

SITE ADDRESS:
SHARDA BHAVAN, OPP. MITHIBAI COLLEGE, V.M. ROAD,
JVPD SCHEME, VILEPARLE (WEST), MUMBAI.
BANK OF BARODA



**OFFICE ADDRESS: BANK OF BARODA
FACILITIES MANAGEMENT DEPARTMENT
1ST FLOOR BARODA CORPORATE CENTRE
C-26, G-BLOCK, BANDRA KURLA COMPLEX,
BANDRA (EAST), MUMBAI-400051**

-: ARCHITECT: -
PRATAP KASHALKAR & ASSOCIATES
ARCHITECTS & INTERIOR DESIGNER
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INTRODUCTION

Definitions of some common terms & Abbreviations	
Bidder / Respondents	Reputed Contractor /Vendors which participate in E tendering to make an offer
Contractor/Supplier/Vendor	Final successful Bidder to whom the contract will be awarded
Bank	Bank of Baroda
EMD	Earnest Money Deposit
SLA	Service Level Agreement
MOU	Memorandum of Understanding
IST	Indian Standard Time GMT +5:30
INR	Indian Rupee
PBG	Performance Bank Guarantee

Notice:

Bank of Baroda, Facilities Management Deptt. BCC, Mumbai, invites offers from prospective Vendors for Major External/Internal repair works at Bank's Residential and Commercial Building – Sharda Bhawan, JVPD, Vile Parle West, Mumbai. Interested bidders can access tender from Tender Section of Bank of Baroda's website www.bankofbaroda.com.

Further "Corrigendum" or "Addendum" (if any) shall be issued on Bank's website only and prospective Bidders have to keep checking our website for any additional instructions/ Addendum, if any till last date of tender submission time. Bidders who quote tender without attaching tender or the addendum if any will be rejected.

The Bank reserves the right to reject any / all applications without assigning any reason whatsoever.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank. In the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

Schedule of E Tender

A.1	E-Tender No.	BOB/FM/MB/113/15
A.2	Date of viewing Tender	13.04.2022
A.3	Date of Starting of E-Tender for submission of on line	13.04.2022
A.4	Date & Time of closing of online E-Tender for submission of Technical Bid & Price Bid	04.05.2022 & 1500 hrs IST

A.5	Date & time of opening of Part-I - Technical Bid	04.05.2022 & 1530 hrs IST
A.6	Date & time of opening of Part-II - Price Bid	Date of opening of Part II i.e. Commercial bid shall be informed separately.
A.7	Last date of submission of EMD through RTGS/NEFT	04.05.2022 & 1500 hrs IST
A.8	Pre-Bid Meeting may be arranged through online platform /Site	21.04.2022 , at 1500 hrs
A.9	Earnest Money Deposit	Rs 86,000.00 INR (Rupees Eighty Six Thousands only)
A.10	Estimated Cost	Rs 86 Lacs
A.11	Address for online submission of bids (technical as well as price bid)	Bid must be submitted online on <u>URL:</u> https://www.tenderwizard.com/BOB
A.12	Address for opening of bids	<u>URL:</u> https://www.tenderwizard.com/BOB
A.13	Contact Details of Online Portal facilitator, M/s. e-Procurement Technologies Ltd. (ETL).	Primary Contact Number Mr. Krupesh Rajeev Kulkarni +91-8800907637 Alternate Contact Numbers Mr. Sandeep Gautam : +91-8800496478 Mr. Kamal Mishra : +91-8800115821

Conditional tenders are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.

For any further information on the tender, following offices / persons to be contacted:

1. Mr. Manajit Behura , Sr Manager (Civil)- 022-6698-5073

Email : em.bcc@bankofbaroda.com

2. Mr. G M Das, Chief Manager (Civil) - 022-6698-5106

Email : em.bcc@bankofbaroda.com

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

B.1	Important instructions for E-Tender <ul style="list-style-type: none">• This is an online tender event of Bank of Baroda.• Bidders are requested to read the terms & conditions of this RFP before submitting their online tenders.• Bidders who do not comply with the conditions with proper/necessary documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid. Bidders are requested to upload all the documents called for properly and shall not upload haphazardly and irrelevant documents.• The intending bidders are required to submit their offer electronically through E-Tendering portal. No physical tender is acceptable by Bank.• Online (Part I - Technical Bid) and (Part II - Price Bid) will be done through URL : https://www.tenderwizard.com/BOB•
B.2	General Instructions to Vendors - E Tendering <ul style="list-style-type: none">• To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: www.tenderwizard.com/BOB• The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.
	<u>Tenderwizard Help Desk</u> <ul style="list-style-type: none">• If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tenderwizard Help Desk as per following: Helpdesk Contact No. : +91 11-49424365 Email – eprocurebob@etenderwizard.com <u>Primary Contact Number</u><ul style="list-style-type: none">• Mr. Krunal Mahajan : +91-8800907637• <u>Alternate</u>

	<p><u>ContactNumbers</u></p> <ul style="list-style-type: none"> • Mr. Sandeep Gautam : +91-8800496478 Mr. Kamal Mishra +91-8800115821 • <u>Contact No. for other activities</u> • Registration Help Desk : +91-11-49424365 (Kindly put “REGISTRATION/PROFILE UPDATE” in the subject line of the email to eprocurebob@etenderwizard.com) _ • e-procurement queries : +91-11-49424365 (Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to eprocurebob@etenderwizard.com) <p>Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.</p>
	<p><u>Downloading of Tender Document</u></p> <p>The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.</p>
<p>B.3</p>	<p><u>Preparation & Submission of Bids</u></p> <p>The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.</p>
	<p><u>Do’s and Don’ts for Bidder</u></p> <ol style="list-style-type: none"> i. Registration process for new Bidders should be completed within first week of release of tender. ii. The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance. iii. Bidders have to prepare for submission of their bid documents online well in advance. iv. The encrypt/upload process of soft copy of the bid documents large in number to e- procurement portal may take longer time depending upon bidder’s infrastructure and connectivity. v. To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid. vi. Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.

	<p>vii. Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.</p> <p>viii. Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.</p> <p>ix. Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.</p>
	<p><u>Guidelines to Bidders for Electronic Tendering System</u> <u>Pre-requisites to participate in the Tenders</u></p> <p><u>Registration of bidders on e-procurement portal of Bank of Baroda:</u></p> <p>The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under "Help Manuals/ Latest Circulars/ Formats" on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.</p>
	<p>Preparation of Bid & Guidelines for Digital Certificate</p> <p>The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.</p> <p>The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.</p> <p>Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e., due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.</p> <p>In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.</p> <p>Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the</p>

Tenders processed on the Electronic Tender Management System of Bank of Baroda as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

• **Operating System Requirement**

Windows 7 & above

• **Browser Requirement**

(anyone from following)

Microsoft Internet

Explorer (IE) version 11

and above Mozilla Firefox

- Latest version

Google Chrome - Latest version

Browser settings

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'SmartScreen Filter' in the browser.

Supported File Types

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

Minimum System Configuration

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly

Requirement of utility software

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

Steps to participate in the e-Tenders

Online viewing of Detailed Notice Inviting Tenders The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

➤ Download of Tender Documents

The Pre-qualification / main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via NEFT/RTGS mode & submit the details in the e-procurement portal.

➤ Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

➤ Close for Bidding

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

➤ Online Final Confirmation

After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

➤ Short listing of Bidders for Commercial Bidding Process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

➤ Opening of the Commercial Bids

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank's e-procurement portal after the completion of opening process.

➤ Tender Schedule (Key Dates)

The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of

	the stage as defined in the Tender Schedule.
	<p>Important Points:</p> <p>The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance</p> <ol style="list-style-type: none"> The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.
	<p>Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re- submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB</p> <p>Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.</p>

B.4	Bid Submitting & Opening
	<ul style="list-style-type: none"> Part I Technical bid will be opened electronically on specified date and time as given in the tender. Part II Commercial bid will be opened electronically of only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated the date of opening of Part-II Commercial bid, through valid email provided by them. All entries in the tender should be entered in online technical bid & Price bid Formats without any ambiguity. All notices /corrigendum and correspondence to the registered bidder(s) shall be sent by email only during the process till finalization of tender by Bank of Baroda. Hence the bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration. E-Tender cannot be accessed after the due date and time mentioned in the tender. The process involves Electronic Bidding for submission of Technical and Commercial Bid.
B.5	Submission of Technical Bids
	The TENDER response shall be submitted in two parts. Part I shall comprise

	<p>of Technical Bid plus EMD and Part II shall contain Price Bid. These bids shall be submitted Online.</p> <p>Bidder shall submit Earnest Money Deposit (EMD) amount online through NEFT/RTGS on the details below:</p> <p>Bank: BANK OF BARODA Branch: Bandra East IFSC: BARB0BANEAS ('0' is Zero) (Fifth Letter) Account Type: OD Account No.: 29040400000418</p> <p>Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipt/DD/Banker's cheque or Insurance guarantee or Cheque.</p> <p>Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg . NSIC, MSME,KVIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in place of receipt of NEFT/RTGS.</p> <p>The proposal shall be prepared in English. Name of contact person, e-mail address and phone/fax numbers of the bidder shall also be indicated on the sealed envelopes.</p> <p>Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum in the tender section of Bank's Website and in <u>URL: https://www.tenderwizard.com/BOB</u></p>
B.6	Submission of Commercial Bids
	<ul style="list-style-type: none"> ➤ Price Bids will be submitted online. ➤ The prices offered to the Bank must be in Indian Rupees. ➤ Basic rate should be quoted. ➤ Applicable GST will be added in each head as per price bid format. ➤ L1 will be decided on the overall cost. ➤ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period.
B.7	Pre-Bid Meeting
	<p>A pre-bid meeting shall be arranged at 21.04.2022, at 1500 hrs:</p> <p>Bank of Baroda Facilities Management Department 1st Floor, Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051.</p> <p>Queries received up to two days prior to Pre-bid meeting date only will be addressed during pre-bid meeting and no query shall be raised telephonically. All the queries should be sent to the mail id: em.bcc@bankofbaroda.com.</p> <p>Pre-Bid shall be arranged through online module or at site. Bidder shall submit their name, designation, contact number and email id (only one representative from each firm) to em.bcc@bankofbaroda.com. Suitable site</p>

	<p><u>visit will be arranged on request of bidder.</u></p> <p>Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</p> <p>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On- Line Pre-bid meeting.</p>
B.8	Opening of Technical Bids
	The Technical Bids will be opened online only. No separate intimation will be given to the bidders in this regard.
B.9	Evaluation of Technical Bids
	<p>Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation, based on the criteria laid down hereinabove, will be opened.</p> <p>The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.</p>
B.10	Evaluation of Commercial Bids
	<p>After the technical evaluation of the tenders, the price bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified bidders. Bank may at its discretion, request the shortlisted bidders to give a demonstration of their proposed system at their cost before opening of price bid. This will also be considered as a part of technical evaluation.</p>

	<p>Place of Work and Visit to site: Intending bidder shall visit the site and make him thoroughly acquainted with local site conditions, nature and requirement of works, facilities of transport condition, effective labour and material and removal of rubbish. Bidder should visit the site between the tendering period with prior intimation to dept vide mail.</p> <p>Tender Submission Bidders should upload all the scanned documents as per this tender documents.</p> <p>Agreement: The successful contractor may be required to sign Agreement as may be drawn including all pre-bid minutes, any amendments to Tender documents resulting from the issue of addendum if any, any amendments made / agreed between the contractor and the Bank prior to award of contract as well as where applicable, submissions made by the contractor, all pre-award of contract well as where applicable.</p> <p>Taxes and Duties: The tender must include in their tender prices quoted, for all duties, royalties and any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.</p> <p>Contractor's Employees The Contractor shall comply with the provisions</p>
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of all labour legislation including the requirements of

- (a) Payment of Wages Act
- (b) Minimum Wages Act (Wages to the workers to be paid as per the minimum wages act under Central Govt.
- (c) Employers' Liability Act, Including P. F. Act, Gratuity Act etc.
- (d) Workmen's compensation Act
- (e) Contract Labour (Regulation and Abolition) Act
- (f) Apprentices Act
- (g) Any other Act or enactment relating thereto and Rules and Regulations framed there under from time to time.

The Contractor shall indemnify, keep the Bank indemnified and saved harmless against claims if any of the workmen and all costs and expenses, penalties, prosecutions and punishments as may be incurred suffered or sustained by the Bank in connection with the any claim that may be made by any workmen. Any claim against contractor if found pending, must be done by contractor within a notice of 3 days.

7) Insurance

The Contractor shall indemnify and keep the Bank it's servants or agents indemnified against claims, actions or proceedings bought or instituted against the Bank, it's servants or agents by any of contractor's employees or any other third party in connection with relating to or arising out of the performance of the services under the Agreement. The third party insurance shall cover:

- (a) Personal Injury - Rs. 5.00 lacs
- (b) Property Damage - Rs. 5.00 lacs
- (c) Statutory Compliances - Rs. 5.00 lacs

8) Termination of Contract

If the Contractor fails to perform any of it's obligations under this Agreement and if the Bank is dissatisfied with the services of the contractor, or the Bank or any of its directors, officers or employee faces any penalty or prosecution, the Bank may terminate the services of the Contractor, giving a written notice of two month. The Bank shall not be liable for any cost/ damage/ expenses or any loss whatsoever that the Contractor may suffer on account of notice of termination issued by the Bank

9) Validity of Proposal

The proposals from the bidders shall be valid for a period of 120 days from the date of opening of Price Bid and the bidder shall not withdraw his proposal prior to the expiration of the validity period.

10) Compliance with all statutory requirements

The Contractor shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time and submit report along with all the required proof of compliance to the Bank along. The contractor shall produce all the relevant statutory documents licenses and approvals for inspection by the Bank and the government authorities. Bidder shall assist the Bank for preparing necessary registers/ records that needs to be maintained by the Bank and timely submission of the same to the Labour Office or any other authority.

11) Emergency Telephone Numbers

The Contractor shall provide an emergency telephone number for normal and out of hour's operations with a maximum of two hour response time during any emergency.

13) Occupational Health and Safety

i) With regards to occupational health and safety, the contractor shall adhere to the following:

Comply with applicable local regulatory requirements

ii) Comply with applicable Banks requirements specified in the contract and appendices

iii) Correct all health and safety non-compliances in a timely manner and where there is an immediate danger to health or life, to stop work immediately.

iv) Be liable for liabilities arising due to non-compliance of contractor employees, agents or sub-contractors with applicable requirements.

14) Communication

i. Maintain a system for recording and reporting accidents/ illness occurring at Bank of Baroda premises.

ii. Ensure that contractor employees are trained and suitably qualified for the risks involved.

iii. Implement a communication process with Bank of Baroda and contractor employees on equipment hazards, unsafe conditions or acts and actions required to prevent injury or damage to property and where necessary, to provide suitable and effective means of warning

15) Safety Management

i. Initiate and maintain safety management programs to protect contractor's employees from hazards through procedures, practices, and regular inspection of the work areas, materials, equipment, information and training necessary for safe work performance.

ii. Maintain records including but not limited to contractor employees' training, hazard assessments, communications, permits, licenses and accidental investigations.

In instances, where such work is carried out, implement permit to work programs, including but not limited to hot work, cold work, and entry into confined spaces, work on fire suppression systems and work on high voltage and live electrical equipment's.

16) Payment

The payment to workers is sole responsibility of the contractor and he shall keep Bank indemnified from any type of claims.

17) SAFETY CODE

A. Scaffolds

(i) Suitable scaffolds and safety nets shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from

ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be given on inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)

(ii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in

(iii) Providing suitable fencing for every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1 m.

(iv) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed, No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.

B. Other Safety Measures

(i) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer of the Bank obtained prior to construction.

