



SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

SIDBI Head Office, SIDBI Tower, 15, Ashok Marg-,Lucknow-226001

TEL:- 0522 4259700

Web: - www.sidbi.in

Tender Identification No. 314/2022/1655/HO1/PREMISES

TENDER DOCUMENT

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

Volume - I

TECHNICAL BID

LAST DATE OF SUBMISSION September 22nd, 2021

UPTO 1500 Hrs

Prepared & Issued By

MEP CONSULTANT



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Issued To: -



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Volume – 1: Technical Bid

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

1. BID CALENDER

| | | |
|-----|--|--|
| 1. | Date of commencement of bidding | 01/09/2021 |
| 2. | Issue of Tender Document | September 01st, 2021 – September 22nd, 2021 between 10.30 a.m. to 5.00 p.m. (Working days only) |
| 3. | Pre-Bid meeting with Bidders (date and time) | 10/09/2021 1500 Hrs |
| 4. | Last date and time for closure of bidding and receipt of Bid Documents | 22/09/2021 1500 Hrs |
| 5. | Date and Time of Technical Bid Opening | 22/09/2021 15:30 Hrs |
| 6. | Tender fees | Nil |
| 7. | Earnest Money Deposit Amount | Rs. 1,60,000/- (Rupees One Lakh Sixty Thousand Only) |
| 8. | Estimated Project cost: | Rs. 1,50,00,000/- (Rupees One Crore Fifty Thousand Only) |
| 9. | Period of completion | 5 months from date of issue of LOI |
| 10. | Place of opening of Bids | Small Industries Development Bank of India (SIDBI), SIDBI Head Office, SIDBI Tower, 15, Ashok Marg, Lucknow-226001 |

Note: -

1. **Technical Bids will be opened in the presence of Bidders who choose to attend as above**
2. **If holiday is declared on any of the dates mentioned above, the next working day and time shall be the date for the same purpose.**

[Signature of Authorized Signatory _____]



Volume – 1: Technical Bid

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

2. TENDER NOTICE

Sealed tenders on “item rate” are invited in a Two bid system from Original Equipment’s Manufacturers (OEM) / Authorized Dealers of Daikin / Carrier / Midea / Hitachi / O-General / Mitsubishi / Bluestar / Voltas / Toshiba / Samsung for HVAC Works including supply, installation, testing and commissioning etc. in SIDBI’s office premises at SIDBI tower, 15, Ashok Marg ,Lucknow-226001

M/s. DUAA DESIGN has been appointed by SIDBI as “HVAC Consultant” for the above -mentioned project.

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

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

For Deputy General Manager,

Premises, LHO

SIDBI,
Lucknow

[Signature of Authorized Signatory _____]



3. INSTRUCTIONS TO TENDERER

1. Sealed tenders on "item rate" are invited in a Two bid_s system from Original Equipment's Manufacturers (OEM) / Authorized Dealers of Daikin / Carrier / Midea / Hitachi / O-General / Mitsubishi / Bluestar / Voltas/ Toshiba / Samsung for HVAC Works including supply, installation, testing and commissioning etc. in SIDBI's office premises at SIDBI Office Tower, 15, Ashok Marg ,Lucknow-226001

VOLUME-1 Technical Bid Containing

1. Tender notice and Instructions to Tenderers,
2. Prequalification criteria,
3. General Conditions of Contract,
4. Technical Specifications,
5. Annexure 1 to 5.
2. Formats for technical and financial bids may be downloaded from SIDBI's website www.sidbi.in as well as Central Public Procurement (CPP) Portal <http://eprocure.gov.in/> .
3. Contractors are advised to attend the pre-bid meeting on the date indicated in the tender notice for seeking any clarifications. Any discrepancies should be brought to the notice of the Bank. Further, it is also advised to furnish the enquiries in advance to enable the Bank to clarify the same.
4. The Tenderer is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Consultant M/s Duaa Design/SIDBI at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform Consultant/SIDBI in writing before the scheduled date of pre - bid meeting. No claim will be allowed in respect of errors in the Contractors tender due to any mistake In the Schedule of Quantities, which should have been but was not rectified in the manner described above.
5. Tenderers are requested to put their firm's endorsement on each page of the tender documents as a token of acceptance.
6. (a) The Contractors are required to quote individual rates for each item excluding GST. (b)All corrections to be initiated.
7. No alterations or additions are to be made by the Tenderers to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of Bank.
8. SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol. MSEs would also be entitled for exemption from payment of earnest money deposit.
9. Earnest money accompanying the tender will be accepted in the form of Crossed Demand Draft on any of the nationalized / Scheduled Bank, drawn in favor of "**SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**" and payable **at Lucknow**.
10. Any tender, which is not accompanied by Earnest Money Deposit, except those exempted, shall be summarily rejected. EMD of unsuccessful tenderers will be refunded without any interest.
11. The contract agreement should not be filled. This agreement requires to be executed between SIDBI and the successful bidder/tenderer after award of the contract to him. Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing many errors are liable to be considered as Non-bona fide at the discretion of SIDBI. Tenderers should note that their tenders should remain open for consideration for a minimum period of 90 days from the date of the opening of tenders.
 - a. **The Technical Bid -Volume 1 duly filled in, signed in all the pages and stamped by the tenderer to be submitted giving the necessary details in a separate sealed Envelope COVER -1 with the EMD super scribing as "Technical Bid & Name of the work".**
 - b. **The Volume -2 -Commercial bid duly filled and signed to be placed in a separate sealed Envelope COVER-2 super scribing as "Price Bid & Name of the work".**
Both the technical and Price bid to be enclosed within another large Envelope and the same may be super scribed as " Tender for HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow" and shall be submitted to The Deputy General Manager, CSRV(Premises) , SIDBI, Lucknow on or before the date specified in the Tender notice.
12. The Sealed Envelopes shall be opened at the specified time in the presence of the tenderers or their authorized representatives if they desire to attend.
13. The Price bid of tenderers whose technical bid is complete and eligible for pre -qualify in all respects only will be opened on the date as may be decided by the competent authority of the Bank.
14. The Bank reserves the right to accept any tender or accept tenders in part or to reject any or all tenders without assigning any reasons thereof and will not be liable to offer any explanation whatsoever.
15. Non -compliance of the above instructions is liable to render the Tender non -bona fide.
16. No conditions should be altered, or new conditions should be put in the tender.

[Signature of Authorized Signatory _____]



Volume – 1: Technical Bid

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office
at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

17. Conditional tenders are liable for rejection.

CVC has appointed Independent External Monitor (IEM) details as below: -

**Shri. Nageshwar Rao Koripalli, IRS (Retd.)
38, The Trails, Manikonda,
R.R. District,
Hyderabad 500089
Mob: 97889 19555 e-mail : knageshwarrao@gmail.com**

For

DGM,
Premises, LHO
SIDBI, Lucknow

[Signature of Authorized Signatory _____]



Volume – 1: Technical Bid

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office
at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

**FORMAT OF COVERING LETTER FOR SUBMISSION OF TENDER
(To be submitted on the letter head of the bidder)**

To,
The Deputy General Manager,
Premises, LHO
SIDBI Tower, 15, Ashok Marg,
Lucknow-226001

Dear Sir,

HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

Having examined the Technical Bid, Volume-1, including the scope of works, time frame and all the terms and conditions of the contract, we hereby submit all the necessary information and relevant documents for considering us for bidding for the above -mentioned work.

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

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

Date:

[Signature of Authorized Signatory _____]



Volume – 1: Technical Bid

HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

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

To
The Deputy General Manager,
Premises, LHO
SIDBI Tower, 15, Ashok Marg,
Lucknow-226001

Sub: HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001,

Dear Sir,

1. Having examined the pre -qualification criteria, drawings, specifications conditions, form of item rate contract, schedule of quantities relating to the above work and having visited and examined the site of the proposed works and having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of the SIDBI.
2. I/We, the undersigned, hereby offer to construct, execute and complete the above work of the HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow.
3. To the satisfaction of SIDBI on item rate tender in strict accordance with the contract conditions and specifications, for the sum mentioned in price bid or such other sum as may be ascertained in accordance with the said conditions.
4. I/We, undertake to complete and deliver the whole of the works within a period as specified in the General Conditions of Contracts. I/We shall be under the obligation to pay the sum as stated in the said Appendix for the period that the works shall remain incomplete as compensation subject to the condition of contract relating to an extension of the time.
5. In the event of the tender being accepted I/We do agree to pay to SIDBI within fourteen days from the date of acceptance of tender, the sum stated in the said Appendix as initial **Security Deposit** by demand draft or furnish a Bank guarantee of an equivalent amount.
6. We note that earnest money shall be merged with the initial Security Deposit after our tender is accepted and is liable to be forfeited at the discretion of SIDBI, in the event of our withdrawing the tender or modifying the tender or in the event of our failure to furnish the initial security deposit. I / We do agree that EMD may be forfeited if tender is withdrawn /modified by me / us.
7. I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Name and Signature with
Date of the Contractor with seal.

