tender Documents

**DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION/ OFFER.**

**(Please read the RFP document before submitting the offer. The broad check list is given below):**

S. No	DESCRIPTION	DOCUMENTS TO BE SUBMITTED
1.	Duly filled in Application Form : All columns.	<b><u>Annexure-I</u></b> with signature, seal of the Company / Contractor & date.
2.	List of Audio and Video works as per qualification Criteria in the RFP.	<b><u>Annexure-II</u></b> with signature, seal of the Company / Contractor & date.
3.	List of Audio and Video works in hand.	<b><u>Annexure-III</u></b> with signature, seal of the Company / Contractor & date.
4.	Details of Key Technical & Administrative staff employed by the Contractor	<b><u>Annexure-IV</u></b> with signature, seal of the Company / Contractor & date.
5.	Performance report on client letterhead	<b><u>Annexure – V</u></b> with signature, seal of the Client & date. This should satisfy the criteria of similar works
6.	Declaration of : Average Turnover of last 3 years, Turnover of 3 year and Litigations if any	<b><u>Annexure - VI</u></b> with signature, seal of the Chartered Accountant/ Auditor & date.

(PACKAGE-3 AUDIO VIDEO)

Tender Documents

**ANNEXURE I**  
**APPLICATION FORM**

S. No	Information	Details
1	Details of the Contracting Firm	
1.a	Name of the Contracting Firm	
1.b	Address	
1.c	Delhi Office Address	
1.d	Phone number: Fax number:	
1.e	Email address:	
1.f	PAN No:	
1.f	Constitution of the Contracting Firm and Date of establishment.	
1.g	Details of Technical & other personnel in the Company	
2	Contact Details	
2.a	Name of CEO and his contact details	
2.b	Name of the authorized contact person and his contact details	

3.	<p><b>Details of Works:</b></p> <p>The Contractors should have experience of having successfully completed <b>SIMILAR WORKS -here defined as:</b> Audio and Video systems over IP, wireless presentations, LED TV, Document camera, Smart Video conference room equipment's and passive components works done in commercial Office, Banks, Financial institutes, Govt or Public sector companies, or big Corporate Houses (Having turn over more than 100 Crore) during the preceding 5 years.</p> <p><b>i. Three similar completed works costing not less than the amount equal to Rs 1,01,16,252.00</b></p> <p><b>OR</b></p> <p><b>ii. Two similar completed works costing not less than the amount equal to Rs 1,26,45,315.00</b></p> <p><b>OR</b></p> <p><b>iii. One Single similar completed work costing not less than the amount equal to Rs 2,02,32,504.00</b></p>	
4.	<p><b>Copies of Audited Financial statements of the last 3 years ending 31<sup>st</sup> March 2025 i.e., for the years:</b></p> <p>i                <b>2022-23</b></p> <p>ii.              <b>2023-24</b></p> <p>iii.             <b>2024-25</b></p> <p><b>Auditor certified copies are required. Average turnover during the last 3 years ending 31<sup>st</sup> March 2025 i.e., should be 5 Crore.</b></p>	
5.	<p><b>Details of litigation/disputes with the clients, if any. Incorrect information furnished may disqualify the Bidder.</b></p> <p><b>Undertaking for NO litigation to be submitted</b></p>	
6.	<p><b>Details of GST No. Copy of registration to be attached</b></p>	

(PACKAGE-3 AUDIO VIDEO)  
Tender Documents

7.	Details of IT / PAN No. Copy of registration to be submitted	
8.	Latest Income Tax Return Acknowledgment for the Financial year 31 <sup>st</sup> March 24 to be submitted.	
9.	List of registration with other organisations PSB / PSUs/ Govt / other reputed organisations etc.to be submitted if any.	
10.	Address of Delhi/ NCR office	
11.	List of major prominent works completed in the last 5 years as on 31 <sup>st</sup> March 2025 to be given	Annexure-II
12.	List of current major works in hand to be given	Annexure-III
13.	List of Technical Personnel employed	Annexure-IV
14.	List of other Personnel Employed	
15.	Performance Report on Client Letterhead To be submitted by the Contractor	Annexure- VI
16.	Company Profile / Brief Bio Data of Directors/ Proprietor / Partners of the Company	
17.	Brief Bio Data with Names, Qualifications and Experience of the staff proposed to be connected with the project	
18.	Copies of certificates for completion of works / appreciation letters from clients.	
19.	Any other information, contractor would like to furnish.	

All information furnished above and enclosed in annexure are true and correct to the best of our knowledge and belief.

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

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

(PACKAGE-3 AUDIO VIDEO)  
Tender Documents

**ANNEXURE II**

**QUALIFICATION OF CONTRACTORS FOR CARRYING OUT FOR AUDIO & VIDEO AUTOMATION COLLABORATION WORKS AT I-200, 2ND FLOOR WORLD TRADE CENTER  
NAUROJI NAGAR NEW DELHI- 110029.**

**Details of works completed during the last 5 years ending as on 31st March 2025 as per qualification criteria given in the RFP**

Sr. No	Name of the client	Nature of work of premises in Delhi/ NCR or other places			PO / Work order Value/ Cost (Rs)	Actual value/ Cost (Rs)	Scheduled date of completion	Actual date of completion	Remarks, if any
		One similar work of Rs 2,02,32,504.00 or above	Two similar works of Rs. 1,26,45,315.00 or above	Three similar works of Rs. 1,01,16,252.00 or above					

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

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

(PACKAGE-3 AUDIO VIDEO)

Tender Documents

**ANNEXURE III**

**QUALIFICATION OF CONTRACTORS FOR CARRYING OUT FOR AUDIO & VIDEO AUTOMATION COLLABORATION WORKS AT I-200, 2ND FLOOR WORLD TRADE CENTER  
NAUROJI NAGAR NEW DELHI- 110029.**

**List of major works in Hand as on 31<sup>st</sup> March 2025**

Sr. No.	Name of the client & location of project	*Nature of similar work	PO / work order value of works (in ₹)	Scheduled date of completion	Present position / status	Remarks, if any

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

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

(PACKAGE-3 AUDIO VIDEO)  
Tender Documents

**ANNEXURE IV**

**QUALIFICATION OF CONTRACTORS FOR CARRYING OUT FOR AUDIO & VIDEO AUTOMATION COLLABORATION WORKS AT I-200, 2ND FLOOR WORLD TRADE CENTER  
NAUROJI NAGAR NEW DELHI- 110029.**

**Details of Key Technical and Administrative Personnel Employed in the Organization by the contractor as on 31<sup>st</sup> March 2025**

<b>Sr. No</b>	<b>Name</b>	<b>Designation</b>	<b>Educational Qualification</b>	<b>Professional Experience</b>	<b>Length of continuous service with the employer in years</b>	<b>Remarks, if any</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

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

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



**Annexure – V****PERFORMANCE REPORT ON CLIENT LETTER HEAD****TO BE SUBMITTED BY THE CONTRACTOR**

SR. NO	DESCRIPTION	REMARKS
1	NAME OF THE CLIENT	
2	NAME OF THE PROJECT	
3	SIZE OF THE PROJECT (CARPET AREA)	
4	PO VALUE OF THE PROJECT	
5	FINAL BILL VALUE OF THE PROJECT	
6 a	AS PER PO PROJECT START DATE	
6 b	AS PER PO PROJECT COMPLETION DATE	
7 a	ACTUAL START DATE	
7 b	ACTUAL COMPLETION DATE	
8	FEEDBACK OF CLIENT	
8 a	QUALITY OF WORK	GOOD/SATISFACTORY/POOR
8 b	CONSISTENCY IN TIME	GOOD/SATISFACTORY/POOR
8 c	DEPLOYMENT OF MANPOWER ON SITE	GOOD/SATISFACTORY/POOR

ABOVE INFORMATION IS BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE AND STAMP -

NAME OF THE CLIENT REPRESENTATIVE –

DESIGNATION –

DATE AND PLACE

**CERTIFICATE FOR ANNUAL TURNOVER, WORKING CAPITAL & NETWORTH**

On the basis of financial statements and other relevant information and documents produced before us this is to certify that \_\_\_\_\_(PAN: \_\_\_\_\_) having address at \_\_\_\_\_ has financials figures for last three year is as follows:

(Amount in INR)

Financial Year	Annual Financial Turnover from Consultancy Operations/Professional Fees	Working Capital (Current Assets- Current Liabilities)	Net Worth	Profit/Loss
2022-23				
2023-24				
2024-25				

For and on behalf of

**Chartered Accountants**

**Firm Registration Number:**

Membership Number:

Date:

Place:

\*Certificate No:

\*UDIN No:

**ANNEXURE-A**

**UNDERTAKING**

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

To,

Senior Vice President,

SBI Capital Markets Limited,

4<sup>th</sup> Floor, Sood Tower (East), 25,

Barakhamba Road, New Delhi – 110001

Dear Sir,

**AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED 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 in Hard copy the tender document along with all Terms & Conditions, Specifications, NIT, Instruction to Tenderers, Price Bids, drawings etc. as uploaded on the site and subsequent relevant correspondence, annexure corrigendum's duly signed and stamped by authorized representative/ signatory on becoming L1. We accept all the terms and conditions along with the specifications, Drawings, Layouts etc. defined in the tender documents as a whole as uploaded by the SBICAPS on the site of e-Tendering agency. 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 06 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 / APG as stipulated.

Or

d. If the work is not commenced at site within 15 days 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 :

**ANNEXURE – B**  
**PROCESS COMPLIANCE STATEMENT**

(The bidders are required to print this on their company's letter head and sign, stamp and upload with technical Bid)

To,  
M/s E-Procurement Technology,  
B-705, Wall Street - II, Opp. Orient Club,  
Ellis bridge, Ahmedabad – 380006,  
State Gujarat, India

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE AUDIO & VIDEO  
AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED AT I-200, 2nd FLOOR  
WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.

This has reference to the Terms, conditions etc. for the E-tendering mentioned in the Tender Documents. This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied and understood the Commercial Terms and the Business Rules governing the E tendering of E-Tendering Agency and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering Process / Tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBICAPS and M/s. E-Procurement Technology shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E tendering platform due to loss of internet connectivity, electricity failure, virus attack problems with the PC and / or any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.

With regards.