(ii) During any construction and project works all personnel of the contractor working within the plant / site shall be provided with safety helmets

(iii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

BIDDER'S PROFILE:

All the supporting Documents are required to be uploaded on e-tender's website. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. All the documents uploaded should be attested by the bidder. Bidders are requested to upload only necessary documents as per instruction and need not upload irrelevant documents to the particular point.

Sr .	Description	Bidders Response	Documents Required
C.1	Name of the Bidder/Firm	Enter your Company name.	No Documents required
C.2	Permanent Account Number	Enter Permanent Account No.	Upload supporting document.
C.3	GST No.	Enter GST No.	Upload supporting document.
C.4	Registered Office address	Enter your complete registered office address along with Pin code	Upload supporting document.
C.5	Email Address	Enter at least Five Email addresses	No Documents required
C.6	Phone/Mobile nos.	Enter at least Five Phone/Mobile nos.	No Documents required
C.7	Year of Establishment	Enter year of Establishment	Upload Certificate of Incorporation.
C.8	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	Enter your status of firm.	Upload Certificate of Incorporation.
C.9	Name of Director/Partner/Proprietor	Enter Name of Director/Partner/Proprietor	Upload supporting document.
C.10	Name of the person who have power of attorney or Authorized Signatory	Enter the name.	Please upload supporting document/power of attorney.
C.11	Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Enter Account no., Bank name, NEFT Details, Address of the Bank, Branch Name, IFSC Code and MICR code	Please upload copy of cancelled cheque.
C.12	Net Profit/Loss Made by bidder in 2018-19	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.13	Net Profit/Loss Made by bidder in 2019-20	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.14	Net Profit/Loss Made by bidder in 2020-21	Enter your net profit/loss	Upload Income Tax Return filed for the year.
C.15	Annual Turnover of bidder in 2018-19	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.1	Annual Turnover of	Enter your Annual	Upload Audited Balance

6	bidder in 2019-20	Turnover	Sheet for the year.
C.1 7	Annual Turnover of bidder in 2020-21	Enter your Annual Turnover	Upload Audited Balance Sheet for the year.
C.1 8	Details of EMD submitted to Bank of Baroda	Enter UTR No. and Bank Name along with date	Upload Scanned copy of NEFT/RTGS/Transfer/Deposit Receipt

ELIGIBILITY CRITERIA:

All the supporting Documents are required to be uploaded on e-tendering website. Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. All the documents uploaded should be attested by the bidder.

D.1	Prequalification Criteria for Vendor (Bidder) who is submitting the bid. Company who qualifies all the above criteria can participate in the tender directly or indirectly through authorized Business Partner/System Integrator who qualifies below mentioned criteria.		
	Prequalification Criteria	Bidders Response	Documents Required
D.2	Bidder should have made net profits during last three financial years. (, 2018-19, 2019-2020,2020-21).	Mention in Yes/No.	Copy of the last three years audited financial statements
D.3	Bidder Average Annual turnover of the company of last three years should not be less than 0.26 cr.	Mention in Yes/No.	Copy of the last three years audited financial statements
D.4	Bidder should have experience in the past for in various office /organization across India during the last 7 years as of 31.03. 2022.	Mention in Yes/No.	Copy of Work Order/Work completion certificate.
D.5	The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 31.03. 2022.) a) Three similar completed works each of value not less than the value equal to Rs. 0.35 Cr. OR	Mention in Yes/No.	Copy of Work completion certificate. (The details of value of work, date of completion and satisfactory remark shall be in the report)

	b) Two similar completed works each of value not less than the value equal to Rs. 0.43 Crores. OR C) One similar completed works each of value not less than the value equal to Rs. 0.69 Crores		
D.6	Bidder must be an Indian firm company/organization registered under Companies Act	Mention in Yes/No.	Certificate of incorporation issued by Registrar of Companies
D.7	Bidder should have presence of their Registered office / service office at Mumbai.	Mention in Yes/No.	Copy of address and contact number

***Similar work means providing civil/renovation/retrofitting/furnishing work in semi Govt /Govt and public/Private sector organizations/ Institutions.**

TERMS & CONDITIONS

E.1 General Terms & Conditions

The tender has to be complete in all aspects including registration and licenses to be submitted along with datasheet.

E.2 Earnest Money Deposit (EMD)

Earnest Money Deposit of Rs.86,000/- (Rupees Ninety Thousand only) has to be submitted through NEFT/RTGS on details under Section B.5. The Earnest Money Deposit of unsuccessful bidders will be refunded on acceptance of the work order by the successful bidder. **Earnest Money Deposit shall not carry any interest.** The EMD of successful bidder will be adjusted while settling the final bill.

The Earnest Money Deposit will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank
- The selected bidder withdraws his tender before furnishing Bank Guarantee/Security Deposit as required under this Tender.
- The bidder violates any of the provisions of the terms and conditions of this tender specification

Bidder shall Upload the NEFT/RTGS/Transfer/Deposit receipt. Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped in a separate cover (in lieu of the EMD).

E.3 Initial Security Deposit

An amount equivalent to 2% of the accepted tender value shall be deposited

by the successful bidder towards the Initial security deposit after adjusting the EMD amount. Thus, the contractor has to submit the difference amount only.

The security deposit will be refunded by the bank after the expiry of the contract. Amount of Security Deposit will be rounded off to the nearest thousand.

Bank Guarantee in lieu of Security Deposit is also acceptable.

Standard of Performance:

a). Contractor must perform the complete services (without any negligence) on timely basis using utmost and absolute skill, honesty, loyalty and due care and complying with all the provisions, rules and regulations under applicable laws.. Contractor shall always, without any bias, render Services in the best interest of the Bank. The Contractor shall be afforded every reasonable facility for carrying out of all works relating to the provisions of in the manner laid in the said conditions till the completion of the contract. Any delay, negligence, error, default or deficiency in providing and/or performing the services shall be considered as breach for the purpose of this Agreement. Contractor shall always provide the services through its fully trained and fully equipped officers, employees, agents and representatives.

b.) Timely performance of the contractual obligation shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work soon after but not later than 7th day from the date of issue of letter of intent by the Bank as provided in the said conditions and to perform the job during and within the stipulated contract period.

c). Contractor shall allow the Reserve Bank Of India (RBI) or persons authorized by it to access the documents, records of transaction or any other information given to, stored or processed by Contractor relating to the Bank or this Agreement, within a reasonable time failing which Contractor will be liable to pay any charges/ penalty levied by RBI. Contractor shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to BOB or this Agreement by one or more of RBI officers or employees or other persons duly authorized by RBI.

d) Contractor shall not sub-contract, except with the prior written consent of the Bank, to provide any of the Services under this Agreement.

1. Representations & Warranties of Parties to this Agreement:

Each Party represents, warrants, and covenants to the other Party to this agreement that:

a. Each Party is validly incorporated / constituted and existing and has the requisite corporate and other requisite approvals for executing this Agreement and holds and will keep in force the licenses and approvals required for performing their part of the

obligations hereunder.

- b. The signature and delivery of this Agreement by each Party has been duly authorized and performance by each Party shall not result in the breach of any term or provision of any applicable law, charter, by-law or Agreement to which each Party hereto is a party or by which is bound; and
- c. This Agreement constitutes a valid and binding Agreement

2. Applicable Law and Jurisdiction:

The terms of this contract shall be construed in accordance with the laws of India. All disputes and differences of any kind whatsoever arising of or in connection with the contract whether during or after completion of contract shall be deemed to have arisen at Mumbai and only court in Mumbai shall have jurisdiction to determine the same.

3. Termination:

a.) If the Contractor fails to perform any of its obligations under this Agreement and if the Bank is dissatisfied with the services of the P& FM Service Contractor during the regular and extended period, Bank may terminate the services of the Contractor, at any time by giving two months' notice in writing. In such event, the Bank reserves the right to get the work done / services performed by another agency or contractor of its choice. In that event, the Contractor is bound to make good the additional expenditure, which the Bank may have to incur for the selection of another contractor / service provider. This clause is applicable, if for any reason, the contract is cancelled.

b). Bank should not be liable for any cost/ damage/ expenses or any loss whatsoever that the Contractor may suffer on termination of services by the Bank.

c.) Except for nonpayment, in no other circumstances the Contractor shall have a right to terminate this Agreement.

4. Insurance:

Contractor shall cover all employees, servants and agents under his charge, including waiver of their subrogation, for all statutory compliances like ESIC, PF, Accidental, and Life. Third Party and Property damage Insurances.

5. Indemnity:

a). The Contractor or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents

b). The Contractor shall indemnify and keep the Bank, it's directors, officers, employees or agents indemnified and saved harmless against claims, costs, expenses (including attorney's fees), damages, actions

or proceedings bought or instituted against the Bank, its directors, officers, employees or agents by any of contractor's employees or any other third person or authority in connection with relating to or arising out of the performance of the services under this Agreement.

c). If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or Contract Labour (Regulation and Abolition) Act, 1970 or Employees Provident Fund and Miscellaneous Provisions Act, 1952 any statutory modification or re-enactment thereof or law relating to performance of the services by the contractors to pay compensation to workmen employed by the Contractor in execution of work or providing services, the Bank shall be entitled to recover from the Contractor the amount of compensation so paid and special damages for any persecutions launched and/or penalty or punishment imposed.

6. Dispute Resolution:

a). Bank of Baroda and service provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement. However, if such consultations do not result in satisfaction to either party within thirty (30) days after one party has given written notice to the other to commence such consultations, then either party may refer the dispute to arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or interpretation, breach, termination or invalidity of any term hereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

b). All questions, disputes or differences arising under and out of in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the arbitrator shall be final and binding on the parties. The arbitrators shall refer to the English text of this contract and all proceedings shall be conducted in English.

c). The selected bidder shall not be entitled to suspend the services or the completion of the job, pending resolution of any dispute between the parties and shall continue to render the services in accordance with the provisions of the contract/ agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

7. Notices and other communication:

a). Any and all notices or other communications that are required or desired to be provided to any Party hereto under this Agreement shall be provided in writing and sent personally or by certified or registered post with acknowledgement due or e-mail duly transmitted, facsimile / fax transmission (with hard copy to follow) or overnight courier mail, addressed to the Parties at the addresses and fax number set forth on the signature page.

b). Notices shall be effective receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch. In case the communication is made by facsimile transmission, on the date of successful facsimile transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number). Any Party may change the address and fax number to which notices are to be sent to it by providing written notice to the other Party in one of the manners provided in this provision. Unless otherwise expressly indicated in this Agreement, all references to "days" shall mean calendar days.

8. Assignment:

Either of the Parties shall not assign or otherwise transfer any of its rights or delegate any of its obligations hereunder in any form whatsoever without the written assent of the other Party. Any purported assignment or delegation in violation of the preceding sentence shall be void and of no effect. This Agreement shall be binding upon the Parties' legal respective, successors or permitted assignees or delegates.

9. **Entire Agreement:** This Agreement along with tender and tender response by the Contractor collectively constitutes the entire Agreement between Bank and Contractor and supersedes all prior and contemporaneous communications, understandings, representations and negotiations, with respect to the services and other matters covered by this Agreement.

10. Amendment:

No variation, amendment, modification or waiver of any provision of this Agreement, nor consent to any departure there from, shall in any event be effective unless the same shall be in writing and signed by the authorized representative of each of the Parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11. Severability:

If any term or provision or clause of this Agreement is declared invalid, illegal or unenforceable, the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

If the contract is with a Partnership or an Individual

IN WITNESS WHEREOF the parties hereto have set their respective hands

to these presents and hereof the day and year first hereinabove written

If the contract is with a company.

IN WITNESS WHEREOF the Bank has set its hand to these presents through its duly authorized official and the contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf through its duly authorized representative / Power of Attorney on the day and year first hereinabove written.

Place of Order

Order will be placed by Facilities Management Deptt, Corporate Office Mumbai.

Validity Period of the Offer

The offer shall remain valid for -120- days from the date of tender opening of commercial bid.

Authorized Signatory

The selected Bidder shall submit, at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the bank, with regard to the obligations under the contract.

Bank of Baroda reserves the right to

- Reject any or all responses received in response to the Tender
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Cancel the selection process as per Tender at any stage, without assigning any reason whatsoever
- Alter the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

Cancellation of contract and compensation

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in the following circumstances:

- A. The selected Bidder commits a breach of any of the terms and conditions of the Tender/contract.
- B. The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- C. The progress regarding execution of the contract made by the selected Bidder is found to be unsatisfactory.
- D. If the delivery is delayed by more than three weeks from the due date of de
- E. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions of contract, The Bank would provide 30 days notice to rectify any breach/unsatisfactory progress.

General Rules And Instructions For Guidance Of Bidder:

The contract period will be for three years from the date of written order to commence work which will be subject to annual review of performance.

1. The Bank is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful bidder will be refunded without any interest only after the decision to award the work is taken or after the expiry of the validity period of the tender whichever is later.
2. The acceptance of the tender will rest with Bank of Baroda, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received / cancel the tender process at any stage without assigning any reason thereof. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
3. The Bank reserves the right to waive or change any formalities, irregularities, or inconsistencies in proposal delivery and/or to negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.
4. The Bank reserves to itself the right of accepting the whole or part tender and the bidder shall be bound to perform the same at the rate quoted.
5. All taxes including the sales tax or any other tax on material or finished works like service tax, work's contract tax, turn over tax etc prevailing at the time of tender in respect of this contract shall be payable by the P&FM Service Contractor and the Bank will not entertain any claim whatsoever in this respect.
6. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of Price Bid of the bidders. If any bidder withdraws his tender before the said period or refuses to execute the documents on its selection, the Bank shall be at liberty to forfeit Earnest Money paid along with the tender.
7. It is obligatory on the part of the bidder to sign the tender documents for all the parts with stamp of firm / company and, after the work is awarded, he will have to enter into an Agreement for each part with the Competent Authority of the Bank.
8. The bidder, apart from being a competent contractor, must associate themselves / himself with the agencies of appropriate class.
9. The Contractor shall not assign the contract. He shall not sublet any portion of the contract except with written permission of Bank of Baroda. In case of breach, Bank has liberty to serve notice and rescind the contract.

SECURITY DEPOSIT

The successful bidder has to deposit total 5%(ISD plus retention money of 8% in each running bill subject to maximum 5% of contract amount) of the contract value as security deposit. The earnest money, already submitted / deposited by them will be considered as security deposit on award of contract and balance amount has to be paid within 14 days of award of contract by way of Bank Guarantee issued from a scheduled bank which will be valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider.

FORFEITURE OF EMD

- i). The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" to be issued by the Bank.
- ii) The selected bidder withdraws his tender before furnishing Security Deposit as required under this tender.
- iii) The bidder violates any of the provisions of the tender terms and conditions.

CONTRACTOR TO INFORM HIMSELF FULLY: The Contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the job requirements, schedules of equipment's and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out their own investigations to arrive at the rates quoted in the tender. In this regard they will be given necessary information available with the department but without any guarantee about its accuracy. If the contractor shall have any doubt as to meaning of any portion of the general conditions, or the special conditions or the scope of work or any other matter concerning the contract he shall in good time, before submitting his tender, ascertain the particulars thereof by contacting the concerned officials before tendering. Once a tender is submitted the matter will be decided according to contract conditions etc.

(a) In case of difference between the rates written in figures and words, the rate adopted (in words) for working out the total amount of the item in the tender form, shall be taken as correct. In all other cases the correct rate would be that which is lower.

(b) In all cases of omissions and / or doubts or discrepancies in any item or job requirement, a reference shall be made to the General Manager & Head, Estate Management, whose elucidation, elaboration or decision shall be considered as authentic and final. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

12. All compensation or other sums of money payable by the contractor to the Bank under the terms of this contract may be deducted from the Security Deposit if the amount so permits or from any sums payable to the contractor and the contractors within ten days after such deductions shall make good the amount so deducted

to bring the security deposit to its original level.