[Signature of Authorized Signatory _____]



4. ELIGIBILITY CRITERIA

1. Bidder should have well established own establishment (Enclose Company Registration Certificate) (Bidder Details – **Annexure 1**).
2. Bidder should be OEM (Original Equipment Manufacturer) for HVAC works or authorized dealers of OEM (i.e. Authorized Dealers of Daikin / Carrier / Midea / Hitachi / O-General / Mitsubishi / Bluestar / Voltas / Toshiba / Samsung).
3. Bidder should have at least 5 (five) years' experience in SITC of HVAC works involving VRV/VRF works only for Central/State Govt. Departments/PSUs/Banks/reputed organizations (Self declaration – **Annexure 3**).
4. The Contractors should have satisfactorily executed one VRV based HVAC work for private/government institution costing at least **Rs. 120 lakh**.
OR
Two VRV based HVAC work costing at least **Rs. 90 lakh** each, in last 3 years (ending with the last date for receipt of applications). (Give details in the enclosed format along with Copy of Purchase Orders Annexure -2).
5. The Contractors / Service Provider should have a professional reputation and the quality of works executed by the contractor should be of acceptable standard. The works assigned to them should have been completed within the prescribed time. SIDBI may inspect the works of the Agency to assess quality and other parameters.
6. Comply following related financial turnover and Profit & Loss account for the last three financial years duly certified by Chartered Accountant.
 - a. Total annual financial turnover combined for the last three years (Fy 2017-18, 2018-19 and 2019-20) should not be less than Rs. 765 Lakh.
 - b. Agency to be in profit, at least in one financial year during the last three financial years (Fy 2017-18, 2018-19 and 2019-20).
7. The Bidder should not be currently blacklisted by any institution, Bank in India or abroad (Self Declaration - Annexure -4).
8. The Bidder should accept tender terms & conditions (Annexure-5).
9. Earnest Money Deposit (EMD) of Rs. 1,60,000/- (Rupees One Lakh sixty thousand only) in the form of Demand Draft in favor of "SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA", payable at Lucknow to be submitted in separate envelope in Technical Bid Volume -1.
10. SIDBI reserves the right to cross check the information furnished and may obtain confidential report from their previous clients. SIDBI reserves the right to reject any oral applications at any stage without assigning any reason, thereof.
11. Full time Project Manager / Project Engineer must have 08 plus Years of Experience in installation of VRV Systems about 141HP plus – Experience details must be submitted.
12. Full Time Site Engineer must have 05 plus Years of Experience in installation of VRV Systems about 141HP plus Experience details must be submitted.

It is advised that bidder must read all the points of Eligibility criteria carefully and submit documentary proof as applicable against each point. In the event of non-submission of relevant and satisfactory documentary proof in respect of the above Eligibility criteria by the bidder(s), it shall be construed that the bidder(s) is/ are not eligible as per the criteria.

5. COMMERCIAL AND ADDITIONAL CONDITIONS:

1. The works cover manufacturing, testing as may be necessary before dispatch, delivery at site, all preparatory works of assembling and installation, final testing, commissioning and maintenance of HVAC for 5 years including 1-year guarantee period / DLP for the following works:
2. Name of Work- HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow -226001
3. The work shall be executed as per CPWD Specifications for HVAC works 2017 CPWD General Specifications for Electrical Works Part-I, II & IV as amended up to date, relevant IE Rules, relevant IS and as per directions of Engineer In charge. These additional specifications and conditions are to be read in conjunction with above and in case of variations, specifications given in the additional specifications and conditions shall apply. However, nothing extra shall be paid on account of these as the same are to be read along with the schedule of quantities for the works.
4. The intending tenderers/bidders should only submit their bid if they consider themselves eligible and if they are in possession of all the documents required.
5. Information and Instructions for tenderers/bidders posted on website shall form a part of the bid document.
6. The bid document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of Terms and Conditions of the contract to be complied with and other necessary documents can be seen and downloaded from SIDBI website or <https://eprocure.gov.in/eprocure/app> free of cost.
7. The technical bids of only those tenderers/bidders shall be opened, who have deposited Earnest Money Deposit as specified. And the financial bids of only those tenderers/bidders shall be opened whose technical bids documents are found to be in order.
8. The Tenders are invited under two envelopes system. The first envelope will be named as Technical Envelope & will contain documents of tenderer's/bidder's satisfying the eligibility conditions, copies of tender document fees and EMD, NIT, etc. and the second envelope will be named as Financial Envelope containing Rate Quote Sheet. The

[Signature of Authorized Signatory _____]



bidder shall submit TECHNICAL BID ENVELOPE and FINANCIAL BID ENVELOPE simultaneously. The technical bids will be evaluated first and thereafter financial bids of only the eligible tenderers/bidders shall be opened. These envelopes shall contain one set of the following documents: -

- a. TECHNICAL BID ENVELOPE shall contain the following documents:
 - Copy of Demand Draft of any Nationalized/ Scheduled Bank towards Earnest Money Deposit (EMD).
 - Filled Annexure 1 to Annexure 5.
- b. FINANCIAL BID ENVELOPE shall contain:
 - Rate Quote Sheet (BOQ)
 - Bidders may quote their rates in this envelope.
9. Tenders which do not fulfill any of the above conditions or are incomplete in any respect are liable for summary rejection.
10. SIDBI does not bind itself to accept the lowest tender/bid and the right to reject or accept any or all the tenders/bids, tendered items or schedules received without assigning any reason whatsoever.
11. Canvassing in connection with tenders/bids is strictly prohibited and the tenders/bids submitted by the tenderers/bidders who resort to canvassing will be liable for rejection on that ground alone.
12. Tenders incorporating additional conditions are liable to be rejected.
13. The tenderer(s) must declare in writing that neither he nor any of them is in anyway related to any officer in SIDBI, or any of its constituent units as per the format given in **Annexure – C**
14. Sales tax or any other tax like Labour Cess etc. or duties on materials, freight & transit Insurance in respect of this contract except GST will be payable by the successful tenderer. Nothing extra will be payable for increase in such taxes or duties even if imposed or levied either before or after the tenders are opened or during currency of contract.
15. Before submitting the tender, the tenderer shall examine all specifications, drawings, conditions of contract and inspect the site if necessary. The tender must be balanced in respect of individual items so that the rates quoted shall remain in force even if the quantities deviate (increase or decrease) to any extent before or during the execution of the work. The successful tenderer/bidder shall be paid at their rate quoted.
16. It may be noted that the Technical Bid Envelope which are not found in order as per SIDBI, Lucknow requirements may be summarily rejected.
17. Earnest Money is liable to be forfeited if the successful tenderer/bidder selected for the work fails to sign the formal agreement within 07 days from the date of issue of Letter of Intent to them by the SIDBI.
18. The selected tenderer will be issued a Letter of Intent by the SIDBI and given 07 days mobilization time which shall be counted from the date of issue of the Letter of Intent. Within the mobilization time the tenderer must scrutinize all the working drawings, CPM/PERT/BAR CHART, specifications, etc. and obtain clarifications from the Consultant wherever necessary and submit a revised BAR CHART if required by the SIDBI. During the mobilization time, the tenderer shall also mobilize all their resources including men and materials, obtain the supply of water and electricity necessary for construction, if necessary and sign an Agreement with SIDBI in approved format at site on a non-judicial stamp paper of proper denomination. The date of commencement of work shall be within 7 days from the date of issue of Letter of Intent.

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

6. APPENDIX TO NIT

1. SUMMARY CONDITIONS OF CONTRACT:

| | |
|---|--|
| Defect Liability Period | One year from the date of completion as certified by the Consultant duly approved by SIDBI. |
| Time for Completion: | Five (05) Months |
| Minimum value of work for Interim Certificate: | 30% of the contract Value or at the discretion of the SIDBI but not more than one running bill in 60 days. |
| Earnest Money to be deposited with the Tender: | Rs.1,60,000/- |
| Liquidated damages for non-completion of work in time | 1 percent per week of the total cost of the work awarded subject to a maximum of 10% of gross value of work done or cost of the work awarded whichever is greater. |

[Signature of Authorized Signatory _____]



7. GENERAL CONDITIONS OF CONTRACT

Clause 1. INTERPRETATION

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

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

“Tender” shall mean “Tender for HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001”

“Tender/ Tender Document” shall also mean Bid Document.

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

“SIDBI” shall mean Small Industries Development Bank of India and also may be referred as ‘Employer’, the Bank and/or the Buyer as may be required hereinafter.

“Bidder/ Tenderer / Contractor / Vendor(s)/ Service Provider/ Agency” shall mean Respondent to the Tender Document.

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

“Consultant shall mean M/s Duaa Design or in the event of them ceasing to be consultant, any other firm or persons appointed by the Bank and shall include his/their respective heirs, executors, administrators and assigns.

“Successful Tenderer” shall mean and shall include his/their respective heirs, executors, administrators and assigns.

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

“Act of Insolvency” shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or the Insolvency and Bankruptcy Code (IBC) or any Amending Statute.

“Notice in Writing” or “Written Notice” shall mean a notice or communication in written, typed or printed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and/or through authorized email ID provided by either of the parties and shall be deemed to have received when in the ordinary course of post it would have been delivered.

“Virtual Completion” shall mean that the works carried out are fit for occupation in every respect including removal of scaffolding, plant, surplus material and rubbish and cleaning of dirt from work and site. Words imputing persons include firms and corporation’s words imputing the singular only also include the plural and vice versa where the context so requires.

“Virtual Completion certificate” shall mean that the work/installation is complete in all respects in the opinion of the Bank and for which the completion/clearance certificate has been issued by the Engineer / Consultant and the installation is fit for usage.

“Defects Liability period” shall mean that period of 12 months post issuance of Virtual Completion Certificate during which the Contractor shall make good, at their own cost, and to the satisfaction of the Bank, all defects, shrinkage, settlement or other faults, arising in the opinion of the Bank from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the instructions of Bank. (Further elaboration given in Clause 19 below).

Short headlines are given to each Clause for convenience only and they will not limit the meaning or scope of the Clause in any way.

[Signature of Authorized Signatory _____]



Clause 2. ENGINEER

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

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

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

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

Clause 2 (a). CONSULTANT

The successful tenderer has to work in co-ordination with the Consultant for execution of the works on day to day basis. Consultant shall full responsibility for supervision and proper execution of all works by the contractor who is engaged including control over quantities during the execution to restrict variation, if any, to the minimum. The consultant shall be wholly and solely responsible for the successful completion of the project in all respects consistent with safety and stability from the inception up to the handing over of the entire VRF air conditioning system to the Bank. The consultant shall check the measurement at site in coordination with the Engineer, issue periodical statement for payment and pass and certify amount for payment for the successful tenderer as per clause no. 33.

Clause 3. SCOPE OF THE CONTRACT

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

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

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

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

Clause 4. SCOPE OF WORK

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

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Clause 5. INSPECTION OF SITE

The Tenderer must visit site before giving Tender and must get acquainted with the working conditions. The Tenderer shall examine all specifications, Tender conditions and drawings before Tendering for the works. The Tenderer shall obtain all information relating to local regulations, bye-laws, application of any and all laws relating to his work or profession. No additional claims shall be admissible on this account.

