



भारतीय प्रतिभूति और विनियम बोर्ड  
Securities and Exchange Board of India

**SEBI Bhavan, Plot No. C-4A, 'G' Block,  
Bandra - Kurla Complex, Bandra (E), Mumbai – 400051**

**022 2644 9000/ 9750**

**Tender No. SEBI/HO/GSD/22/24-25/ET/36**

**Tender Document Part – I  
Technical Bid**

**Renovation of Washrooms at SEBI Bhavan, Mumbai**

***Tender issued to***

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## **TENDER FORM**

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

**The General Manager,  
Facilities Division – II,  
Facilities Management Division – II,  
Securities and Exchange Board of India,  
SEBI Bhavan,  
Plot No. C4-A, G Block,  
Bandra Kurla Complex,  
Bandra (E),  
Mumbai-400051**

Sir,

- I / We have read and examined the Notice Inviting Tender, specifications applicable, drawings and designs, General and Special Conditions of Contract, Schedule of Quantities and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.
- I / We hereby tender on item rate basis for the execution of the work specified, for SEBI within the time specified and in accordance with all the specifications, designs, drawings and instructions in writing referred to and with such materials as are provided for, by, and in all respects in accordance with such conditions so far as applicable.
- We agree to keep the tender open for ninety (90) days from the last date of submission of tender and not to make any modifications in its terms and conditions.
- A sum Rs. 2,00,000/- (Rupees Two Lakhs Only) is hereby forwarded by NEFT of a Scheduled Bank as EMD as per the details mentioned below:

Transaction Reference No.\_\_\_\_\_

Banker's Name: \_\_\_\_\_

If I/we, fail to commence the work as per the time specified, I/we agree that SEBI shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD, otherwise the said EMD shall be retained by SEBI towards security deposit to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein.

- In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to the conditions of contract in this regard.
- I/We understand that the project comes under the purview of the Central Vigilance Commission (CVC) / Central Technical Examiner (CTE). We shall maintain the records / files / purchase receipts, approved samples and testing reports of materials and shall submit as and when demanded by the inspecting officer of CVC / CTE. I / We shall comply with the CVC inspection report and defects if any pointed out shall be rectified free of cost before or after the handing over the site to SEBI within the defects liability period.
- Conflict of Interest: Tenderers shall not have a conflict of interest. All tenderers found to have a conflict of interest as mentioned below will be disqualified.
  - Tenderers in two or more different applications have controlling shareholders in common.
  - The Tenderers (including their personnel and sub-Contractors) who has a family relationship with such members of the Board's Staff who are directly or indirectly involved in the project will not be awarded the contract.
- Agencies which are debarred/ blacklisted by Dept. of Expenditure / Ministry of Finance shall not be considered for the said work.

Date \_\_\_\_\_

Signature of Contractor

Seal of the agency

Name of the Authorized signatory

Designation

Postal Address

Witness : \_\_\_\_\_

Signature : \_\_\_\_\_

Address : \_\_\_\_\_

Occupation : \_\_\_\_\_

## **GENERAL RULES AND DIRECTIONS**

1. Any person who submits a tender shall fill up the schedule of quantities, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than Fifty Paise as Rupee One.
2. Tenders will be opened online on MSTC portal as public opening on specified date.
3. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
4. There may be certain items of work which are appearing in schedule of quantities at more than one place. The Contractor shall quote same rates for the identical items which appear in more than one place. If different rates are quoted by the tenderers for such identical items, the same shall be rationalized by considering the lowest quoted rate for such items, for evaluation and acceptance of tender. All rates shall be quoted in schedule of quantities. The amount for each item should be worked out and requisite totals given.
5. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/ Site Engineer shall be communicated in writing by the contractor to Employer/ Site Engineer.
6. Goods and Service Tax (GST) or any other tax in respect of this contract shall be payable by the Contractor. Only GST as applicable on the rates quoted and claimed on the GST bills would be paid by SEBI along with the items rates quoted which are exclusive of GST. GST paid by the contractor would be compared with the ITC available with SEBI. All other taxes apart from the GST are to be included in the item rates only.
7. SEBI will deduct TDS at applicable rates under Income Tax Act, 1961 and under Central Goods and Services Act, 2017 or any other ACT as applicable, based on the invoices produced by the Contractor and the nature of Payment.
8. Applicable labour cess is included in the rates quoted by the contractor and the same shall be deducted by SEBI from the bills payable to the contractor. Further, the contractor hereby indemnifies SEBI towards all future claims of whatsoever nature arising out of compliance with labour cess.

9. The contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and Employer may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

10. The intending bidders are required to attend the Pre-bid meeting along with their other specialized agency/ies (In case of electrical contractor, the agency should be licensed electrical contractor registered with PWD / State Government agency/ CPWD proposed to be engaged by the bidder for the said work to enable them to acquaint and satisfy themselves about the site conditions, understand the scope of the work and clarify any doubts regarding the scope of the work and provisions of the tender document.

11. This project comes under the purview of the Central Vigilance Commission (CVC) / Central Technical Examiner (CTE). The contractor has to maintain the records / files / purchase receipts, approved samples and testing reports of material and should submit the same as and when demanded by the inspecting officer of CVC / CTE. The contractor shall comply with the CVC inspection report and defects, if any, pointed out shall be rectified free of cost before or after the handing over the site to SEBI within the defects liability period.

12. If I / We, fail to furnish the prescribed performance guarantee within prescribed period, I / We agree that the Board or his successors shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, If I / We fail to commence work as specified, I / We agree that the Board or his successors shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by the Board towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

13. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money and Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work or any other further debarring by the Board.

14. I / We hereby declare that I / We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I / We am / are authorized to communicate the same with the consent of SEBI or use the information in any manner prejudicial to the safety and interest of the Board.

**Signature of Contractor**  
**(Seal of the Contractor)**

## **SPECIAL INSTRUCTIONS TO THE BIDDERS**

Tenderers may specifically note the following:

1. Tender shall be valid for acceptance for a period of Ninety (90) days from the last date of submission of the tender.
2. No upward revision of rates will be accepted after opening of the tender on account of any reasons whatsoever.
3. The quantities mentioned in the Bill of Quantities are indicative only. The quantities may vary either side and the contractor has to execute & complete the work at the rates quoted by them. Nothing extra beyond the quoted rates shall be paid to the contractor on account of deviation between tender quantities and actual executed quantities. The final payment shall be made based on actual work executed at site based on the joint measurement and quoted rates.
4. The rates at which the work order is finally placed on the successful tenderer shall be valid till the completion of the work. No escalation or increase in the rates on account of any reasons whatsoever shall be entertained during execution of work till completion.
5. The date of commencement shall be reckoned from the 10<sup>th</sup> day of issue of work order or the day on which the contractor is instructed to take the possession of the site whichever is later.
6. The entire work shall be completed within **180** days from the 10<sup>th</sup> day of issue of work order or from the first day when the contractor is instructed to take over the possession of the site whichever is later.
7. Defects liability period shall be 12 months from the date of virtual completion of the work as certified by the Employer/ Engineer-in-Charge. Retention money of 5% shall be released only after successful addressing of all the defects recognized and intimated to the agency during the DLP. In case of waterproofing items, an additional retention money of 5% shall be retained on the items which shall be held with SEBI, without bearing any interest, for a period of 5 years from the date of completion of the project.
8. Adequate number of fire extinguishers, first aid boxes must be provided at the site by the contractor. All safety precautions shall be ensured as per the safety code in the execution of the work. Nothing extra shall be paid on this account.
9. Watch and ward in respect of all plants, machinery, materials, etc. at site for use in work shall be contractor's sole responsibility within their quoted rates.

10. The contractor shall make his own arrangements to house his labour and staff for their services. No accommodation shall be allowed at site of work. Nothing extra shall be paid on this account.
11. Value of works for interim payment shall be a minimum of Rs. 25 Lakhs. If deemed appropriate, the Board may release 75% of the assessed value of the bill as advance / ad hoc payment within 7 days of receipt of complete bill along with all necessary documents.
12. Period for honouring payment of running account bill by the Employer shall be within 15 days after receipt of contractor's bill in the specified format subject to the bill is found to be in order by the Employer with no discrepancies.
13. Period of submission of the final bill by the contractor shall be within one month from the date of issue of provisional completion certificate by the Employer.
14. The agency has to carry out the all the work on sample basis and after approval of the Engineer In-charge then only the mass execution of the work is to be carried out.

We agree to the terms and conditions as mentioned above.