13. The Bank shall have right to carry an audit / technical examinations of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organisations as appointed by the Bank. If as a result of the examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum from any payment due to the contractor for such work.

14. The Contractor or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

15. After the award of the contract, if the selected bidder does not perform satisfactorily, the Bank reserves the right to get the contract done by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for the selection of another Service Contractor. This clause is applicable, if for any reason, the contract is cancelled.

16. If for any reason, the Bank is obliged by virtue of the provisions of the Workmen's Compensation Act, 1923 or any statutory modification or re-enactment thereof or any other law relating to workmen to pay compensation to a workmen employed by the Contractor in execution of works or is made to pay any fine or penalty, the Bank shall be entitled to recover from the contractor the amount of compensation fine or penalty so paid.

17. Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder or the contractor and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

I / We hereby declare that I / We have read and understood the above instructions for guidance of bidders.

Witness

Bidder
(Seal)

Signature of

E.10 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing status etc will be a disqualification.

E.11 Arbitration

In the event of a dispute or difference of any nature whatsoever between

Bank and the Bidder during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by Sole **Arbitrator appointed by Bank**. The place of arbitral proceedings shall be at Mumbai. The provisions of Indian Arbitration Act & Conciliation Act 1996 with the revisions thereof shall apply to the arbitration proceeding.

E.12 Indemnity

The Bidder shall indemnify and keep indemnified, protect and save the Bank against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. by the Bidder. The Bidder shall always remain liable to the Bank for any losses suffered by the Bank due to any technical error and negligence or fault on the part of the Bidder. The bidder shall execute an indemnity in favor of Bank on adequate non judicial paper as per Bank's satisfaction.

E.13 No Commitment to Accept Lowest or Any Tender

Bank awards the work to L-1 bidder. However, Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

The Bank reserves the right to make any changes in the terms and condition of the Tender.

The Bank will not be obliged to meet and have discussions with any bidder and/or to listen to any representations.

E.14 Subcontracting

The vendor will not subcontract or permit anyone other than the company personnel to perform any of the work, services or other performance required of the company under this Agreement without the prior written consent of the Bank.

E.15 Governing Language

The governing language shall be English.

OTHER TERMS AND CONDITIONS

1. Adherence to Terms and Conditions

The bidders who wish to submit responses to this tender should note that they should abide by all the terms and conditions contained in the tender. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. Bidders are required to give comments/compliance against each clause and sub clause.

2. Governing Law

The Bids and the subsequent contract with the selected Bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

3. Dispute Resolution

A. Bank of Baroda and service provider shall make every effort to resolve amicably, by direct informal negotiation, any

disagreement or dispute arising between them under or in connection with the agreement. If after 30 days after commencement of such informal negotiations, Bank of Baroda and service provider have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. The matter will be referred for negotiation between authorized representative of the bank and of the selected Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

- B. All questions, disputes or differences arising under and out of , or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the arbitrator shall be final and binding on the parties. The arbitration and reconciliation Act 1996/ amendments thereof and statutory modifications and re-enactments, revisions, if any, thereof , shall apply to the arbitration proceedings and the seat of the arbitration shall be at Mumbai. The expenses will be borne by each party itself. The cost of arbitration, including the fees and expense to be paid to the appointed arbitrator shall be shared equally by the parties unless the award otherwise provides.
- C. The arbitrators shall hold their sittings at Mumbai. The arbitration proceedings shall be conducted in English language. Subject to the above, the procedural law of the arbitration shall be Indian law.
- D. The selected Bidder shall not be entitled to suspend the Services or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Services in accordance with the provisions of the contract/agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4. **Termination for Default**

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, may terminate this contract in whole or in part, if the Bidder fails to perform any obligation(s) under the contract.

In the event of the Bank terminating the contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

5 **Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the selected Bidder s shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the selected Bidder s, premature termination of the contract, and / or legal action against the selected Bidder s for breach of trust.

Selected Bidder shall have to sign a legal non-disclosure agreement with the Bank before starting the project.

The selected Bidder (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan,

drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder shall maintain strict confidentiality.

The selected Bidder, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, the Bank shall take such legal action as it may be advised. The selected Bidder has to maintain confidentiality even after completion/ termination of the contract.

6. **Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

7. **Subcontracting**

The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank.

8. **Single Point Of Contact & Direct Support**

The bank intends the selected Bidder shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of this project, notwithstanding the fact that the selected Bidder may appoint / procure services of third party suppliers, to perform all or part of the obligations contained under this RFP and that the bank may for convenience enter into arrangements, including tripartite agreements, with such third party if selected Bidder required.

9. **Information and Secrecy**

The Bidder must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed. The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder related to the current project.

10. **Other Terms and Conditions**

Bank of Baroda reserves the right to:

- Reject any and all responses received in response to the Tender
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)

- Share the information/ clarifications provided in response to tender by any bidder, with any other bidder(s) /others, in any form.
- Cancel the Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the Tender for inviting the bids or evaluation thereof.
- Modify the quantity or any specifications related to eligibility or technicalities.

11. Bid Rejection Criteria

In the following circumstances bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank.

- Bid submitted by holding company and its subsidiary
 - Bids submitted by one or more companies having common director/s
 - Bids submitted by one or more partnership firms / LLPs having common partners
 - Bids submitted by one or more companies in the same group of promoters / management
 - Any other bid in the sole discretion of the bank is in the nature of multiple bids.
 - Related parties cannot submit bids. In case they do so both/all bids submitted by related parties are liable to be rejected at any stage.
 - Bid submitted not as per terms and conditions
 - Bids submitted without EMD or valid NSIC/MSME/KVIC certificates etc.
 - Those who do not comply the minimum wages act, their applications will not be considered for evaluation of lowest bidder i.e L-1 even after opening of price bid.
12. The Successful Bidder shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Bank may serve a notice in writing on the Successful Bidder rescinding the contract whereupon the security deposit shall stand forfeited, without prejudice to his other remedies against the Successful Bidder.
13. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
14. The contractor shall strictly comply with the provision of safety code.
15. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
16. Bidder shall abide by the Minimum Wage Act, Labour Laws/Bye-laws,

- Shops & Establishment Act etc. of the State Government / Statutory bodies.
17. All necessary permit/license, permission from public authorities etc., if required, has to be arranged by the contractor.
 18. If the quality of material supplied is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by any other agency particularly in case of the following defaults from bidder side.
 19. Bank's discourages the stipulation of any additional conditions by the Bidders along with their offer. The clarifications / conditions etc. of all the Bidders, if any, will be examined and after discussions with all the Bidders in the pre-bid meeting, the conditions acceptable to Bank will be intimated to the Bidders through Addendum/Corrigendum.
 20. All the material should be of the best quality available in the market.
 21. Bank will deduct TDS, other applicable taxes/surcharge/cess etc. as per norms.
 22. Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
 23. Bank reserves the right to select/reject of the tenders. Conditional tenders/offers are liable to be rejected. Dispute, if any, will be subject to Mumbai jurisdiction only.
 24. Faxed or emailed copies of any submission are not acceptable and shall be rejected by the Bank.
 25. All supporting documents duly self-attested with digital signature are to be stamped, scanned, uploaded and attached along with online bid.
 26. Incomplete or partial or faulty submissions shall be rejected.
In case the lowest tenderer backs out or does not respond to the acceptance letter and/or refuses to execute / sign the contract, re-tendering should be done and delisting of the agency backed out should be considered. Action to forfeit the Earnest Money Deposit of such a tenderer shall be taken after issuing requisite notices etc. for forfeiture.
 27. **OPENING OF BIDS:**
Opening of Bids shall be strictly as per schedule under this tender and no request for change in date shall be entertained
Bids not accompanied with EMD will not be opened.
 28. 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 prices stated in the Schedule of Quantities, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
 29. The Contractor shall be responsible for all injury or damage to and property, persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming

the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Bank and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The contractor shall be responsible for any liability which may not be referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the Bank against contractors in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the Bank and which are payable by the contractor under this clause.

30 Termination of Contract by the Bank

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (when and individual, firm or incorporated Company) shall suffer execution

Or other process of Court attaching property to be issued against the Contractor.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of the Bank first had and obtained.

Or shall charge or encumber this Contract or any payments due

Or which may become due to the Contractor hereunder.

31 Bank of Baroda reserves the right, but not any obligation, to undertake a pre-shipment inspection of the complete central system in a factory test environment. For this purpose, Bank of Baroda's personnel may visit the factory site, if required.

32 In case of any default in services as mentioned in the tender, the bidder shall be blacklisted and the information may be shared with other authorities. If the vendor found blacklisted during last -7- years in any of the PSU Bank/ Govt. Organization, then vendor will be disqualified/terminated from the said tender.

- The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of Bank's Architect & Engineer. If in the opinion of the Bank Representative, changes have to be made in the design and with the prior approval in writing of the Bank's Representative, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
 - A schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
 - The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
 - The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in railway freights or any conditions whatsoever. If Bank provides water & electricity, Bank will deduct 0.5 % of the actual value of work done.
 - Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract.
 - Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the tenderer and it shall be reckoned from the seventh day after written order to commence the work is issued.
 - The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete all the work within the specified period he shall be liable to pay compensation of the Conditions of Contract/ work contract. The tenderer shall before commencing work prepare a detailed work program which shall be approved by the Employer. Contractors have to pay Liquidated damages against delay of the work @ 1 % per week of delay of the estimated amount shown in the tender or contract amount whichever is higher per week. Maximum liquidated damages will be 10 % of the accepted contract sum.
- 17 Tenders will be considered only from recognized bonafide contractors in trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost of the proportion of work done by the Contractor in it and the time within which the work were completed.

- 18 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him.
- 19 The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by Bank.
- 20 The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.
- 21 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
- 22 The tenderer shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this tender form.
- 23 The Contractor shall strictly adhere to the rules laid down by the Housing Society for carrying out repair & renovation works in the premises. Any penalty/ fine imposed by the Society due to non-adherence of laid down rules has to be borne by the Contractor.
- 24 The contractor shall strictly comply with the provision of safety code annexed hereto.
- 25 I.S. Code numbers wherever mentioned in the tender shall be the latest version of I.S. codes as on the date of opening of Tenders.
- 26 The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
- 27 **CONTRACTOR TO INFORM HIMSELF FULLY:**
- The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, the specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications and drawings or any other matter concerning the contract he shall in good time, before submitting his tender, put forth the particulars thereof and submit them to the Bank, Mumbai in writing in order that such doubts may be clarified authoritatively in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

Witness Signature **Contractor's Signature.....**

Addresses..... **Address.....**

Date..... **Date.....**

FORM OF TENDER

To,

**ASST. GENERAL MANAGER
Facilities Management
BANK OF BARODA
BARODA CORPORATE CENTRE, GAD BCC
C-26, G – Block, BKC,
Bandra (East), Mumbai – 400 051.**

Dear Sir,

Having examined the drawings, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached bill of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in condition of tender, appendix to the form of tender, articles of agreement, conditions of contract, bill of quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum

Description of works	CIVIL Work at SHARDA BHAVAN, OPP. MITHIBAI COLLEGE, V.M.ROAD, JVPD SCHEME, VILEPARLE (WEST), MUMBAI.
Earnest money deposit	1% of the tender amount
Security deposit	Total 5% of the contract value consisting of initial security deposit 2% of contract value and retention amount @ 8 % to be deducted from the running bills subject to maximum of 5% of the contract value including Initial Security deposit.
Time allowed for completion	60 DAYS from the date of commencement

Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to **BANK OF BARODA** the amount mentioned in the said conditions.

I/we have deposited a sum of **1% of the tender amount** as earnest money in the form of Demand Draft / Bankers Cheque from any schedule Bank other than Clientele Bank only in favour of **BANK OF BARODA** Payable at **Mumbai**. Should I/we fail to execute the contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by **BANK OF BARODA**.

APPENDIX TO FORM OF TENDER

Item	Reference No	Description
Contract value	1(XXii) of GCC	Total value of the tender as accepted by the employer
Date of commencement	37 of GCC	01WEEK From date of work order.
Time of completion	39 of GCC	60 DAYS from the date of Commencement.
Liquidated damages for delay	43 of GCC	1% of the contract value per week or part thereof.
Defect liability period	32 of GCC	365 days from the date of virtual completion certificate.
Earnest Money deposit		1% of the tender amount in the form of DD / Bankers Cheque from any schedule Bank other than Clientele Bank only in favour of BANK OF BARODA Payable at Mumbai in favour of Bank Of Baroda
Insurance	36 of GCC	As per clause 36 of GCC
Minimum value of RA bills	47(iii) of GCC	Rs.20,00,000/-Lacs
Payment of RA bill	47(iii) of GCC	Adhoc payment of 75% of Value As issued by Architect within 7 working days and balance amount within 15 working days after submission of bill with complete information and voucher etc.
Initial Security Deposit		2% of contract value
Submission of final bill	47(iv) of GCC	within 45 days from the date of final completion as certified by the Engineer.
Payment of final bill	47 (iv) of GCC	Within 90 days from the date of submission of the final bill by the contractor
Retention Money	46 of GCC	8% of interim bill subject to maximum of 5% of contract value
Release of security deposit	46 of GCC	50% upon issue of certificate from architect for virtual completion & remaining 50% shall be released after completion of Defect Liability Period of 12 months .
Price variation	29 of GCC	Firm price. No escalation

ARTICLES OF AGREEMENT

(On STAMP PAPER of Rs.200/-)

ARTICLE OF AGREEMENT made thisday of **TWO THOUSAND TWENTY TWO(2022)** BETWEEN the **BANK OF BARODA**, a company incorporated and registered under the Companies Act, 1956 and having its registered Head office at **BANK OF BARODA at FM BCC, Baroda Corporate Centre, C-26, G – Block, BKC, Bandra (East), Mumbai- 400 051** hereinafter called “Employer” (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit, of the one part and (hereinafter called the “Contractor”) (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carryout the **CIVIL** Work at **SHARDA BHAVAN, OPP. MITHIBAI COLLEGE, V.M.ROAD, JVPD SCHEME, VILEPARLE (WEST), MUMBAI**,as mentioned, and has got drawings, specifications and the bill of quantities prepared by their Architects/Consultants, which have been signed or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the special conditions and in the Bill of Quantities and conditions of contract (all of which are collectively hereinafter referred to as “The said terms & conditions”, the works, shown upon the said drawings and/or described” in the said specifications and included in the said bill of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as the said “contract value”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

01. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions; the contractor shall upon and subject to the said terms & conditions execute and complete the works shown on the said drawings, and described in the specifications and/or bill of quantities.
02. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.

03. The said terms & conditions and Appendices thereto shall be read & construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
04. The contract is neither a fixed lump sum a contract nor a piece work contract but is a contract to carry out the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contain in the bill of quantities or as provided in the said contract documents.
05. The contract shall afford every reasonable facility for the carrying out of all works relating to DG Sets in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc. after the completion of such works.
06. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
07. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from date of Letter of Acceptance and to complete the entire work within **60 DAYS** subject nevertheless to the provision for extension of time.
08. All payments by the Employer under this contract will be made only at Mumbai.
09. All disputes arising out of or in any connected with this agreement shall be deemed to have arisen at Mumbai and only court in **MUMBAI** shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the engineer.

IN WITNESS WHEREOF THE Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal of to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written (If the Contractor is a company).

Signature Clause

SIGNED & DELIVERED by the **BANK OF BARODA** by the hand of

Shri _____
(Name and Designation)

_____ in

the presence of

(1) _____

Address _____

(2) _____

Address _____

Witness

SIGNED AND DELIVERED BY

_____ in the presence of

(1)

Address

If the party is a partnership firm of an individual should be signed by all or on behalf of all partners.