Clause 6. SUCCESSFUL TENDERER TO PROVIDE EVERYTHING NECESSARY

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

The Successful Tenderer shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required for the proper execution and protection of the public and the safety of any adjacent roads, streets, cellars, vaults, eaves, pavement, walls, houses, buildings and all erections, matters or thing, and they shall take down and remove any or all such centering, scaffolding, etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and all things disturbed during the execution of the works to the satisfaction of the Engineer before a **Virtual Completion Certificate** is issued. The Successful Tenderer shall make his own arrangements for laying temporary water and electrical power lines including excavation if necessary, so as not to cause any obstructions along locations approved by the Engineer.

Clause 7. DRAWINGS, DESIGNS ETC.

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

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

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

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

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

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

Successful tenderer shall work out the HEAT LOAD for all the three seasons and shall ensure inside conditions as specified.

Clause 8. SHOP DRAWINGS

The Successful Tenderer at his own cost shall submit to the Engineer four copies of shop drawings related to Air conditioning work etc. for approval.

Clause 9. SCHEDULE OF RATES AND SPECIFICATIONS

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

Clause 10. ERROR IN SCHEDULE OF QUANTITIES, IF ANY

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Should any error appear in the Bill of quantities (BoQ)/ Price bids, other than the Tenderer's prices and calculation, it shall be rectified by the Engineer after informing the Bank. Such variation shall constitute a deviation of the contract and shall be dealt with as herein after provided.

Clause 11. NOMENCLATURE OF ITEM

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

Clause 12. METRIC UNITS

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

Clause 13. CPWD/PWD SPECIFICATIONS AND I. S. CODES

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

Clause 14. ORDER OF PRECEDENCE

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

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

Clause 15. SETTING OUT WORK ETC.

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

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

Clause 16. MATERIALS

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

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

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

a) Storage of Materials

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

Successful Tenderer's store shall be open to inspection by the Engineer at all reasonable hours. Locations of stores and storage yards shall be approved by the Engineer prior to construction or occupation.

Successful Tenderer shall take adequate protection of the materials against fire and other calamities. All watch and ward staff for his work shall be appointed and maintained by the Successful Tenderer at his own expense.

b) Inspection and Testing of Materials

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

Clause 17. FAULTY MATERIALS AND WORK

- (a) The Engineer shall during the progress of the work has power to order in writing from time to time the removal from the work, within such reasonable time or times as may be specified in the order, to any materials and/or Workmanship which in the opinion of the Engineer are not in accordance with the specifications or the instructions of the Engineer. The substitution of proper materials or any workmanship and the removal and proper re-execution

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of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions shall have to be forthwith carried out by the Successful Tenderer at his own cost upon receiving such order. In case of default on the part of the Successful Tenderer to carry out such order the SIDBI shall have the power to employ any other persons to carry out the same and all the expenses consequent thereon or incidental there to shall be borne by the Successful Tenderer and shall be recovered from them by the SIDBI from any money due to or that may become due to the Successful Tenderer or from the amount of retention money.

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

Clause 18. ACCESS

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

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

Clause 19. DEFECT LIABILITY PERIOD AND DEFECTS AFTER COMPLETION

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

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

Clause 20. OPENING OF WORK

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

Clause 21. HEIGHTS

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

Clause 22. SCAFFOLDING, CENTERING & SHUTTERING

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

Clause 23. SITE CLEARANCE AND CLEAN UP

The Successful Tenderer shall, from time to time clear away all debris and excess materials accumulated at the site. After all fixtures, equipment and appliances have been installed and commissioned, they shall clean up the same and remove all plaster, paints, stains, stickers and other foreign matter of discoloration leaving the construction in ready

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to use condition.

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

Clause 24. RATES

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

Tender rates shall not be changed due to changes in wages of labour either.

Clause 25. QUANTITIES

All the quantities given in schedule of quantities are provisional.

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

Clause 26. SECURED ADVANCE

(a) The Successful Tenderer shall not be entitled to be paid for the materials brought to site, which remains unused or unfixed. No advance shall be paid for the work. However, in case of exceptional circumstances SIDBI may consider advance payment as a % of total machinery cost as decided by the management. When in any certificate, of which the Successful Tenderer has received payment the value of material at site has been included, such materials shall become the property of the SIDBI, but the Successful Tenderer shall be liable for any theft/loss or damage to any such material. They shall furnish an indemnity bond in the prescribed form along with their claim for advance against materials brought to site for bonafide use in specific items under the schedule of quantities.

(b) The secured advance so paid shall be adjusted in the running account bills as and when the materials are used subject to wastage.

If the specification or schedule of quantities of the work provided use of any special description of materials to be supplied by the SIDBI or it is required that the Successful Tenderer shall use certain stores to be provided by the SIDBI, such materials and stores and the price to be charged therefore as hereinafter mentioned, being so far as practicable for the inconvenience of the Successful Tenderer but not so as in any way to control the meaning or effect of this contract, the Successful Tenderer may be supplied with such materials and stores as and when required from time to time to be used by him for the purpose of the Contract only, and the value of the full quantity of material and stores supplied at the rates specified in the said schedule appendix memorandum may be set off or deducted from any sum then due or thereafter to become due to the Successful Tenderer under the contract or otherwise, or from the retention money or against the sale proceeds thereof, if the same is held up in Government Securities, the same or sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Successful Tenderer by the SIDBI shall remain absolute property of the SIDBI. The Successful Tenderer shall be fully responsible for their storage and maintenance and shall not on any account remove those from the site of the work. The material shall at all times be open to inspection by the Engineer and/or the SIDBI. At the time of the completion of work or termination of the contract, or even earlier if so required by the SIDBI, the same shall be returned to them. The successful Tenderer shall not be entitled to return any such material unless the same is, in the opinion of the Engineer of the SIDBI in perfectly good condition; and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

(c) No material shall be issued by the department.

Clause 27. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

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

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender including the Earnest Money Deposit. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the "Employer" at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. The initial Security Deposit will not yield any interest & shall be adjusted towards the total security deposit to be held by the Bank. It shall be refunded to the contractor without any interest in fourteen days after the defects liability period and after

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deducting any sum due from the contractor on any account under this contract. Initial security deposit shall be in the form of a Demand Draft. SIDBI may however release the ISD during the course of work, against the Bank guarantee in a suitable format, at its discretion.

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

- a) 10% on the first rupees one lakh of the cost of work
- b) 7.5% on the next rupees one lakh of the cost of work
- c) 5% on the remaining amount of the cost of work

Fifty per cent (50%) of the TSD shall be refunded to the contractor/ service provider/ vendor on completion of the work subject to the following:

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

The balance fifty per cent (50%) of the Security Deposit shall be refunded fourteen days after the conclusion of the defects liability period provided that the contractor has satisfactorily carried out all the works [including site clearance] and attended to all the defects in accordance with the conditions of the contract.

Clause 28. AUTHORITIES, NOTICES AND PATENTS

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

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

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

Clause 29. DEVIATIONS

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

No claim for an extra item shall be allowed unless it shall have been executed under the provisions of Clause 30 or by the authority of the Engineer with the concurrence of the SIDBI as therein mentioned. Any such extra item if herein referred to, as an authorized extra shall be governed by Clause 33. No variation i.e. additions or substitutions shall vitiate the contract.

Clause 30. PRICE FOR DEVIATIONS

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

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

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

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

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

Clause 31. MEASUREMENTS

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

Clause 32. PREPARATION OF RUNNING AND FINAL BILLS

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

Clause 33. CERTIFICATES AND PAYMENTS

- (a) The Engineer may from time to time intimate in writing to the Successful Tenderer that he requires the works to be measured and they shall attend or send qualified agent to assist the Engineer or the Engineer's representative in taking such measurements, and calculations and to furnish all particulars or to give all assistance required by the Engineer. Should they not attend or neglect or omit to send such agent then the measurement taken by the Engineer or approved by him shall be taken to be correct measurements of the work unless objected to within one month of their being recorded in the measurement book or books. Such measurements shall be taken in accordance with the mode of measurements mentioned in the specifications.

- (b) The Successful Tenderer or his agents may at the time of measurement take such notes of measurements as they may require.

The Engineer or his authorized representative will issue on the basis of necessary measurement interim valuation certificates to the Successful Tenderer in respect of items of work, rates for which exist in the priced schedule of quantities or have been subsequently agreed upon between the parties and shall send the measurement books and the valuation certificates to the SIDBI. The Successful Tenderer shall be entitled under these certificates of the Engineer to payments, within 15 days from the date of each certificate, unless objected as provided in sub-clauses (a) & (b) at the rate of maximum 90% of the value of work so executed and the balance being retained towards retention money. The engineer shall issue such certificates within fifteen days of notice from the Successful Tenderer provided measurements have been taken and the value of the work done since last payment exceeds the amount stated in the appendix and not more than one certificate is required in a fortnight, provided always that the issue by the Engineer of any certificate during the progress of the work or after their completion shall not have any effect as a certificate of satisfaction or relieve the Successful Tenderer from his liability under Clause 16 and 17. Provided all defects are removed and the retention money is not forfeited or has not become liable to be forfeited under this contract, 50% of the amount under retention money shall be refunded without interest within three months of the date of virtual completion of the works and the balance after the defect liability period is over or the final bill is passed for payment whichever is later.

- (c) All intermediate payments shall be recorded as payments by way of advance against the final payment only and not as payment for work actually done and completed. The final bill shall be submitted by the Successful Tenderer within 3 months of the date fixed for completion of the work. The measurement of the work taken by the Engineer or his representatives after one week's notice to the Successful Tenderer shall be final and binding on him unless objected to within one month of their being recorded in the measurement books.