**Date:**

**Signature of the Contractor**

**Seal of the Contractor**

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## 1. Definitions

- a. '**The Contract**' means the documents forming the tender and acceptance thereof and the formal agreement executed between SEBI and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another. The stamp duty towards execution of this agreement shall be borne by SEBI.
- b. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
  - i. '**SEBI / Employer / Board**' means Securities and Exchange Board of India (SEBI) constituted under Section 3 of the SEBI Act 1992 and having its Head Office at SEBI Bhavan, Plot No. C4-A, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051.
  - ii. '**Head Office**' means the Head Office of the Board and includes any other offices as prescribed by the Board from time to time for that purpose. Securities and Exchange Board of India (SEBI), C4-A, G-Block, Bandra - Kurla Complex, Bandra (E), Mumbai-400 51.
  - iii. '**Sanctioning Authority**' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Board.
  - iv. '**Engineer in charge (EIC) /Site Engineer**', EIC, means an Engineer appointed by the Employer as their representative/ dealing division to give instructions and supervise the work of the contractor at site.
  - v. '**The Contractor or Contractors**' means the firm or agency or individual engaged by the Board to execute the work. It shall also include their legal representative(s), successors or assigns.
  - vi. '**Contract value**' means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
  - vii. '**Work order value**' means the value of the entire work as stipulated in the work order.
  - viii. '**Works or 'work'** means the permanent or temporary work(s) described in the 'Scope of Work" and/or to be executed in accordance with the contract

and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

- ix. **'The Site'** means the premises, into or through which work is to be executed under the contract or any adjacent premises which may be allotted or used for the purpose of carrying out the contract.
- x. **'Drawings'** means the drawings provided by the Employer and issued by the Site Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Employer/ Site Engineer from time to time.
- xi. **'Specifications'** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer from time to time.
- xii. **'Market Rate'** means the rate as decided by the Employer based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
- xiii. **'Schedule(s)'** referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.
- xiv. **'Local Controlling Authority'** means the Local Municipal Authority or any other appropriate statutory authority viz. Town Planning Department, Town Development Authority, Town/City Improvement Trust, Electricity Board, Water and Sewerage Department, Civil Aviation Authority, High-rise Building Committee, Lift Inspectorate, Telephone Department, Pollution Control Board, Fire Board and any other authorities as the case may be according to whose rules and regulations a building within its jurisdiction is to be designed and approval of the drawings to be obtained.
- xv. **'Month'** means calendar month.
- xvi. **'Week'** means seven consecutive days.
- xvii. **'Day'** means a calendar day.

## **2. Scope and Performance**

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

## **3. Works to be carried out:**

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the work in all respects. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

## **4. Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

## **5. Scope of Work:**

The contractor shall carry out complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Employer to be communicated directly. The Employer from time to time may issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as Employer's instructions in regard to the variation or modification of the design, quality or quantity of work or addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications should be brought to the notice of Employer before taking up the work.

The contractor has to submit the shop drawings wherever required, especially for the furniture items. The work should start after the approval of the shop drawings only.

## **6. Discrepancies and Adjustment of Errors**

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale.

Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Unless otherwise specified, CPWD Specifications volume I - II with up to date corrections slips and as per the manufacturer specifications wherever applicable shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above. Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, general and special conditions of contract, particular specifications for individual items of work and I.S. Codes etc., the following order of preference shall be observed:

- i) Description of items as given in Schedule of quantities.
- ii) Special conditions of contract
- iii) General Conditions of contract
- iv) Particular specifications.
- v) CPWD Specifications.
- vi) I.S. Codes, if applicable
- vii) Decision of Employer/ Site Engineer.

## **7. Work Order:**

Within the validity period of the tender, the Employer shall issue a work order by registered post or otherwise dispatching at the address of the contractor as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Contractor.

## **8. Contract document:**

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within fifteen days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The contractor shall be furnished, one certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

## **9. Basic Rate**

Basic rate means rate mentioned in the invoice inclusive of all taxes from the source of purchase, net after discount, if any, from authorized dealer. Any other expenditure like wastage, transportation etc. will not be considered for arriving at basic rate.

Original Tax Bill /Invoice shall be submitted by the Contractor in support of the basic rate.

If purchase rate of an item is more than the basic rate mentioned in the tender, then additional amount shall be paid and if the purchase price is less than the basic rate mentioned in the tender, then deduction will be made. Only executed quantity will be considered for above adjustment. Purchase quantity will not be considered.

No adjustment towards the overhead and profits (OHP) would be considered on account of any variation in basic rates.

Before buying any of the materials where basic rate is considered / mentioned, the contractor should get approval of the Engineer in charge.

## **10. Language**

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

## **11. Security Deposit:**

5% of the executed value of the work would be kept as security deposit and would be released after completion of defects liability period of one year from the date of completion of the work. The security deposit would be collected / retained as below:

### **a. Earnest Money Deposit (EMD)**

The tenderer shall pay EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of NEFT (details as below) drawn in favour of Securities and Exchange Board of India. Any other mode of payment other than the one mentioned above will not be accepted. EMD will not bear any interest. The scanned copy of EMD transaction proof have to be uploaded in appropriate field provided in the MSTC portal.

Name of The Bank	ICICI Bank Limited
IFSC Code	ICIC0000106
Beneficiary Name	Securities and Exchange Board of India
Virtual Account Code	SEBIRCEMDEPOSIT

EMD shall be submitted by all agencies participating in the tender process. No exemption would be available from payment of EMD amount, irrespective of the status of the entity. The tenders shall be rejected if the EMD is not deposited in the required form along with the tender. No interest shall be paid on EMD.

The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer or after it is accepted by the Employer and the contractor fails to enter into a formal agreement or fails to submit the performance guarantee in the stipulated period.

The EMD of the successful tenderer shall be refunded on receipt of the Performance Guarantee.

The EMD of the unsuccessful tenderer shall be refunded without interest at the earliest after expiry of the bid validity period and latest by the 30th day after awarding the work.

**b. Retention Money:**

Retention Money at 5% of the cost of work shall be recovered from each on running account bill of the Contractor. An extra retention money @ 5% of the value of waterproofing works shall be held by SEBI for a period of five years as guarantee.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in Demand Draft / Banker's Cheque / Pay order of a Scheduled Bank endorsed in favour of SEBI, any sum or sums which may have been deducted from his security deposit.

The security deposit shall be refunded to the contractor without interest after the end of defects liability period of one year provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract or after deducting the expenditure incurred by the Employer to get the defects repaired, if any, intimated to the contractor during the defects liability period of one year.

**c. Performance Guarantee:**

The tenderer whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the work order amount within 10 days of award of work. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds (Bank Guarantee) of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance

guarantee within the 10 days or the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

The performance guarantee submitted by the agency shall be released after successful completion of the work. In the event that the agency does not start the work or abandons the work midway or the progress of the work is not satisfactory and the Board is of the opinion that the contractor may not complete the work in the stipulated time period / are within the reasonable extended time period, the Board reserves the right to invoke the performance guarantee and the EMD shall also be forfeited.

The minimum validity of the Performance Guarantee shall be 120 days beyond the stipulated completion date of the contract. However, the same would be released once the work is completed in all respects.

The performance guarantee shall be valid for an entire period of the contract. The contractor has to extend the said guarantee as directed by the Board till the completion of the work, in the event the work is extended beyond the stipulated period.

Once the work is completed in all respects as per the terms and conditions of the contract then only the performance guarantee will be released.

**Forfeiture of Performance Security** - During implementation of the contract, the performance security will be forfeited under following circumstances:

- (i) If the agency having been given by the Board, a notice in writing that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of 15 (fifteen) calendar days thereafter.
- (ii) If the agency has, without reasonable cause, failed to proceed with the work with due diligence so that in the opinion of the Board (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 15 (fifteen) calendar days from the Board.
- (iii) If the agency fails to complete the work within the stipulated date of completion, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Board.
- (iv) If the agency persistently neglects to carry out his obligations under the contract and /or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 15 (fifteen) calendar days after a notice in writing is given to him in that behalf by the Board.
- (v) If the agency has obtained the contract as a result of wrong tendering or other non-bona fide methods of competitive tendering.

(vi) If the agency assigns, transfers, sublets or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire contract or any portion thereof without the prior written approval of the Board.

Under the above circumstances, the Board will not only forfeit the performance guarantee but the Board will also (i) without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Board, by a notice in writing cancel the contract as a whole or only such items of contract in default from the Contract and (ii) have power to carry out the incomplete work by any means at the risk and cost of the agency.

## **12. Liquidated Damages:**

If the contractor fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the of 0.5% of the contract value per week subject to a maximum of 10% the contract value of the tender amount.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this contract with the Employer. The decision of the Employer in respect of liquidated damages shall be final and binding on the contractor.

## **13. Secured Advance**

No secured advance will be paid for any of the materials brought to site for carrying out the works under this contract.

## **14. Mobilization Advance**

No mobilization advance will be paid for this contract.

## **15. Escalation**

No escalation and payment due to increase in prices / wages will be made to the contractor. The rates quoted by the contractor shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

## **16. Detailed drawings and instructions**

The Employer shall furnish additional instructions by means of drawings or otherwise necessary for proper execution of the work at site as seen fit by the Employer. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall on receipt of the work order prepare and submit a detailed program schedule indicating therein the date of start and completion of various activities to the Employer, along with the detail of the deployment of various resources (Manpower/ Materials/ Machineries etc.) day wise and stick to the approved program schedule.

#### **17. Ownership of drawings**

All drawings, specifications and copies thereof furnished by the Employer are the properties of the Employer. They are not to be used on other work.