(2)

Address

Witness

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1)

(2)

Directors who have signed these presence in token thereof in the presence of

(1)

—

(2)

—

SIGNED AND DELIVERED by the contractor by the hand of Shri

And duly constituted attorney

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

If the Contractor is signing by the hand of power of attorney whether a company or individual.

SECTION-V
GENERAL CONDITIONS OF CONTRACT

01. Definitions & Interpretations

In construing these conditions, the Specifications, Bill of quantities and Contract Agreement etc. the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

- 01a **"Employer" / "Owner"** means – **BANK OF BARODA, BANK OF BARODA at Facilities Management Dept, BCC, Baroda Corporate Centre, C-26, G – Block, BKC, Bandra (East), Mumbai- 400 051**, and includes the Employer's representatives, successors and assigns.
- 01b **"Architect"** means **PRATAP KASHALKAR & ASSOCIATES – 149, B.J.Marg, Thakurdwar, Mumbai- 400 002**, Maharashtra and their authorized nominees and representatives or such other firms / persons, as shall be nominated by the Employer.
- 01c **"Engineer"** means "Bank's Engineer" or their authorities nominees and representatives or such other firm / persons, as shall be nominated by the Employer.

CONTRACTOR shall mean: -

In the case of a Partnership firm:- _____ and _____ trading as partners in the name and style of _____ & having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual Contractor:- Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal successors and legal representatives.

In the case of Company:- _____ a company incorporated under _____20___ and having its registered office at _____ and office at _____ and shall include its successors and assignee.

"Site" shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

"Contract" shall mean the following documents, all duly signed, collective in that order of precedence.

- a. Articles of Agreement
- b. Letter of acceptance of tender / award of work
- c. Special Conditions of Contract
- d. General conditions of contract including clarifications / conditions accepted after the Pre-bid Meeting.
- e. Drawings
- f. Specifications
- g. Bill of Quantities

"Notice in writing" or **"written notice"** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

"Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

"Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total amount of the items in the Tender any sum, either as a percentage or other wise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item and similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

"Works" means the permanent works 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.

"Drawings" means the drawings prepared by the Architects and issued by the Engineer and referred to in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time.

"Bill of Quantities" means the Schedule and Quantities of items, materials & rates, summaries, etc. as finally accepted.

"Specification" means the specifications given in these documents including relevant Indian standard specification where so required and where such a specification is not available, the specification approved by the Architect.

"Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works.

"Materials" means the materials, apparatus, equipment's, fittings, fixtures and all such other material, which are incorporated in the 'work'.

"Virtual Completion of the Works" means the completion of the whole of the works substantially in all respects as evidenced by issuance of a Certificate of Virtual Completion by the Engineer in pursuance of above Clause of the General Conditions of Contract.

"Period of Maintenance / Defect Liability Period" shall mean the period of 365 days (Three hundred sixty five) calculated from the date of virtual completion of the works as certified by the Engineer.

"Urgent Works" means any urgent works, which in the opinion of the Engineer / Employer becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work for which becomes necessary for safety and security or for any other reason, the Engineer / Employer may find it necessary.

"Market Rate" means the rate as decided by the Engineer / Employer on the basis of cost of materials at site inclusive of any tax, duty, octroi etc. at the time of execution of work.

"Approved" means approved in writing; "Approval" means approval in writing.

"Month" means calendar month.

"Week" means seven consecutive calendar days.

"Day" means a calendar day beginning and ending at 00 Hours and 24 hours respectively,

"Contract Value" means the total value of the tender as accepted by the Employer.

Interpretations / Marginal Note / Heading / Catch Lines.

The Marginal Notes, Headings and in the catch lines hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexure hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract.

Words imparting the singular only also include the plural and vice versa where the context requires.

02. Language(s)

The language in which the Contract documents shall be drawn up shall be English only.

03. Errors, Omissions and Discrepancies

3a In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order of precedence shall apply:

3a1 Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

3a2 Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

3a3 Between the written description of the item in the specifications & descriptions in the Bill of Quantities of the same item, the former shall be adopted.

3a4 In case of difference between the rates written in figures and words, the rate in words shall prevail.

3a5 Between the duplicate / subsequent copies of the tender and original tender, the original tender shall be taken as correct.

3a6 In all cases of omissions and / or doubts or discrepancies in any of the items or

specifications, a reference shall be made to the Architect whose elucidation; elaboration or decision shall be considered as authentic and binding.

04. Scope of Contract

The Contract comprises the construction, completion and maintenance of the works and except in so far as the Contract otherwise stipulates the provision of all labour, materials, constructional plant, machinery temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as necessary for providing the same as specified in or reasonably to be inferred from the Contract.

05a Letter of Acceptance / Award

Before signing of the Contract, the Employer shall issue by registered post or by otherwise depositing at the registered office of the Contractor, Letter of Acceptance / Award to enter into a Contract with the Contractor for the execution of the works in accordance with the contract. Until a formal contract agreement is prepared and executed, the tender documents i.e. Volume I, II, III & set of drawings together with the relevant correspondence exchanged from receipt of the tender to acceptance and together with the Employer's letter of Acceptance / Award shall constitute a binding contract between the parties.

05b Contract Agreement

On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within seven days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement.

06. Custody of Drawings & Specifications

The Contract shall be executed in quadruplicate and the Employer, the Architect, the Engineer and the Contractor shall be entitled to one executed copy each for their use. The Contractor on the signing hereof shall be furnished by the Engineer free of cost two copies of all tender Drawings and all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be obtained by him from the Architect on payment of necessary charges to be fixed by the Architect. The Contractor shall keep one copy of all Drawings at the works site and the Employer / Architect / Engineer shall at all reasonable time have access to the same. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Engineer all Drawings and Specifications.

07. Disruption of Progress

The Contractor shall give adequate but not less than 3 weeks' time written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is required to be issued by the Engineer. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

08. Further Drawings and Instructions

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer. The Architect / Engineer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as "Engineer's Instructions" in regard to:-

- 08a Any discrepancy in the Drawings or between the Bill of Quantities and / or Drawings and / or Specification. BOQ will supersede drawings in case of discrepancy.
- 08b Removal from the site of any material brought by the Contractor which is rejected by PMC.
- 08c Removal and / or re-execution of any works executed by the Contractor if found not as per specifications / BOQ.
- 08d The dismissal from the works of any persons employed thereupon.
- 08e The opening up for inspection of any work covered up.
- 08f The amending and making good of any defects under Clause 30 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised such Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Engineer, such shall be deemed to be Engineer's instructions within the scope of the Contract.

09. Contractor's General Responsibilities

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Bill of Quantities and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall immediately and in writing refer the same to the Engineer who shall decide which is to be followed

after consultation with Architect.

The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the Bill of Quantities and rates. Instructions in respect of such additional items and their quantities will be issued in writing by the Engineer with the prior consent in writing of the Employer.

The Contractor must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly to the satisfaction of the Engineer.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements / satisfaction / direction of the Engineer and no deviation on any account will be permitted.

The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and / or manufacture contained in contract documents and as approved by Employer / Architect.

10. **Safety of Site Operations**

The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works. The contractor shall maintain safety as per Standard Industrial Safety Code or any other Code approved by the Engineer.

11. **Watching & Lighting**

The Contractor shall in connection with the Works provide and maintain at his own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary or as directed by the Engineer or as directed by duly constituted authority for the protection of the works or for the safety and convenience of the public or pilferage of materials from site.

12. **Care of Works**

From the commencement to the certified completion of the whole of Works, the contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever the Contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him including his sub-contractors in the course of any operations carried out by him for the purpose of

completing any outstanding work and complying with his obligations under Clause 32 hereof. The Contractor shall indemnify the Employer from all risks on this account.

13a. **Contractor's Senior Representative for Execution & Coordination of Works**

The Contractor shall have on site at all times during working hours throughout the course of the Contract at least one competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at site and shall keep the Engineer and the Employer informed at all times about the name and designation of such representative. Contractor's Senior Representative shall have the power to take joint measurement and sign the measurement books / bills.

Any directions, explanations, instructions or notices given by the Engineer to such representative shall be held to be given to the Contractor.

13b **Contractor's Employees**

The Contractor shall provide and employ after approval from the Engineer on the site in connection with the execution, completion and maintenance of the Works all Engineering staff / technical assistants as are qualified, skilled and experienced in their respective trades, foremen and leading hands as are competent to give proper supervision, ensuring quality & output to the work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion and maintenance of the works.

13c **Removal of Contractor's Employees**

The Contractor shall on the direction of the Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Engineer, be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the Engineer.

13d **Unauthorized Persons**

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

14. **Compliance with Statutes, Regulations, Etc.**

The Contractor shall conform to the provisions of any Act of the legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and / or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so regulations, give to the Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within ten days of submission of such notice, receive such instructions, he shall

proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 28 thereof.

The Contractor shall bring to the attention of the Engineer all notices required for execution by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Engineer for reimbursement at actual.

15. Setting Out

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within the defects liability period the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Engineer.

16a Quality of Materials & Workmanship & Test

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

The Contractor shall upon the instruction of the Engineer / Engineer's Representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. 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 work before incorporation in the works for testing as may be selected and required by the Engineer / Engineer's Representative.

16b Samples

All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the Contractor without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the contractor shall within 7 days of his receipt of Letter of Acceptance, provide to the Architect samples along with the detailed literature of all materials he proposes to use in the work irrespective of the fact that a specific make / material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect / Engineer. Before submitting the samples / literature, the contractor shall satisfy himself that the material /

equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Architect / Engineer shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Architect / Engineer, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Engineer for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

For items of work where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

The Architect / Engineer shall communicate their comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with 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 / equipments, etc. shall be to the account of the contractor. In this respect the decision of the Engineer shall be final.

On delivery of the supplies of materials / equipment for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer and compared with the approved sample and his specific approval obtained before using the same in the work.

16c Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the Specification or Bill of Quantities.

16d Costs of Tests not provided for, etc.

If any test is ordered by the Engineer which is either

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

17. Absence of Specification

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall, in pursuance of Clause 7.0 hereof, so request in

writing well in advance to commencement of the particular work to the Engineer who will issue such detailed information as necessary within a reasonable time.

18. Obtaining Information Related to Execution of Work

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

19. Contractor's Superintendence

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long, thereafter, as the Engineer may consider necessary until the expiry of the "Defects Liability Period" stated hereto.

20. Access for Inspection

The Employer, the Architect, the Engineer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give to the Employer, the Architect, the Engineer and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship. No person not authorized by the Employer or the Architect or the Engineer except the representatives of public authorities shall be allowed on the works at any time.

21a. Examination of Work Before Covering Up

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer of any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or for examining such foundations. If the intimation of same is not provided, then the decision of engineer is final.

21b Uncovering and making openings

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the

requirements of sub-clause (i) of this Clause and are found to be executed in accordance with the contract the expenses of uncovering, making openings in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

22. Assignment

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the contract or any part / share thereof or any interest therein without the prior written consent of the Employer / Architect and no undertaking shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

23. Quantities

23a The Bill of Quantities (BOQ), unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement and quantities in B.O.Q. are to be considered as estimated and not accurate. The rates quoted shall remain valid for variation of quantity against each individual items to any extent subject to maximum variation of the contract value by $\pm 25\%$. The entire amount paid under Clause 27, 28 hereof and 29 of SCC as well as amounts of prime costs and provisional sums, if any, shall be excluded.

23b Variation Exceeding 25%: The items of work executed in relation to variation exceeding 25% of contract value shall be paid on the basis of provision of above Clause hereof.

24. Works to be Measured

The Engineer may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Representative to assist the Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Representative, then the measurement taken by the Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

The Engineer shall take joint measurements with the contractor and the measurements shall be entered in the measurement book / sheet by the Engineer's representative.

The Contractor or his Representative may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made without the Engineer's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

Period of Final Measurement

The entry for the period of final measurement after completion shall be made after taking into account the complexity of the work and staff available for carrying out measurements.

All hidden works shall have already been measured as the work progressed.

It should be noted that unless a longer period is stipulated, the condition of contract generally lays down three months (maximum) from the date of completion of the contract as the period of final measurement.

Even though the maximum period of three months is mentioned, it shall be endeavored to complete the measurement as expeditiously as possible.

25. Claims

The Contractor shall send to the Engineer once in every month an account giving particulars as complete and fully detailed as required of all claims for any additional expenses claims, to which the Contractor may consider himself entitled and of all extra or additional / substituted work ordered by the Engineer which he has executed during the preceding month subject of provisions under relevant clauses of contract hereof, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity notified the Engineer in writing that he intends to make a claim for such work and thereafter send complete and detailed particulars of the claim to the Engineer as directed by the Engineer but not later than 10 days from the date of notification of his claim.

26. Variations

No alteration, omission or variation ordered in writing by the Engineer shall vitiate this contract. In case the Employer / Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the Engineer shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Engineer in accordance with the provisions of Clause 28 hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

27. Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under authority of the Engineer with the concurrence 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.

- 27a 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.
- 27b Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.
- 27c The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereof.
- 27d 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 date of receipt of order to carry out the work, inform the Engineer of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the Engineer shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- 27e Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates stated in the tender of the Priced Bill of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Engineer, the workman's names) and materials employed be delivered for verification to the Engineer at or before the end of the week following that in which the work has been executed.
- 27f It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "market rate basis", for material, labour, hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 39 hereof.

28. Work is to be carried out to the Satisfaction of Architect / Engineer

The Contractor shall carry out all the works strictly in accordance with Drawings,

detailed Specifications and instructions of the Architect / Engineer. If in the opinion of the Architect changes have to be made in the works, the Contractor shall carry out the same, and payment, if any, arising out of these shall be made as per the terms of the contract.

29a. Removal of Improper Work & Materials

The Engineer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Engineer are not in accordance with the Specifications or the instructions of the Engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Engineer shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

29b Default of Contractor in Compliance

If the Contractor after receipt of written notice from the Engineer requiring compliance within ten days fails to comply with such further drawings and / or Engineer's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

29c Inspection & Testing During Manufacture

The Engineer shall be entitled during manufacture to inspect, examine and test on the Contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials / items to be supplied under the Contract, and if part of the said materials / items are being manufactured on other premises the Contractor shall obtain for the Engineer permission to inspect, examine and test as if the said Plant were manufacturing on the Contractors premises. Such inspection, examination or testing if made shall not relieve the Contractor from any obligation under the Contract.

29d Dates for Inspection & Testing

The Contractor shall agree with the Engineer the date on and the place at which any plant / works will be ready for testing as provided in the Contract and unless the Engineer shall attend at the place so named on the date agreed the Contractor may proceed with the tests, which shall be deemed to have been made in the Engineer's presence, and shall forthwith forward to the Engineer duly certified copies of the test readings. The Engineer shall give the Contractor 24 hours notice in writing of his

intention to attend the tests. All costs of testing shall be borne by the contractor. All outstation travel expenses shall be borne by the owner but in case re-inspections are required as per clause No. 30 (ix) the travel expenses shall be on contractors account.

29e Facilities for Testing at Manufacturer's Works

Where the Contract provides for tests on the premises of the Contractor or of any sub-contractor the Contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

29f Certificate of Testing

As and when fabricated materials shall pass the tests referred in this, the Engineer shall furnish to the Contractor a certificate in writing to that effect.

29g Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion under Clause 17.0) the Engineer shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The Contractor shall with all speed make good the defect or ensures that the material complies with the Contract. Thereafter, if required by the Engineer, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

29h Delivery of Materials & Equipment

Unless the Engineer shall otherwise direct, no material shall be delivered to site until the Engineer shall have issued, in respect of such material, a certificate under Clause 30 (vi) (Certificate of Testing). Likewise Fabricated Materials or Contractor's Equipment shall be delivered to Site only upon an authorization in writing applied for and obtained by the Contractor from the Engineer.