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- (d) The SIDBI may in consultation with the Engineer, but absolutely at his discretion, make an advance payment on account, which will be merged in the next intermediate payment, based on measurements.
- (e) Advance for materials brought to site: The Successful Tenderer shall execute a bond in favor of the SIDBI in the prescribed format attached hereto for each advance or intermediate payment received by him. If the Successful Tenderer commits any default in the terms of the said bond and he fails to pay the bond amount, the SIDBI shall have the power to:
- (i) Seize and utilize the said materials or any part thereof for the completion of the works.
 - (ii) Remove and sell by public auction the materials seized or any part thereof, and out of the proceeds of the sale, retain all sums repayable to the SIDBI together with interest thereon at the rate prescribed by Govt. of India from time to time for capital outlays.
 - (iii) Deduct all or any part of moneys owing from out of the retention money or any other sum or sums due to the Successful Tenderer under this agreement.
- (f) The Successful Tenderer agrees that before final payment shall be made on the contract, he will sign and deliver to the SIDBI either in the measurement books or otherwise as required, a valid release and discharge certificate from any and all claims and demands whatever from the SIDBI for all matters arising out of or connected with the contract.

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

- (a) All the construction works shall progress strictly as per the enclosed CPM/PERT/BAR CHART. If, however, the Successful Tenderer desires some minor modifications in the same he may apply to the SIDBI within mobilization time and before execution of the agreement indicating the reasons for which changes are required. The SIDBI may after scrutiny, agree to the modifications suggested if the reasons cited by the successful Tenderer are considered valid. The decision of the SIDBI in this respect will be final and binding. The modifications, if any, are to be incorporated in the CPM/PERT/BAR CHART and this will form a part of the agreement.

The starting time specified for carrying out of the work as entered in the CPM/PERT/BAR CHART shall be reckoned from the date of issue of the Letter of Intent. The date of completion or such date as is duly extended under Clause 35 shall be strictly observed by the Successful Tenderer. The work shall, throughout the stipulated period of the contract, be proceeded with all diligence (Time being deemed to be the essence of this Contract) by the successful Tenderer strictly according to the CPM/PERT/BAR CHART which is a part of this agreement.

- (b) At any stage during the execution of the work if the work lags behind the target indicated in the CPM/PERT/BAR CHART for reasons directly attributable to the Successful Tenderer, he shall be liable to pay as agreed liquidated damages equivalent to 1 percent of the total cost of work awarded every week for the period the work lags behind the CPM/PERT/BAR CHART subject to a maximum of 10% of the total value of work, awarded or gross value of work done, whichever is greater.
- (c) In the event of Successful Tenderer's inability to complete the construction work by the scheduled date of completion, the SIDBI shall have the right to terminate the contract as per Clause 37 or allow the successful Tenderer to continue and complete the work within specific date. In the latter case, during the period of continuation, the successful Tenderer shall pay as agreed liquidated damage equivalent to 1 per cent of the total cost of work awarded for every week that the work remains unfinished subject to a maximum of 10% of the total value of work awarded or gross value of work done, whichever is greater.

Clause 35. EXTENSION OF TIME

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

- (a) by reason of any exceptionally inclement weather like Cyclone, severe flood etc., normal monsoon shall not be considered a valid reason for extension of time,
- (b) by reason of proceedings taken or threatened by, or legal disputes with adjoining or neighboring owners,
- (c) due to delay in the work of other agencies or tradesman engaged or nominated by the SIDBI: if such delay is directly responsible for delay in execution of this work,
- (d) by reason of any general strike or lockout affecting the building made, strike or any kind of labour trouble in successful Tenderer's own organization shall not be a valid reason for extension,
- (e) in the event of delay in execution of work wholly attributable to delay in supply of drawings by the consultant or SIDBI in spite of request from the successful Tenderer well in advance, he shall apply in writing to the Engineer within seven days of the date of the hindrance on account of which he desires such extensions as aforesaid and

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the engineer, with the consent of the SIDBI may if reasonable ground be shown therefore allow such extension of time, if any, be necessary or proper,

(f) in case of the total value of the work exceeds the total value of the Tender owing to deviation in quantities or extra items, the successful Tenderer will be entitled to ask for extension of time in proportion to the increased value of work. Increase in value of work due to escalation shall not be a valid reason for extension of time.

(g) No extension of time shall be given to the successful Tenderer for non-supply or delay in supply of equipments and/or other materials. The successful Tenderer hereby agrees that extension of time requested by him and granted by the SIDBI shall be treated as an extension of time allowed to them without any claim for compensation or damages for any reasons whatsoever including those for which the extension is granted. If an extension of time is granted by the SIDBI for reasons of delay not attributable to the successful Tenderer as indicated above then the escalation clause will remain in force and the successful Tenderer will be entitled to receive extra payments for variation in prices and wages subject to the ceiling limit of 20% of the total value of work as indicated in Clause 30.

However, the SIDBI in the interest of work is, allows any extension of time for reasons of delay directly attributable to the successful Tenderer, the escalation clause will not remain in force during such extended period.

Clause 36. SUSPENSION OF WORK BY THE SUCCESSFUL TENDERER

If the successful Tenderer suspends the works without obtaining extension of time or in the opinion of the Engineer neglects or fails to proceed with due diligence in executing his part of the contract or if he makes default more than once in the manner mentioned in Clause 19 above, the SIDBI or the Engineer shall have power to give notice in writing to the successful Tenderer requiring that the works be proceeded with reasonable speed and output must be commensurate with the CPM/PERT/BAR CHART. Such notice shall specify the act of default on the part of the successful Tenderer. After such notice, the Successful Tenderer shall not be at liberty to remove from the site of work or from any ground continuous thereto any plant or materials belonging to him which had been placed thereon for the purpose of the work, and the SIDBI shall have a lien upon all such plants and materials to subsist from the date of such notice being given, until the notice have been complied with. Provided always that such lien shall not under any circumstances subsist after the expiration of thirty-one days from the date of such notice being given, unless the SIDBI has entered upon and taken possession of the works and site and of all such plants and materials until the works have been completed under the power hereinafter conferred upon it. If the SIDBI exercises the above power, it may engage any other agency to complete the works or finish the works departmentally and exclude the successful Tenderer, his agents and servants from entry upon or access to the same except that the successful Tenderer or any one person appointed in writing by him and accepted by the SIDBI may have access at all reasonable times during the progress of works to inspect, survey and measure the works. Such written appointments marked with SIDBI's consent or a copy thereof shall be delivered to the Engineer before the person so appointed comes to the works. The SIDBI shall take such steps as, in the opinion of the Engineer may be reasonable and necessary for completing the works without undue delay & expense, using for that purpose the plants and materials above mentioned, in so far as they are suitable and adopted to such use. Upon the completion of the works the Engineer shall certify the amount of expenses properly incurred, consequent on the incidental to the default of the successful Tenderer as aforesaid, in completing the works by other persons. Should the amount so certified as the expenses properly incurred, including SIDBI's overhead if the works were carried out departmentally, be less than the amount which would have been due to the Successful Tenderer upon the completion of the works by him, the difference shall be paid to the Successful Tenderer by the SIDBI. Should the amount of the former exceed the later, the difference shall be paid by the Successful Tenderer to the SIDBI. The SIDBI shall not be liable to make any further payment or compensation to the Successful Tenderer for or on account of the proper use of the plants for the completion of the works under provisions hereinbefore contained other than such payment as is included in the contract price. After the works have been so completed by persons other than the successful Tenderer under the provisions hereinafter contained, the SIDBI shall give notice to the Successful Tenderer of such completion and may require him from time to time, before and after such completion, to remove his plants and likewise all such materials as aforesaid as may not have been used in the completion of the works, from the site. If such plants and materials are not removed within such reasonable time, the SIDBI may remove and sell the same, holding the proceeds, less the cost of the removal and sell, to the credit of the successful Tenderer. The SIDBI shall not be responsible for any loss sustained by the successful Tenderer from the sale of plants in the event of the successful Tenderer not removing it after notice, or for any damage thereto or deterioration thereof in any event.

Clause 37. DETERMINATION OF CONTRACT BY THE SIDBI

If the successful Tenderer goes into liquidation, whether voluntary or compulsory or shall make an assignment or a composition for the benefit of the greater part, or shall enter into a Deed of Agreement with its creditors or if the Receiver of the Successful Tenderer shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SIDBI that he is liable to carry out and fulfil the contract and if so required by the SIDBI to give reasonable security therefore or if the successful Tenderer shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors or the Successful Tenderer or shall assign, charge or encumber this charge or encumber this contract there under or shall neglect or shall fail to proceed to perform all or any of the act, matters or things by the contract, to be observed and performed by the successful Tenderer for three clear days after written notice shall have been given the successful Tenderer in manner, matter hereinafter mentioned, requiring the successful Tenderer to observer perform the same

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or shall use improper material or workmanship in carrying on the works or shall in the opinion of the Engineer not exercised such due progress as stipulated in the enclosed CPM/PERT/BAR CHART forming part of this contract which would enable the works to be completed within the time agreed upon or shall abandon the contract, then, and in any of said cases, the SIDBI may notwithstanding any previous waiver, determine the contract by a notice in writing in which case the retention money (including the earnest money and the initial security deposit) and whether paid in one sum or deducted by installment shall stand forfeited and be absolutely at the disposal of the SIDBI. The Successful Tenderer shall have no claim or compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made advances on account of or with a view to the execution of the work or the performance of the contract. The successful Tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract unless and until the Engineer will have certified in writing the performance of such work and the value of work payable in respect thereof and the successful Tenderer shall only be entitled to be paid the value so certified. The certificate of the Engineer shall be based on measurements taken by him or under his supervision and with due notice to the Successful Tenderer and on rates in the priced schedule or as subsequently communicated by the Engineer with the approval of the SIDBI, under this agreement except for arithmetical errors, shall be final and conclusive. The Successful Tenderer must remove his plant, materials, scaffolding etc. from the site within 10 days (ten days) of the receipt of the notice from the SIDBI after which they will vest in the SIDBI who may, dispose them off as per Clause 36 by sale or auction on account of and at the risk of the successful Tenderer who will have no claim for loss or compensation on this account.