(Signature of authorized Signatory)

(Seal of the Company/Firm)

Name:

Date :

Designation:

Address of Company/Organization

**FORM OF TENDER**

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

Dear Sir,

AUDIO & VIDEO AUTOMATION COLLABORATION WORKS OF I-200, 2nd FLOOR AT 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: .....

**E-TENDERING INSTRUCTIONS TO TENDERERS****General**

SBICAPS hereby publish the TENDER on e-tendering Portal in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e-Tender”. The e-tender published online through portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the above e-tender can be downloaded from portal (website) and should be mandatorily submitted in Online Electronic Mode hereinafter referred as “Online Offer”. The submission of Online offer duly Encrypted & Digitally signed on above portal should be in prescribed Electronic Forms (Online) available on portal for respective tender in Online Parts on or before As per the key Dates mentioned in the Tender Notice in this document and online portal for above tender.

**Instructions**

1. Tender Bidding Methodology:

Electronically Bid System – Two Stage

**2. Broad outline of activities from Contractor prospective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on the e-Procurement portal
3. Create Users and assign roles on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. The contractor has to agree to the terms & conditions mentioned in the tender document online before proceeding further with filling in the data in the bidding schedules.
7. The contractor can fill in the data online & the same will be automatically redirected to the Technical or the Price Bid as the case may be.
8. The contractor can also upload any supporting document which he wants to or has been asked by the Bank official against any particular bidding schedule.
9. All the bidding schedules which have been identified as mandatory by the Bank official have to be filled in compulsorily. The system will not allow a contractor to make his final submission till all the mandatory bidding schedules are filled-in by the contractor.
10. The final submission of the response to the tender by the contractor will have to be done on or before the last date & time of the submission. Once the final submission is made by the contractor, it is equivalent to dropping the response in the electronic tender box. The contractor cannot make any change once the same is completed, unless with the permission of the SBICAPS official, on which he can withdraw his bid. The withdrawal of the bid can only be done before the last date & submission of the tender.
- 11 The contractor gets an online receipt (Date, Time & IP Address) on which he has made the final submission. This receipt will always be available on his respective login-id against the particular tender submission of the tender.
12. Attend Online Tender Opening Event (TOE) on the above portal– Opening of Technical-Part
- 13 Post-TOE Clarification on the above portal (Optional)– Respond to SBICAPS Post-TOE queries
14. Attend Online Tender Opening Event (TOE) on the above portal– Opening of Financial-Part Only for Technical Responsive Contractor)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

**3. Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be complaint with IT Act 2000, it is necessary for each user to have a Digital Certificate(DC) also referred to as Digital Signature Certificate (DSC), of Class III.

#### 4. Registration

To use the Electronic Tender portal, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-a-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities.

#### 5. Bidding related Information for this Tender

The entire bid-submission would be online on the portal. Broad outline of submissions are as follows:

Submission of Bid Security/ Earnest Money Deposit (EMD) & Cost of Bid Document

- Submission of digitally signed copy of Tender Documents/ Addenda.
- Technical Bid.
- Online Price Bid.

**NOTE:** Please note that above e-Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

#### 6. Tender Opening Event (TOE)

The e-Procurement portal offers facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of contractor can attend the Public Online Tender Opening Event (TOE) from their offices. For this purpose, representatives of contractor duly authorized are to carry a Laptop and Wireless Connectivity to Internet. Legal requirements for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the contractor himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating contractor. The portal has a facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the SBICAPS for each Tender. The information in the Comparison Chart is based on the data submitted by the Contractor. A detailed Technical and/ or Financial Comparison Chart is provided. The tender details and comparison statement / chart shall be downloaded by the tender opening authority and signed by SBICAPS representative and contractor's representative if present and the hard copy in duplicate shall be supplied to the tender evaluating authority. The portal has facility of a detailed report titled 'Minutes of Online Tender opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating contractor for 'Viewing/ Downloading'.

**IMPORTANT NOTE:** In case of internet related problem at a contractor's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the contractor's responsibility to have backup internet connections. In case there is a problem at the e-procurement/auction service-provider's end (in the server, leased line, etc.) due to which all the contractor face a problem during critical events, and this is brought to the notice of SBICAPS by the contractor in time, then SBICAPS will promptly reschedule the affected event(s).

#### 7. Minimum Requirements at Contractor end

In order to operate on the electronic tender management system, the user's machine is



required to be set up. The machine must have running XP service Pack3 or higher version of Windows like Vista or Window Also need to install Mozilla Fire fox web browser and latest Version of Java.

**For and behalf of  
SBICapital Markets Limited**

## **INSTRUCTIONS TO THE TENDERERS**

Tenders are invited for and on behalf of SBICAPS Capital Markets Limited for the work of: **“AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029.”**

### **1.0 Scope of Work and SLA:-**

#### **General**

The broad Scope of Work required to be implemented in the project are listed as below

The RFP is intended for procurement of:

- Implementation of new proposed audio and video automation solution and maintenance for the period of 3 years (back-to-back OEM support).
- The Bidder shall be responsible for Supply, Installation, Integration, Rollout, Operational configuration, failover testing and Maintenance of proposed solution.
- The bidder shall provide the architecture of the proposed solution including features and functionality designed to minimize impact on network bandwidth.
- The offered solution should have the capability of implementing and supporting all latest Audio/Video communication protocols and is future ready to adopt integration with prevailing international standards of communication.
- The bidder shall be responsible for updating patches/hotfixes for the proposed hardware and software.
- The bidder has to ensure that the solution do not put unnecessary load on the existing bandwidth so that applications (present or future) using the same network do not suffer/lag during Video Conference
- The Bidder shall manage & provide on-site support (on demand) and offshore support (L1/L2 and L3) for the complete VC Infrastructure & solution including hardware, software etc. for a contract period of 3 years.
- The bidder shall identify and supply necessary accessories along with proposed solution to address the OWNER.
- The bidder shall be responsible for re-installation, relocation, configuration/Re- configuration/Tuning of new/existing hardware/software for operational and failover testing of VC solution.
- The bidder shall impart training to Owner's identified office on the following areas: -
- Deployed Solution Architecture and flow
- Configuring VC solution (HW/SW).
- Functionalities & configuring of proposed solution
- Any other IT level feature which deemed necessary to use the proposed VC solution.
- Basic user level troubleshooting.
- Training infrastructure would be provided by Owner at new office. The bidder will have to ensure that training is imparted in a professional manner through qualified personnel's and Course materials would have to be provided for the same.
- The bidder shall be responsible for generation and submission of necessary documents required during various phases of project viz. planning, installation, commissioning, rollout, acceptance testing, project diagrams and other reports etc.
- The bidder should provide a detailed pert/activity chart with project plan in terms of activity and phase wise timelines (no. of days required) required for executing the project with the details of deliverables and milestones including the delivery of components for VC solution. The bidder shall inform the name of the project manager who would be the single point of contact during the complete project implementation.
- The bidder shall provide detailed architecture diagram of the installed setup after completion of the project. This will also include the printout/soft copies of important configuration settings of the VC equipment.
- Owner reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same at his own cost.
- Bidder will inform the various infrastructure requirements to Owner which have to be provided for commissioning and smooth commissioning of the equipment.

- The bidders shall utilize the existing hardware and software operational at Owner's locations hardware to the extent possible.
- The VC solution should be scalable and free from any restriction of including other OEM VC solutions/equipment/MCUs/endpoints thus catering to such future needs of SBICAPS.
- Vendor will ensure that existing solution is patched/updated and is compatible in all respects with the proposed solution. The same shall be treated as a part of new implementation post sign off provided by SBICAPS on successful implementation. Contractor shall submit documentary evidence to this effect compulsorily showing that the support for existing VC equipment is backed by OEM.

The bidder shall do the end-to-end testing, labelling, stickering and documentation.

#### **Support / AMC for Audio and Video System**

- All the hardware and software components supplied under these RFP, should be under direct support and warranty with respective OEM.
- The Bidder is required to provide end to end support which will be applicable from the date of sign-off the project.
- The bidder shall be responsible for configuration of add-on features/functionalities as desired by SBICAP during one-time implementation and as and when required during contracted period.
- The Bidder shall implement and maintain SCD, SOP, IT Documentations versions for all the components on timely basis during contracted period.
- The vendor shall provide L1/L2/L3 support for proposed solutions and its components including active and passive Wireless video Conferencing systems, Wireless Presentation and mobile charging , Sound Systems and Control Systems etc. and for any other component supplied under the scope of this RFP which includes all maintenance and configuration, reconfiguration related activities including new add-on configurations, Software version upgrades/Firmware upgrades of proposed solution/components as per SBICAP requirement during contracted period without any additional cost.
- SBICAP conduct the quarterly VAPT from external vendors. The vendor shall fix the vulnerabilities for all the components of the proposed components supplied under this RFP scope during the contracted period.
- Bidder must undertake BIOS, OS, Firmware, Version etc upgrade wherever the requirement is felt by SBICAP (during Warranty/AMC/ATS).
- The service window for SBICAP is **from 09.00 am to 07:00 pm** from Monday to Friday and on at emergency situations, the Vendor shall support on Public Holidays and Sundays.
- The selected bidder should have tie up with OEM (Original Equipment Manufacturer) for back to back comprehensive AMC support for hardware and software during contracted period.
- SBICAP should be enabled to raise direct TAC cases with OEM for support.
- The bidder will reconfigure the device as per SBICAP requirements anytime during contract period.
- The bidder is required to provide unlimited Telephonic and Email support for the proposed solution during it Contract period.
- The support also includes installation of all critical hot fixes, service packs, software/OS upgrades and new features as and when launched by OEM.
- In case of any hardware failure, the appliance should have been replaced as per the SLA. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transfer.
- The bidder is required to provide support for the configuration change in existing controls, policies, and configurations as per SBICAP requirement during contracted period
- The bidder is required to provide support while installation of new device under proposed solution /transfer of device to another location.
- The bidder is required to support onsite in emergency situations (Breakdown calls) and during scheduled activities in work hours, off work hours and in public holidays as per SBICAP requirements.
- Standard Support - Monday to Friday 9.00 am to 7.00 pm.
- Documentation and periodic updating of Audio and Video room Solutio
- Reconfiguration of VC components in the event of breakdown
- Periodic implementation of Secure Configuration changes as per SSCD's provided by SBICAP

**Service Level Agreement****Service Level Terms & Conditions**

(To be printed on Bidder's Letter Head and included with the technical Bid Envelope)

**EXPECTED SERVICE DELIVERY AND PENALTY**

S/N	CATEGORY	RESPONSE TIME
1	High	4 Hours
2	Medium	24 Hours
3	Low	48 Hours

Critical:- Hardware breakdown (single point of failure), Video and Audio access problems, controlling system issues, VC Connectivity problems arises etc.