#### **18. Setting out Work**

The contractor shall set out the work and shall be responsible for the true and perfect setting out the same including correctness of the positions, levels, dimensions and alignment of all parts thereof. The contractor shall get it approved from the Employer / Site Engineer before commencing and proceeding with the work. If at any time, any error in this respect appears during the progress of the works, irrespective of the fact that the layout had been approved by the Employer / Site Engineer, the contractor shall be responsible for the same. The contractor shall at his own expenses rectify such error, if so, required to satisfaction of the Employer / Site Engineer.

#### **19. Materials, Appliances and Employees**

The contractor shall, at his own expense, provide all materials, required for the works and no material required for carrying out the work shall be supplied by the Employer. The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving the material and clearance of the same before use in work. The agency shall arrange for the samples of the materials to be procured and obtain the approval of the Employer/ EIC before procuring the entire materials.

Extra care should be taken while procuring the natural materials such as Marbles, Granite, etc. wherein the shade texture, thickness, etc., should match the existing work /as per sample, etc. All such materials should be procured in one lot after showing such lots to Employer / EIC only. Employer / EIC can reject any lot if the size, shade is not uniform / have bubbles, knots, etc. and the decision of EIC is final and binding.

The contractor shall, at his own expense and without delay, supply to the Employer / / Site Engineer samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Employer / Site Engineer furnish proof, to the satisfaction of the Employer / Site Engineer that the materials supplied are in compliance with specifications. If certain items proposed to be used are of such nature

that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided to the satisfaction of the Employer.

Before submitting the sample/literature, the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature, meet with the requirement of tender specification. The Employer / Site Engineer shall within one week of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by them or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Employer / Site Engineer for their approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Employer / Site Engineer shall be issued after the test results are received. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Employer / Site Engineer. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

Wherever testing of any material is required, samples will be collected & got tested from the approved laboratory for which testing charges shall be borne by the employer. In case of failure of the sample the testing charges shall be borne by the contractor. The material represented by the sample shall be rejected and the contractor at his cost shall remove the same. However, in all cases cost of packaging and forwarding the samples to the approved laboratory shall be borne by the contractor. The Employer / Site Engineer shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Employer / Site Engineer shall have full powers to require the removal from the premises of all materials which in their opinion are not in accordance with the specifications and in case of default, the Employer / Site Engineer shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Employer / Site Engineer shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Employer /

/ Site Engineer may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

Unless otherwise specified, the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless otherwise specified, all materials shall be new and workmanship and materials shall be of the best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behaviour is found to be unsatisfactory by the Employer / Site Engineer, he shall be removed from the site immediately. The decision of Employer / Site Engineer shall be final and binding on the contractor in this regard.

## **20. Quality of Materials, Workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Employer's / /Site Engineer's instructions and shall be from time to time subject to such tests as the Employer / /Site Engineer may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory.

The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Employer / Site Engineer. A list indicating names of various approved brands has been attached with the tender. The contractor shall, wherever, applicable use material as per the approved brand / make as specified in the tender and approved by EIC only.

The agency has to carry out all the work on sample / mock up basis and after approval of the Engineer In-charge/ then only the mass execution of the work is to be carried out.

## **21. Work to be executed in accordance with specifications, drawings, orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials, best workmanship and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Employer / / Site Engineer. The contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in any Bureau of Indian Standard or any other, published standard or code or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools

and plants including for measurements and supervision of all works and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **22. Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Employer / / Site Engineer including all the superior officers, officer of the Quality Control Organization of the Board and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose.

Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Employer / / Site Engineer or to the Chief Technical Examiner (CVC/ CTE) or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made from the Employer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost.

In the event of failing to do so within a period specified by the Employer / in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause for liquidated damages (for non-completion of the work in time) for this default.

In such case, the Employer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the items and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or remove and re-executed at the risk and cost of the contractor. Decision of the Employer to be conveyed in writing in respect of the same will be final and binding on the contractor.

## **23. Contractor to supply tools & plants etc.**

The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for

the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Employer / as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighting and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Employer at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract and / or from his security deposit.

#### **24. Protection of works and property**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. Any damage to walls, glass, windows, etc. shall be made good by contractor at his own cost.

He shall take adequate care and steps for protection of the other floors and adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the contractors and Employer.

#### **25. Assignment and subletting**

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

The contract shall not be assigned or sublet without the written approval of the Employer /. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of Employer / or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer shall have power to adopt any of the courses specified under

clause of "when contract can be determined" hereof as the Employer may deem best suited to the interest of Employer and in the event of any of these courses being adopted the consequences specified in the said Clause of shall ensure.

## **26. Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Employer / may consider necessary until the expiry of the defects liability period, stated hereto. The contractor shall depute necessary technical staff for supervision of work.

## **27. Quantities**

The rates quoted for various items shall remain valid for variation of quantity against individual item. The payment to the contractor shall be made as per the actual work executed based on the joint measurement and quoted unit rates for individual items.

## **28. Works to be measured**

The Site Engineer shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and / or level field book or in any other format as may be decided, so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Site Engineer and by the contractor or his authorized representative from time to time during the progress of the works and such measurements shall be signed and dated by the Site Engineer and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason, the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Site Engineer, the Employer shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Site Engineer shall be deemed to be accepted by the Contractor. All authorized extra work, omissions and all variations made shall be included in such measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in

the CPWD specifications notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by CPWD specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than three days' notice to the / Site Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the / Site Engineer who shall within the aforesaid period of three days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the / Site Engineer's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

The Employer / may cause to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

## **29. Certificate of payment**

The contractor shall submit interim or running account bill of Rs. 25 Lakhs and above for the work executed on the basis of such recorded measurements in the approved format. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment collected, if any, since the last such payment is less than Rs. 25 Lakhs in which case the interim bill shall be prepared after the requisite progress is achieved.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books. Employer shall through Site Engineer arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. Payment on account of amount admissible shall be made on certification of the / Site Engineer to which the contractor is considered entitled by way of interim payment at such rates as decided by the / Site Engineer.

The amount admissible shall be paid by 15th working day after submission of the bill to the Employer subject to the bill is found to be in order by the Employer with no discrepancies. The Employer shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

All such interim payment shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Site Engineer relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications.

Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Employer / Site Engineer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the Employer.

The Employer at his sole discretion on the basis of the work that has been completed up to the level in question, make interim advance payments without detailed measurements for work done at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

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

### **30. Final Measurement**

The final bill shall be submitted by the contractor in the same manner as specified in interim running account bills within one month of issue of provisional completion certificate for the work. The Employer shall issue the certificate of payment within a period of one month. The Employer shall pay the amount within a period of one month from the date of issue of certificate provided there is no dispute in respect of rates, quantities and quality of work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

### **31. Variations**

No alteration, omission or variation ordered in writing by the Employer shall vitiate the contract. In case the Employer thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Employer shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions to the contractor and the contractor shall

alter to, add to, or omit from as the case may be in accordance with such notice(s) but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer and the same shall be added to or deducted from the contract value, as the case may be.

### **32. Valuation of Variations**

No claim for any extra item shall be allowed unless it shall have been executed under the authority of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

ii) Rates for all items, wherever possible should be derived out of the rates given in the priced schedule of quantities.

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

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

### **33. Work by other agencies**

The Employer/ Site Engineer reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such

work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract. The contractor is expected to factor such eventualities in his scope of work.

#### **34. Work in shifts and holidays**

For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the laborers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

The contractor shall also obtain necessary permissions, if any, required from local authorities for working during night at no extra cost to the Employer. Such work shall be carried out without unreasonable noise and disturbance to the other occupants /neighbors of the building.

#### **35. Insurance of Works**

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the employer, a proper Contractor All Risk Insurance Policy for an amount equal to 1.25 times the contract amount for this work, with Employer as the first beneficiary. The insurance shall be obtained in joint names of Employer and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Employer from any liability during the execution of the work. Further, he shall obtain and submit to the Employer, a Third Party Insurance Policy for maximum Rs. 5 Lakhs for each accident and Workmen Compensation Policy, with the Employer as the first beneficiary.

The insurance shall be obtained in joint names of Employer and the Contractor (who shall be second beneficiary). The Contractor shall provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work.

Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

### **36. Treasure, Trove etc.**

Any treasure trove, coin or antique object which may be found on the site shall be the property of the Employer and shall be handed over to the Employer immediately.

### **37. Dismantled material**

The contractor shall dispose-off the dismantled items and quote the rates accordingly after taking into consideration the salvage value of such dismantle items or as per the instructions in writing issued by the Employer/ Site Engineer as per the terms of the contract. The dismantled material shall be disposed in compliance to the local authorities' regulations. Nothing extra shall be payable in this account.

### **38. Maintenance of Registers**

The contractor shall maintain the following registers at site of work and should produce the same for inspection of the Employer/ Site Engineer whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Govt. from time to time.