The Contractor shall be responsible for the reception on site of all Materials and Contractor's Equipment delivered for the purposes of the Contract.

29i Inspection & Testing and Re-inspection & Retesting

All deficiencies revealed by testing and inspection shall be rectified by the Contractor at his own expense and to the satisfaction and approval of the Engineer. Rectified components shall be subject to retesting and re-inspection.

29j Inspection Reports

The Contractor shall provide the Engineer with five copies of reports of all inspections and tests.

30. Virtual Completion Certificate

The Engineer shall issue the virtual completion certificate when in his opinion, the works have been substantially completed in all respects and necessary approvals are obtained by the Contractor. The Defects Liability Period shall commence from the date of virtual completion as certified by the Engineer.

31. Defect Liability Period

- The Defects Liability Period (DLP) shall be twelve months excepting for very small works consisting 1,00,000 and less where it can be for six months.
- It must be realized that this period is for exposure of “latent defects” such as settlements, shrinkages or expansion cracks, undue weathering and wear due to faulty material and workmanship.
- The DLP commences from the certified date of Virtual Completion, issued jointly by the Bank’s Premises Department and the Architects.
- In specialist contracts viz., for anti-termite and water-proofing treatment and the like, where the work is warranted to remain efficient and trouble-free for ten years through a specific guarantee (format of Guarantee attached), on a stamp paper, an appropriately worded amendment should be included in the contract documents to point out that the period of warranty supersedes the defects liability period stated in conditions of contract.
- Whenever the Bank is of the view that the defects in the workmanship and/ or materials used are likely to be apparent only over a long period, the Defect Liability Period may be extended as deemed fit.
- Detailed Defect Liability period clause embodying all the safeguards needs to be incorporated in the bid documents and in the resultant contract In the contracts involving installation/commissioning of equipments, the defect-liability period should be reckoned only from the date of installation/commissioning. However, in case supply and installation have to be executed through separate contract due to some compelling reasons, both the contracts should be processed in such a manner that the time-gap between supply and commissioning is minimal.

32. Approval Only by No Dues Certificate

32a Final Completion Certificate

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / Engineer, the Contractor shall ensure that the following works have been completed to the satisfaction of Engineer : (a) clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery (b) demolish, dismantle and remove all Contractor's site offices and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Owner and not incorporated in the permanent works (c) remove all rubbish,

debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer (d) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the Contractor (e) All defects / imperfections have been attended & rectified to full satisfaction of the Engineer during the Defect Liability Period. Unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

Upon the satisfactory fulfillment by Contractor as stated above, the Contractor shall be entitled to apply to the Engineer for a Final Completion Certificate in respect of the entire work.

If the Engineer is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the Engineer shall within 14 (fourteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

This issuance of a Completion Certificate shall be without prejudice to the Employer's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate 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 work or the works at the site and in respect of which the Final Completion Certificate has been issued.

32b No Dues Certificate

The Contract shall remain valid and shall remain incomplete until no dues Certificate shall have been signed by the Engineer and delivered to the Employer with a copy to the contractor. Such a certificate shall be given by the engineer within 30 days of completion of defects liability period (the last period to be considered if different periods to be considered if different parts of the work) or within 30 days from the date of payment of final bill whichever is later.

33a Prime Cost Items

The material(s) required for execution of any item for which a sum has been provided as a prime cost price in the tender, shall be procured by the contractor on Employer's instruction from an agency nominated by the Employer. Every sum in the bill of quantities, which contains either as a whole or part the amount as prime cost price of the materials shall be varied by substitution of the actual cost of the materials.

No variation shall be made in respect to the percentage quoted for labour and to cover for overheads & profits on account of variation in the prices, as above.

33b Provisional Sums

Every provisional sum other than Prime Cost items under sub-clause (i) of this clause set out in the Bill of Quantities whether for work to be executed by the Contractor which has not been specified in detail when the Contract is entered into or for work to be executed by a nominated Sub-Contractor as hereinafter defined together with the charges and profits, if any, which the Contractor shall have added to such sums shall be deducted from the Contract Value and in lieu thereof shall be added to the Contract Value.

33ba Where work to which the provisional sum relates has been ordered by the Engineer and executed by the Contractor the value of the work so executed valued in accordance with Clause 37c hereof and,

33bb Various items together with lump sum amounts for each of them have been indicated under a separate heading of Provisional Sums, in the B.O.Q. These items are such for which details have not been finalized when the contract is entered into. These items will be got executed either through the Contractor or through a nominated Sub-Contractor, entirely at the discretion of the Employer and shall be paid on the basis of actual cost of each item plus a percentage rate to be quoted by the Contractor to cover his efforts towards co-ordination / assistance including his overheads and profits. No claim shall be entertained if any or all items under the heading of provisional sums are deleted by the Employer from the scope of work to be executed by the Contractor. No further escalation shall be payable on these items. The amounts for these items shall not be considered for variation in contract value as per Clause 24 of GCC.

33bc Use of Provisional Items

All sums set out in the Bill of Quantities, which shall be stated to be Provisional shall be used only at the direction & sole discretion of the Employer / Engineer and if not used either wholly or in part, unused amount shall be deducted from the Contract Value. The provisional sum as well as payments made to contractor for assistance / co-ordination / carrying out of works therein shall not be considered for deciding variation in contract value as per Clause 24 of GCC.

33c Production of Vouchers, Etc.

The Contractor shall when required by the Employer / Engineer produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional sums or Prime Cost items.

33d Nominated Sub-contractors / Objection to Nomination

All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods for which prime cost items or provisional sums are included in the Bill of Quantities and / or Specification who may be nominated or selected by the Employer / Architect are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub- Contractors.

- 33da No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Engineer and Contractor shall otherwise agree) who will not enter into a contract providing:
- 33db That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this contract.
- 33dc That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- 33e Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of payment from the Employer provided that before any Certificate is issued, the Contractor shall upon request furnish to the Engineer proof that all nominated Sub-Contractor's accounts included in previous certificates have been duly discharged, in default whereof the Employer may pay the same upon a Certificate of the Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

34. **Work by Other Agencies**

The Employer / Engineer reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the Contractor shall allow all reasonable facilities for the execution of such work and carry out his work in coordination / cooperation with other agencies, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work

35. **Insurance Policies**

Comprehensive insurance cover for men and materials including 3rd party apart from being a statutory obligation has to be provided in the contract to safeguard the interest of the organization. Avoiding insurance cover may jeopardize the safety of men and materials and may result in serious legal complications in case of any mishap. Therefore, a. comprehensive all risk insurance clause needs to be incorporated and implemented. In case of extension of time, the insurance should also be extended suitably.

The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor / omission on

the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, fire, flood or high tide or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy (CAR Policy) for Insurance for an amount equal to 125% of Contract value including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the employer before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a third party insurance policy in the joint names of the Employer and the contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.5 lacs per person for any one accident or occurrence and Rs.20 lacs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-contractor and shall be at his own expense effect and maintain until the virtual completion of the contract, with an Insurance Company, approved by the Employer, a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as provided above, the employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges & other expenses paid by the employer and which are payable by the contractor under this clause.

The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Engineer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

36. Commencement of Works

Within 1 day from the date of issue of acceptance letter, the contractor shall begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

37a. Possession of Site

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will within 1 day from the Engineer's written order to commence the Works give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the programme referred to in Clause 50 hereof (if any) and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Engineer, make & will from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the Engineer shall grant an extension of time for the completion of the works without any compensation for delay.

37b Way leaves, etc.

The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

38. Time for Completion

The entire work is to be completed in all respects within the time stated in Appendix to "Form of Tender" or such extended time as may be allowed under clause 40 hereof. Time is the essence of the contract and shall be strictly observed by the contractor.

If required in the contract or as directed by the Engineer, the contractor shall complete certain portion of the work before the completion of the whole of the work. However the completion date for whole of the work shall not change.

39. Extension of Time for Completion

The Site Engineer should closely watch the progress of the contract and if the work is not likely to be completed in Time and as per Progress Chart, he would recommend for a Special Review meeting between the Architect, the Employer and

the contractor, to review the reasons for delay and whether it could be reduced / eliminated by any other corrective action. However, if, for any reasons this is not possible, the contractor shall apply for extension of time, well in advance. Proforma for Applications for Extension of Time Period is given in Annexure IV.

Contractor's application shall be forwarded to the Competent Authority by the Site Engineer with his observations / recommendations for consideration by the Competent Authority.

The letter to contractor granting extension of time under the signature of the Competent Authority shall also direct the contractor to extend the validity of the following:

- Initial Security Deposit (kept in fixed deposit with the Bank)
- Bank Guarantee in lieu of security deposit if any.
- Insurance Policies concerning the work.

Registration of the employer (Bank) and the license of the contractor as per the Contract Labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules, 1971.

The Site Engineer shall re-schedule the Master Programme and the time and Progress Charts to fall in line with the extended Contract Time.

The contractor shall be warned in the letter granting extension of time that the currently granted extension of time shall not be construed as amounting to a waiver on the part of the employer of his right to charge and recover liquidated damages from the contractor for his future defaults either in conforming to sectional programme as depicted in Time and Progress Chart or complying the date of completion of the contract and also that time continues to be the essence of the contract and future defaults shall entail liquidated damages and other consequences as provided in the contract.

40a **Rate of Progress**

The 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 Engineer. Should the rate of progress of the Works or any part thereof be at any time be in the opinion of the Engineer too slow to ensure the completion of the whole of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as considered necessary by the Engineer to expedite progress so as to complete the Works by the prescribed time or extended time for completion. Such communications from the Engineer neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise claims arising out of such directions.

40b **Work during Night or on Holidays**

Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as herein provided be carried on during the night or on Holidays without the permission in writing of the Engineer, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety

of the Works in which case the Contractor shall immediately advise the Engineer, provided always that the provisions of this clause shall not be applicable in the case of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required / continued with the prior approval of the Engineer.

All work at night shall be carried out without unreasonable noise & disturbance and with the approval of the Engineer & in addition that of the local authority, if so applicable. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs, charges & expenses whatsoever in regard or in relation to such liability.

41. Suspension of Work

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site on costs and overhead costs of the Contract relating to the works done or incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall, be borne and paid by the Employer unless such suspension is :

41a otherwise provided for in the Contract

OR

41b necessary by reason of inclement weather conditions affecting adversely the safety or quality of the Works.

OR

41c necessary by reason of some default on the part of the contractor

Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment and / or extension of time under relevant Clause hereof to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable and the Engineer's decision shall be final and binding.

42. Liquidated Damages for Delay

If the Contractor fails to complete the works by the period stated in the Appendix or within any extended time under Clause 40 hereof and the Engineer certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or extended completion date, as the case may be, the

Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete or the Employer may deduct such damages from any monies due to the Contractor.

43a. **Default of Contractor**

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it as pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Engineer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Engineer.

OR if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

OR shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

OR shall assign or sublet this Contract without the consent in writing of the Employer.

OR shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

OR if the Engineer shall certify in writing to the Employer that the Contractor.

43b Has abandoned the Contract, or

43c Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Engineer's notice to proceed with the work

OR

43d Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon,

OR

43e Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Engineer written notice that the said materials or work were condemned and rejected by the Engineer under these conditions,

OR

- 43f Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed & performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon, thereafter, as convenient the Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Engineer shall, thereafter, ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, & the Certificate of the Engineer shall be final and conclusive between the parties.

43g **Default of Employer**

If the payment of the amount payable by the Employer under Certificate of the Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Engineer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor

shall be at liberty to determine the Contract by notice in writing to the Employer, through the Engineer, and he shall be entitled to recover from the Employer, payment for all works executed at site. All other expenditure to be borne by the Contractor.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 28 hereof.

44a Determination of Contract

The Employer shall in addition to any other power enabling him to determine the Contract have power to determine the Contract at any time by giving not less than fourteen (14) days notice in writing to the Contractor and on the expiry of such notice the Contractor shall (with the exception of this clause and clause 44 hereof) forthwith determine but without prejudice to the claims of either party in respect of any antecedent breach thereof.

44b Compliance with Engineer's Direction on Determination

If the Contract shall be determined under the provisions of the clause 45 (i) the Contractor shall with all reasonable dispatch comply with the directions of the Engineer in respect to :

44ba Cancellation of outstanding commitments

44bb Performance of further work required for the protection of work executed.

44bc The removal of Constructional Plant Temporary Works and materials from the Site

44bd Any other matters arising out of the Contract with regard to which the Engineer decides that directions are necessary or expedient.

44c Payment on Determination

In the event of the Contract being determined under the provisions of this Clause the sum payable to the Contractor shall be such sum as would have been payable under Clause 47 hereof as if the contract had been determined by the Employer under the provision of Clause 45 hereof and

44ca The reasonable cost of complying with the Engineer's directions under sub-clause hereof

44cb Such reasonable sum as may be agreed between the parties or in default of agreement settled by arbitration in respect of the Contractor's overheads including any sums properly and necessarily incurred as the direct result of such determination.

44d The Engineer has a right to ascertain the happening of any contingency, including but not limited to the contingencies listed below, which would vest in the Employer certain powers including, but not limited to, taking possession of the work so far as it has been performed, and to completing the work either by himself or by employing

some other Agency, retaining property of the Contractor, such as materials, plant or money already due to the Contractor:

- 44da Failure of Contractor to proceed with or complete the works in the time or manner stipulated
- 44db Contractor's bankruptcy
- 44dc Failure of Contractor to commence the work
- 44dd Failure of Contractor to regularly proceed with the work for a certain fixed period
- 44de Failure of Contractor to proceed to the satisfaction of the Employer or the Engineer
- 44df Failure of Contractor to proceed with the work for any reason independent of prevention by Employer
- 44dg If in the Engineer's opinion, the Contractor is not exercising due diligence and proceeding with such dispatch as will enable the works to be duly completed in time
- 44dh Failure of Contractor in complying with the orders and directions given by the Engineer
- 44di Failure of Contractor in complying with the Specification, stipulations, conditions or Drgs.
- 44dj The Contractor being guilty of any default in the fulfillment of the contract
- 44dk The Contractor leaves the work unfinished
- 44dl Failure of Contractor, after due notice, to rectify defective work
- 44dm The Contractor renouncing materials from site and
- 44dn Failure of Contractor to maintain the works

45. **Security Deposit / Retention Money**
Initial Security Deposit (ISD)

The amount of Initial Security Deposit shall be 2% of the accepted value of the tender including the Earnest Money Deposit, subject to a ceiling of 5.00 lakhs. The ceiling may be increased to a proportionately logical limit for big projects.

The Initial Security Deposit will be paid by the contractor to the Bank within 14 (fourteen) days of intimation to him of the acceptance of his tender. Bank Guarantee of like amount from any scheduled Bank may be also accepted in lieu of Cash Deposit for ISD.

The Initial Security Deposit may also be paid by contractor in form of fixed deposit receipt (FDR in the joint name of Bank & Contractor) with the Bank for the duration of the contract period and refunded/released to the contractor, along with accrued interest, after the issue of the certificate of virtual completion.

Retention Money (RM)

The retention percentage (i.e. deduction from interim bill) shall be 8% of the gross value of each interim bill.

The maximum amount of retention money shall be the balance amount of the Total Security Deposit.

50% of the retention amount is refunded to the contractor on completion subject to the following:

Issue of Virtual Completion Certificate by the Architect / Premises Department.

Contractor's removal of his materials, equipment, labour force, temporary sheds / stores etc. from the site, (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank).

The remaining 50% of the amount may be refunded 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the Contract, including site clearance.

The retention amount can be kept with the Bank in the form of a Fixed Deposit pledged to the Bank or Bank Guarantee.