Clause 38. TERMINATION OF CONTRACT BY SUCCESSFUL TENDERER

If payment of the amount payable by the SIDBI under the certificate of interim payment issued by the Engineer in accordance with clause 33 shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount shall have been given by the Successful Tenderer to the SIDBI in manner hereinafter mentioned or if works be stopped for six months under the order of the SIDBI for any reason not connected with any default on the part of the Successful Tenderer or by any injunction or other order of any court of law made for any reasons not connected with any such default on the part of the successful Tenderer then and in any of the said cases the successful Tenderer shall be at liberty to terminate the contract by notice in writing to the SIDBI and he shall be entitled to recover from the SIDBI payment for all works executed and for useful materials (but not plants) purchased for the purpose of the contract and is brought to the site. In arriving at the amount of such payment, the net rates contained in the successful Tenderer's Tender shall be followed, or where the same may not apply, rates proportional to the prices therein contained. Rates for materials may be determined by the Engineer on actual vouchers produced by the successful Tenderer and/or prevailing market rates at the discretion of the Engineer. The Successful Tenderer shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and the successful Tenderer shall only be entitled, to be paid the value so certified. The certificate of the Engineer shall be based on measurements taken by him or under his supervision after due notice to the successful Tenderer and shall be final and conclusive except for arithmetical errors. The successful Tenderer must remove his plant, materials, scaffolding etc. from the site within ten days or such time as may be extended by the SIDBI in writing, from the receipt of the notice from the SIDBI after which they will vest in the SIDBI who may dispose them off as per Clause 36 by sale or auction on account of and at the risk of the successful Tenderer who will have no claim for loss or compensation on this account.

Clause 39. ARBITRATION

1. Except where otherwise provided for in the contract, all questions and disputes / difference of any kind whatsoever which shall any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the work or the execution of maintenance thereof of this contract or construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation there to, whether during or after determination foreclosure or breach of the contract relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.

2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Chief General Manager, APV, SIDBI. The venue of Arbitration shall be Lucknow, India. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction. 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 as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date the issued notice to both the parties fixing the date of the first hearing. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may

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be fixed by the Arbitrator in his sole discretion. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid equally (half each) by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct as to by whom and in what manner, such costs or any part thereof shall be paid. The award of the Arbitrator shall be final and binding on both the parties. Subject to aforesaid the provisions of the Arbitration Act 1992 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

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

3. Indian laws shall govern this contract.

4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Lucknow.

Clause 40. COMPENSATION

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

Clause 41. WORK ON HOLIDAYS

Successful Tenderer shall not carry out work on any National Holidays. However, work shall be carried out on Bank's weekly Holidays i.e. Saturday, Sunday and other holidays with the prior approval of the employer. The contract period will be inclusive of such holidays.

Clause 42. WORK SUPERVISOR AND FOREMAN

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

Clause 43. DISMISSAL OF WORKMEN ETC.

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

Clause 44. ASSIGNMENT OR SUBLETTING OR BRIBES

- (a) This contract shall not be assigned or sublet without the written approval of the SIDBI. If the Successful Tenderer shall assign or sublet this contract, or attempts to do so or become insolvent or commence insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, pre-requisite award, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Successful Tenderer, any of his servants or agents to any officer of the SIDBI or to persons who shall become in any way directly or indirectly interested in the Contract, the SIDBI may thereupon by notice in writing rescind the contract and the retention money of the Successful Tenderer shall thereupon stand forfeited and be absolutely at the disposal of the SIDBI, and the same consequences shall ensue as if the contract had been rescinded under Clause 37 thereof and (in addition) the Successful Tenderer shall not be entitled to recover or to be paid for any work therefore actually performed under the contract.
- (b) The whole of the works including the contract shall be executed by the Successful Tenderer and he/they shall not directly or indirectly transfer or assign or underlet the contract or any part, share or interest therein nor shall he take a new partner without the written consent of the SIDBI and no subletting shall relieve the Successful Tenderer from the full and entire responsibility of the contract or from active superintendence of the works during the progress.

Clause 45. OTHER PERSONS ENGAGED BY SIDBI

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

Clause 46. OTHER AGENCIES AND PROVISIONAL SUMS

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

Clause 47. LABOUR WAGES AND REGULATIONS

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

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

Clause 48. INSURANCE FOR DAMAGE TO PERSONS AND PROPERTY

- (a) The Successful Tenderer shall be responsible for all injury to persons, animals or things and for all damages to property, structural and decorative, whether such injury or damage arise from carelessness or accident or in any way connected therewith. This clause shall be held to include, interalia, any damage due to causes as aforesaid to buildings (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by the inclemency of weather. The Successful Tenderer indemnifies the SIDBI and holds him harmless in respect of all expenses arising from such injury or damage to persons or property aforesaid and also in respect of any claim made in respect of injury or damages consequent upon such claim.
- (b) The successful Tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property or third parties.
- (c) The Successful Tenderer also indemnifies the SIDBI against all claim which may be made upon the SIDBI during the currency of this contract by any employee or representative of an Employee of the agency, or any sub-agency, employed by him, for any injury to or loss of life or such employees, or for compensation payable under any law for the time being in force to any workman or to the representative of any deceased or incapacitated workmen.
- (d) The Successful Tenderer also indemnifies the SIDBI in respect of any costs, charges and/or expenses, including legal costs as between Solicitor and client, occurring out of any award of compensation and/or damages consequent upon such claims.
- (e) The SIDBI shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses arising or ascertaining from or in respect of any such claim and/or damages as aforesaid from any sum, or sums due to, or become due to the Successful Tenderer.
- (f) The contractor shall, at his own expense insure the works , effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the "Employer", for the 125 % of the full amount of the contract .The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the "Employer" and the Contractor (the name of the former being placed first in the policy.) with "Employer" as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the "Employer" within 7days from the date of issuing the work order or before commencement of work whichever is earlier.

Clause 49. NOTICE

Notice for the SIDBI, the Engineer or the Successful Tenderer may be served personally or sent by registered post

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addressed to the office of the SIDBI or the last known place of business of the Engineer and the Successful Tenderer or in the case of the successful Tenderer also be being left on the works and/or through authorised email ID. Any notice sent by registered post/ authorised email ID shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

Clause 50. APPOINTMENT OF APPRENTICES AS PER APPRENTICES ACT

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

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

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

Clause 51. ADOPTION OF INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORING

As per the directives of the Central Vigilance Commission(CVC), the SIDBI is bound to Implement a concept called Integrity Pact(IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors/ bidders(i.e. Contractors) and the buyer(i.e. SIDBI) committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. The IP envisages a panel of Independent External Monitors, who would review independently and objectively, whether and to what extent parties have complied with their obligations under IP.

The Salient feature of the Pact is given as under:

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- a. Enabling the BUYER to obtain the desired quality of work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- b. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties also agree as follows:

Commitments of the BUYER

- 1.The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 3.All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 4.In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and during such a period shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 1. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following : -

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- a. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - c. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - d. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - e. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER , or has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - f. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - g. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - h. the BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - i. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - j. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - k. if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm , the same shall be disclosed by the BIDDER at the time of filling of tender.
2. The term 'relative' for this purpose would be as defined in Section 2, (77) of the Companies Act, 2013.
 3. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit initial/total Security Deposit, with the BUYER through any of the following instrument.

- i) Bank Draft on a Pay Order in favor of SIDBI, payable at Lucknow.
- ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii) Any other mode or through any other instrument (to be specified in the RFP)
- iv) The Earnest Money [to be paid in the form of Bank Draft only] /Security Deposit shall be valid till the date of bid

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validity as mentioned in the RfP.

- v) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- vi) No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with another BIDDER(s) would continue
- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

- a) The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- b) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- c) The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- d) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e) As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority

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designated by the BUYER

- f) The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- g) The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings
- h) The Monitor will submit a written report to the designated Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- b. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- c. All the contractors applying for this tender shall be governed by the abovementioned provision of the Integrity Pact.

For & on behalf of
SIDBI with seal

For & on behalf of
Contractor with seal

[Signature of Authorized Signatory _____]



Clause 52. Confidentiality

- (i) Information provided under these Tender document, Agreement and other documents (if the Tenderer is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.
- (ii) "Confidential Information" means all information that is or has been received by the "Receiving Party "from the "Disclosing Party "and that:
 - a. Relates to the Disclosing Party; and
 - b. Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - c. Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - d. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Tenderer.
 - e. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
 - f. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
 - g. Nothing contained in this clause shall limit the Tenderer from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Tenderer shall at no point use the Bank's confidential information or Intellectual property.
- (iii) The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and documents and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
- (iv) The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- (v) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party and
 - a. not disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
 - b. unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- (vi) In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
 - b. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party
 - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers and agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind

[Signature of Authorized Signatory _____]



each of its directors, partners, advisers and agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document.

- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- e. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
 - ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
 - iii. to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - iv. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
 - v. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this Clause have been fully complied with.
 - vi. The rights in and to the data/ information residing at the Bank's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with the Bank.
- f. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
 - i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
 - ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
 - iii. Is furnished by others to the receiving party without restriction of disclosure;
 - iv. Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
 - v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure
 - vi. Was independently developed by the receiving party without the help of the Confidential Information.
 - vii. On termination of the RFP and subsequent Agreement and documents, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers or the Bank employees personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- viii. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.
- ix. Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive even after the expiry or termination of the agreement between the Tenderer and the Bank.

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- X. The Bank shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing Tenderer's reference, except when the information is required for submission to statutory / regulatory authorities.

8. TECHNICAL SPECIFICATION AND CONDITION (AIR CONDITIONING)

A. GENERAL:

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

B. SCOPE OF WORK:

The scope comprises supply, installation, testing and commissioning of air-conditioning by VRV/ VRF AC system and ventilation with Energy Recovery system. The system shall be flexible to operate under extremely low load that is below 30% and heat sink design and all management system ensure that the system function non-stop till 50deg C. The system must operate from 15 Deg C to 50 Deg C in summer and from -5 Deg C to 24 Deg C in winter. IPLV shall be 6 or above. The system shall operate from 320 V to 460 V. At a higher Ambient i.e. 40 Deg C or above. Thereby the operation of indoor & outdoor units is minimized. The Inverter based Scroll/Rotary Compressors/Digital Scroll/Rotary compressor which has higher EER is employed in the VRV/VRF systems ensures trouble free operation. Proper drain for each unit shall be worked out without major additional to the building. Proposed AC system will be microprocessor controlled inclusive of safety factor & gadgets. All Inverter Top Discharge Type VRF Systems with hermetically sealed Scroll/Rotary DC Inverter Compressors. ODU's must compulsorily have a noise level of less than 70 dB (A), the system should have innovative refrigerant cooled heat sink to maintain the drive within the suitable temperature range when system is working under high Ambient. The contractor shall be responsible for any leakage/ seepage due to poor installation of HVAC drain till the guarantee period. Drain point to be tested for 48 hours after blocking one end. Drain piping will be plugged at both ends by appropriate method after completing the drain test to avoid chocking due to foreign material.