- i) Daily progress register
- ii) Site order book
- iii) Register for hindrance to work
- iv) Register for running account bill

### **39. Permits, Laws and Regulations**

Permits and licenses required for execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give necessary notices and comply with the local regulations, laws, ordinances, rules, applicable for execution of work. If the contractor performs any act which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from. The contractor shall arrange to submit the required documents to obtain completion certificate from the relevant local authority after completion of work. The rates quoted by the contractor are inclusive of providing all such assistance and liaison with authorities for submitting and obtaining such approval(s) and nothing extra beyond quoted rates shall be paid by the Board to the contractor on this account.

#### **40. Local Laws, Acts, Regulations**

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

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act, 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- x) The Building And Other Construction Workers' Welfare Cess Act, 1996
- xi) Indian Arbitration and Conciliation Act, 1996
- xii) Any other Act or enactment relating thereto and rules framed there under from time to time.

#### **41. Commencement of Works**

The date of commencement of the work will be reckoned from the 10th day of issue of work order by Employer or the first day when the contractor is instructed to take possession of the site whichever is later.

#### **42. Time for completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **180 (One Hundred and Eighty) days** from the date of commencement of work as defined above. If required in the contract or as directed by the Employer, the contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

### **43. Rate of progress**

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

### **44. Extension of Time**

The time of 180 days from the date of commencement of work as defined allowed for execution of the works or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from the 10th day from the date of work order or first day when the contractor is instructed to take possession of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the EMD absolutely.

As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart and get it approved from the Employer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer / and the Contractor within the limitations of time imposed in the Contact documents, and to ensure good progress during the execution of the work. The employer shall be at liberty to withhold up to 5% of the payment of the work done so far, if the milestones indicated in the progress chart have not been achieved. However, the same shall be released if the contractor achieved the same in subsequent work and complete the entire work within stipulated time.

A) If the work(s) be delayed by: -

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

- v) Delay on the part of other contractors or tradesmen engaged by Employer in executing work not forming part of the Contract, or
- vi) Any other causes which, in the absolute discretion of the Employer is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Employer through but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer / to proceed with the works.

- B) Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing with justification within seven days of the happening of the event causing delay. The Contractor may indicate in such a request the period for which extension is desired.
- C) In any such case, the Employer will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Employer in writing, within 1 month of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor. The employer's decision shall be final and binding on all concerned.

The contractor shall apply for extension of time at least 15 days before the expiry of the scheduled time and while applying for extension of time, he shall furnish detailed reasons and his justification, if any, for the delays.

While granting extension of time, the contractor shall be informed about the extended period which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Employer, the provision of liquidated damages as stated under relevant clause of liquidated damages shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not. No extra payment shall be paid for the extended period.

#### **45. Virtual Completion Certificate (VCC)**

Soon after the completion of the work, the contractor shall give notice of such completion to the Employer / and within 3 days of the receipt of such notice, the

Employer / shall inspect the work and if there is no defect in the work, the Employer shall furnish the contractor with a virtual completion certificate, otherwise a letter indicating physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued. But no provisional completion certificate shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish etc. as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the / Site Engineer.

If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish etc. as aforesaid and cleaning off dirt on or before the date fixed for the provisional completion of work, the Employer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

On successful completion of entire works covered by the contract to the full satisfaction of the Employer, the contractor shall ensure that the following works are also completed to the satisfaction of the Employer.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Employer and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and cleaning the same to the satisfaction of the Employer.
- d) Shall put the Employer in undisputed custody and possession of the site.
- e) Shall hand over the work in a peaceful manner to the Employer.

f) All defects/imperfections have been attended and rectified as pointed out by the Employer / to the full satisfaction of Employer.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Employer for provisional completion of the work. The Employer shall within fifteen (15) days of the receipt of the application for virtual completion certificate (VCC), issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the Employer's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

#### **46. When Contract can be determined**

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i) If the contractor having been given by the Employer / a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Employer.

iv) If the contractor fails to complete the work within the stipulated date of completion, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Employer.

v) If the contractor persistently neglects to carry out his obligations under the contract and /or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer /. When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have power:

vi) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission, the security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.

a) To pay to the labour employed by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Employer shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Employer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of on behalf of the Employer shall be final and conclusive) shall

be borne and paid by the original contractor and may be deducted from any money due to him by Employer under his contract or on any other account whatsoever or from his security deposit as the case may be. If the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

In the event of anyone or more of the above courses being adopted by the Employer, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until Employer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **47. Suspension of work**

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

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

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

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

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

If the works or part thereof is suspended on the orders of the Employer for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Employer requiring permission within fifteen days from receipt by the Employer of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Employer. In the event of the contractor treating the suspension as an abandonment of the contract by the Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

#### **48. Foreclosure of contract due to abandonment or reduction in scope of work**

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

##### **48.1 Cancellation of contract in full or part**

If contractor:

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Employer; or

ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer; or

iii) fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Employer; or

iv) In the event of anyone or more of the above courses being adopted by the Employer, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Employer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

v) shall offer or give or agree to give to any person in Employer service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Employer or

vi) shall enter into a contract with Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer; or

vii) shall obtain a contract with Employer as a result of wrong tendering or other non-bona fide methods of competitive tendering; or

viii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- ix) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- x) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- xi) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Employer /;

The Employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Employer, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The / Site Engineer shall on such cancellation by the Employer have powers to:

- a) take possession of the site and any materials, constructional plant, implements, stores, etc. thereon; and / or
- b) Carry out the incomplete work by any means at the risk and cost of the contractor.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

#### **49. Settlement of Disputes and Arbitration**

49.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter:

49.2 If the contractor considers any work demanded of his to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Site Engineer any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Employer in writing for written instruction or decision. Thereupon, the Employer shall give his written instruction or decision within a period of one week from the receipt of the contractor's letter.

49.3 For the purpose of appointing the sole arbitrator referred to above, the Employer will send within thirty days of receipt by him the written notice aforesaid to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

49.4 The contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the Employer within thirty days of receipt by him of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the sole arbitrator. If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to Employer a panel of three names of three persons who shall be unconnected with either party. The Employer shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his / her name to the contractor within thirty days of receipt by him of the names.

49.5 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. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

49.6 The work under the contract shall however continue during the arbitration proceedings and no payment payable to the contractor relating to the disputed items shall be withheld on account of such proceedings.

49.7 The arbitrator from time to time with the consent of the parties enlarge the time for making and publishing the award.

49.8 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 terms of the contract and give a reasoned award.

49.9 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Employer of the appeal.

49.10 It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

49.11 It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. Further it is agreed that for the purpose of this clause such notice is deemed to be received by the contractor within two days of posting of the letter by SEBI or delivered by hand immediately after receipt thereof by the contractor whichever is earlier. Further a letter signed by the officials of the SEBI that the letter was posted to the contractor shall be conclusive.

49.12 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and conciliation Act, 1996(26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

49.13 It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total

amount of the claims by any party exceeds Rs.50,000/-, the arbitrator shall give reasons for the award.

49.14 It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

49.15 The award of the arbitrator shall be final and binding on both parties.

## **50. Force Majeure**

50.1 Neither contractor nor SEBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed.

However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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

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

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

### **51. Peaceful handing over of the premises**

It shall be the responsibility of the contractor to see that the premises under furnishing is not occupied by anybody who is unauthorized during execution of work and is handed over to the Employer with vacant possession of complete furnishing. If such premises though completed are occupied illegally, then the Employer shall have the option to refuse to accept the said premises in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to justification and quantum and be binding on the contractor.

However, the Employer through a notice may require the contractor to remove the illegal occupation any time on or before completion and delivery of the work.

### **52. Contractor liable for damages, defects during defects liability period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months of issue of Provisional completion certificate issued by the Employer as aforesaid arising out of defect or improper materials or workmanship, the contractor shall, upon receipt of a notice in writing on that behalf through the Employer shall make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit.

### **53. Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer/ Site

Engineer. The contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

#### **54. With-holding and lien in respect of sums due from contractor**

i. Whenever any claim or claims for payment of sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company as the case may be, whether in his individual capacity or otherwise.

ii. The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum if found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible, and if it is found that the contractor was paid less than what was due to him under contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the contractor, without any interest thereon whatsoever.

Provided that the Employer shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short whether such payment

has been agreed upon between the Employer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Employer.

#### **55. Compensation during warlike situations**

The work (whether fully completed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from Employer to the effect obtained.

In the event of the work or any materials property brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Employer to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Employer, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for in case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Employer.

The contractor shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Employer based on the the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Employer. (b) For any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

#### **56. Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Employer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Renovation of Washrooms at SEBI Bhavan

### 57. Running Account Bill

i)	Name of Contractor	:			
ii)	Name of Work	:			
iii)	Sr. No. of this bill	:			
iv)	No. and date of previous bill	:			
v)	Reference to Agreement No.	:			
vi)	Date of work order	:			
vi)	Date of commencement of work	:			
vii)	Date of completion as per the agreement				
vii)	Expected date of completion of work as per actual progress of work.				
Sl.	Item Description	Unit	Rate (Rs.)	As per tender	
No.				Qty	Amount (Rs.)
1	2	3	4	5	

Upto Previous R/A Bill		Present Bill		Upto Date (Gross)		
Qty	Amount (Rs)	Qty	Amount (Rs.)	Qty	Amount (Rs.)	Remarks
6		7		8		9

Note:

- a. If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate.
- b. If ad-hoc payment is made, it should be mentioned specifically.