46. Certificates & Payment

46a Secured Advance on Materials at Site

The Contractor will be paid secured advance against the materials brought and stacked at site for use in permanent works and in the opinion of the Engineer are required to be procured in advance. The advance paid for the materials stacked at site shall be maximum 80% of the cost of the materials or 65% of the relevant item rate, whichever is less at the discretion of Engineer and the Contractor shall produce necessary vouchers / documents in support of cost of each material. No advance shall be admitted for perishable and materials procured prematurely as decided by the Engineer.

Where in any Certificate (of which the Contractor has received payment), the Engineer has included the value of any unfixed materials intended for and / or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Engineer. The Contractor shall be liable for any loss of, or damage to, such materials.

The materials shall also be in conformity with contract specifications and of approved quality as stated in relevant clauses hereof. This advance shall be made on the basis of the quantity of each material lying at site at the time of preparation of each interim bill. The Contractor shall sign indemnity bond for any loss either due to theft or fire etc.

46b **Running Bill Payments**

The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to be issued by the Engineer to the Contractor on account of the works executed when in the opinion of the Engineer, work to the approximate value named in the Appendix to form of tender "Minimum value of Work for Interim Certificate" (or less at the sole discretion of the Engineer) has been executed in accordance with this contract, subject to a retention of the percentage of such value named in the Appendix to form of tender hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in the Appendix to form of tender as 'Security Deposit'.

46c The contractor shall be paid two bills in a month, which shall include work done and secured advance against material. If in the opinion of the Engineer the progress of the work warrants a third payment in a month, the same shall be so arranged by the Employer.

46d After submission of bill along with complete information, vouchers etc. to the satisfaction of the Engineer & after making necessary deductions toward GST & other recoveries deductible at source, the bill will be paid as follows:

46da An ADHOC PAYMENT of 75% of the value of work done as assessed by the Engineer shall be released within 7 working days by the Employer, after certification by the Engineer who will certify within 4 working days of submission of Bill including furnishing of all relevant documents.

46db Balance amount shall be certified by the Engineer within 10 working days of submission of bill and payment shall be released by the Employer within 5 working days of certificate receipt.

46e **Final Bill**

The Contractor shall submit final bill within 45 days from the date of issue of virtual completion certificate with all relevant information and details including as-built drawings, operation and maintenance manual, photographs etc. complete. The last date of submission of all relevant documents shall be reckoned as the date of final submission.

46f The Engineer within 45 days of submission of the final bill shall issue a certificate of payment against the final bill to the Employer who shall thereupon, within 45 days from the date of receipt of the certificate shall release the balance payment to the contractor after affecting all recoveries, including advances & payments against interim certificates.

46g The Engineer shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.

46h The Engineer may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

46i No payment shall be made to the Contractor if the Contractor fails to insure the works & keep them insured till the issue of the Virtual Completion Certificate.

47. Settlement of Disputes and Differences

47a The Contractor shall try to settle all matters pertaining to this contract first with the Engineer. The decision of the Engineer may be in the form of a certificate, instruction or otherwise. The decision, opinion, direction, certificate for payment with respect to all or any of the matters under Clauses 18, 30, 31 and 32 hereof (which matters are hereinafter referred to as excepted matters) of the Engineer shall be final and conclusive and binding on the Contractor and Employer and shall be without appeal.

47b All other disputes and differences of any kind whatsoever between the Contractor and the Engineer arising out of or in connection with the contract or carrying out the works (whether during progress of work or within defects liability period and whether before or within 365 days of determination / abandonment / breach of the contract) shall then be referred by the Contractor to the Employer giving inter-alia full details of matter under dispute and the reasons thereof. The Employer shall within a period of 60 days from the receipt of such reference from the contractor, give his decision in writing. If the Contractor is dissatisfied with the decision of the Employer, he can refer the matter for arbitration by serving a written notice on the Employer, through the Engineer within a period of 28 days of such decision. The notice shall specify the matters with full details and amount, which are in dispute and referred for arbitration.

48. Programme of Works

48a Detailed Programme to be Furnished:

Within 15 days of receiving letter of Acceptance / Award the Contractor shall prepare and submit a detailed programme of works in the form of a Bar Chart / Mile stone network showing all activities & the order of procedure in which he proposes to carry out the works including labour histogram, cash flow and deployment of equipments. Within 15 days from the date of submission, the Engineer shall convey to the Contractor his comment / approval on the programme.

The contractor shall be required to submit the PERT / CPM chart for the various activities involved in this work including dependencies etc., and regularly monitor the progress of works accordingly.

48b Programme to be Modified

Subject to the provisions of Clause 39 hereof, if at any time it should appear to the Engineer that the actual progress of the works does not conform to the approved programme referred to in sub-clause (i) of this Clause, the Contractor shall produce a revised & detailed programme showing the modifications to the original programme

necessary to ensure the completion of the works within the time for completion as defined in Clause 39 hereof.

(iii) **Cash Flow**

48c The detailed programmes shall also show the estimated Cash flow required for each month to complete the works.

48d **Progress Report**

Four copies of monthly progress reports containing the following shall be submitted by the Contractor to the Employer through the Engineer on or before the 5th day of the next month.

48da Monthly detailed progress report showing the progress of individual activities of programme as achieved at site till such period and being suitably marked on the approved network diagram, or as directed by the Engineer, shall be provided by the Contractor indicating the actual state of progress during the course of the contract, together with other details of procurement & delivery schedules of materials / equipments, as required by the Engineer.

48db Labour report in the form prescribed by the Engineer.

48dc Equipment & machinery report in the form prescribed by the Engineer.

48dd Supervisory staff report in the form prescribed by the Engineer.

48de Remedial Measures for covering up delay, if any,

48df Bottlenecks and hindrances,

48dg Minimum 5 Nos. of colour photographs of 7" x 5" with each report showing the progress of works.

Apart from the above the Contractor shall submit daily report indicating regular deployment of his staff and workers, equipments, important stages of progress, procurement of construction materials etc. as approved by the Engineer.

49. **Urgent Repairs**

If by reason of any accident or failure or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works or during the Period of Defect Liability / Maintenance any remedial or other work or repair shall, in the opinion of the Engineer or Engineer's representative be urgently necessary for security and safety of life or for the works or of adjoining property and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ his own or other workmen do such work or repair, as the Engineer or the Engineer's representative may consider necessary. If the work or repair so done by the

Employer which is in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all costs and charges incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's representative (as the case may be) shall, as soon after the occurrence of any such emergency, as may be reasonably practicable notify, the Contractor thereof in writing.

50. **Contractor to Search**

The Contractor shall, if required by the Engineer in writing, search, test as shall be necessary to determine the cause of any defect, imperfection or fault under the directions of the Engineer. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 30 hereof.

51. **Interference with Traffic and Adjoining Properties**

All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as in compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible.

52a. **Extraordinary Traffic**

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his sub-contractors and in particular shall select routes and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

52b **Special Loads**

Should it be found necessary for the Contractor to move one or more loads of Constructional Plant Machinery or pre-constructed units or parts of units of work over part of a highway or bridge the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out then the Contractor shall adopt proper & adequate measures and shall be responsible for all the costs and consequences thereof.

52c Settlement of Extra Ordinary Traffic Claims

If during the carrying out of the works at any time or thereafter the Employer shall receive any claim arising out of the execution by the Contractor of the Works in respect of damage or injury to highways or bridges he shall immediately report the same to the Engineer and the Contractor and thereafter the Contractor shall negotiate the settlement of and pay all sums due in respect of such claims and shall indemnify the Employer in respect thereof and in respect of all claims, demands, proceedings, damages, costs charges and expenses in relation thereto provided always that if and so far as any such claims or part thereof shall in the opinion of the Engineer be due to any failure on the part of the Contractor to observe and perform his obligations then the amount certified by the Engineer to be due to such failure shall be paid by the Contractor.

53a Contractor to Keep Site Clear

During the progress of the works the Contractor shall keep the site reasonably free from all unnecessary obstruction and shall store or dispose of any constructional plant and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works which are no longer required.

53b Clearance of Site on Completion

On the completion of the Works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the full satisfaction of the Engineer / local authorities not later than 30 days from the virtual completion of the works or by such other later date as fixed by the Engineer.

54 Construction Plant

54a Definition

For the Purpose of this Clause

54aa The expression "Constructional Plant" shall be deemed to exclude vehicles engaged in transporting any plant, equipment or materials & staff to or from the site.

54ab The expression "Hired Plant" shall mean any Constructional Plant, Temporary Works and materials for Temporary Works held by the Contractor under any agreement for hire thereof.

54ac The expression "Hire Purchase Plant" shall mean any Constructional Plant Temporary Works and materials for Temporary Works held by the Contractor under any agreement for hire purchase thereof.

54b Hire Purchase of Plant Exclusively for Works

All Constructional Plant, Temporary Works and materials owned by the Contractor or by any person, company or firm in which the Contractor has a controlling interest shall when brought on to the Site (or in the case of Hire Purchase Plant on the Site on its becoming the property of the Contractor) shall be deemed to be exclusively intended for execution of the works and shall be deemed to be the property of the Employer till completion of the works.

54c Conditions of Hire of Certain Plant

With a view to securing in the event of a forfeiture under Clause 45 hereof the continued availability for the purpose of executing the Works of any of Hired Plant the Contractor shall not bring on to the Site any Hired Plant unless there is an agreement for the hire thereof which contains a provision that the owner thereof will on request in writing made by the Employer within seven days after the date on which any such forfeiture has become effective and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Hired Plant to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of completing the works.

54d Cost of Hiring Plants for purposes of Clause 45

In the event of the Employer entering into any agreement for hire of Hired Plant pursuant to the provisions of Sub-Clause (iii) of this Clause all sums properly paid by the Employer under the provisions of any such agreement and all expenses incurred by him (including stamp duties) in entering in to such agreement shall be deemed for the purpose of Clause 45 hereof to be part of the cost of completing the Works.

54e Contractor's Certificate as to Hiring Provisions

The Contractor shall upon request made by the Engineer at any time in relation to any item of Hired Plant forthwith notify to the Engineer in the name and address of the owner thereof and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements of sub-clause (iii) of this Clause. The Contractor shall also upon request as aforesaid give a like notification (but without certificate) in regard to any Hire Purchase Plant. The Contractor shall upon the request made by the Engineer provide the Engineer with true copy/copies of such agreement(s).

54f Hire Purchase Payments by Employer

The Employer shall in order to avoid seizure by the owner of any Hire Purchase Plant be entitled to pay to such owner the amount of any overdue installment or other sum payable under any agreement for hire purchase of plant and in the event of his doing so any amount so paid by him shall be debt due from the Contractor to the Employer and shall be deducted by the Employer from any monies due or that may become due to the Contractor under the Contract or otherwise or may be recovered by the Employer from the Contractor as per the law.

54g Plants Etc. Not to be Removed

No Constructional Plant, Temporary Works or materials or any part thereof shall be removed from the site without the written consent of the Engineer, which consent shall not be unreasonably withheld where the same is no longer immediately required for the purpose of completion of the Works. The Employer will permit the Contractor the exclusive use of all such Constructional Plant, Temporary Works and materials in and for the completion of the Works until the happening of any event, which gives right to the Employer to exclude the Contractor from the Site and proceed with the completion of the Works.

54h Re-vesting & Removal of Plant

Upon removal of any such Constructional plant Temporary Works or materials as have been deemed to have become the property of the Employer under sub-clause (ii) of this Clause with consent of the Employer the property therein shall be deemed to re-vest in the Contractor and upon completion of the Works the property in the remainder of such Constructional Plant, Temporary Works and Materials as aforesaid shall subject to the provisions of Clause 45 hereof be deemed to re-vest in the Contractor who shall remove the same together with Hire Purchase Plant.

54i Disposal of Plant

If the Contractor shall fail to remove any Constructional plant Temporary works or materials as aforesaid or any Hired plant, or Hire Purchase Plant within such reasonable time after completion of the Works as may be allowed by the Engineer at its discretion then the Employer may sell any such Constructional Plant, Temporary works and materials as aforesaid and return at the Contractor's expense to the person or company from whom any hired Plant or any Hired Purchases Plant was hired by the Contractor; and after deducting from any proceeds of sale the costs, charges and expenses of and in connection with such sale and of and in connection with return as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale are insufficient to meet all such costs, charges and expenses the excess shall be a debt due from the Contractor to Employer & shall be a deductible or recoverable by from any items that may be due from any monies to the Contractor.

54j Liability for Loss or Injury to Plant

The Employer shall not at any time be liable for the damage / loss of or injury to any of the Constructional Plant Temporary works or materials which have been deemed to become the property of the Employer under sub-clause of this Clause, save as mentioned in above Clause.

54k Incorporation of Clause in Sub-Contracts

The Contractor shall when entering into any sub- contract for the execution of any part of work incorporate in such sub-contract by reference or otherwise the provisions of this Clause in relation to Constructional Plant, Temporary Works and Materials, Essential Hired Plant and Hire Purchase Plant brought on to the site by the Sub-Contractor.

55a Labour Laws

Various construction/ furnishing/ refurbishment projects are being undertaken by Bank at different parts of the country through agencies identified as per laid down procedures. Facility Management Service providers are also engaged for manning and maintaining various specialized services in different commercial/ residential buildings.

As per extant guidelines, for engaging contractors/agencies for works like construction, facility management etc. where skilled/semiskilled/unskilled labours are deployed,

Bank as a principal employer is required to obtain registration of the establishment from registration authority i.e. Regional Labour Commissioner (RLC) at respective centers. Thereafter Bank will be entitled to issue FORM V to contractor to obtain labour license by contractor for any specific work.

All Zonal/Regional offices have to approach the Regional Labour Commissioner (Central) at respective centers for the said registration. Where Zonal office and Regional offices are in the same city, only Zonal offices to be registered with RLC and the same registration can be used by all other offices under their jurisdiction for obtaining labour license etc. as and when required.

(Reference circular no.BCC/RM/106/03 dated 07.03.2014.)

1. The official concerned shall ensure that the contractor maintain relevant records and fulfils all conditions and requirements in accordance with
 - The Payment of Wages Act
 - Employer's Liability Act
 - Workmen's Compensation Act
 - Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971
 - Apprentices Act, 1961
 - Any other Act or enactment relating thereto and rules framed there under from time to time.
2. The Site Engineer shall refrain from involving himself and the supervisors under him by comments/advice/attempts at mediation in any kind of labour dispute at site. His job is only to report to his superiors any happenings of this sort in an objective manner.

Employer's Responsibility – Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

- Principal employer (Bank) is registered as per the Act.

- Contractor holds a license under the Act from the Local Labour Commissioner for the appointment of Contract Labour.
- Required notice boards, registers and records as provided in Section 29 of the Act are maintained by the contractor.
- Payments of proper wages as per the rule are effected within the prescribed time limit by the contractor.
- Prescribed facilities and amenities are provided by the contractor.
- Proper efforts are made by the contractor to set right contraventions of the law as soon as the notice pointing out the same is received from the Labour Enforcement Officer and reports on action taken are sent to the Labour Enforcement Officer at the earliest with copies to the Bank.

55b Supply of Water

The Contractor shall having regard to local conditions provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff, workmen, Engineer's staff for the work.

55c Festivals & Religious Customs

The Contractor and sub-contractor's agents and employees shall in all their dealings with their workmen and labourers for the time being employed on or in connection with the works have due regard to all recognized festivals and religious and other customs.

55d Epidemics

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

55e Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his or his sub-contractor's employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same but the contractor shall not interfere with member of any authorized Police Force who shall have free & undisputed access at all times to any part of the Works in the execution of their duties.

55f 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 Engineer's representative. The Contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by law & take

appropriate actions thereof. The Contractor shall submit to the Engineer safety statistics as per the format given in “Annexure F”.