C. PRICE:

The quoted price shall include supply, installation, testing, commissioning & handing over of the equipment's at above site.

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

D. SCHEDULE & MANNER OF OPERATION

The work shall be completed within the period of 05 months. Time being essence of this contract, the contractor shall make available all labour and material in adequate quantities and when required, expedite and schedule the work as required and also manage the operation in such a manner that the work will be completed within the stipulated time as per the contract.

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

Phase – 1: Preparation of shop drawing, submission and approval, ordering of materials, procurement of drain pipe, copper pipe, communication cable etc.

Phase—2: Copper piping, drain piping, communication cabling, base plate fixing and testing of copper pipe and drain pipe.

Phase – 3: Outdoor installation, IDU installation, pipe and electrical connection, and flushing.

Phase – 4: Leak testing vacuuming, gas charging, testing and commissioning and handing over of complete system to department.

E. PERFORMANCE BOND CONTRACT:

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

F. DRAWING / DESIGN APPROVAL:

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

The list of shop drawings shall be as follows:

- a. Detail plans for complete area.
- b. Refrigerant piping routes with sections.
- c. Condenser / Evaporative unit location along with the location of MCB.
- d. Electrical panel and control scheme.
- e. Mounting stand & foundation details. (to be designed by structural engineer employed by the contractor and approved by owner).
- f. Any other detailed drawing required for the system.
- g. Drain piping layout with section.
- h. Control cabling detail along with sizes.

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- i. Power cable sizes and earthing wire sizes.
- j. Cu pipe support details.
- k. Drain line clamp details.

G. GUARANTEE:

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

H. INSPECTION:

Routine performance testing of equipment shall be carried out at works in the presence of the Engineer in charge / representatives.

I. SUPERVISION

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

J. SECURITY

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

K. TEST

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

L. MAINTANENCE

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

M. CIVIL WORK

Chasing, cutting and semi-finishing with chicken wire mesh of the brick work or floor for laying the drain pipe and copper pipe to be in contractor scope.

N. TECHNICAL SPECIFICATION

SECTION - I
DESIGN DATA

NOTES FOR DESIGN CONSIDERATIONS:

| | | |
|-----|---|-------------------------|
| 1 | Inside Design condition (Temperature & RH to be maintained) | 24 ± 2, RH - around 60% |
| 2.0 | Outside Design Conditions as per ISHRAE | |
| 2.1 | Summer: | |
| | DB - deg F | 109 |
| | WB - deg F | 79 |
| 2.2 | Monsoon: | |
| | DB - deg F | 94 |
| | WB - deg F | 83 |
| 2.3 | Winter: | |
| | DB - deg F | 48 |
| | WB - deg F | 43 |
| 3.1 | Daily Range - Deg F | 30 |
| 3.2 | Altitude - m | 111 |
| 3.3 | Latitude - Deg N | 26.84 |

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Volume – 1: Technical Bid

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

| | | |
|------|--|--|
| 4.1 | Occupancy | |
| 4.2 | Sensible load / person | 245BTU/HR./person |
| 4.3 | Latent Heat / person | 205 BTU/HR / person |
| 5.0 | Outdoor Air | ASHRAE 62.1 |
| 5.1 | Office & Training Room | 5 cfm per person + 0.06 cfm per sft. |
| 5.2 | Canteen | 7.5 cfm per person + 0.18 cfm per sft. |
| 6.0 | Lighting Load | 0.7 Watts per Sqft. |
| 7.0 | Appliances Load | 100 Watts per person |
| 8.0 | Type of glazing – single / double. | Double glazing |
| 9.0 | Properties of glass. Solar heat gain co-efficient, U-Factor | U'factor : Not exceeding 2.80 w/m2k Shading Co-efficient : Around 0.41 Transmission - % m :38 Reflection- %12, Relative heat gain : 290 w/m2 |
| 10.0 | Total glass/glazing area on all the exposed areas. | As per Architectural Drawing |
| 11.0 | Toilet Exhaust requirement | The conditioned air will be drawn from louvers in the door |
| 12.0 | Floor-to-Floor height - m | 3.15 |
| 13.0 | Height to false ceiling - m | 2.55 |
| 14.0 | Under deck Insulation | No insulation at present |

Equipment Selection Criteria:

- a. As per design conditions the apparatus dew point should be 54°F.
- b. the quantity of indoor units and outdoor units is fixed as provided space at site.

The vendor must check heat loads and accordingly select Indoor & Outdoor equipment's. The vendor shall be fully responsible to achieve the inside conditions as per design data.

- **TECHNOLOGY DESCRIPTION**
DC INVERTER TECHNOLOGY

Inverters are used to vary the speed of motors and in this way, can be used to control the capacity of a compressor. For refrigeration use, they can be an effective method of accurately matching compressor capacity to load requirement. A way of reducing compressor output is needed in almost every application. Without the means to run efficiently at low capacity, compressor cycling by switching on/off is most commonly used. This method introduces large fluctuations and high-power consumption due to heavily loaded heat exchangers. Multiple compressor solutions overcome this problem to some extent and stepping by means of cylinder unloading is used with piston compressors.

- **Effect of the Inverter on Performance and Power Input**

The capacity can be calculated as being in direct proportion to the speed. A compressor is designed to have optimum pumping efficiency at its nominal speed, usually 1450 rpm. When operating at speeds other than the nominal the efficiency will change because of the behavior of the valve reeds and the change in pressure drop through the valve plate. However, as these tend to balance out, the change in volumetric efficiency is small.

- **Power Measurement and Cable Sizing**

The inverter can cause distortion of the sinusoidal current waveform, and between the inverter and the motor there is a stepped current approximating to a sine wave. High quality inverters will introduce minimum distortion and power losses. Power can be measured using the two-wattmeter method on the input to the inverter.

Currents can exceed the amounts calculated from this power. Cables, fuses and contactors will need to be sized for the true RMS current flowing through them. General rules for this are:

Cable from motor to inverter - size for 10% more current than standard. Cable from inverter to mains - size for 20% more current than standard.

- **Start Contactor Positioning**

The inverter should not be allowed to operate with the output from the inverter to the motor open circuit. There should be a contactor each side of the inverter, i.e. between the inverter and the mains and between the inverter and the

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compressor motor. They should be interlocked to break the mains side first. When switching on, the motor side contactor should be made first. When using an inverter bypass, care should be taken to ensure there can be no voltage feedback to the inverter. Therefore, when the bypass contactor is closed, and the bypass is in operation, the contactors on either side of the inverter must be open.

• **Starting and Ramp Up**

An inverter is capable of delivering a soft start, but at the same time care must be taken to ensure that stalling does not occur. The inverter must be able to deliver sufficient power at the lower frequencies to ensure that the compressor accelerates to nominal speed in approximately 3 seconds or less. Only general guidance can be given here because the exact torque requirements will depend on system pressures at the time of start up. Longer ramp up times could result in inadequate lubrication. It may be necessary to set the inverter to deliver a slightly increased. Voltage at the low frequency applicable during ramp up, but this should not result in deviation from the V/f rule during normal operation.

• **Electrical Screening and Voltage Rise**

Wiring of the electrical enclosure and the installation must be carefully conducted in accordance with EMC recommendations. High quality, high reliable pressure sensors must be used, and it is necessary to follow EMC measures to ensure that the inverter does not disturb the signals from pressure transducers. Suction and high-pressure sensors signals must be noise-free to the controller input. The inverter itself should be fitted with suitable EMC filters. Because the waveform generated by the inverter is built up from pulses, there is a danger that the rate of voltage rise on an individual pulse can be too fast. Generally, this is measured in kV per microsecond, and limits at the motor terminals which should be adhered to during the first microsecond.

• **Vibration**

A compressor running at fixed speed imposes vibrations on its associated framework at a set group of frequencies. The framework can of course be designed such that its natural frequencies differ from the imposed frequencies. A compressor driven at variable speed will impose different frequencies at each speed, so the framework design to eliminate vibration throughout the speed range is more complex. The framework structure should be stiff enough such that its resonant frequencies are above the maximum frequency, i.e. 60 or 65 Hz. Designing with natural frequencies below the minimum speed 20 or 25 Hz, could lead to vibration problems during start up. Spring mounts should not be used as they have a natural frequency below 65 Hz.

• **Internally Compounded Compressors**

The operation of internally compounded compressors at variable speed may require the selection of a different liquid injection inter stage cooling expansion valve.

A) OUTDOOR UNIT WITH HEAT PUMP

- a. The outdoor shall be factory assembled weatherproof casing constructed from heavy gauge MS panels and coated with baked enamel finish. The unit should be completely factory wired tested with all necessary control.
- b. The condensing unit shall be capable of assessing the requirement of liquid refrigerant flow of each evaporating unit at all time by means of a microcomputer control expansion valve and generating the required total flow of refrigerant liquid for supply to the evaporator unit
- c. All ODU shall have minimum 2 Scroll/Rotary Compressors and be able to operate even in case one of the compressors is out of order.
- d. It should also be provided with duty cycling for multiple Inverter/Digital Compressor switching starting sequence of multiple ODU.
- e. The ODU shall be modular in design and should be allowed for side by side installation the unit shall be provided with its microprocessor control panel. The ODU unit should have anti- corrosive point free steel plate for easy mounting of the unit. The unit shall be manufactured/ assembled in India as per Indian atmospheric conditions and should be capable of performing for outdoor temperature of 55-degree c
- f. The ODU should be filled with low noise, aero-spiral design fan with grill for spiral discharge airflow to reduce pressure loss and should be fitted with DC Fan Motor to better efficiency. The unit should also be capable to deliver of adequate external static pressure.
- g. The condensing unit shall be designed to operate safely when connected to multiple indoor high-wall units and Cassette unit.
- h. Noise level shall not be more than 70 dB (A) at normal operation measured horizontally 1 M away and above ground.