Renovation of Washrooms at SEBI Bhavan

**58. Certificate:**

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

Signature of the Contractor

Signature of the Site Engineer

Date:

Date:

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

## 59. Appendix

Name of Work	:	<b>Renovation of Washrooms at SEBI Bhavan, Mumbai</b>
Location	:	<b>SEBI Bhavan, Plot No. C4A, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra – 400 051.</b>
Defects Liability Period	:	One year from the date of provisional completion.
Date of Commencement	:	From the 10 <sup>th</sup> day of issue of work order or first day on which the contractor is instructed to take possession of the site, whichever is later
Time of completion	:	180 (One Hundred and Eighty) days
Liquidated Damages	:	0.50% of tender amount per week of delay subject to a maximum of 10% of the tender amount.
Value of work for interim certificate	:	Rs. 25 Lakhs
Earnest Money Deposit	:	<b>Rs. 2,00,000/- (Rupees Two Lakhs Only)</b> by Bank Demand Draft / Banker's Cheque / Pay Order

## **60. Safety Code:**

Protective safety measures Necessary protective and safety equipment shall be provided to the Site Engineer, workers & supervisory staff by the Contractor at his own cost and used at site, including fire extinguishers, first aid, etc.

- a. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
- b. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
- c. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
- d. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding ladder.
- e. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.
- f. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or rails whose minimum height shall be one meter.
- g. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- h. Workers employed on mixing and handling material such as asphalt, cement mortar of concrete and lime mortar shall be provided with protective footwear and rubber hand-glove.
- i. Those engaged in welding works shall be provided with welder's protective eye shield and gloves.
- j. No paint containing lead or lead products shall be used except in the form of paste and readymade paint.
- k. Suitable facemasks should be supplied for use by the workers when the paints applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- l. Hoisting machines and tackle used in the works, including their attachments, anchored and supports shall be in perfect condition.

m. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

**Notwithstanding the above clauses from (a) to (m), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the country.**

**61. Make in India**

The Contractor must ensure that the goods supplied in the execution of the contract are "Made in India" to the maximum extent feasible.

Renovation of Washrooms at SEBI Bhawan

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Renovation of Washrooms at SEBI Bhawan

## **1. Scope of Work**

Work Name: **Renovation of Washrooms at SEBI Bhavan**

Work may also include other floor / wings, locations and the agency has to carry out the same as per the rates quoted.

## **2. Address and Inspection of site**

The site is at **SEBI Bhavan, Plot No. C4A, G Block, Bandra Kurla Complex Bandra East, Mumbai, Maharashtra – 400 051**. The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. constraints put by local regulations, if any, weather conditions at site. Nothing extra shall be payable on these accounts. No claim, whatsoever, shall be entertained from the Contractor, on the plea that the information supplied by the Employer in the tender is insufficient or is at variance with the actual site conditions. The contractors are also advised to inspect the area and to understand the security requirements of the area, rules / regulations of the building society movement of men and materials, etc. and quote the rates taking into consideration all the above facts.

## **3. Inspection of drawings before tendering**

The Contractor shall, if required by him, before submission of the tender, inspect the drawings. The Employer shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender document have been furnished, in good faith, for general information and guidance only.

The Employer, in no case, shall be held responsible for the accuracy thereof and / or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the tender document. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of co-ordination, which may be required between different agencies. Nothing extra shall be payable on this account.

## **4. Contractor to verify site measurement**

The contractor shall check and verify all site measurements whenever requested by other specialist contractors or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

## **5. Dimensions and Levels**

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy, if any, the contractor shall ask for clarification from the Employer before commencing and proceeding with the work.

## **6. Notice of Operation**

The contractor shall not carry out any important operation without consent in writing from the /Site Engineer.

## **7. Construction Records**

The contractor shall keep and provide to the /Site Engineer full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings and recording details of the work as constructed.

## **8. Safety of Adjacent Structures**

The contractor shall provide and erect to the approval of the Employer such supports as may be required to protect effectively all structures which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Employer to protect the adjacent structures.

## **9. Temporary Works**

Before any temporary works are commenced, the contractor shall submit at least 7 days in advance to the Employer for approval complete drawings of all temporary works, he may require for the execution of the work. The contractor shall carry out the modifications relating to strength, if required by the Employer in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution. Nothing extra shall be paid on this account.

## **10. Water Supply**

The rates quoted by the contractor shall include all expenditures towards providing water for the full contract period required for the works, including that for the workmen and all its staff on the site. However, the contractor may be allowed to use water from the existing source at site, free of cost, if available.

The contractor has to arrange for distribution and bear all charges for installation of pipes and other equipment which shall be laid out/installed by the contractor only with the prior approval and as directed by the Employer / so as not to interfere with the progress of other contractors' work engaged by the Employer.

However, the Employer does not take any responsibility for uninterrupted water supply for the work as mentioned above. The Employer may at any time without notice or specifying any cause suspend or discontinue water supply as aforesaid to the contractor, and such suspension or discontinuance shall not entitle the contractor to any compensation or damage or constitute basis of extension of time for completion.

#### **11. Power**

The Employer shall arrange for the power required for work and lighting for the entire period of contract. The contractor may use the power from the power connection available at site.

Power supplied by the Employer to the contractor shall be entirely at the risk of contractor as the continuity and regularity of supply, maintenance of voltage and adequacy of load without any warranty by or liability to the Employer in respect thereof and without entitlement to the contractor on grounds of discontinuance, fluctuation of voltages or inadequacy of load or any other cause whatsoever to claim from Employer in respect thereof or consequences thereof.

The contractor shall make contingency arrangement of stand-by electric supply for smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

#### **12. Office Accommodation**

The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities and other temporary structures for themselves in connection with the work at the site, at their own cost after getting the approval from the Employer.

All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the Employer.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost to the Employer. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

#### **13. Labour accommodation**

No labour accommodation is available at the site of work. The Contractor shall make his own arrangements for labour accommodation. The Employer shall in no way be

responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained. Nothing extra shall be payable on this account.

The area where the materials are being stacked up / placed / kept should be cleaned and the directions of the landlord / society should be adhered by the agency. The decision of the EIC in this regard shall be final and binding on the agency.

#### **14. Dismissal of Workmen**

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

#### **15. Tools, Storage of Materials, Protective Works and Site Office Requirements**

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

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

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

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

#### **16. Storage of material at site**

No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Employer/ Site Engineer in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

#### **17. Fire Fighting Arrangement**

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

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

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

#### **18. Site Order Book**

A site order book shall be maintained at site for the purpose of quick communication between the Employer / Site Engineer and the contractor. Any communication relating to the works may be conveyed by recording in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and made available to the Employer / Site Engineer as and when demanded. Any instruction which the Employer / Site Engineer may like to issue to the contractor or the contractor may like to bring to the Employer / Site Engineer. Two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

#### **19. Temporary Fencing/Barricading**

The contractor shall provide and maintain a suitable temporary barricading at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Employer / Site Engineer and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work. Nothing extra shall be paid on this account.

## **20. Site Meetings**

Site meetings will be held at regular intervals to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held, if required by the Employer.

## **21. Disposal of refuse, malba etc. from site**

The Contractor shall not stack building material / malba / muck on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically at least twice in a week or as directed by the Site Engineer, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Employer shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the security deposit in respect of this contract agreement.

## **22. Procurement of Materials**

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

## **23. Patent, Royalty, Trade Mark etc.**

Royalty at the prevalent rates shall be paid by the Contractor. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Employer from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent floors of the building, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Employer in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

## **24. GST, Excise Duty, Taxes, Levies etc.**

GST, or any other tax on materials in respect of this contract shall be payable by the contractor and the Employer shall not entertain any claim whatsoever in this respect.

The contractor shall deposit royalty and obtain necessary permit for supply of various materials from local authorities.

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to Goods and service tax, tax on works contract, etc. payable in respect of materials, equipment plant and other things required by the contractor. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the Employer shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount beyond quoted unit rates will be payable on this account. Nothing extra shall be payable on this account.

TDS under Income Tax Act 1961 would be deducted by SEBI on payments made to the Contractor at the applicable rates based on the invoice produced and the nature of payment. TDS on GST shall be deducted as applicable.

## **25. Incidental cost**

The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and / or described in the specifications, provided that the same can be reasonably inferred there from. There may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Employer / Site Engineer. Nothing extra shall be payable on this account.

## **26. Rates applicable for and up to all heights**

Unless otherwise provided in the Schedule of Quantities, the rates quoted by the Contractor shall be inclusive of carrying out the works at and / or up to all heights, lifts and leads. The contractor shall make all arrangements for the same. Nothing extra shall be payable on this account.

## **27. Government and Local Rules**

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and

of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees etc. and shall indemnify and protect the Employer and its Employees against such liabilities and / or claim arising out of violation of any such laws, ordinances, orders, decrees and shall defend all actions arising from such claims or liabilities. The contractor shall also liaison and pursue for obtaining various no objection certificates from local authorities such as CFO etc., if required, at no extra cost to the Employer and his work should confirm to such local bye laws.