55g Fair Wages

The Contractor shall in respect of all persons employed by him in factories, workshops or other places occupied or used by him for the execution of the Contract including the Works, pay rates or wages, emoluments and expenses and observe hours and conditions of labour not less favorable than those established for the trade or industry in the district where the work is carried out to which the organizations of employers and trade unions representatives or a substantial proportions of the employers and workers engaged in the trade or industry in the district are affiliated. In the absence of such established rates and conditions the Contractor shall pay rates or wages and observe hours and conditions of labour which are not less favorable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the Contractor is engaged.

The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, Laws, any Regulation or Bylaws or any local or other statutory Authority applicable in relation to the execution of works, such as:

55ga Minimum wages Act, 1948 (Amended)

55gb Payment of Wages Act, 1936 (Amended)

55gc Workmen’s Compensation Act, 1923 (Amended Act No 65 of 1976)

55gd Contract Labour Regulation & Abolition Act, 1970 and Central Rules 1971 (Amended)

55ge Apprentices Act 1961

55gf Any other Act or enactment relating thereto and rules framed thereunder from time to time

55gg Industrial Employment (standing order) Act, 1946 (Amended)

56gh Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof & rule made thereunder from time to time.

56gi Employees’ Provident Fund & Miscellaneous Provisions Act, 1952 and amendment thereof.

56ha Workmen’s Compensation

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or reenactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

56hb Observance by Sub-Contractors

The Contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this Contract of the provisions hereof and applicable laws, rules and regulations.

57. Safety Code

- 57a First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- 57b An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 57c Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground. 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 the ladder.
- 57e 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 excavations shall be provided with necessary fencing and lighting.
- 57f 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 / railing of minimum height of one meter.
- 57g All staff and workers employed in the work shall be provided with safety shoes, helmet, belt, etc.
- 57h No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

- 57i Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 57ja No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 57jb Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- 57k Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- 57l Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 57m The ropes used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- 57n Contractor shall appoint "Safety Officer" to maintain safety records to the satisfaction of the Engineer.

58 Force Majeure

CONDITIONS OF FORCE MAJEURE

The terms "Force Majeure" as employed herein shall mean act of God, war, revolt, riot, fire, flood and Acts & Regulations of respective Governments of the two parties namely the Employer and the Contractor.

Note: - "Typhoon" is covered under act of God"

In the event of either party being rendered unable by force majeure to perform any of obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period of delay which is directly caused by such Force Majeure event.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within (72) seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period of delay, which is directly caused by Force Majeure event. The party who has given such notice shall be excused from timely performance of its obligations under the Contract, for so long as the relevant event of Force Majeure continues and to the extent that such parties performance is prevented, hindered or delayed, provided the party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its performance of the Contract and so to fulfill its obligations under the Contract.

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of canceling or terminating this Contract in whole or part thereof at Employer's discretion. Upon such termination provisions of Clause 45 shall apply.

Delay or non-performance by a party hereto caused by the occurrence of any of Force Majeure shall not:

- a) Constitute a default or breach of the Contract,

- b) Give rise to any claim for damages or additional cost or expense occasioned thereby :** if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not be payable under any circumstances.

SPECIAL CONDITIONS OF CONTRACT

01 Scope of Work

The scope of the work is to carry out **CIVIL Work at SHARDA BHAVAN, OPP. MITHIBAI COLLEGE, V.M.ROAD, JVPD SCHEME, VILEPARLE (WEST), MUMBAI.**

The Civil works broadly comprise of:

- a) Flooring works and Dado Works.
- b) Waterproof Plastering Works
- c) Crack Filling
- d) Polymer Treatment
- e) Waterproofing
- f) Drain Piping
- g) Painting and Varnishing works.
- h) Acoustic Plaster and Spray Plaster works.
- i) Miscellaneous Works

02 Location of Site

The site is located at **SHARDA BHAVAN, OPP. MITHIBAI COLLEGE, V.M.ROAD, JVPD SCHEME, VILEPARLE (WEST), MUMBAI**

03 Area for the Contractor

The area to the extent available, at the discretion of the Architect/Engineer, from the said plot will be allocated to the contractor for his stores, offices, erection of plants, workshops etc. Any additional area including area for labour camp etc. shall be arranged by the contractor at his own cost. The Employer neither undertakes any responsibility for providing the area more than the above nor will entertain any claim/ reimbursement etc. towards arrangement of additional area / land etc. by the contractor.

04 Dimensions and Levels

All dimensions and levels shown on the Drawings shall be verified by the Contractor on the Site and he will be held responsible for the accuracy and maintenance of all 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 the Contractor shall ask for clarification from the Engineer before proceeding with the work.

05 Notice of Operation

The Contractor shall not carry out any important operation without the consent in writing of the Engineer.

06 Construction Records

The Contractor shall keep and provide to the Engineer full and accurate records of the dimensions and positions of all new work and any other information necessary for the Engineer.

07 Temporary Works

Before any Temporary Works are commenced the Contractor shall submit at least 7 days in advance to the Engineer for approval, complete drawings of all Temporary Works he may require for the execution of the works. The Contractor shall also submit his calculations relating to strength, if required by the Engineer and shall carry out the modifications that the Engineer may require 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.

08 Power, Water & Other Facilities

08a The Contractor shall make his own arrangements for the supply of good quality potable water at site, for his labour at site, and all charges for water shall be borne by him. If Municipal water is not available and should it become necessary for Contractor to bore wells for obtaining water for construction purposes or to bring water from outside by tankers, the Employer shall not be liable to pay any charges in connection therewith.

08b The rate quoted in the tender shall also include electric consumption charges for power.

08c For water and electricity, the Contractors shall be entitled to take connections from the temporary water and electric supply connection either by electric supply or diesel generation power obtained by the General Building Contractor, at his cost. The Contractor shall install a sub-meter separately for electricity and water supply at the location adjacent to the main meter for measuring electric / water consumption at their own cost and maintain the wiring / installation in good condition as per the local rules and reimburse the actual consumption charges directly to the General Building

Contractor at mutually agreed rates between them. In case of any dispute, the reimbursement charges shall be decided by the Engineer, whose decision shall be final and without appeal.

08d The Contractor is to provide at site at his cost at least one telephone cum fax machine and shall allow the client, consultant and engineer's representative for use of the same at free of cost for local use.

09 **Temporary Services**

The Contractor shall provide and maintain all temporary services on or about the site, if any required for the execution of the works and shall remove them on completion.

10 **Office Accommodation for Contractor**

The Contractor shall provide and maintain all necessary office(s), workshops, stores, shelters, sanitary facilities, canteens and other temporary buildings for themselves and their staff at site to the approval of the Engineer.

All temporary buildings of Contractor shall be removed at the completion of the project or at any earlier date as directed by the Engineer without any extra cost.

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. It is also responsibility of the Contractor to obtain statutory approvals for providing above facilities.

11 **Facilities for Contractor's Employees**

The Contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water and sanitary facilities. The Contractor shall also make his own arrangements at his own cost for transport where necessary for his staff and workmen to and from the Sites of the works. The necessary drinking water and sanitary facilities for Employer's & Engineer's representative, contractor's staff & labour & visitors at site shall be provided and maintained by the contractor at no extra cost.

12 **Lighting for Works**

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

13 **Fire Fighting Arrangement**

13a The Contractor shall provide suitable arrangements 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. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

- 13b The Contractor may be subject to periodic fire prevention inspections and any deficiency or unsafe condition shall be corrected by the Contractor at his own cost and to approval of the Engineer and the relevant authorities.

These fire prevention inspections shall include but not limited to the following:

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

14 **Site Books**

For the purpose of quick communication between the Engineer and the Contractor or his Agent or Representative, Site Books shall be maintained at Site in the manner as described below: -

Any communication, relating to the works may be conveyed through records in the Site Books. Such a communication from one party to the other shall be deemed to have been adequately served in terms of the Contract. Each site book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor and shall be made available to the Engineer as and when demanded. Any instruction which the Engineer may like to issue to the Contractor may be recorded by him in the Site Book and two copies thereof taken by the engineer for his record. The Contractor or his Agency or Representative may similarly record in the Site Book any communication he may like to send to the Engineer. Two copies thereof when sent to the Engineer and receipt obtained thereof, will constitute adequate services of the communication to the Engineer.

15 **Site Meetings**

Progress and quality evaluation meetings will be held at the site every week. The Contractors senior representative in charge of the project along with his site-in-charge and other staff including staff of approved subcontractors and suppliers as required shall participate in these progress review meetings and

ensure all follow up actions. Any additional review meetings shall be held if required, as decided by the Engineer, which also shall be attended by the above-referred representatives.

16 **Disposal of Refuse etc.**

16a The Contractor shall cart away from site and deposit where directed by the Engineer all refuse, etc. arising from the Works both as it accumulates, at completion of the Works or at the direction of the Engineer.

16b It is the responsibility of the Contractor to obtain a certificate from the local authorities concerned to the effect that all rubbish arising out of Contractor's activities at the construction site or any other offsite activities borrow pits and / or disposal area(s) has been properly disposed off.

This certificate from the authority shall be dated not later than the (last) Certificate of Completion of Works and is to be enclosed with the Payment Certificate in which the Contractor requests for payment of any Retention money due to him.

17 **Contractor to verify site Measurements**

The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated 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. A copy of all such information passed on shall be given to the Engineer.

18 **Approved Makes / Agencies**

The Contractor shall provide all materials from the list of approved makes or as mentioned in BOQ and also appoint the specialist agency from the approved list / BOQ as provided in the Tender. The Architect / Employer may approve any make / agency within the approved list / BOQ after

inspection of their samples / mock-ups and after ascertaining their spare capacities and recent past performances.

The items which are not covered in the List of Approved Makes shall be as per Samples approved by the Architect.

Colours or type if not mentioned elsewhere shall be as approved by the Architect.

19 **Procurement of Materials**

The contractor shall make his own arrangement to procure all materials required for the work unless otherwise specified elsewhere to be supplied by Employer / Owner. All wastages shall be to the contractors account.

20a Excise & Sales Taxes, Works Contract Tax for Works

The Contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees or charges in respect of the works including but not limited to sales taxes, tax on works contract, excise duties and octroi, payable in respect of materials, equipment, plant and other things required for the Contract. All of the aforesaid taxes, duties, levies fees and charges shall be to the Contractor's account and Employer shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, levies, fees etc., if any, till completion of work shall be deemed to be included in the accepted rates & no extra claim on this account will in any case be entertained.

20b New Taxes, Duties & Levies, etc.

However, if a new Tax or Duty or Levy is imposed under as statute or law during the currency of the contract, and the same shall be borne by the Contractor.

21 General Price Variation Adjustment (PVA)

If the prices of materials and/or wages or labour required for execution of the work increase/or decrease, the price variation adjustment (PVA) shall be worked out as per provisions detailed below the amount of the contract shall accordingly be varied, subject to the other condition that compensation for escalation in price shall be available only for the work done during the stipulated period of the contract including such periods for which the contract is validly extended under the provision of relevant clause of the contract.

In partial modification of (any) provisions made elsewhere in this Manual (contract) regarding rate quoted in a tender being not subject to any variations, price adjustment to the value of work payable to the contractor at tendered rates shall be made towards variation in the prices of materials and labour supplied by the contractor in the manner specified herein under:

If, after the written order to commence the work and during the operative period of this contract including any authorized extensions of the original stipulated completion herein under:

There is any variation in the consumer price index—general index—for industrial workers (Base 2000-01=100) (source data published from time to time in Indian Labour Journal by the Labour Bureau, Government of India).

There be any variation in the All India Wholesale Price Index for all commodities (Base 1993-94=100) (as published from time to time in the RBI Bulletin based on the data issued by the office of the Economic Advisor to the Government of India).

Price Variation Adjustment (PVA) towards (1) labour component and (2) material component for all

materials other than steel shall be calculated in accordance with the formulae (A) and (B) respectively, given below, subject to stipulations hereinafter mentioned.

Formula (A) for labour :

$$VL = \frac{[0.87 P \times K1 - S] \times C1 - C0}{100 C0}$$

Formula (B) for materials :

$$VM = \frac{[0.87 \times P \times K2 - C - S] \times I1 - I0}{\text{where } 100 I0}$$

VL = Amount of Price Variation Adjustment – increase or decrease in rupees due to Labour Competent. Formula (A) for labour

VM = Amount of Price Variation Adjustment – increase or decrease in rupees in on account of materials component.

P = Cost of work during the period under consideration (bill period) as per Gross amount of bill excluding, cost of extra or substituted items, rates of which are fixed on prevalent market rates and advances on materials and/or adjustments thereof; if any.

C = Cost of material if any, like cement, steel etc. which are enter arranged or supplied at actual or fixed rates and consumed in the work done during the period under consideration.

S = Cost of services like power or water supply, hire charges of machinery etc. which are supplied at fixed rates by the chart to the contractor.

Note – This is generally nil in case of Bank's works

K1 = Percentage of labour component as calculated, as indicated in Note (1) below.

K2 = Percentage of materials component is indicated in Note (2) below.

C0 = Consumer Price Index – General Index Number for industrial workers (Base 2000-01 = 100) referred to at (a) above, ruling on the last date for receipt of tenders, and as applicable to the centre, nearest to the place of work, for which the index is published.

C1 = Average of above mentioned consumer price index number during the period under consideration (bill period).

I0 = All India Wholesale Price Index Number for all commodities (Base 1993-94 = 100) referred to at (b) above, ruling on the last date for receipt of tenders and as applicable to the centre, nearest to the place of work for which the index is published.

I1 = Average of above mentioned monthly All India Wholesale Price Index Numbers during the period under consideration (bill period).

Note (1): K₁ shall be taken as under :

Component of Work: Civil work including ancillary works and external work and R.C.C. / tanks, septic tank etc., if any, for sanitary and plumbing work → 30

Sanitary and plumbing works including fittings and fixtures (internal work only) → 20

Electrical installations work including fittings and fixtures (external and internal works) → 20

Note (2): K2 shall be taken as under :

Civil work including ancillary works as detailed under Note (1) (a) above → 70

Sanitary and plumbing works including fittings and fixtures as detailed under Note (1)(b) above → 80

Electrical installation work including fittings and fixtures as detailed in Note (1)(c) above → 80

Stipulations:

PVA clause is operative either way i.e., if the variations in above referred price indicated are on the

plus sides, PVA shall be payable to the contractor and if they are on the negative side PVA shall be recoverable from the contractor, for the respective bill period of occurrence of fluctuations.

The rates quoted by the contractor shall be treated as firm for the value of work required to be done in the first 6 months of the contract period from the date of written order to commence work, and no PVA is admissible on the same on any grounds whatsoever. The value of work required to be done during the first 6 months of the contract period shall be taken as 80% of the value of work to be done on pro-rata basis in 6 months as compared to the total stipulated completion period. No PVA is admissible on the value of work required to be done in the first 6 months as worked out above, even if this work is actually done in a period longer than 6 months. However, in case of any delay in the first 6 months due to genuine reasons which are not attributable to the contractor and which are beyond his control, such period of delay will be deducted from 6 months, and the value of work to be done will be 80% of the prorata value of work to be done in such reduced period on pro-rata basis.

For works where the original stipulated period of completion is not more than 6 months no PVA whatsoever is permissible under this clause. However, if the period of completion is delayed beyond 6 months on account of genuine reasons which are beyond the control of the contractor,

PVA will be admissible on the value of work done only in excess of value of work required to be done on a pro-rata basis in the first 6 months minus the period of such genuine delay.

Notwithstanding anything to the contrary mentioned in any other clause/ clauses of the contract, extensions of the contract period shall be granted by the Architect only with prior approval of the Bank. Extensions granted by the Architect without Bank's prior approval shall not bind the Bank for payment of PVA for work done in the concerned period of extension.