High:- Problem related malfunctions of any supplied components and features.

Low:- New configurations (any) add/modify firewall zones, hot fixes, and firmware/ software upgrades etc.

S/N	SEVERITY LEVEL	PENALTY APPLICABLE BEYOND RESOLUTION
1	High	1000 per day
2	Medium	500 per day
3	Low	250 per day

- The response & resolution time will be calculated from the time of lodging the call. When formatting and loading of all the software is required, additional two hours will be allowed for resolution. For calculating downtime, calls logged after closing time will be treated as logged at the opening hour of the following working day. Resolution time includes making the systems available for work with O/S uploaded.
- In case SBICAP is not satisfied with the maintenance services provided by the Bidder and/or its employees etc. at any point of time, the Contract is liable to be terminated by giving 60 days' notice.
- All hardware and software supplied under this RFP should be back-to-back supported by OEM and shall be covered under comprehensive AMC during initial three years of warranty and during extended AMC. The warranty shall be on-site and comprehensive in nature. The vendor shall warrant hardware and software against defects arising out of faulty design, materials, and media workmanship etc. during warranty/AMC. **The proposed hardware and software should not declared end of life at least for the period of 7 years from the date of sign off.**
- In case of shifting of any hardware from one location to other locations, Bidders shall provide the installation services withing the warranty and AMC period.
- During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - Free maintenance services during the period of warranty and contracted period. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
  - The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment. In case any defects / failures where the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to SBICAP, with brand new parts or those equivalent to new parts in performance
  - The VENDOR shall ensure that the full configuration of all the supplied equipment is available to SBICAP in proper working condition viz. uptime of 99.5%.
  - Any penalty due during the Warranty period will be adjusted against AMC payment or in retention money.
  - On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the SBICAP.

6. The installation of smart video conferencing and required components supplied under this RFP, should be completed, and productionise within 8 weeks from the date of delivery of hardware/software, failing to which 2.5 % penalty will be applicable of Bidder Installation one-time cost per delayed week and applicable max up to 10% cap of one-time charges.
7. SBICAP will reserve the right to terminate the purchase order without compensating any cost to bidder, in case there is a delay beyond 10 weeks for commissioning the hardware and software supplied

The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India

8. The Technical Specifications requirement including Smart Video and audio system Layout mentioned in Annexure-B are tentative and Vendor shall accordingly extend the support during commissioning on mutual agreement. The vendor shall be responsible for sizing the hardware/software supplied under this RFP. In the event of any performance issues faced by SBICAP with respect to supplied hardware/software, the vendor shall replace the hardware with suitable/equivalent and higher model to resolve any issues during the contracted period.

#### Hardware Warranty and Support

- a. The proposed solution and all of its components must include comprehensive on-site warranty, covering all parts with the reference of present RFP, for a contracted period starting from the date of installation and acceptance of the system by SBICAP. This includes installation of latest updates/patches of firmware/software as and when released by the bidder.
- b. The bidder shall be fully responsible for the warranty of all equipment, accessories, spare parts, software, etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or bidder any defect that may develop under normal use of supplied equipment during warranty period.
- c. Warranty should not become void if the purchaser buys any other supplemental hardware from third party and install it with/in these machines. However, the warranty will not apply to such hardware items installed.
- d. The complaint should be resolved at the earliest with following uptime and conditions – Complaint must be rectified at the earliest of receipt of complaint to maintain uptime of 99.5% per month. Warranty should cover updates/maintenance patches/bug fixes (available from the original software bidder) for system software & firmware patches/bug fixes, signatures, if any, for hardware. The bidder should provide onsite preventive maintenance on a quarterly basis.
- e. The bidder is required to provide after-sales service/support by arranging timely attending of calls received from SBICAP and problem rectification through competent service

#### **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 Tender Documents**

The work has to be carried out strictly according to the tender consisting the following documents and the contractor shall carry out work in a most workman like manner. The contract document for execution of a work in respect of an item rate essentially constitutes the following:

- a. **(Part-1)** - Tender Documents, Technical Specifications, Drawings etc. forms, Annexures and EMD in original submit in hard copy.
  - Notice Inviting Tenders.
  - Instructions to tenderers
  - General Terms and Conditions

- Articles of Agreement
- Special Conditions Of Contract Related To Green Building Practice
- Safety Code.
- Additional Terms and Conditions.
- Labour Rules & Regulations.

**Detail Technical Specification / List of materials as approved by the SBI CAPITAL MARKETS LIMITED**

**Tender Drawings**

- b. Corrigenda, Addenda, Clarifications, Correspondence by / with the tenderer prior to awarding of work.
- c. **(Part-2) - Price Bid (SUBMITTED ONLINE).**
- d. Letter of Acceptance.

The above documents shall be taken as complementary and mutually explanatory to one another. However, in case of ambiguities or discrepancies, shall take precedence in the order given below :

- Price bid
- NIT, corrigenda and addenda
- Additional Conditions
- Detailed Technical Specifications
- Drawings
- Special Condition of Contract
- General Condition of Contract
- Instructions to Tenderers

Complete set of tender documents including drawings shall be downloaded from the website shall include the technical bids, Price Bid and drawings etc. All pages shall be signed and stamped by authorized signatory. The tender documents are not transferable.

**4.0 Site Visit**

- 4.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. site visit shall be at bidder's own expenses.
- 4.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

**5.0 Earnest Money**

- 5.1 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.
- 5.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 5.3 Non-submission of EMD (in form of DD in physical form) to purchaser's office as mentioned in IFB may render the bid liable for rejection.
- 5.4 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.

**5.5** Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.

**5.6** 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.

**5.7** The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.

**5.8** The bid security may be forfeited if

**5.8.1** The bidder withdraws the bid within its validity.

**5.8.2** The bidder revised / modified their bids suo moto affecting the bid requirement

**5.8.3** The bidder does not accept the LOA/PO/Contract

**5.8.4** 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.

## **6.0 Security Deposit**

The security deposit for contractors for works shall be equivalent to the 10% of the Total contract value (excluding taxes). The security deposit shall be paid by Bank Guarantee/ Demand Draft. In advance on acceptance of contract in next 15 days AS Security Deposit.

Release of total security deposit will be as under:-

total security shall be release to the contractors after 3 Years of the defects liability period as specified in the contract.

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

## **7.0 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.

## **8.0 Completion Period**

The time period allowed for completion of the project shall be 3 months from the date of commencement which is to be reckoned from handing over site or 15 days from the date of placing Letter of Acceptance / work order whichever is later.

## **9.0 Validity of Tender**

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

## **10.0 Liquidated Damages**

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

## **11.0 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 with and other necessary documents can be seen and downloaded from website <https://www.sbicans.com> & <https://etender.sbi> free of cost.



**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 " **AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED 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**

(i) Tender bid which includes:

Tender documents along with all annexures and EMD in Original.

- Notice Inviting Tender (NIT)
- Instructions to tenderers. Form of Offer Appendix to NIT. Brief description of work
- Special Notes & conditions to the contract
- General Conditions of Contract
- Special Conditions of Contract & Appendix, if any Contractors Labour rules and Regulations
- Performa and Annexures Preamble

(ii) **Detailed Technical Specifications for works which also includes list of approved make agencies.**

(iii) Tender Drawings

- Correspondence exchanged prior to letter of intent and awarding the work order
- The Letter of Intent / work order issued dated .....

## **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. **(Rupees .....Only) 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 **3 Months** from the date of commencement of work. In case of extension in the time period for execution of the contract beyond Project period 3 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 materials including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under the CONTRACT, exclusively belong to the Purchaser and the CONTRACTOR shall have no right or claim over the same and such excavation and materials shall be disposed of as per the instructions of the PURCHASER .

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 :-

Designation:-

Designation:-

Date:-

Date:-

WITNESS:- (1)

(2)

Place:

Date:

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**Name of Work: AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED 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 shall ordinarily be taken as the 15th day after, the date of issue of Letter of Intent / work order or the date of handing over the site whichever is later.
- iii) The contractor shall deploy onsite Technical Project Manager till completion of the project who will co-ordinate with Architect and Electrical Contractor and Networking Vendor for end to end requirements for the proposed AV solution.
- iv) 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.
- v) 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 Program charts and Progress Report:**

- a) Within a 7 (Seventh) 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) 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.
- c) 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.
- d) 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.
- e) 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.

**4.0 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.

**5.0 Testing of materials and approval:**

To ensure use of quality materials and to exercise proper quality control on the works, certain tests are to be undertaken regularly by the contractor during the progress of the work as per the provisions of the contract. Some of the important tests that are to be carried out on the work materials shall be conducted as per the relevant BIS specifications/agreement at the Government approved Technical Institutes/Laboratories. Report on these tests shall be forwarded to the Architects/PMC who shall duly certify the results thereof are in order and the materials may be used in the work. If the results do not conform to the relative BIS, the architects shall take immediate appropriate action as per the terms of contract.

Results of all concrete cube tests shall be recorded in a Register of Cube Tests maintained at site in a register and signature of the contractors and Site Engineer/PMC be obtained.

Under the terms of contract, the contractors are required to submit samples of various materials, items, fittings etc. for the approval of the SBICAPS and architect. For this purpose, special site meetings shall be arranged in the initial stage of project execution. As far as possible, the materials of brand names, if any, given in the contract shall only be selected.

**7.0 Quality Assurance-** Quality Assurance plan is to be maintained by the contractor to ensure a progressively improved and uniform quality of the finished work. The plan shall indicate all the required tests to be done during the construction stage, all the relevant applicable codes, specifications as well as acceptable criteria for each of the relevant items of work, materials. The contractor is to submit "Methods Statement" for the Quality Assurance for the elaborate construction procedure, the specifications of the materials involved their testing and acceptance criteria, equipment's to be used precautions to be taken for all activities, for approval of the Purchaser. All these have to be checked/tested periodically at the required intervals by the contractor in the presence of the authorized persons of the Purchaser and reports shall have to be signed by the authorized persons of the Purchaser. Copies of all such reports at various stages shall be appended with each running account bill as well as the final bill failing to which no payment shall be released to the contractor. The contractor to set up an independent quality assurance set up providing adequate covered space, qualified expert technicians, equipment and consumables at the site assuring maintenance of quality.