**28. Removal of Improper Work**

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / / Site Engineer are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order, the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Employer shall relieve the contractor from his liability in respect of unsound work or bad materials.

**29. Work to be kept in good condition**

The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic or any other causes. The Employer shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.

**30. No waiving of legal rights and powers**

The Employer/ Site Engineer shall not be precluded or stopped from taking any measurements, framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the

Contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Engineer-in-Charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.

### **31. Concealed Work**

The contractor shall give not less than 3 days' notice to the Employer / / Site Engineer whenever any work is to be buried in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default whereof the same shall, at the opinion of the Employer / / Site Engineer be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the Employer / / Site Engineer shall be accepted as correct and binding on the contractor.

### **32. Idle Labour**

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

### **33. Guarantee for the Specialized Works**

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value.

If the contractor is required to submit guarantee/ guarantees for any item/items for a period of more than 12 months, the guarantee/ guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

### **34. Protective Measures**

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

The contractor shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed. Nothing extra shall be paid on these accounts.

### **35. Storage of Materials**

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

### **36. Tools**

Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.

The mistries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by nominated sub-contractors for their work.

### **37. Datum**

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Employer. All levels shown in the drawings are to be strictly adhered to.

### **38. Benches**

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

### **39. Possession Prior to Completion**

The Employer shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

### **40. Prevention of nuisance and pollution**

The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent floors / properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent floors / properties or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Employer / / Site Engineer. He shall make well at his own cost and to the entire satisfaction of the Employer / in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Employer / / Site Engineer. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining floors / buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get firsthand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

#### **41. Security & traffic arrangements:**

The contractor shall adhere to all traffic restrictions imposed by the local authorities. In event of any restriction being imposed by the traffic or any other statutory authority, on the working or movement of labour, materials, etc., the Contractor shall strictly follow all such restrictions or instructions issued regarding the same and nothing extra shall be payable to the Contractor on account of such restrictions or instructions. No delay or claims of any kind shall be entertained from the Contractor on this account. The loss of time on this account, if any, shall have to be made up by the contractor by generating and deploying additional resources etc. Nothing extra shall be payable on this account.

#### **42. Preparation of Furnishing works for Occupation and Use of Completion**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer / / Site Engineer that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building/furnishing work. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Employer / Site Engineer.

The contractor has to obtain all the necessary permissions / approvals required for starting of the work. Similarly, the contractor is also responsible for obtaining the necessary occupation certificate/ completion certificate, etc., if any from the concerned local / municipal, fire / government, authorities for occupation of the premises. All the incidental costs/ expenses for obtaining the necessary permissions should be borne by the contractor, however, expenses which are required to be paid to authorities for which they issue a bill the employer shall bear the same.

#### **43. As built drawings**

(I) For the drawings issued to the contractor by the Employer.

The Employer will issue two sets of drawings to the Contractor for the items for which some changes have been made from the approved drawings as instructed by the Employer/ Site Engineer. The contractor will make the changes made on these copies and return these copies to the / Site Engineer for their approval. In case any revision is required or the corrections are not properly marked, the / Site Engineer will point out the discrepancies to the contractor.

The contractor will have to incorporate these corrections and/or attend to discrepancies either on the copies as directed by the / Site Engineer and resubmit to them for approval. The / Site Engineer will return one copy duly approved by him.

(II) For the Drawings prepared by the Contractor

The contractor will modify the drawing prepared by him wherever changes are made by the Employer/ Site Engineer and submit two copies of such modified drawings to the Site Engineer for approval. The / Site Engineer shall return one copy of the approved drawing to the contractor.

#### **44. Completion Certificate**

The contractor shall obtain completion certificate from local bodies including getting the required site visits conducted by such authorities with a view to obtain the same. The contractor shall also be responsible for liaisoning work required, if any, in this regard with the local bodies. Statutory charges, fees etc. required to be paid to the local bodies in this connection shall only be payable by the Employer or shall be reimbursable to the contractor on production of proof of actual payment by him. Nothing extra shall be paid to the contractor on this account.

#### **45. Defects after completion**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer

or may be deducted by the Employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Security Deposit Clause together with any expenses the Employer may have incurred in connection therewith.

#### **46. Defect liability period (refund of security deposit)**

The defect liability / maintenance period shall be 12 months after the date of provisional completion of work for this contract agreement. The Security Deposit shall be released after completion of defect liability period of 12 months provided the performance is satisfactory but subject to other provisions specified elsewhere in the contract agreement.

#### **47. Moral Code of Conduct for the Bidder/s:**

Commitments of the Bidder(s)/contractor(s)-

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Board's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Board as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Disqualification from tender process and exclusion from future contracts-

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of commitments mentioned above or in any other

form such as to put his reliability or credibility in question, the Board is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as deemed fit.

#### Compensation for Damages-

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

#### Previous transgression-

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as deemed fit.

#### Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s) -

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

#### Duration-

This begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid, unless it is discharged / determined by Competent Authority of SEBI.

#### Other provisions-

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of SEBI, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
2. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

#### **48. Declaration**

I/We have inspected the site of works and have made fully acquainted with the local conditions in and around the sites of works.

I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications etc. and understood the same and on the basis of the same, I/We quote our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Employer to ensure completion of same within the target date as mentioned in the tender document.

Signature and Seal of Tenderer

Witness:

Address:

Date:

## **SPECIAL SITE INSTRUCTIONS**

1. All work at site/ location has to be carried out without causing hindrance to the other occupants/ residents of the premises and as per the time period permitted/ allocated by the society/ building rules.
2. Workers of the Contractor should clean & clear the site before leaving the site.
3. Common corridors / passages shall be kept free from any obstructions, encroachments, storages etc. so as to have easy means of escape in the event of emergency.
4. Entrance / exits, passages, escape route shall be kept free from any obstructions.
5. Contractor should check the antecedents of the workers proposed to be deputed by him at site and will issue a photo-pass to each of his workers / supervisors or any other officials which has to be duly certified by Security officer of SEBI. And shall comply with the instructions issued by the Security Dept. of SEBI.
6. Contractor shall follow all safety norms as regards to execution of work including manpower.
7. Since the firefighting arrangement may be disbanded, contractor must keep & maintain the firefighting arrangements with adequate No. of fire extinguishers along with proper training to his staff who are well trained to operate the same.
8. Contractor shall keep all the materials & debris stacked at site in proper fashion & should remove all debris regularly within the above said working time only.
9. Contractor shall protect the site especially the existing glazed façade from inside, service lift, other floors made available, staircase will be protected. The workers should not use the passenger lifts.
10. If the work is carried out during late evening & night hours all the necessary permissions, liaison with Police / local authority if any, shall be responsibility of the Contractor.
11. The area where the materials are being stacked up/placed/kept should be cleaned and the directions of the landlord/society should be adhered by the agency. The decision of the EIC in the regards shall be final and binding on the agency.
12. The contractor should maintain proper registers at the work site and extend all necessary safety / social benefits as required under the relevant labour Laws / Statutes, as applicable. The contractor should keep necessary first Aid to attend to any injuries etc. The contractor would be solely responsible for this.
13. Since the work is to be carried out in a running office building, the contractors has to take special care as to not cause damage to the finished floors, wall claddings, lights and fixtures, glass works in common areas or elsewhere. In case of any damage, the contractor has to make good the damages at his own cost to the satisfaction of SEBI, failing which SEBI may take suitable measures to make good the damages itself and

the expenses will be recovered from any payment due to the contractor or from retention money / performance guarantee.

14. The Contractor shall furnish, as and when demanded the Test Certificate / warranty / Guarantee certificate, cash memos, invoices for verification of quality and make of the materials. No material must be used for execution work without prior approval of / EIC.
15. Rejected materials shall be removed from site immediately and replaced with approved quality ones. No compensation shall be paid whatsoever on this account.
16. Unless and otherwise mentioned in the tender documents, the following work shall be done by the contractor, and therefore, their cost shall be deemed to be included in their tender cost:
  - a. Cutting and making goods all damages caused during installation and restoring the same to their original finish.
  - b. Sealing of all floor openings provided by him for pipes and cables from fire safety point of view after laying of the same.
  - c. Painting at site of all exposed metal surfaces of the installation other than pre-painted items like switch-gear, transformer etc. damages to finished surfaces of these items while handling and erection shall however be rectified to the satisfaction of EIC.
17. Care shall be taken by the Contractor to avoid damage to the building during execution of his part of the work. He shall be responsible for repairing of all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of his work from the site on regular basis or as directed.
18. The dismantled materials shall be segregated under serviceable and unserviceable items. The Decision on board in respect of these items shall be final and binding on the contractor
19. Whenever the cabins are fully / partly enclosed with the timber partition, the timber shall be painted with fire retardant paint. The cost towards same deemed to have been included in the rates quoted in the financial bid.
20. Glass used in partition should be toughened and confirm the insulation and integrity characteristics.
21. Wherever Plywood is used the same shall be Marine Grade plywood complying to of IS 710 only.
22. False ceiling suspenders / runners shall be of non-combustible material.
23. Whenever ducts or electric wiring passes through walls, the opening around the duct or electrical work shall be sealed with fire resisting material such as vermiculite cement. The cost towards same deemed to have been included in the unit rates quoted in the Financial Bid

24. The material movement in the premises shall be thought the freight elevators. The contractor shall take appropriate precautions so as to avoid any damage to the freight elevator.
25. Storage of inflammable and hazardous material shall be prohibited on the site.