- Where the total cost of work done beyond the value of work required to be done in first 6 months (vide note (ii) and (iii) above) does not exceed ` 50 lakhs the total amount of PVA worked out on the basis of provisions of forgoing stipulations will be limited to an upper ceiling of stipulations will be limited to an upper ceiling of 10% of such value of work done in excess of value of work require to be done in the first 6 months, minus the cost of cement and steel and any other materials and services issued/ arranged by the Bank at fixed price i.e. $p - (C+S)$ (these terms being as per definitions given under formulae A and B above).

- Where the total value of work done beyond the value of work required to be done in the first 6 months exceeds ` 50 lacs the PVA on the first ` 50 lakhs will be calculated as provided for in the foregoing para and for the balance value of work done for which PVA is admissible subject to foregoing conditions, the PVA will not have the upper ceiling of 10% but it will be worked out at a lower rate i.e., at 90% of the amount worked out as per the formula A and B referred to earlier.
- In working out the amount of PVA as per all the foregoing stipulations, value of such extra items or such portions of extra items the rates of which are derived from the prevailing market rates of materials and labour will not be included in the value of work done. Value of only such extra items or such portions of extra items, rates of which are derived from tendered rates will be included in the value of work on which PVA is calculated.
- For claiming the payment for PVA the contractor shall keep such books of accounts and other documents, vouchers, receipts etc., as may be required by the Banks/Architect, for verification of the increased claims for reductions, to be made as the case may be and he shall also allow inspection of books, documents by the Site Engineer and Bank's Engineer and/or other duly authorized representative of the Bank/Architects and furnish such information as may be required or called for to enable verification of the claim within a week of such request.
 - The contractor is required to submit to the Bank, through the Architect, his claims for PVA separately for each running bill for the individual bill period for the work paid to him by the Bank. He will also be required to submit detailed calculations in support of the claims.
 - No claim will be entertained from the contractor for interest or any other grounds for non-payment or for any delay in payment of PVA due to late publication or non-availability of the necessary price indicates or due to delay in preparation of the running of final bills.
 - The increase/or decrease in statutory measures such as taxes, levies etc. will be considered while working out the adjustments, in accordance with Formula(B).
 - In all cases of disputes under this clause the decision of the Competent Authority who shall give a reasonable hearing to the contractor in person (not through Agents / Advocates) shall be final and binding.

- 22 **Guarantee and Maintenance during Defect Liability Period.**
In pursuant to Clause No. 34 of GCC, the contractor shall guarantee all materials furnished and workmanship for a period of 365 days from the date of virtual completion of work i.e during Defect Liability Period. All failed parts or parts exhibiting unusual wear and tear during guarantee period shall be replaced without any cost to the Owner, and such replacement shall be factory approved new, equal or better than original. All labour, tools, materials, transportation, insurance, etc., required in performance of guarantee work shall be at the contractor's expense.
- 23 **Project Execution and Management**
In pursuant to Clause No. 14 (i) of GCC, the Sr. Representative shall be assisted by adequate number of Engineers / Supervisors at site on full time basis.
- For quality control and monitoring of workmanship, contractor shall assign at least one full time engineer who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship.
- 24 **Tools and Tackles**
All tools, tackles, supports, scaffolding and staging etc. required for erection and assembly of the equipment and installation covered by the contract shall be provided by the Contractor himself. In addition, all other materials such as foundation bolts, nuts etc. required for the installation of the equipment shall also be provided by the contractor at his cost.
- 25 **Safety Precautions**
- 25a A competent and authorized supervisor shall be on the site whenever the contractor's men are at work. The supervisor should ensure that all plant and machinery used on the site are rendered safe for working and meet with the Indian or International safety standards applicable for the use and operation of such machinery. The supervisor should also ensure that the workmen at site are made to use safety appliances such as safety belts, lifelines, helmets etc.
- 25b Smoking shall be altogether strictly prohibited in all areas of work as well as where combustible and inflammable goods / materials are stored or lying about.
- 25c Any hot job such as welding, soldering, gas cutting shall not be carried out without the permission of the Engineer. Such jobs shall not be carried out where inflammable materials are stored or lying about.
- All electric connections shall be through adequately sized mechanically protected cables without any joints and with proper and adequate terminals boxes. All power supplies shall be through properly rated fuses with isolating devices. No such hot jobs shall be carried out on holidays and without the presence of the Contractor's Supervisor and Owners permissions.
- 25d It is entirely the responsibility of the Contractor to practice the principles of 'SAFETY FIRST' during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage to materials and property and third party.

- 25e The Contractor should clear the site of all debris every day to avoid accidents. In case this is not done, the Owners may engage necessary labour to maintain the cleanliness of the premises and removal of debris and recover all or part of the expenditure so incurred from the Contractor.
- 25f Contractor shall at his own cost ensure that all of his personnel, employees, work men and other associated persons working with him at site are adequately insured as per labour laws and statutory provisions. The Contractor shall be responsible for all injuries / damages to men, materials and properties etc. which may arise from the operations or negligence of himself and / or his sub contractors and indemnify the Owners for all such expenses which shall be solely to contractor's own account.
- 25g Contractor shall at his own cost provide and maintain a full-fledged first-aid-box to give immediate medical aid to the workers / supervisory staff, in case of emergencies.
- 25h The contractor shall carry out the work strictly as per the safety aspects.

26 **Technical Audit**

The whole of the work may be technically audited by the Chief Technical Examiner (CTE) of the Central Vigilance Commission, Government of India from time to time. Any defects, improvement or testing etc. conveyed by the Examiner shall be carried out by the contractor at no extra cost, to the satisfaction of the CTE. Any deduction suggested by the CTE either due to faulty workmanship or not adhering to the specification will be effected.

The Employer shall have a right to cause a technical examination and audit of work and running and final bills of the contractor including all supporting vouchers. Abstract, etc. to

be made at the time of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly considered / paid by the employer.

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

SAFETY CODE

Scaffolds

Suitable scaffolds shall be provided for workmen for all works that cannot be done safely from the ground, or from solid construction except in case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction, made either of good quality wood or steel. The steps shall have minimum width of 450 mm and maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1(1/4 horizontal and 1 vertical).

Scaffolding or staging more than 4 mtr above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 mtr above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

Every opening in the floor of a building or on a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1mtr.

Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons from slipping into the excavations.

Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm for ladder up to and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.

A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of Engineer shall be obtained prior to construction.

Other Safety Measures

All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be stacked or placed so as to cause danger or inconvenience to any person or the public.

Excavation & Trenching

All trenches, 1.25 mtr or more in depth shall at all times be supplied with at least one ladder for each 30 mtr in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 mtr above the surface of the ground. Sides of trenches which are 1.5 mtr or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 mtr of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

Demolition

Before any demolition work is commenced and also during the process of the work:

All roads and open areas adjacent to the work site shall either be closed or suitably protected. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

Personnel Safety Equipment's

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for use of the person employed at the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

Those engaged in welding works shall be provided with welder's protective eyesight lids.

Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

The contractors shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting following precautions should be taken:

No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.

Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

Hoisting Machines

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

These shall be of good mechanical constructions sound material adequate strength, free from patent defect, shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

In case of departmental machines, safe working load shall be notified by the Engineer.

As regards contractor's machines, contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers

should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

Adequate washing facilities should be provided at or near places of work.

These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

Notwithstanding the above clauses from Scaffolds to Hoisting machines, there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

The brand /make mentioned in the following list should be used by the Contractor and rate quoted should be based on the same. In case of the brand / make is not available, materials of other makes should be used with prior approval of Architect and Bank. The rates will be revised, based on the difference in basic rates of the make brand / name mentioned below: -

LIST OF RECOMMENDED MATERIAL

01	COMMERCIAL PLY (MR-303)	:- Greenply/Century/Merino or equivalent
01A.	FLEXI PLY (MR-303)	:- Greenply/Century/Merino equivalent
02.	LAMINATES (1.5mm/1.00mm thk) Marino / Zurich or	:- Aica Sunmica / Royal Touche/ equivalent
03.	PARTICLE BOARD (Exterior Grade / Interior Grade)	:- Archidply/Greenlam/Century or equivalent
04.	VENEER equivalent	:- Green/Duro/Century/Timex/Anchor or
05.	WOOD (Well Seasoned)	:- C.P.T.W. / Malayasian /African
06.	SCREWS, NAILS & OTHER ACCESSORIES	:- GKW/Nettle Fold or Equivalent.
07.	BRASS HINGES (Heavy Duty)	:- Reliance / Janata / Venus / Vijayan / Punit Earl – Bihari.
08.	DRAWER SLIDING FITTINGS (TELESCOPIC)	:- Earl –Bihari (EBCO) / Godrej / Efficient Gadgets / Haffle/Enox/Kich.
09.	HARD WARE equivalent	:- Godrej/haffle/Hettich/Ebco/Enox or

10.	DRAWER SHUTTER / LOCK equivalent	:-	Godrej/haffle/Hettich/Ebco	or
11.	BALL CATCH	:-	Magnetic (M.2.) / Brass	
12.	DOOR LOCK / HANDLES	:-	4-C Acme, Golden., Godrej, Ultra, Neki / Kich.	
13.	DOOR CLOSUER	:-	Dorma/Euro/Ozone/Enox/Ebco/Haffele Or equivalent	
14.	FLOOR SPRING	:-	Dorma/Euro/Ozone/Enox/Ebco/Haffele Or equivalent	
15.	ADHESIVE	:-	Fevicol/Araldite/Anchor or Equivalent	
16.	STAINLESS STEEL	:-	Salem / Japan 16 gauge thick.	
17.	GLASS TINTED / MIRROR India	:-	Modi Guard/ Saint Gobian / Asahi	
18.	GLASS TINTED	:-	Modi Guard / Saint Gobian / Asahi India	
19.	MELAMINE ACRYLIC POLISH	:-	Asian / British Paint / Fevelite.	
20.	ALUMINUM GRILL	:-	Alumgrill	
21.	P.V.C. Flooring	:-	Hanwha / Armstrong / L.G.	
21a.	WOODEN LAMINATE FLOORING or equivalent	:-	Pergo/Armstrong/Euro/Squarefeet	
21b.	FALSE FLOORING	:-	D.G. / NEP Floor /	
22.	PAINTS			
22a.	PLASTIC EMULSION equivalent	:-	Asian/Nerolac/Dulex/Berger	or
22b.	SYNTHETIC ENAMEL PAINT	:-	Asian / GoodlassNerolac / British Paint.	
22c.	TEXTURE PAINT	:-	Birla / Nitco / Spectrum	
23.	CEMENT PAINT	:-	Snowcem, Nitcocem, Birla, ICI, Asian, Nerolac, British.	
24.	ALUMINUM METAL FALSE CEILING	:-	Armstrong/Unimech/AMF	
25.	FIBRE MINERAL FALSE CEILING	:-	Hunter Douglas / Jolly Board / AMF	

26.	ALUMINUM DOOR & WINDOW SECTION	:-	Jindal / Indal / Geeta
27.	UPHOLSTERY	:-	Golden / Vimal / Orkay / Raymond / Champagne.
28.	WOOD PRESERVATION	:-	Asian Paints / British Paint / Pest Control of India
29.	VERTICAL BLINDS	:-	Vista, Mac, Luxaflux, Aerolux.
30.	VENETIAN BLINDS	:-	Vista, Mac, Luxaflux, Aerolux.
31.	CEMENT	:-	Ultratech/ACC/JK Cement/Ambuja
32.	SUN CONTROL FILM	:-	Garware / Birla 3M
33.	STAINLESS STEEL SINK	:-	Nirali / Diamond.
34.	PLANTS (Artificial)	:-	China / Taiwan.
35.	PICTURES	:-	Selection from Sadguru& Paint Rhythm.
36.	AIR CURTAIN	:-	Air Pack / Crompton / Russel.
37.	CARPET	:-	Unitex/Armstrong or equivalent
38.	CASTORS	:-	Relaxo / Paramount.
39.	CERAMIC TILES/ (Flooring) equivalent	:-	HR Johnson/Kajaria/Nitco/ASL or
40.	CERAMIC TILES (Dado) equivalent	:-	HR Johnson/Kajaria/Nitco/ASL or
41.	VITRIFIED FLOORING equivalent	:-	HR Johnson/Kajaria/Nitco/ASL or
41.	GRANITE TILES	:-	South Quarrys (Banglore / Manglore)
42.	"U" FOAM	:-	Prince / Supreme / Swastik.
43.	POLYURETHANE FOAM	:-	Sleepwel
45.	SOFT BOARD	:-	Jolly Board
46.	GLASS WOOL	:-	Fibre Glass / Pilkington.
47.	ALUMINUM COMPOSITE PANEL bond/Flexi Bond	:-	Al-Strong / Alucobond / Allu-

48. TOUGHENED GLASS :- Saint-Gobain/Indo Asahi/Modi or equivalent

49. ACRYLIC SOLID SURFACE (KORIAN) :- Dupont/Merino/Hi-Mac or equivalent

MODE OF MEASUREMENT FOR PAYMENT

01. Counter :- Running length along center of the depth of the counter.

02. Cash :- Running length along center of the depth of the counter.

03. Wicket Gate :- Width X Height

04. Partitions :- Length X Height up to the soffit of false ceiling including door frames and doors.

05a. Paneling with Laminate :- Length X Height up to the soffit of false ceiling.

05b. Paneling with T.W. Moulding :- -do- (including cost of T.W. moulding).

06. Hexagonal surface :- Overall external periphery X Height.

07. Round Surface :- Length of circumference X Height.

08. Door :- Main entrance – Glass – Shutter
Length X Height.

09. Tables :- In No.

10. Storage :- Length X Height.

11. Sofa :- Length including armrest – externally measured.

12. Sofa Chairs :- Unit

13a. Galvanized False Ceiling :- Galvanized bottom surface
Length X Breadth

13b. Plaster of Paris False Ceiling :- Exposed surface – including moulding
(No additional payment will be made for moulding)

13c. Acrylic False Ceiling :- Length X Breadth.

14. Wall Curtain (Window) :- Finished Length X Finished Height.

15. Vertical Blinds :- Actual size of vertical blinds
16. Notice Boards Etc. :- Unit / No.
17. Steel Monogram :- Unit
18. Steel letters of various heights :- No.
19. Paintings :- a) Wall surface – Actual length X Height.
 :- b) M.S. Grill / Mesh / Without frame.
 :- c) M.S. Collapsible gate of one side.
 :- d) Cornice – Plain surface of P.O.P. False Ceiling.
 :- e) Fully paneled Door / Windows with frame :- 2.5 times area of one side.
 :- f) Partly Paneled / Partly glazed doors windows, partitions with frame and shutters :- 2 times area of one side.
 :- g) Fully glazed Window / Partition with frame and shutters :- 1 time area of one side.
20. Granite Flooring :- Finished Length X Breadth.
21. Granite in Design :- Finished Length X Breadth.
22. Italian Marble :- Finished Length X Breadth.
23. P.V.C. Flooring :- Finished Length X Breadth.
24. Brick Wall :- Length X Breadth X Height.
25. Tiling Dado :- Length X Breadth.
26. Pantry Counter With Sink :- Finished length in Running Fit including sink and tiling dado.
27. Step / Riser :- Square Ft.
28. Breaking :- Lump Sum.
29. Fibre Glass Roof :- Length X Breadth of bottom surface only.
 :- (No. Curvature shall be considered)
30. Water proofing on Terrace, Toilet :- Length X Breadth (Area of slab in plan

- Blocks. :- wata will not be separately)
:- Water proof plaster – Length X Height.
31. Name Board :- Length X Height
:- (No extra payments for brackets etc.)
32. Delivery :- All delivery on site.
:- No extra Transportation, Taxes, Octroi etc.
33. Payment :- Made only to the principal Contractor, No
Payment shall be made to labour,
Contractor, supplier or private financier
etc.
34. TAXES :- GST and any applicable tax.