#### 7.1 Measurement Sheets and Recording of measurements:

- i) The Measurement Sheets (called MS hereinafter) is the initial record of works accounts and is the basis of all accounts of quantities of work done by the contractors or by labourers employed departmentally or materials received. The payment for all works done and for all materials received through a contract shall be made on the basis of detailed measurements recorded in MS. MS shall be maintained very carefully and accurately as these may have to be required for all billing purposes and shall be produced as evidence in a Court of Law as and when required.
- ii) The site engineer/PMC shall take joint measurements of the work as it progresses and record them directly in the MS.
- iii) It shall be ensured that the method of measurements is in accordance with the mode of measurement given in the contract. Any point of disagreement/dispute with the contractor pertaining to mode of measurements shall be promptly referred to the Concerned Authorities of the SBI CAPITAL MARKETS LIMITED for final decision.
- iv) Extra/deviated items, as claimed by the contractor, shall not be recorded in MS until they are approved by the SBICAPS.
- v) The MS shall not be left under the custody of the contractor at any time. The contractor or his representative may be permitted by the PMC to see it in his presence or make a copy of his own.
- vi) The measurement shall be authenticated / signed at the end of each session of measurement of the day's work, as the case may be, by both the parties i.e. PMC and the contractor's authorized representative.
- vii) The contractor shall give due notice to the SBICAPS whenever any work is to be buried in the floor, concrete or in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimension taken before such burial, in default whereof, the same at the opinion of the SBICAPS, be either opened up for measurement at the contractor's expenses or no payment may be made for such material, should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked. The notes of the PMC shall be accepted as correct and binding on the contractor.
- viii) The work shall be measured in the same sequence as constructed.
- ix) Measurements should start at the left hand rear corner of the building. The record of measurement of work should be so methodical that after the perusal of a few pages only, any one should be able to follow the measurement procedure of recording entries.
- x) Checking of measurements shall be as under. It shall not be perfunctory and should reveal errors, accidental or deliberate, by the staff. It should also serve as a process of instructions to junior staff.

- The initial record of measurements will be done by the PMC along with contractor's authorized representatives mentioned in Para ii under this clause.
- The Site Engineer should also certify along with the Architect wherever applicable, particularly where there is no separate supervision agency in the MB that (a) the work has been executed as per specification and approved drawings, (b) no labour complaint is received so far against the contractor, (c) no water and electricity is drawn from the SBICAPS by the contractor for his use, (d) the amount withheld against part rate payment is sufficient.

All measurements should be recorded neatly and directly in the MS at the site of work. The recording of measurements elsewhere and copying them into MS is forbidden. The entries should be made with ball pen/ink pen. No entry should be erased/over written. If a mistake is made, it should be corrected by crossing at the incorrect words or figures and inserting the correction. The correction thus made shall be properly attested. The

persons recording the measurements should sign in all pages. Any page or space left blank inadvertently should be cancelled by diagonal lines; the cancellation should be attested and dated. When any measurements are cancelled or disallowed, they must be endorsed by the dated initials of the officer ordering the cancellation or by a reference to his written order initiated by the engineer who recorded the measurements. The reasons for cancellation are also recorded.

The details of major works along with its details in case of electrical works like Make, Sr. No, details of length of cables measured etc and same in case of civil like Grid, Column/Beam number etc. also should be recorded for future references. MB should be sent only by registered post or by special messenger.

The following items of work which, owing to their situation, cannot subsequently be checked are known as hidden items.

- 1) All works below ground level such as concrete, masonry, steel work etc. in foundation.
- 2) Fabricated steel work in columns, beams etc. which are encased either in masonry or concrete.
- 3) Frame work of false ceiling, partition, wall paneling.
- 4) Water proofing treatment.
- 5) Lines of pipes buried in floor or wall or ceiling in internal sanitary, water supply or drainage installation. The levels of the plot shall be recorded in the MS. The Site Engineer/PMC are responsible for safe custody of the MS.

#### **8.0 Terms of payments:**

S.NO	MILESTONE	% OF AMOUNT TO BE PAID
1.	No Advance Payment	-
2.	Hardware/ Software Delivery	50% after delivery and installation
		20% Testing, Commissioning and Integration with other dependent equipment's
		10% on Go Live
		10% after 1 month from Go-Live
		10% against Bank Guarantee valid for 3 years.

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.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement sheets.

The contractor shall not submit interim bills as per terms of payments.

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.

Normally the agreement stipulates the value of works for interim bills. When the gross payment due to the contractor against work done including secured advance against the value of materials collected at site exceeds the amount of interim amount of bill specified in the tender, the contractor is entitled to submit a bill as explained below:

- i) The contractor shall prepare the bill in triplicate on the basis of the item wise abstract of the total measured quantities as recorded in the MS. The tender items shall be serially reproduced in the bill. The extra or variation items which have been approved shall only be included in the bill. Such extra items shall be shown in the bill in separate sub-head along with references for approvals. The bills in triplicate shall be submitted to the SBI CAPITAL MARKETS LIMITED's Site Engineer/PMC.
- ii) The Site Engineer/PMC on receipt of the bill in triplicate from the contractors shall verify the following:
  - a) The bill of quantities is as per the measurements recorded in the MS.
  - b) The rates for different items are as per accepted tender/quotation and/or the approved rates for variation.
  - c) The part rates are commensurate with the actual stage of work done and reasons for allowing part rates are briefly mentioned.
  - d) Deductions/rebate on account of retention money, or any item of work have correctly been shown in the bill.
  - e) Proper insurance cover as provided for in the contract and for proper value has been taken by the contractor.
  - f) Test certificates for the materials used, concrete etc. required as per the contract have been enclosed.
- iii) The bill after due verification as above and after incorporating necessary corrections shall be sent in triplicate to the Architect/PMC for certification, who will also give a statement for the following :
  - a) Statement giving reasons for excessive variations i.e. above 20% in the quantities as compared to the tender quantities.
- iv) The bill shall be thoroughly scrutinized and checked by the architects and sent to the SBICAPS along with a certificate of payment in duplicate. The architects shall satisfy about compliance of all requirements as per the terms of contract  
Necessary test check measurements shall be done by the Engineer.
- v) Where tender provides for adhoc payment of R.A. bills, adhoc payment shall be made by the SBICAPS after due certification by the Architects after observing the following formalities:
  - a) A certificate for adhoc payment representing the percentage mentioned in the contract of the net amount payable shall be obtained from the architects.
  - b) The Purchaser / PMC shall exercise a preliminary check on the bill including recovery statement for any materials supplied, and all other recoveries to be effected from the bill as per agreement.
  - c) It shall be ensured that the payment of bills including adhoc payments are made within the time stipulated in the contract.



- vi) The bill along with measurement books duly certified by the architects received by the Purchaser shall be processed for payment on priority basis:
  - a) The Concerned Engineer shall carry out arithmetical check of the bill in addition to complete verification of all relevant facts in regard to both tendered and non-tendered items, rates, advances, recoveries, rebates, insurance cover, and validity of Bank Guarantees etc. After satisfying himself about the correctness of the bill, he has to prepare Memorandum of payment.
  - b) He shall also ensure that (1) only approved extra/variation items are considered in the bill, (2) necessary certificates are recorded and (3) necessary test check measurements are done by the architects and SBICAPS's Engineer.
  - c) The payment shall thereafter be released after taking into account the adhoc payment made, if any. After the bill is passed for payment, the contractor shall be advised of the details like gross amount of the bills paid so far, gross amount of particular bill passed along with details of recoveries.
  - d) While passing a bill for payment, if the gross amount of the bill exceeds the sanctioned cost including the contingencies, the payment shall be restricted to the sanctioned amount and after obtaining the additional sanction from the earlier sanctioned authority the balance amount may be released.
- vii) In terms of the relevant provision of the Income Tax Act 1961, all payments made against the bills shall be subject to the recovery of income Tax and surcharge as specified by the I.T. Department. The amount so deducted shall be credited to the Government account and a certificate of deductions shall be given to the contractor. All statutory recoveries including labour cess etc. are affected from the gross values of the bill.
- viii) The Architect shall ensure that the final bills are obtained from the contractors as early as possible after the virtual completion certificate with a view to settle the bill within the stipulated period of three months/contractual conditions.
- ix) While scrutinizing the final bill, the following checks shall be exercised:
  - a) That the architects have issued the virtual completion certificate for the work.
  - b) That extension of time, if any, beyond scheduled date of completion has been granted by the competent authority.
  - c) That where the invocation of Liquidity damages clause has been decided upon, the recovery of liquidated damages has been affected.
  - d) That the contractors have submitted the necessary guarantees/undertakings/test certificates as required in terms of contract.
  - e) That all advances including mobilization advance, if any are recovered in full. The interest component as applicable shall also be recovered.
  - f) That there are no outstanding recoveries against the contractors on account of water, electricity, telephone charges or damages to fittings/fixtures or any other account as specifically provided for in the agreement.
  - g) That all receipt for refundable deposits, if any, paid by the contractors on behalf of the SBICAPS, have been submitted by the contractor to the SBICAPS, so that the SBICAPS may pursue with the concerned authorities, for obtaining refund of the same.
  - h) That the required check measurements have been carried out in the MS and the fact recorded in the MB.
  - i) That the contractors have been given a certificate to the effect that "Accepted in full and final settlement of all claims".
  - j) Income Tax, Sales tax on works contract, Labour cess or any other tax as per terms of contract are recovered as per the statutory regulations.
  - k) That the total cost of work is within the sanction, If not, revised sanction has to be obtained before releasing the payment to the contractor.
  - l) Two sets of executed plans.

**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.

**10.0 Measurements for inadmissible items:**

In case of items which are claimed by the contractor but are not admissible, measurements should be taken for record purposes only and without prejudice so that in case it is subsequently decided to advise the contractor, there should be no difficulty in determining the quantities of such items. A suitable reason should however be made in red ink against such measurements to guard against payments in the ordinary way.