Renovation of Washrooms at SEBI Bhavan

## **LIST OF APPROVED MAKES / MANUFACTURERS**

<b><u>LIST OF APPROVED MAKES / MANUFACTURERS</u></b>		
<b>SR. NO.</b>	<b>MATERIAL</b>	<b>MANUFACTURER / BRAND NAME</b>
1	Adhesives	Fevicol, 3M, Vamicol, Pidilite, Latecrete, Araldite or approved equivalent
2	Aluminium sections/Fittings	Hindalco, Jindal, Indal, or approved equivalent
3	Door Closer	Dorma, Hafele, Hettich or approved equivalent
4	Flush Door	National, Greenply, Archid, Kitply, Anchor or approved equivalent
5	Mild Steel Sections	SAIL, TATA, RINL or approved equivalent
6	Floor Spring	Dorma, Hafele, Hettich or approved equivalent
7	Fire Resistant Coating	Viper (Navair) (FR881) or approved equivalent as certified by CBRI
8	Fitting/Hardware	Hafele, Dorma, Hettich, Earl Bihari (Ebc), Blum or approved equivalent
9	Laminate	Century, Sunmica, Greenlam, Archid, Merino, Formica or approved equivalent
10	Lock	Dorma, Godrej, Hafele or approved equivalent
11	Paint	Berger, Asian, Duco, Oikos, or approved equivalent
12	Veneer	Duro, Century, Parth Veneer, Decawood, Archid or approved equivalent
13	Melamine Polish	Asian Paint, MRF or approved equivalent
14	Ceramic Tiles	Somany, Kajaria, RAK, H R Johnson, Kajaria, Nitco or approved equivalent.
15	Vitrified Tiles	Somany, RAK, H R Johnson, Kajaria, Nitco or approved equivalent
16	Ply wood/ Board	Greenply, Archidply, Anchor, or approved equivalent
17	Float Glass	Modi-Guard, St. Gobain, Asahi or approved equivalent

18	Metallic False Ceiling	Armstrong, Durlum, Ziplex, Lindner or approved equivalent
19	Mineral Fibre False Ceiling	Armstrong, E-Board, Sait Gobain or approved equivalent
20	Teak Wood	2nd Class C.P. Teak Wood
21	Poly Urethane coating	MRF, Premium coatings, ICA or approved equivalent
22	Frosted Film	3M, Llumar or approved equivalent
23	Cement	Ultratech, ACC, Ambuja, Birla or approved equivalent (53 Grade)
24	White Cement	Birla, JK, Modi or approved equivalent
25	Water Proofing Compounds	Sunanda Speciality Coatings Pvt Ltd, Krishna Chemicals, Roff, Dr. Fixit, Nina Chemicals or approved equivalent
26	Sanitary ware	Kholer, Grohe, Jacquar, TOTO or equivalent
27	G. I. Pipes	Tata, Zenith or approved equivalent
28	C. I. Pipes	NECO or approved (ISI make) equivalent
29	Brass and Gun metal globe, gate valves, peet valves, pressure reducing valves	Leader, Neta, Sant, Zolo to full bore or approved equivalent
30	Water supply fancy fittings like pillar Taps, Stop Cocks, Shower etc.	Jaquar, ESS-ESS or approved equivalent
31	C.P. Brass Bib Tap & Stop cocks	ISI mark or tested as per state/ municipal hydraulic engineer's requirement. Ess-Ess, Jaquar or approved equivalent
32	Flush Tank	Hindware, Parryware, Johnson or approved equivalent

# **FORMS**

## **FORM I AGREEMENT**

### **AGREEMENT PRO-FORMA**

This **Agreement** is made and entered into at Mumbai this ..... day of ..... , 2023

#### **BETWEEN**

**Securities and Exchange Board of India** (PAN – AAAJS1679K) established in accordance with the provisions of the Securities and Exchange Board of India Act, 1992 having its Head Office at SEBI Bhavan, Plot No. C4 –A, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051, hereinafter referred to as “**SEBI**” (which expression shall unless be repugnant to the subject, context or meaning thereof shall deem to mean and include its successors-in-interest and permitted assigns) of the **One Part**;

**AND**

**M/s** ..... (PAN – ..... ) having its address at .....

hereinafter referred to as “**Contractor**” (which expression shall unless it be repugnant to the subject, context or meaning thereof shall deem to mean and include his heirs, successors, executors and assignees etc.) of the **Other Part**,

**SEBI** and **Contractor** shall hereinafter collectively be referred to as “**Parties**” and individually as “**Party**” as the context may permit or be required.

**WHEREAS** SEBI intended to carry out the work related to Renovation of Washrooms at SEBI Bhavan, Plot No. C-4A, G Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051.

**AND WHEREAS** consequent to completion of the due tendering process (Tender No. **SEBI/HO/GSD/22/24-25/ET/36**) SEBI has issued work order/ letter of intent vide its letter ref. no. ..... dated ..... to the contractor at the rates stated in the Tender Document Part II (Financial Bid) for a total amount of Rs...../- (Rupees .....

.....only) which has been duly accepted by the contractor.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS**

1. Tender No. **SEBI/HO/GSD/22/24-25/ET/36** Minutes of the Pre-Bid Meeting dated \_\_\_\_\_ and all related correspondences and this agreement shall together form the contract document.
2. In consideration of the payments to be made to the contractor for the work to be executed by him/ her, the contractor does hereby covenants with SEBI that the contractor shall and will duly perform their contractual obligations as stipulated in the Tender No **SEBI/HO/GSD/22/24-25/ET/36** and the related correspondences.
3. In consideration of the due deliverance of the contractual obligations stipulated in the abovementioned Tender Document SEBI does hereby agree that SEBI will pay to the Contractor of the respective amount for the work actually done by him as per the rates quoted by the Contractor as contained in the Financial Bid and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DATE AND PLACE ABOVE WRITTEN**

**PARTY OF THE FIRST PART**

**PARTY OF THE SECOND PART**

**Securities and Exchange Board of India**

**M/s .....**

## **FORM II BANK GUARANTEE**

(Format for Bank Guarantee)

### **BANK GUARANTEE**

In consideration of the Securities and Exchange Board of India (hereinafter referred to as "Board") having offered to accept the terms and conditions of the proposed agreement between the Board and ..... (hereinafter referred to as "said Contractor") for the work .....

(hereinafter referred to as "said agreement") having agreed to production of irrevocable Bank Guarantee for Rs...../- (Rupees .....only) as security/ guarantee from the said contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ..... (hereinafter referred to as "the Bank") hereby (Indicate the name of the Bank) undertake to pay to the Board an amount not exceeding Rs...../- (Rupees .....only) on demand by the Board.
2. We, the Bank do hereby undertake to pay to the Board on demand the amount due and payable under this Guarantee without any demur and merely on demand by the Board stating that the amount claimed is due from the said contractor. Any such demand made to the Bank shall be conclusive as regard to the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../- (Rupees .....only)
3. We, the bank further undertake to pay to the Board any money so demanded notwithstanding any dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, and our liability under this guarantee being absolute and unequivocal.
4. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment therein under and the said contractor shall have no claim against us for making such payment.
5. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement

and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till authorized Officer on behalf of the Board certifies in writing that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly the guarantee will be discharged.

6. We, the Bank further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Board or any indulgence by the Board to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor.
8. We, the bank lastly undertakes not to revoke this Guarantee except with the previous consent of the Board.
9. This guarantee shall be valid up to .....unless extended on demand by Board. Notwithstanding anything mentioned above, our liabilities against this guarantee is restricted to Rs...../- (Rupees.....only) and unless a claim in writing is lodged with us within nine months of the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.
10. Notwithstanding anything contained herein: -
  - a. Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees ..... only).
  - b. This Bank Guarantee shall be valid upto.....
  - c. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before..... All the rights of the beneficiary under the said Guarantee shall be forfeited and Guarantee shall be released and discharged from all liabilities thereafter.

The Bank has under its constitution, power to give this Guarantee in your favour made under our Memorandum and Articles of Association and Mr /Mrs..... who signed it on behalf of the Bank has the authority to do so.

Dated this the ..... day of ..... for (indicate the name of bank)

Renovation of Washrooms at SEBI Bhavan

### **FORM III INTEGRITY PACT FORMAT**

The Principal has appointed Independent External Monitors (IEMs) who will monitor the execution of the contract for compliance with the principles mentioned above.