B) COMPRESSOR:

- 1. The compressor shall be Highly Efficient Hermetic Scroll/Rotary type and capable of Inverter Control. It shall change the speed in accordance to the variation in cooling load requirement or the refrigerant volume through loading or unloading.
- 2. All outdoor units shall have multiple steps of capacity control to meet load on fluctuation and indoor unit should have individual control. All parts of compressor shall be sufficiently lubricated stock. Forced lubrication may also be employed.

[Signature of Authorized Signatory _____]



C) HEAT EXCHANGER

1. The heat exchanger shall be constructed with copper tubes mechanically bonded to Aluminum fins.
2. The Aluminum fins shall be treated with anti-corrosion resin film. (suitable chemical coating)
3. Weather proof in closer for critical component.
4. The unit shall be provided with necessary number of direct driven low noise level propeller type fan arranged for horizontal discharge. Each fan have safety guard.
5. All necessary safety devices shall be provided to ensure safe operation of the system.

D) REFERIGERENT CIRCUIT

1. The refrigerant circuit shall have liquid and gas shut off valve or a solenoid valve at condenser end.
2. All necessary safety devices shall be provided to ensure the safety operation of the system.

E) SAFETY DEVICES

Following safety devices shall be part of ODU:

- a. Fuse
- b. Single Phase preventer
- c. Oil swap for oil balance
- d. Oil return cycle
- e. Over load protection for fan driving
- f. Over load protection for compressor
- g. Refrigerant cooled heat sink for drive

F) ANTI CORROSION TREATMENT

1. The portions of machines like side panel, outer panel, bottom frame, which are exposed to corrosive atmosphere, should be alloyed hot-dip zinc coated steel plate, coated with corrosion protection powder polyester resin coating on both inner and outer surfaces in thickness of 64microns or more.
2. Finned coil protection net should have coating of resin coating containing ultraviolet ray absorbent. Fan and its fan protective net should be with weather resistant polypropylene resin.
3. The copper pipe-Aluminum fan shall be with special acrylic resin coated. And internal supports, frame, control box shall also be hot-dip zinc coated steel plate and with rust preventive powder coating of 64 microns or more on inner and outer surface.
4. All screws, bolts used in outdoor unit shall be with Zinc-Nickel alloy plating, zinc chrome acid film treatment and rust inhibitor coating.

G) OIL RECOVERY SYSTEM:

Unit shall be equipped with an oil recovery system to ensure stable operation with long refrigeration piping length. High efficiency oil separator shall be fitted to the discharge side of the compressor together with factory filled oil equalization system.

• **INDOOR UNIT**

A) GENERAL

The selection deals with supply installation testing commissioning of various types of indoor units conforming to general specifications. Each indoor unit has Electronic Expansion Valve which senses the temperature based on variation of the load and conveys the same for the outdoor modules to respond accordingly. The indoor unit shall be selected as per the dehumidified CFM.

1. Indoor units shall be as Approved shop drawing. Each unit shall have electronic control valve to control the refrigerant flow rate respond to load variations in the area it serves.
The address of the indoor unit shall be set automatically in case of individual control
In case of centralized control, it shall be set by liquid crystals remote Controller.
2. The fan shall be dual suction, aerodynamically designed turbo, multi-blade type, statically & dynamically balanced to ensure low noise and vibration free operation of the system. The fan shall be direct driven type, mounted directly on motor shaft having support from housing.
3. The cooling coil shall be made out of seamless copper tubes and have continuous aluminium fins. The fins shall be spaced by collars forming an integral part. The tubes shall be staggered in the direction of airflow. The tubes shall be hydraulically/mechanically expanded for minimum thermal contact resistance with fins. Each coil shall be factory tested at 21 kg/sqm air pressure under water.

[Signature of Authorized Signatory _____]



4. Unit shall have cleanable type filter fixed to an integrally moulded plastic frame. The filter shall be slide away type and neatly inserted.
5. Each unit shall be provided with Electronic Expansion Valve for cooling.

B) REFERIGERENT

- 1- Refrigerant should be only Environment friendly and as per the latest standards.
- 2- Other terms as specified in BOQ.

C) DRAIN PIPING

1. Shall be UPVC.
2. The IDU shall be connected to the drainpipe made of rigid heavy duty UPVC, density 10 KG/sq.cm. The pipe under floor should be 20 Kg/sq cm
3. The pipe shall be laid in proper slope for efficient draining of the condensate water.

D) PIPE INSULATION

1. Refrigerant Pipe Insulation:
 - a. The whole of the suction and liquid line including all fitting, valves and strainers bodies etc. shall be insulated with 19 MM/ 13 MM respectively thick class 'o' Electrometric Nitrile Rubber sleeve as per BOQ.
 - b. The joint shall be properly sealed with R242 adhesive of polychloroprene to ensure proper bonding at the ends.
 - c. Insulation of cold lines shall be carried out with Arm flex/K-flex insulation sheets and tubes of
 - d. appropriate thickness so that condensation does not occur.
2. Drainpipe Insulation
 - a. Drainpipe carrying condensate water shall be insulated with 3 MM thick Kinifoam.
 - b. The joint shall be properly sealed with R242 adhesive of polychloroprene to ensure proper bonding at the ends.
 - c. For proper drainage of condensate U-trap shall be provided in the drain piping (wherever required).
 - d. All pipe supports shall be of prefabricated and pre-painted slotted angle supports properly installed with clamps. Irrespective of what is stated above, the finalized tenderer shall be required to provide a complete Technical Submittal to the appointed consultant for all the line items stated in the BOQ. Only the materials and equipment's which are technically approved by the consultant shall be permitted for deployment at the said site.

9. LIST OF APPROVED MAKES

Note:

- 1) The Tenderer shall confirm the make of the system he intends to use
- 2) The contractor shall get the samples of all other items, which are not covered in the approved price list,
- 3) Approved from the Engineer-In-Charge.

| Sr. No. | Description of Item | Approved Makes |
|---------|----------------------------------|--|
| 1 | Copper Pipe | Maxflow/Mandev/Rajco/HariOm |
| 2 | Copper Piping insulation | Maxflow/Armafex/Kflex/Aflex |
| 3 | Drain pipe | Prince/Supreme/Kissan |
| 4 | PVC DUCT | FINOLEX/POLYCAB/TIRUPATI |
| 5 | VRF Systems | Daikin / Carrier / Midea / Hitachi / O-General / Mitsubishi / Blue star / Voltas / Toshiba / Samsung |
| 6 | Control Cables | Polycab /KEI/RR/Havells/Finolex |
| 7 | PVC CONDUIT | Heavy duty ISI approved |
| 8 | Energy Recovery Ventilator (ERV) | DRI/ZECO/Edge tech |

[Signature of Authorized Signatory _____]



10. SPECIAL CONDITION OF CONTRACT

1. The above said work is shall be carried out in working office area, so there are very important things need to be done daily
 - a. Housekeeping work – Putting plastic cover on all over existing furniture, systems to avoid dust accumulation and damage the same.
 - b. Cleaning up all construction material and making good the floor for next day for working staff.
 - c. Contractor to move all working equipment's, remaining material of contractor in specified area given by SIDBI, the place may change as per progress of the work floorwise.
 - d. Contractor to Give Daily schedule of work.
 - e. Contractor need to take all required permission for area Clearance for carry out HVAC work.
 - f. Contractor to provide Bar chart of all Activity Done in One Month Time same will be repeated till Project Timeline also complete bar chart at the start of work.
2. Removing of Light, smoke detectors, CCTV cameras, Speakers during removing of false ceiling and again installing new or making them good as before on same location or new location, to make them workable to do so, required cable, wire, accessories is in **third party contractors** scope appointed by SIDBI.
3. Contractor to give offer inclusive of CAMC cost after initial warranty period of 1 years. The warranty & AMC will be comprehensive and all cost of repairs / replacement of parts, accessories, etc. will be borne by the successful tenderer. The CAMC payments will be released six monthlies after successful completion of the period. Comprehensive AMC includes
 - a. Servicing and maintenance of supplied ACs,
 - b. Repairing and replacement of any electrical parts such as fan, switches, MCBs. Faulty Cables, pipeline leakage attend,
 - c. Refilling of oil and gas and consumables etc.
(Note: Current estimated cost is not including CAMC Cost).
4. Insurance for Every working person must be cover by contractor any liability is not in SIDBI scope, insurance copy needs to be submitted along with Technical BID.
5. Personal Safety Practice that includes Shoes, Helmet, hand gloves, sunglass, jacket etc. should be followed as per CPWD guidelines during the working hours. Safety Practice details need to be submitted along with Tender.
6. All HVAC Equipment's, Piping, cables, etc. estimated items are must be Brand New.
7. Whether Protection coating treatment to all ODUs must be done as per industry standards.