**11.0 Site order book:**

- i) For issuing instructions to contractors in the course of day to day supervision of works, site order book shall be maintained by the Site Engineer/PMC in a prescribed form. Instructions should be prepared in triplicate and serially numbered. A copy of these instructions can be given to the contractor and architect for necessary action. While issuing such instructions, the contractor/his authorized representatives' signature shall be obtained on the office copy.
- ii) Instructions in the site order book shall be recorded under the signature of the Site Engineer/PMC. The SBICAPS's Engineer during his periodical inspection/visit shall peruse and record his instructions, if any, in this book.
- iii) All instructions to the contractors which are at variance with tender provisions as also pointing out lapses on the part of the contractors to adhere to the tender specifications shall be issued in writing through site order book by the Site Engineer/PMC as well as architect and SBICAPS's officials visiting the site.
- iv) The site order book shall be kept in the custody of the Site Engineer/PMC at site. This fact shall be made clear to the contractors at the beginning of the work.
- v) The site order book shall be referred to at the time of making final payments to the contractors.
- vi) The site order book shall be preserved for a period of 5 years or up to the time of all disputes/arbitration cases of the work are finally settled, whichever is later, after completion of a work in the same manner as a M.B.

**12.0 Hindrance Register:**

In order to have a record of hindrance in the progress of work which may result in delays and consequent claims from the contractors for extension of time a Hindrance Register shall be maintained at the construction site. The details of hindrances with time period shall be recorded by the Site Engineer/PMC therein when these occur and all recordings shall be signed jointly by the Site Engineer/ PMC and the contractor's representative. The extract of the same shall be sent to the Purchaser . While considering the contractor's request for extension of time for completion of work, this register shall be referred to.

**12.1 Maintenance of Records & Site Registers (Indicative only) :**

The following registers are to be maintained by Contractor/ PMC at site office:

<b>A.</b>	<b>Registers at the site office</b>
1	Measurement Books / MS sheets prepared in excel and binded.
5	Drawings register
6	Materials at site register.
7	Hindrance Register.
9	File and Register for extra / variation items.
10	Materials test Register and File.
11	Site Order Book (in triplicate).
12	Labour Reports and progress Reports Register.
13	Site Visit & Instructions Register.
14	Certified true copies of the contracts.
15	Daily Progress record
16	MTC register for Façade panels

These registers or any other register as desired by SBICAPS / Architect and a set of latest drawings shall be kept in the safe custody of the Site Engineer/PMC.

## 12.2 Extension of time:

The time allowed for carrying out the work as entered in the agreement shall be strictly observed by the contractor/Successful Bidder and shall be reckoned from the date of handing over the site/Allocation of work. The work shall throughout the stipulated period of contract be proceeded with care and due diligence (time being the essence of the contract) on the part of the contractor. To ensure good progress of the work during the execution, the contractor shall be bound in all cases, by the time schedule submitted by him.

- i) If the contractor shall desire an extension of time for completion of work on the grounds that there having been unavoidable hindrances in execution or on any other ground he shall apply in writing in format enclosed to the architect within 30 days of the hindrance on account of which he desires such extension.
- ii) The Site Engineer/PMC shall consider the application with reference to the reasonableness of the grounds cited therein and the recordings in the Hindrance register maintained at site (Performa enclosed at Annexure). They shall thereafter forward their comments/recommendations to the architects. The architects shall refer the case to the Purchaser along with their recommendations
- iii) The Purchaser on being satisfied about the reasonableness of the request of the contractors, in terms of the relevant contract conditions, may recommend a fair and reasonable extension of time in the format enclosed at Annexure to the concerned authority for granting extension of time.
- iv) Extension of time shall be granted before expiry of the contract period so that the contract is in force at the time of granting extension of time. Even if the contractor fails to apply for extension of time, the PMC and architects shall bring the fact to the notice of the Purchaser .
- v) While granting extension of time, it shall be clearly stipulated that the extension of time is being given without prejudice to the SBICAPS's right to recover liquidated damages under relevant contract clause.
- vi) The letter granting extension of time is to be issued by the architects in a standard format.
- vii) If the contractors fail to complete the work within the stipulated period, the extended time as above or if the delay in completion of the work is attributable to the contractor in any way whatsoever, liquidated damages shall be recovered from the contractor's dues as stipulated in the contract. The authority to decide as to whether liquidated damages are to be levied or not.
- viii) Notwithstanding anything contained in this tender documents or elsewhere, the extension for completion of the project shall be granted only as per discretion of the SBICAPS and the SBICAPS

shall within its right to refuse the same. The contractor shall not claim or demand the extension as a matter of his right.

- ix) Further, the SBICAPS shall be at liberty to get the project completed by third party, if the contractor shall not complete the project within the time specified or failed to complete the project and the SBICAPS shall with in its right to recover its monetary loss from the contractor.

### **12.3 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.

### **12.4 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.

### **13.0 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 qualification.

- iv) Record of disqualification action taken against contractors shall be maintained in a separate file as also in the concerned contractor's dossier.

#### **14.0 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.

#### **15.0 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.

#### **16.0 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.

#### **17.0 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.

#### **18.0 Insurance:**

The Purchaser shall make necessary arrangement to insure the all Materials/Labours from the date of award of work to till virtual completion.

#### **19.0 Termination of Contract by the SBICAPS :**

If the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official Assignee or the Liquidator in such acts of insolvency or winding up shall be unable within 7 (seven) days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfil the Contract, and to give security therefore, if so required by the Architect.

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 Contract.

OR, shall assign or sub-let the Contract without the consent in writing of the Architect and Purchaser first obtained.

OR, shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.

OR, if the Architect shall certify in writing to the SBICAPS that the Contractor :

- i. has abandoned the Contract, or
- ii. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 7 (seven) days after receiving from the Architects written notice to proceed, or
- iii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be complete with the time agreed upon , or
- iv. has failed to remove materials from the site or to pull down and replace work for 7 (seven) days after receiving from the Architects written notice that the said materials or work were condemned and rejected by the Architects under these conditions, or
- v. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for 7 (seven) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- vi. Has to the detriment of good workmanship or in defiance of the Architects instruction to the contrary sublet any part of the Contract. Then in any of the said cases the Purchaser /SBICAPS shall be entitled to terminate the contract notwithstanding any previous waiver, after giving 7 (seven) days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Purchaser , may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means if his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 (fourteen) days after receipt thereof by him the Purchaser shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Purchaser for the values of the said and the expenses or loss which the Purchaser shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Purchaser , to the Contractor, or, by the Contractor to the Purchaser , as the case may be, and the certificate of the Architect/ Purchaser shall be final and conclusive between the parties. On termination of the contract, the Contractor shall forthwith remove himself and his workmen from the works site.

Notwithstanding anything contained elsewhere, the SBICAPS shall be well within its right to terminate the contract with the contractor at any stage, if it is found that the contractor is not doing the work as per approved instructions/maps/drawings etc. or has not completed the work up to the satisfaction of the SBICAPS at any phase during the period of contract. Further, the SBICAPS shall be well with in its right to get the work completed through third party at the cost of contractor.

## **20.0 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.

#### **21.0 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.

#### **22.0 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.

**23.0 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)****AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED  
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** 4<sup>th</sup> 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

**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 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. **Materials, Appliances and Employees:**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order

among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBICAPS /Architect/ consultant he shall be removed from the site immediately.

q. **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.

r. **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

s. **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

t. **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.

u. **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.

**i) 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.

**ii) 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.

**iii) 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 handing over of site or 15 days from the date of Letter of Acceptance / work order (scanned copy sent to the tenderer at their mail id) whichever is later.

**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. Maintenance of registers:**

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBICAPS /Architect / consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

**32. Materials Having Basic Price**



If the basic rate of any material actually used for the work is more or less than the basic rate given in schedule of quantities, in that case differential rate will be 1.15 times of actual rate without GST minus Basic rate in the tender. Actual rate without GST shall be taken from the GST invoice produced by the contractor subject to be found in order as per the then prevailing market rates by the Architect & the SBICAPS.

The differential rate shall be applicable for the actual quantity executed & measured for that item of work. The differential amount thus calculated shall be either plus or minus and shall be paid or recovered from the contractor. GST shall be paid on this amount.

It shall be mandatory to obtain approval of quantity / rate for the PMC / SBICAPS before purchase of any material.

**33. 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.

**34. 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.

**35. 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.

**36. Firefighting arrangements:**

The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water these equipment shall be provided at suitable prominent and easily accessible place and shall be properly maintained.

Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor make the following arrangements at his own cost but not limited the following:

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations which can create fire hazards.
- c) Access for fire-fighting equipment.
- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
- f) General housekeeping.

**37. Site order book:**

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the architect

/consultant as and when demanded- Any instruction which the architect/consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

**a. Temporary fencing/barricading:**

The contractor shall provide and maintain a suitable temporary fencing/barricading/ green nets and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the architect/consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

**b. Site meetings:**

Progress and quality evaluation meetings will be held at the site / online via video conferencing every week or as demanded by Engineer in Charge / SBICAPS / PMC. The Contractors' authorised senior representative-in-charge of the project along with his authorised site-in-charge and other authorised staff as required participating in these meetings and ensuring all follow up actions.

**c. Disposal of refuse:**

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

**d. Contractor to verify site measurement:**

- a) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-Contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Project Management Consultant.
- b) Measurement to be recorded before work is covered up:  
The Contractor shall take joint measurements with the PMC's/ Architect's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same will be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed. No claim for interim bill payment will be entertained unless the bill is accompanied with detailed measurements.
- c) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-Contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works. A copy of all such information passed on shall be given to the Project Management Consultant.
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- e) Typographic or clerical errors  
The Architect's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

**38. Displaying the name of the work:**

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating there in the name of the project and other details as given by the architect/consultant at his own cost and remove the same on completion of work.

**39. As built drawings:**

For the drawings issued to the contractor by the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the SBICAPS / Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In cases 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 incorporated these corrections and / or attend to discrepancies either on copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.

For the drawings prepared by the contractor:

The contractor will modify the drawing prepared by him wherever the changes made by the SBICAPS / architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

**40. Approved makes:**

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing, anti-termite treatment, aluminum doors and windows and any other item as specified in the tender. The SBICAPS in consultation with architect/PMC may approve any make / agency within the approved list as given in the tender after inspection of the sample/mockup. The tender price quoted shall cover for this aspect. Only when it is not possible to use any of the approved makes, either due to non- availability or due to technical reasons and the Contractor shall propose alternative materials and if found suitable these shall be approved by the Purchaser / Architect for construction.

**a) Procurement of materials:**

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractors account

**41. 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 as statutory law during the currency of contract the same shall be borne by the contractor. However, GST will be paid extra.