The names of the IEMs as on date are as below:

- i. Shri Umesh Kumar, House No. 60, 2nd Floor, MG Road, River Front, Near Vivekananda Kendra, Uzan Bazar, Guwahati- 781001, Email – [umeshkumar84@rediffmail.com](mailto:umeshkumar84@rediffmail.com)
- ii. Shri Sanjaya Singh, 2/173, Vishwas Khand, Gomtinagar, Lucknow – 226010, Email – [sanjayaifs@gmail.com](mailto:sanjayaifs@gmail.com)

The integrity pact shall be signed and uploaded by the intending tenderers as part of Technical cover. Format of the Integrity Pact is provided below:

#### **(FORMAT FOR INTEGRITY PACT)**

*(To be executed on a Rs. 100 Stamp Paper)*

Between

SECURITIES EXCHANGE BOARD OF INDIA hereinafter referred to as “The Principal”,  
and

M/s \_\_\_\_\_ Hereinafter referred to as “The Bidder/ Contractor”

#### **Preamble**

The Principal intends to enter into, under laid down organizational procedures, contract/s for **Renovation of Washrooms at SEBI Bhavan, Mumbai**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder (s) and / or Contractor (s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) who will monitor the execution of the contract for compliance with the principles mentioned above.

The names of the IEMs as on date are as below:

- i. Shri Umesh Kumar, House No. 60, 2nd Floor, MG Road, River Front, Near Vivekananda Kendra, Uzan Bazar, Guwahati- 781001, Email – [umeshkumar84@rediffmail.com](mailto:umeshkumar84@rediffmail.com)
- ii. Shri Sanjaya Singh, 2/173, Vishwas Khand, Gomtinagar, Lucknow – 226010, Email – [sanjayaifs@gmail.com](mailto:sanjayaifs@gmail.com)

## **Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s) / Contractor(S) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution, as applicable.

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

in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular in prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the any – corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or *the contract, if already awarded, can be terminated for such reason.*

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub –contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)**

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

## **Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/

her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Chairman, SEBI.

- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non- Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SEBI and recuse himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, SEBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, SEBI, a substantial suspicion of an offence under relevant IPC/ PC Act, and the Chairman, SEBI has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of SEBI.

## Section 10 – Other Provisions

- (1) This agreement is subject to India Law. Place of performance and jurisdiction is the *Registered Office of the Principal, i.e. Mumbai*.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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(For & On behalf of the Principal)

(Office Seal)

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

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

Witness 1:

(Name & Address)

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(For & On behalf of Bidder/ Contractor)

(Office Seal)

Witness 2:

(Name & Address)

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## **APPENDICES**

### **APPENDIX – I DETAILS OF THE TENDERER**

Name of the tenderer	:	
Address	:	
Authorized representative name for contact	:	
Mobile number of the representative	:	
Email address for communication	:	
	:	
<b><u>Bank Details for EMD refund</u></b>	:	
Bank Name	:	
Branch	:	
Account Holder Name	:	
Account No	:	
Type of Account	:	
IFSC Code	:	

**APPENDIX – II CHECKLIST FOR SUBMISSION OF BID ON MSTC PORTAL**

<b>Sr. No.</b>	<b>Item</b>	<b>Status</b>
1	EMD Paid and Copy Uploaded	Yes/ No
2	Technical Bid shall be uploaded with filled in respective pages and signed and sealed in all pages along with digital signature	Yes/ No
3	Price bid shall be filled with rates in the respective cells in the excel sheet and uploaded in the respective field	Yes/ No

### APPENDIX – III FORMAT OF MEASUREMENT BOOK

MB No. \_\_\_\_\_

Tender Item No.	Tender Item Description	MEASUREMENTS			Quantity
		NOS.	L (m)	B (m)	

*\*All values upto two decimal places only.*

### ABSTRACT OF COST FOR BILL

BILL No.: \_\_\_\_\_

MB No. \_\_\_\_\_

Page No. \_\_\_\_\_

Sr. No.	Tender Item No.	Tender Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)	Remarks

*\*All values upto two decimal places only.*

## **APPENDIX – IV MATERIAL TESTING PLAN (MTP) AND QUALITY ASSURANCE PLAN**

### **(QAP)**

The contractor shall submit the detailed material testing and quality control plan as per the relevant IS codes and standards covering the entire scope of work as per schedule of quantity and specifications and on approval from Engineer-in-charge same shall be followed while executing the work within the rates and the amount quoted.

Any material testing reports shall be submitted to the Engineer-in-Charge of the project.

Renovation of Washrooms at SEBI Bhavan

## APPENDIX – V DOCUMENTS TO BE MAINTAINED AT SITE

Sr. No.	Document Description	Remarks
1	Contract Agreement	Certified true copies of the contracts
2	Drawings	One set of all architectural, structural, MEP and other drawings issued for the job well preserved by pasting canvass cloth and covered by transparent polythene paper
3	Work Program Chart	Showing latest item wise progress plan
4	Work Instruction/ Site Order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day to day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action
5	Material at Site Register	To record the material received and issued on daily basis by the contractor
6	Labour Report/ Daily Progress Report	To record the labour and Daily Progress Report (DPR) by the contractor
7	Material Register	To record materials received at site and daily consumption by the contractor
8	Test Reports/ Certificates for Materials/ Equipment	To maintain record of test reports/ certificates received from manufacturers
9	Measurement Book	To record measurements of works
10	Progress Review Reports along with progress photographs	To maintain record of progress
11	File and Register for Extra/ Variation Order	To maintain record of extra/ variation items
12	Hindrance Register	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Engineer-in-charge representative and the contractor's representative
13	Log Book of Defects	To record defects noticed during inspection

## **APPENDIX – VI IMPORTANT INSTRUCTIONS FOR e-PROCUREMENT**

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

### **1. Process of E-tender:**

**A. Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. This submission of bids shall be done over the internet. The Vendor should possess a valid Class III signing and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

### **SPECIAL NOTE: THE PRICE BID HAVE TO BE SUBMITTED ON-LINE AT**

**[www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)**

- i. Vendors are required to register themselves online with [https://www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn) → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.
- ii. Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form.
- iii. The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

For specific queries/ clarifications, please contact MSTC

#### **Contact person (MSTC Ltd):**

1. Mr. Tanmoy Sarkar, Email id- [tsarkar@mstcindia.co.in](mailto:tsarkar@mstcindia.co.in), Mobile no.- 8349894664
2. Ms. Rupali Pandey, Email id- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in), Mobile no.- 9458704037

**For Technical Help: Contact 033-22901004**

### **B. System Requirement:**

- a) Operating System – Windows 7 and above
- b) Web Browser- Preferred 'IE 8' and above.

c) Security Settings:

i. Tools=>Internet Options=>Security=>Disable protected Mode If enabled-i.e., Remove the tick from the box mentioning “Enable Protected Mode”.

ii. Tools => Internet Options => Security =>Custom Level=>

- Active X control & plug-ins: Enable all Active-X Controls
- Scripting: Enable “Allow Status Bar Update Via Script”
- Disable “Use Pop-up Blocker”

d) Java: JRE 8 Latest update

e) Other Settings:

i. View => Toolbars=> “Tick” Status Bar.

ii. Tools=>Internet Options=> General=> Click on Settings under “Browsing history/Delete Browsing History” => Temporary Internet Files=>Activate “Every time I Visit the Webpage”.

f) For new Version of IE or other “Active –X Filtering” under Tools should not be ticked.

g) Tools =>Internet Options=> Security=> Selected Trusted Sites=> Add Website <http://www.mstcecommerce.com>.

2. The tender will be opened electronically on specified date and time as given in the NIT.

3. All entries in the tender should be entered in online Price Bid Formats without any ambiguity.

4. All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender by MSTC. Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).

5. E-tender cannot be accessed after the due date and time.

**6. Bidding in e-tender:**

- a. The process involves Electronic Bidding for submission of Bid.
- b. The bidder(s) can submit their Bid through internet in MSTC Website [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)
- c. The NIT/ Documents shall be available for download in the event catalogue available under 'Event Details' of the Event.
- d. Please follow the guides for 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid.
- e. The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- f. In order to submit bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. The vendor has to select the buyer 'SEBI (Securities and Exchange Board of India)' from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Event wise bid details' that may consist of 'Common Terms' and/ or 'Document Attach'. A vendor has to save the Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid status' and the 'Item specific bid' button appears on the bid floor. Thereafter vendor has to click button under 'Technical Cover' in order to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status'. A vendor shall receive system generated mail.

**NOTE:** - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re- submit the same.

- g. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- i. The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
- j. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Buyer will form a binding contract between Buyer and the Bidder.
- k. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

- I. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- n. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

7. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

8. No deviation to the terms & conditions are allowed.

9. Buyer has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

10. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) of MSTC Ltd.

11. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

12. The bid will be evaluated based on the filled-in Price bid formats.

13. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

## **APPENDIX – VII FIRE SAFETY CODE**

1. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug, etc., depending upon the requirement of the work shall be provided by the Contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the Contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking /dumping any kind of materials/waste.
12. Both the staircase doors shall be normally kept closed.
13. None of the fire extinguishers shall be removed/shifted from its designated location.
14. Power supply shall be switched off from the mains when equipment is not in use.
15. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
17. Battery operated emergency light/torches shall be provided by the Contractor to the workmen while working beyond office hours.