[Signature of Authorized Signatory _____]



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HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office
at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

Details of the Bidders

Annexure – 1:

| No | Description | Particulars |
|----|--|---|
| 1 | Name of the Bidder | |
| 2 | Nature of Bidder (Pvt Ltd or Public Ltd Co/ Partnership firm etc.) (Attach attested copy of Certificate of Incorporation/ Partnership Deed) | |
| 3 | Registration No/ Trade License, (if any attach copy) | |
| 3A | Whether OEM or authorized dealer of OEM (Please mention Brand / name of OEM) In case of authorized dealer, please enclose certificate/letter from OEM | OEM / Authorized Dealer Brand / Name of OEM ----- |
| 4 | Registered Office Address | |
| 5 | Address for Communication | |
| 6 | Contract person Name Designation | |
| 7 | Telephone No | |
| 8 | Email ID Website | |
| 9 | PAN No. (attach copy) | |
| 10 | GST No. (attach copy) | |
| 11 | Service Tax Registration No. (attach copy) | |
| 12 | Annual Turnover for FY 2017 -18 2018 -19 2019 -20 Attached registered CA audited statement | |
| 13 | Earnest Money Deposit Details | Demand Draft No.: Name of The Bank Date: |

(Signature of the Bidder) Designation,
Seal

[Signature of Authorized Signatory _____]



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Annexure – 2:

Past Purchase Orders Details of the Purchase Orders (VRV based HVAC work) executed during the last three years 2017- 18 to 2019 -20

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

Enclose copy of purchase order
(Signature of the Bidder)

[Signature of Authorized Signatory _____]



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Annexure – 3:

Declaration Regarding Experience

To,
The Deputy General Manager,
Premises, LHO,
SIDBI Tower 15, Ashok Marg, Hazratganj,
Lucknow-226001

SUBJECT- HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Office at SIDBI Tower 15,
Ashok Marg, Lucknow-226001,

Dear Sir,

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

(Signature of the Bidder)

Designation, and Seal

Date:

[Signature of Authorized Signatory _____]



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Annexure – 4:

Declaration Regarding Clean Track by Bidder

To,
The Deputy General Manager,
Premises, LHO
SIDBI Tower, 15, Ashok Marg Hazratganj,
Lucknow-226001

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Office at SIDBI Tower 15, Ashok Marg, Lucknow-226001.

Dear Sir,

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

Or

I declare the following

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

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

Yours faithfully (Signature of the Bidder)

Designation, and Seal

Date:

[Signature of Authorized Signatory _____]



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HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

Annexure – 5:

Declaration for Acceptance of Terms and Conditions

To,
The Deputy General Manager,
Premises, LHO
SIDBI Tower, 15, Ashok Marg Hazratganj,
Lucknow-226001

HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Office at 15, SIDBI Tower Ashok, Marg, Lucknow-226001

Dear Sir,

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

Yours faithfully, (Signature of
the Bidder)

Designation, and Seal

Date:

[Signature of Authorized Signatory _____]



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

DECLARATION -1

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

Date:

(Signature of the tenderer)

Place:

with company seal/rubber stamp

DECLARATION -2

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

Date:

(Signature of the tenderer)

Place:

with company seal/rubber stamp

[Signature of Authorized Signatory _____]



UNDERTAKING

NAME OF WORK: - HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Office at 15, SIDBI Tower Ashok, Marg, Lucknow-226001

This is to certify that I, the undersigned _____, authorized signatory of M/s _____ are submitting our application/offer in response to the as specified in the tender notice having no.published by SIDBI, Lucknow on(Date) for the captioned work. Our application/offer is supported with requisite information and documents/testimonials. We hereby submit this undertaking that the said information and documents submitted along with the application/tender are true and correct.

We are also aware that SIDBI may carry out its verification and reject our application/tender if the same is found to be false/incorrect. Further, I/we have carefully gone through the drawings/specifications, etc. given in the Tender document & have clearly understood the site working conditions, time schedule given and have accordingly quoted my balanced rates after going through all details.

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

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

[Signature of Authorized Signatory _____]



CONTRACT AGREEMENT

HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001.

THIS AGREEMENT made at SIDBI TOWER, Lucknow on this day of of Two Thousand and Twenty, A company registered under Companies Act 2013/A Partnership firm registered under Partnership Act 1932/ a LLP registered under Limited Liability Partnership Act 2008/registered under provisions of any other Act/Proprietorship firm/Individual and having its registered and/or Corporate office at (hereinafter referred to as "Contractor" which expression shall, unless it be repugnant to the subject or context thereof, include its heirs, legal representatives, executors, administrators, assignees, successors as the case may be) through the/himself [Authorized vide Company's Board Resolution dated /Partners/Authorized partner as per all Partners' consent/Partnership deed dated...../Designated partner as per all Partners' consent/Partnership deed dated..... Copy Enclosed along with the agreement] of the FIRST PART and,

Small Industries Development Bank of India, established by Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001, (hereinafter referred to as "SIDBI"/"Employer"/First Party/The Bank, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assignees) of the SECOND PART.

Whereas SIDBI is desirous of undertaking the Interior/Renovation/HVAC works of SIDBI Office at SIDBI Head Office, SIDBI Tower, 15, Ashok Marg, Lucknow-226001, and has accepted the tender offer dated furnished by the contractor & the contractor has agreed to perform the services as set out and subject to the terms & conditions set forth in the said documents mentioned herein under

WHEREAS

1. The Employer, vide its Tender No. dated, had invited tenders from eligible vendors for –work as specified in the said tender **at its Office premises at SIDBI Tower, 15, Ashok Marg, Lucknow-226 001, Uttar Pradesh;**
2. In response to the mentioned tender notice by the Employer, the Contractor has submitted its tender onfor work **as specified in the said tender** in terms of the said Tender Document.
3. The tender submitted by the Contractor has been selected on the basis of tender Evaluation at the aggregate cost of **Rs./- (Rupeesonly)** inclusive of all taxes, excluding GST or any new tax if any imposed by the order of Govt. of India for completion of work **as described in the tender document;**
4. The Contractor has agreed to execute upon and subject to the conditions set forth in the Conditions prescribed in the tender/contract/Bid document etc. (all of which are collectively hereinafter referred to as "the said Conditions" forming part of this agreement) the works shown upon in the said Tender and/or described in the said Specification and included in the said Schedule of Quantities at the respective rates therein set forth amounting to Rs. payable thereunder (hereinafter referred to as "the said Contract Amount").

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents and provisions/conditions therein unless modified with these presents shall be deemed to form and be read and constructed as part of this agreement viz,
 - a) Notice inviting Tender
 - b) The Tender Document comprising Tender Notice, instruction to tenderers, General Conditions of the Contract, Appendix 1 toto General Conditions of Contract, Special Conditions of Contract, Technical Specifications (Schedules A,), Notes to Schedule of quantities, preferred makes of materials, Schedule of quantities for HVAC works, Tender Drawings / Sketches.
 - c) Safety code and Model rules for the protection of health, sanitary arrangements for workers employed.
 - d) Corrigendum(s) to tender (if any).

[Signature of Authorized Signatory _____]



e) Acceptance letter from contractor dated.....in response to the offer dated

.....

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

dated

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

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

Signature clause:

SIGNED AND DELIVERED by the Small industries Development Bank of India India By the hand of Shri _____

(Name and designation)

in the presence of

1) _____

Address _____

2. _____

Address _____

Witnesses

(signed by Proprietor/All partners/One partner on behalf of all the partners/Designated Partner as hereunder, If the party of the other part is an Individual/ a Partnership firm/LLP)-

SIGNED AND DELIVERED by _____

in the presence of

1) _____

Address _____

2. _____

Address _____

(Witnesses)

The COMMON SEAL OF the LLP (if any)

is hereunto affixed

[Signature of Authorized Signatory _____]



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HVAC Works including supply, installation, testing and commissioning etc . in SIDBI Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

(Signed by Authorized Director, duly authorized under resolution of board of the company dated dated..... as hereunder, If the party of the other part is a Company)-

SIGNED AND DELIVERED by _____

The COMMON SEAL OF the company (if any)

.....
is hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

Note- If the contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

[Signature of Authorized Signatory _____]



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INDEMNITY BOND

HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001

THIS DEED OF INDEMNITY BOND made at Lucknow on this day of..... of Two Thousand and Twentyby,..... a Company within the meaning of the Companies Act, /A partnership firm through its partners /A Proprietorship firm through its proprietor and having its Registered Office/ Office at (hereinafter referred to as "the Contractor" which expression shall, unless it be repugnant to the subject or context thereof, include its heirs, legal representatives, executors, administrators, assignees, successors as the case may be).

Now this Deed Witnessed that in pursuance of the contract agreement dated..... and in consideration of SIDBI having agreed to make payments on the running bills claimed by my company/partnership firm/Proprietorship firm based on the works completed by my company at and in respect of SIDBI office situated at SIDBI Office, SIDBI Tower, 15, Ashok Marg, Lucknow-226001 and referred to above,

I hereby undertake to indemnify and keep harmless the SIDBI, its staff and employees & its project Architect from-

- 5. Any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations stipulated in any applicable law/Rules/Regulations;
- 6. Penalty due to Non-payment or delay in statutory tax or fees related with the work allotted to and payable by my company/partnership firm/Proprietorship firm.
- 7. Any act, work done by my staff during the currency of the contract which may harm or damage to SIDBI or its staff/employees or its consultant for which I shall be solely responsible.

Signature clause:

SIGNED AND DELIVERED by the Small industries Development Bank of India
India By the hand of Shri _____

(Name and designation)

in the presence of

1) _____

Address _____

2. _____

Address _____

Witnesses

(signed by Proprietor/All partners/One partner
on behalf of all the partners/Designated Partner as hereunder,
If the party of the other part is an Individual/ a Partnership firm/LLP)-

SIGNED AND DELIVERED by _____

in the presence of

1) _____

Address _____

2. _____

Address _____

[Signature of Authorized Signatory _____]



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(Witnesses)

The COMMON SEAL OF the LLP (if any)

is hereunto affixed

(signed by Authorized Director, duly authorized under resolution of board of the company dated dated..... as hereunder, If the party of the other part is a Company)-

SIGNED AND DELIVERED by _____

The COMMON SEAL OF the company (if any)

is hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____.

Note- If the contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

Witness: 1.

Witness: 2.

[Signature of Authorized Signatory _____]



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Non-Disclosure Agreement

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

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the CONTRACTOR, which expression shall include its successor and permitted assignees) are agreeable to execute "Tender HVAC Works including supply, installation, testing and commissioning etc. in SIDBI Office at SIDBI Tower, 15, Ashok Marg, Lucknow-226001." as per scope defined in the Tender No: _____ dated _____ for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, (hereinafter referred to as the BANK) and,

WHEREAS, the CONTRACTOR understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

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

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

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

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

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

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

Yours sincerely,

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

[Signature of Authorized Signatory _____]