**42. 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

**43. 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 months 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.

## **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) Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
- e) Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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 or 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.
  - When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 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:**

#### i) **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.

#### ii) **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.

#### iii) **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.

iv) **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.

v) **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 2 (Two) 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 disjointing 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 of 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. Temporary Services:**

The Contractor shall provide and maintain all temporary services on or about the site including providing **Tower cranes**; hoists for material movements required for the execution of the works and shall remove them on completion as decided by Architect/ Project Management Consultant.

**32. Unauthorized Persons:**

No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

**33. Keeping Site Clean and Clear:**

During the progress of the works and when directed by the Architect/ Project Management Consultant the Contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any Sub-Contractors and shall maintain the housekeeping at site premises by properly stacking different materials on different locations/ yards until the date of issue of Certificate of Completion. The contractor at his own cost shall develop separate yards. All scraped materials shall be dumped in the scrap yard specially designated in the site premises for this purpose. The cost of keeping the site clean shall be deemed to have been included for in the rates.

On completion of the works, the Contractor shall at his own expense clear away and remove from the site not later than 7 (seven) days from the date of completion of works all constructional plant, surplus material,

rubbish and temporary works of every kind as required by local statutory authorities if applicable, and leave the entire site and works clean and in a workman like condition. In case of failure by the Contractor, the Purchaser under the advice of Architect/ Project Management Consultant will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the Architect/ PMC/ Purchaser .

**34. 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.

- 35. 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.

**36. 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.

**37. 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 we 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.

### **38. 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.

### **39. 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.

## CONTRACTOR'S LABOUR RULES & REGULATIONS

### 1. Labour Rules:

The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Purchaser indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Purchaser is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Architect/ Purchaser shall have the right to deduct from any money due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Purchaser, responsibility in connection with the employees of the Contractor, who shall, in no case, be treated as the employees of the Purchaser at any point of time.

### 2. Fair Wages:

- a) The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Purchaser, whichever may be higher.
- b) The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the works, including any labour engaged by Sub-Contractors in connection with the said works as if the labourers had been directly employed by him.

### 3. Notices:

The Contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Architect.

### 4. Record of wages etc.

The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the PMC/ Purchaser / Architect and the Conciliation Officer (central), Ministry of Labour Government of India, or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker :

- a) Name, worker's number and grade;
- b) Rate of daily or monthly wage;
- c) Nature of work on which employed;
- d) Total number of days worked during each wage period;
- e) Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
- f) Wage actually paid for each wage period.
- g) The Contractor shall provide a Wage Slip for each worker, employed on the Works.
- h) The Wage records and Wage Slips shall be preserved for at least 12 (twelve) months after the last entry for Inspection of Wage Records.

- i) The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Architect/ PMC and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Purchaser or any other person authorized by him on his behalf.
- j) The Purchaser / Architect or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the power to investigate into any complaint regarding any default made by the Contractor or Sub-Contractor in regard to such provision.
- k) No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Architect/Purchaser agree otherwise.

**5. Safety Provisions:**

The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract and as per clause 7.83 above. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

**6. PERSONAL SAFETY EQUIPMENTS**

- a) All necessary personal safety equipment as considered adequate by the site Engineer/ PMC should be kept available for the use of the person 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.
- b) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- c) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- d) 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 manholes and the manholes so. Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- e) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
- f) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
- g) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- h) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- i) When the work is done near any public place where there is risk of drowning, all necessary equipments should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**7. HOISTING MACHINES**

Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:

- a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting 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 a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- e) In case of departmental machines, the safe working load shall be notified by the Site Engineer/ PMC. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the PMC whenever he brings any machinery to site of work and get it verified by the PMC concerned.
- f) Motors, 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 of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- g) 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 should be provided at or near places of work.
- h) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- i) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- j) Notwithstanding the above clauses, there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.
- k) The Contractor shall at his own expense provide footwear for all labour engaged on work and other types of work involving.

**8. First Aid:**

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder. Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplace, there shall be provided and maintained an ambulance room containing the prescribed

equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

**9. Accommodation for Labour:**

The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary for labour at his own expenses to the standards and scales as approved by the Architect/ PMC

**10. Drinking Water:**

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water-proof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

**11. Washing and Bathing Places:**

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained conditions.

**12. Latrines and Urinals:**

Except in workplaces provided with water/ flushed latrines connected with a water borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letters. "For Women Only" shall be provided on the scale laid down in rule (vi). Those for men shall be similarly marked "For Men Only". A poster showing the figures of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals

**PROFORMA & ANNEXURES FOR INFORMATION**

**ANNEXURE – 10.01 EMPLOYING CONTRACT LABOUR**

**ANNEXURE – 10.02 REGISTER OF CONTRACTORS**

**ANNEXURE – 10.03 NOTICE OF COMMENCEMENT /COMPLETION OF CONTRACT WORK**

**ANNEXURE – 10.04 MONTHLY PROGRESS REPORT**

**ANNEXURE – 10.05 RECEIPT OF MATERIALS AT SITE ( MONTHLY)**

**ANNEXURE – 10.06 FORMAT FOR RUNNING A/C BILL**

**ANNEXURE – 10.07 CERTIFICATE OF PAYMENT BY PMC / ARCHITECT**

**ANNEXURE – 10.08 HINDRANCE REGISTER**

**ANNEXURE – 10.09 SITE ORDER BOOK**

**ANNEXURE – 10.10 PROFORMA FOR APPLICATION FOR EXTENSION OF TIME LIMIT**

**ANNEXURE – 10.11 FORMAT FOR RECOMMENDING EXTENSION OF TIME.**

**ANNEXURE – 10.12 FORMAT OF LETTER GRANTING EXTENSION OF TIME**

**ANNEXURE – 10.13 DETAILS OF INSURANCE POLICIES**

**ANNEXURE – 10.01****PROFORMA OF APPLICATION FOR REGISTRATION OF ESTABLISHMENT EMPLOYING CONTRACT LABOUR**

1.	Name and location of the Establishment.	
2.	Postal address of the Establishment.	
3.	Full name and address of the Principal Purchaser . (furnish father's name in the case of individuals)	
4.	Full name and address of the Manager or the person responsible for the supervision and control of the Establishment.	
5.	Nature of work carried on in the Establishment.	
6.	Particulars of Contractors and Contract Labour:	
(a)	Names and address of the Contractors.	
(b)	Nature of work in which contract labour is employed or is to be employed.	
(c)	Maximum number of contract labour to be employed on any day through each Contractor.	
(d)	Estimated date of commencement of each contract work under Contractor.	
(e)	Estimated date of termination of employment of contract labour under each Contractor.	
7.	Particulars of treasury receipt enclosed. (Name of the treasury, amount and date)	

I hereby declare that the particulars given above are true to the best of my knowledge and belief.

Principle Purchaser Seal and

Stamp

.....



**ANNEXURE -10.02****PROFORMA OF REGISTER OF CONTRACTORS**

1. Name And Addresses Of The Principle Purchaser \_\_\_\_\_
2. Name and address of the establishment \_\_\_\_\_

Sr. No..	Name and address of the Contractor	Nature of work on contract	Location of contract work	Period of Contract		Maximum Number of workmen employed by the Contractor
				From	To	

**ANNEXURE – 10.03**

**PROFORMA OF NOTICE OF COMMENCEMENT/ COMPLETION OF CONTRACT WORK**

1. Name and principle Purchaser & address

2. No. and date of certificate of registration

3. I /we hereby intimate that the contract work (Name of work) given to

\_\_\_\_\_ (Name and address of the  
Contractor) having License No. \_\_\_\_\_ dated  
\_\_\_\_\_ has commenced/ has been completed with effect from  
\_\_\_\_\_ (date)/ on \_\_\_\_\_ (date).

Signature of the Principle Purchaser

The Inspector,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE – 10.04****PROFORMA OF MONTHLY PROGRESS REPORT**

Name of work :

Progress report for the month : Report No:

Sr. No.	Description	Details of location where works is done	Approximate quantity executed
<b>A.</b>	<b>AUDIO VIDEO WORKS.</b>		

**ANNEXURE-10.05****RECEIPT OF MATERIALS AT SITE**

Sr. No.	Description	Opening Balance	Receipt during month	Consumption during month	Closing balance	Total quantity received till date
1						
2						
3						
4						
5						
6						
7						
8						

**ANNEXURE – 10.06****I – FORMAT FOR RUNNING A/C BILL**

1. Name of Contractor / Agency
2. Name of work
3. Sr. No. of this bill
4. No. and date of previous bill
5. Reference to Agreement No.
6. Date of written order to commence
7. Date of completion as per agreement

Sr. No.	Item Description	Unit	Rate (Rs.)	Tendered Amount (Rs.)
1	2	3	4	5

Upto previous R/A. Bill		Upto date Present Bill		Remarks	
Qty.	Amount (Rs.)	Qty	Amount (Rs.)	Qty.	Amount (Rs.)
6	7	8	9	10	11

Note: 1) if part rate is allowed for any item, it should be .....indicated with reasons for allowing such a rate

2)if adhoc payment is made, it should be mentioned specifically

**ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON MATERIALS HELD AT SITE BY THE CONTRACTOR.**

No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total value of materials at site.

Secured Advance @ \_\_\_\_\_ % of above value B

**CERTIFIED**

(i) that the materials mentioned above have actually been brought by the contractor to the site of the work and no advance on any quantity of any of this item is outstanding on their security

(ii) that the materials are of imperishable nature and are all required by the contractor for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated \_\_\_\_\_  
Signature of Site Engineer preparing the bill  
Designation \_\_\_\_\_

Dated \_\_\_\_\_  
Signature of SBICAPS' Consultant.

Dated \_\_\_\_\_  
Signature of Architect  
(Name of the Architects)

Dated \_\_\_\_\_  
Signature of the Contractor  
(Name of the Contractor)

**CERTIFICATE**

The measurements on the basis of which the above entries for the Running Bill No. \_\_\_\_\_ were made have been taken jointly on \_\_\_\_\_ and are recorded \_\_\_\_\_ at pages \_\_\_\_\_ to \_\_\_\_\_ of measurement book No. \_\_\_\_\_.  
\_\_\_\_\_

Signature and Date of contractor

Signature and date of Architect's representative

Signature and date of the Site Engineer (seal)

The work recorded in the above mentioned measurements has been done at the site satisfactorily as per tender drawings, conditions and specifications.

Architect Site Engineer

SBICAPS' Consultant

**ANNEXURE - 10.07****PROFORMA OF CERTIFICATE OF PAYMENT BY PMC/ ARCHITECT**

Certificate No. Interim /	Dated	
Client:	Project No.	Building Work/ Audio-Video Work
	Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contract's Bill No.	Dated:
<p>This is to certify that the amount given below (*) is due to your Contractors for the work done by them and / or against materials delivered at site and/or for advance towards contract on the above referred project.</p> <p>Advance against contract:  Less: Advance adjusted to date  Balance Advance  Advance against material delivered at site  Amount of work done to date  Total Rs.....  Less: Retention on work done Rs.....  Less: Previously certified up to Rs.....  Present Certificate (*) Rs.....</p> <p>Rupees _____</p> <p>The cost of work or any other material supplied by you or payments made by you directly if any, and not covered herein above, should be adjusted before making the payment of the certified amount (*)</p> <p>Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount.</p> <p>By a copy of this letter, we are intimating the Contractors to call on you for the necessary payment.</p>		
<p>Remarks, if any</p> <p>the details of insurance policy are enclosed .</p>		
<p><b>Signature of Architects</b></p> <p>Enclosures: Bill</p>		

**ANNEXURE – 10.08**

**PROFORMA OF HINDRANCE REGISTER**

Name of the work:

Date of start of work:

Name of Contractor:

Period of Completion:

Agreement No.:

Date of completion:

Sr. No.	Nature of Hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature of PMC	Remarks
1	2	3	4	5	6	7

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PMC – Project Management Consultant



**ANNEXURE- 10.09**

**FORMAT OF SITE ORDER BOOK**

Name of the work\_\_\_\_\_

Date of Commencement\_\_\_\_\_

<b>Sr. No</b>	<b>Remarks/ Instructions of the site Engineer/ Architect</b>	<b>Dated Initials of site Engineer/ Architect</b>	<b>Initials of the Contractor for having received the instructions</b>	<b>Action taken with date</b>	<b>Dated initials of the site Engineer</b>	<b>Remarks of the Architects PMC/C.C. Officials</b>

**ANNEXURE - 10.10****PROFORMA FOR APPLICATION OF EXTENSION OF TIME LIMIT**

1.	Name of Contractor			
2.	Name of the work as given in the agreement			
3.	Agreement No.			
4.	Estimated Tender amount.			
5.	Date of Commencement of work as per Agreement.			
6.	Period allowed for completion of work as per agreement.			
7.	Date of completion stipulated in Agreement.			
8.	Period for which extension of time has been given previously:	<u>Date</u>	<u>Month</u>	<u>Year</u>
(a)	1 <sup>st</sup> extension vide Architects/ SBICAPS letter no.			
(b)	2 <sup>nd</sup> extension vide Architects/ SBICAPS letter no.			
(c)	3 <sup>rd</sup> extension vide Architects/ SBICAPS letter no.			
(d)	4 <sup>th</sup> extension vide Architects/ SBICAPS letter no.			
9.	Reasons for which extensions have been previously given ( copies of the previous application should be attached )			
10.	Period for which extension is applied for :			
11.	Hindrances on account of which extension is applied for with dates on hindrances occurred and the period for which these are likely to last :			
(a)	Serial No.			
(b)	Nature Of Hindrance:			
(c)	Date of Occurrence:			
(d)	Period for which is likely to last :			
(e)	Period for which extension required for this particulars hindrance:			
(f)	Overlapping period if any , with to item (e) above			
(g)	Net extension applied for :			
(h)	Remarks if any			
12.	Extension of time required for extra work			
13.	Details of extra work and amount involved :			
(a)	Total value of extra work :			
(b)	Proportionate period of extension time on estimated amount put tender			
14.	Total extension time required for 11 & 12 :			

Contractor

Signature of

Recommendations of Architects

Signature of Architect

**ANNEXURE- 10.11****FORMAT FOR RECOMMENDING EXTENSION OF TIME****EXTENSION OF TIME PERIOD FOR THE WORK OF.....**

<b>1.</b>	Name of work & E.C. sanction	
<b>2.</b>	Name of Contractor	
<b>3.</b>	Contract Cost	
<b>4.</b>	Date & Reference of Letter of Intent / work order	
<b>5.</b>	Date of start of work(As per Letter of Intent / work order)	
<b>6.</b>	Time period as per tender	
<b>7.</b>	Scheduled Date of completion	
<b>7.A</b>	Interim schedule if any	
<b>8.</b>	No. of extensions	
<b>9.</b>	Date & Reference of last extension.	
<b>10.</b>	Reasons for delay and period of delay for each reason including corrective action taken by SBICAPS/Architect (quote & attach references wherever necessary) i) ii)etc	
<b>11.</b>	Total delay due to above	. .... days.
<b>12.</b>	Responsibility for each reason for delay (a) SBICAPS (b) Architect (c) Contractor (d) unforeseen circumstance (e) force measures etc. and corrective action not been taken (Attach references of letters etc.).	
<b>13.</b>	Present status of work – Physical progress, % progress & cost of work remaining/ incomplete.	
<b>14.</b>	Any interim schedule / milestone achieved.	
<b>15.</b>	Any other hold/restraint envisaged in the completion of the remaining work. suggest corrective actions necessary.	
<b>16.</b>	Recommendation for the no. of days of extension along with reasons.	
<b>17.</b>	Financial loss to the SBICAPS if any due to this Extension and recommendations for liquidated damages if justifiable (State reasons)	

**ANNEXURE-10.12**

**FORMAT OF LETTER GRANTING EXTENSION OF TIME**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Construction at \_\_\_\_\_work- Extension of Time**

Refer your letter No. \_\_\_\_\_dated \_\_\_\_\_in connection with the grant of extension of time for completion of the captioned work. The date of completion of the above mentioned work is \_\_\_\_\_as stipulated in the contract. Extension of time for completion of the work up to \_\_\_\_\_is, hereby granted by the SBICAPS without prejudice to the right of the SBICAPS to recover liquidated damages in accordance with the provisions of the contract. Notwithstanding the extension hereby granted, time is and shall continue to be the essence of the said contract.

Yours Faithfully,

Architects

**ANNEXURE-10.13****DETAILS OF INSURANCE POLICIES**

Type of policies	Name of Insurance	Amount Rs.	Policy No.	Validity
CAR (Contract All Risk) policy including 3rd party liability				
Workmen's Compensation				

Remarks :

1. This is only an 'on-account' payment and is not to be interpreted either as approval of work, materials brought or affixed at site or for that matter approval of any sort.
2. The quantum of work done and materials delivered at site have been certified by.....
3. should you wish to audit such work, kindly contact the undersigned and oblige.

**Architects.....**

**LIST OF APPROVED MAKE, BRANDS, MANUFACTURERS & TECHNICAL SPECIFICATIONS.**

All materials to be used for Audio-Video works is to be of following approved make, manufacturers other than listed below may also be considered at the discretion of the Engineer in charge/ Architect.

Unless otherwise mentioned, any one of the following approved makes or brands shall only be allowed to be used. In case of non-availability due to any verifiable reason, EIC may allow alternate brand(s), if sufficient options are not available. In case of a product not mentioned in the list, material/brand/model needs to be approved by Engineer-in-Charge and/or Architect, before use.

**FOR AUDIO-VIDEO WORKS**

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>BOARDROOM 29 PAX</b>		
1.	136" All-In-One Professional Active LED Display.	LG / Samsung / Panasonic
2	65" Professional Ultra HD Display Panel	LG / Samsung / Panasonic
3	Wall Mount	Lumi/ B.Tech/ Custom
4	Ultra-thin LCD Monitor Lift with Retractable Screen	Albiral/ Arthur Holm / Element One
5	Room Scheduler	Approved make :AMX / Crestron /Extron
6	Video Conference System	Poly (HP) / Cisco / Crestron
7	PTZ Camera for VC	QSC / Canon / Clearone
8	USB Capture Card	AMX/Crestron/Extron
9	Ceiling Microphone	Shure / Sennheiser / Clearone
10	Microphone activation	Shure / Sennheiser / Clearone
11	Digital Signal Processor	Xilica / QSC / Biamp
12	Amplifier for Ceiling speakers	Audac / QSC / JBL/ Crown
13	Amplifier for Column speakers	Audac / QSC / JBL
14	Ceiling Speaker	Audac / QSC / JBL
15	FOH Speakers	Audac / QSC / JBL
16	USB Matrix Switcher	AMX / Blustream /ATEN
17	AV over IP ENCODER	AMX/Crestron/Extron
18	AV over IP DECODER	AMX/Crestron/Extron
19	USB Extender 3.0	AMX/Crestron/Extron
20	USB Extender 2.0	AMX/Crestron/Extron
21	Wireless Presentation	Extron / Crestron / Barco
22	Control Processor	Extron/AMX/Crestro

23	Touch Pannel	Crestron / Apple / AMX
24	Wifi Router	Dlink / TP-Link / Netgear
25	48 Port POE	Dlink / Crestron / Netgear
26	Cable Cubby	Logic / kramer / Crestron
27	Cat6 A Cable	Belden / D-Link / Kramer
28	Speaker Cable	Kramer/ Kordz /Extron
29	HDMI Patch Cable	Crestron / Extron / Kramer
30	Microphone Cable	Kramer/ Kordz /Extron
31	42 U Equipment Rack	Valrack / Netrack / WQ

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>Meeting Room 12 PAX</b>		
1	75" Professional Ultra HD Display Panel	Client supply (SBICAPS will use an existing TV of 75")
2	Wall Mount	Lumi/ B.Tech/ Custom
3	Video Conferencing bar-Codec	Poly (HP) / Cisco / Crestron
4	Room Scheduler	AMX / Crestron /Extron
5	AV over IP ENCODER	AMX/Crestron/Extron
6	AV over IP DECODER	AMX/Crestron/Extron
7	Wireless Presentation	Extron / CRESTRON / Barco
8	Control Processor	Extron / AMX / Crestron
9	Touch Panel	Crestron/Apple/ AMX
10	Wifi Router	Dlink / TP-Link / Netgear
11	24 Port Poe switch	Dlink / Crestron / Netgear
12	Cable Cubby	Logic / kramer / Crestron
13	Cat6 A Cable	Belden / D-Link / Kramer
14	HDMI Patch Cable	Crestron / Extron / Kramer
15	USB C Extension Cable	Crestron / Extron / Kramer



SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>Meeting Room 10 PAX</b>		
1	75" Professional Ultra HD Display Panel	LG/Samsung/Panasonic
2	Wall Mount	Lumi/ B.Tech/ Custom
3	Video Conferencing bar	Poly (HP) / Cisco / Crestron
4	Room scheduler	AMX / Crestron /Extron
5	AV over IP ENCODER	AMX/Crestron/Extron
6	AV over IP DECODER	AMX/Crestron/Extron
7	Wireless Presentation	Extron/ CRESTRON / Barco
8	Control Processor	Extron / AMX / Crestron
9	Touch Panel	Crestron/Apple/ AMX
10	Wifi Router	Dlink / TP-Link / Netgear
11	24 Port Poe switch	Dlink / Crestron / Netgear
12	Cable Cubby	Logic / kramer / Crestron
13	Cat6 A Cable	Belden / D-Link / Kramer
14	HDMI Patch Cable	Crestron / Extron / Kramer
15	USB C Extension Cable	Crestron / Extron / Kramer

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>Meeting Room 8 PAX</b>		
1	55" Professional Ultra HD Display Panel	LG/Samsung/Panasonic
2	Wall Mount	Lumi/ B.Tech/ Custom
3	Conferencing Bar With 4k Camera	Poly (HP) / Cisco / Crestron
4	Cable Cubby	Logic / kramer / Crestron
5	HDMI Cable 10M	Crestron / Extron / Kramer
6	USB C Extension Cable	Crestron / Extron / Kramer

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>Meeting Room 6 PAX</b>		
1	55" Professional Ultra HD Display Panel	LG/Samsung/Panasonic
2	Wall Mount	Lumi/ B.Tech/ Custom
3	Cable Cubby	Logic / kramer / Crestron
4	HDMI Cable 10M	Crestron / Extron / Kramer

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>RECEPTION &amp; WAITING AREA</b>		
1	65" Professional Ultra HD Display Panel	LG/Samsung/Panasonic
2	Wall Mount	Lumi/ B.Tech/ Custom

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>CAFETERIA</b>		
1	55" Professional Ultra HD Display Panel	LG/Samsung/Panasonic
2	Ceiling Mount/Wall mount Kit	Lumi/ B.Tech/ Custom
3	Column speaker	Audac/Xilica/Bose
4	Dual Channel Amplifier	Audac/Xilica/Bose
5	Wireless Handheld microphone	Sennheiser/Televic/Shure
6	DSP	Audac/Xilica/Biamp
7	Cable & connector	Kramer/ Falcon/ Tasker
8	Equipment rack	Valrack /WQ/Netrack

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>EVP CABIN</b>		
1	55" Professional Ultra HD Display Panel	LG/Samsung/Panasonic
2	Ceiling Mount/Wall mount Kit	Lumi/ B.Tech/ Custom
3	Face Plate/Cable Cubby	Gigatronics/ AMX/ Kramer
4	HDMI Cable 10M	Crestron / Extron / Kramer

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>SVP CABIN</b>		
1	43" LED Professional Display	LG/Samsung/Panasonic
2	Ceiling Mount/Wall mount Kit	Lumi/ B.Tech/ Custom
3	Face Plate	Gigatronics/ AMX/ Kramer
4	HDMI Cable 10M	Crestron / Extron / Kramer

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>COMMON OFFICE PA SYSTEM</b>		
1	Left Work station/Right Work Station/Record Room/Cubicle/ Passage/ Toilets	Audac/Xilica/Biamp
2	4X240 Amp	Audac/Xilica/Biamp
3	8 ZONE CONTOLLER	Audac/Xilica/Biamp
4	PAGING MAICROPHONE	Audac/Xilica/Biamp
5	Speaker cable	Kramer/ Kordz /Extron
6	Equipment rack	Valrack / Netrack / WQ

SR NO	MATERIAL	APPROVED MANUFACTURER / SUB CONTRACTOR / SUPPLIERS
<b>COMMON OFFICE PA SYSTEM</b>		
1	50" LED Professional Display	LG/Samsung/Panasonic
2	Ceiling Mount/Wall mount Kit	Lumi/ B.Tech/ Custom
3	Digital Signages Solution PC	Lenovo/Dell/HP
4	Wifi Router	Dlink / TP-Link / Netgear
5	8 Port POE Newtork Switch	Dlink / TP-Link / Netgear

(On non-judicial stamp paper of Rs. 100)

**BANK GUARANTEE**

**Place:-**

**Date:-**

B.G. No. \_\_\_\_\_

Value Rs. \_\_\_\_\_

**SBI Capital Markets Limited,**

Sood Tower, 4th Floor, Plot-25,

Barakhamba Road, New Delhi – 110001.

**Sub:- Bank Guarantee of Rs. .... Towards Security Deposit for the work, offer SBI Capital Markets Limited.**

Dear Sir,

WHEREAS (Name and address of contractor/vendor) (hereinafter called the Contractor) have applied/entered into contract for (Name of Work) with SBI Capital Markets Limited (SBICAPS) as mentioned in the letter of SBICAPS's Consultants (THE GRID, E-326, Greater Kailash-2, New Delhi-110048) vide their Tender ID No. \_\_\_\_\_ (Event ID \_\_\_\_\_) Dated \_\_\_\_\_ and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" the Contractor has now agreed to produce a Bank Guarantee amounting **(In case of EMD 2% of the tender estimate Amount)**.

AND WHEREAS in terms of said contract, the contractor is required to furnish to SBI Capital Markets Limited a Guarantee of a Scheduled Bank for a value of Rs. \_\_\_\_\_ to be valid upto (Date)

AND WHEREAS (Name of Bank and its Branch) having their office at (address) the Guarantor, at the request of the contractor hereby furnishes a BG in favour of SBI Capital Markets Limited and Guarantees in the manner hereinafter appearing.

In consideration of the premise, we (Name of Bank and its Branch) having our office at (address) hereafter called the "Guarantor" (which expression shall include its successors and assigns) here by expressly, irrevocably & unreservedly undertake and guarantee under that if the Contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between SBI Capital Markets Limited and the Contractor the Guarantor shall, on demand without reference to the contractor pay to SBI Capital Markets limited immediately and sum claimed by SBI Caps Markets Limited under the said contract up to a maximum amount of Rs. \_\_\_\_\_ (Rupees Only).

In case the amount demanded by SBI Capital Markets Limited is not paid within 48 hours of receipt of demand, the Guarantor agrees to pay the aforesaid amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

- (i) Such Payment shall be notwithstanding any right the contractor may have directly against SBI Capital Markets Limited, or any disputes raised by the Contractor with SBI Capital Markets Limited or any suits or proceedings pending in any competent court or before any arbitrator. SBI Capital Markets Limited written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the Guarantor.
- (ii) The Guarantor shall not be discharge or released from the undertaking and Guarantee, by any arrangement, variations made between SBICAPS and the contractor and or indulgence shown to the contractor by SBICAPS, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.
- (iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBICAPS in writing whichever is earlier.

- (iv) This Guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBICAPS.
- (v) This Guarantee shall not be affected by any change in the constitution of the Contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- (vi) In order to give effect to this guarantee SBICAPS will be entitled to act as if the Guarantor were the principal debtor and the guarantor hereby waives all and any of its rights or surety ship.
- (vii) This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBICAPS of the amount hereby secured.
- (viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBICAPS in respect of the said contract.
- (ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBICAPS that the envelope was so posted shall be conclusive.
- (x) These presents shall be governed by and constructed in accordance with Indian Law.

Not with standing anything contained here in before the liability of the guarantor under this guarantee is restricted to a sum of Rs.\_\_\_\_

This guarantee will remain valid up to **(As per tender documents Clause is Bid Security)** Bid \_\_\_\_ unless a demand or claim under this guarantee is made in writing on or before \_\_\_\_\_ the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the \_\_\_\_\_

For (Name of the Bank)  
(Signature/s with designation/s of signatory/ies)  
(Name and stamp of Bank)

### **FORMAT OF PRE-CONTRACT INTEGRITY PACT**

**SBI CAPITAL MARKETS LIMITED** hereinafter referred to as “The Purchaser”. And

..... hereinafter referred to as “The Bidder/Contractor”

#### **Preamble**

**The Purchaser intends to award, under laid down organizational procedures, contract/s for AUDIO & VIDEO AUTOMATION COLLABORATION WORKS FOR SBI CAPITAL MARKETS LIMITED AT I-200, 2nd FLOOR WORLD TRADE CENTER NAUROJI NAGAR NEW DELHI- 110029**

The Principal values full compliance with all relevant laws of the land, rules, regulations, and economic use of resources and of fairness/transparency in its relations with its Bidder and / or Contractor.

In order to achieve these goals, the Purchaser may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1- Commitments of the Principal.**

The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Purchaser will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

If the Purchaser obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign

Suppliers" as annexed and marked as Annexure.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### **Section 4: Compensation for Damages**

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti- corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Sub- Contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8: Independent External Monitor/Monitors**

The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, SBICAPS.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation



to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the MD, SBICAPS within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitled to compensate on the same terms as being extended to / provided to Independent Directors on the SBICAPS Board.

If the Monitor has reported to the Chairman SBICAPS, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman SBICAPS has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word "Monitor" would include both singular and plural.

### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor after the last payment under the contract, and for all other Bidders & months ---- the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MD of SBICAPS.

### **Section 10 – Other provisions**

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Purchaser, i.e. Mumbai.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the SBICAPS)  
(Office Seal)

(For & On behalf of Bidder/ Contractor)  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1: (Name & Address)  
Witness 2: (Name & Address)

**UNDERTAKING FOR PROFORMA OF TENDER NOT TAMPERED**

**(To Be Submitted On Letter Head of The Bidder Duly Signed)**

Tender ID: \_\_\_\_\_

Subject: \_\_\_\_\_.

I/We \_\_\_\_\_(Name of Bidder), hereby declare that:

- I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your website\_\_\_\_\_. In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected, and EMD may be forfeited, without prejudice to any other rights or remedies available to SBICAPS and I am/We are liable to be banned from doing business with and/or prosecuted.
- I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre- Bid Conference of the subject tender.

Tenderer's Signature & Seal Date:

Place:

Witness:

Name of witness and signature: