BANK OF BARODA

Baroda Apex Academy
E-Tender
Design, supply, installation, testing and commissioning of Kitchen Equipment at Baroda Apex Academy Building at Ahmedabad

Technical Bid
Section- 1

TENDER PERIOD FROM 20.05.2023 TO 14.06.2023 UPTO 2:00 PM

PRE-BID MEETING ON 31.05.2023 AT 12:30 PM

OPENING OF TECHNICAL BID ON 14.06.2023 AT 3:00 PM

BANK OF BARODA

INFORMATION AND INSTRUCTIONS TO TENDERERS

Name of Work	**Design, supply, installation, testing and commissioning of Kitchen Equipment at Baroda Apex Academy Building at Ahmedabad**
Period of Tender	**FROM 20.05.2023 TO 14.06.2023 UPTO 2:00 PM**
Date ,Time and Place of Pre Bid Meeting	**ON 31.05.2023 AT 12:30 PM** 7th Floor, Baroda Apex Academy, Bank of Baroda, GH-4,Nr. Udyog Bhavan,Sector- 11,Gandhinagar 382011,Gujarat
Date of Technical Bid Opening	**ON 14.06.2023 AT 3:00 PM**
Submission of tender	Physical Submission as per guideline
Address for Communication	Baroda Apex Academy, Bank of Baroda, GH-4,Nr. Udyog Bhavan, Sector- 11,Gandhinagar 382011, Gujarat
Online Payment Details through NEFT	**NEFT in favour of "Baroda Apex Academy"** **Name of Bank: Bank of Baroda** **Account No.: 29760400000309** **Branch: Vidhansabha Branch, Gandhinagar, Gujarat** **ISFC Code: BARB0VIDHAN** **(BARB- Zero-VIDHAN)** **(Bidder should mention the payment details with UTR no. in respected field after making payment)**
Completion Period	-2- Months

Mandatory Criteria for Pre-qualifications:

Contractors desirous of tendering for above work and fulfilling the following requirements shall be eligible to apply:-

I. Experience of having successfully completed any one of following similar works design, supply & installation of kitchen Equipment during last -7- years ending on 30.04.2023

Three similar completed works*** each costing not less than Rs. 25 Lacs of proposed work.

OR

Two similar completed works*** each costing not less than Rs. 31 Lacs of proposed work.

OR

One similar completed work*** costing not less than Rs 50 Lacs of proposed work.

II. Shall have minimum average annual turnover of Rs. 19 Lacs for last three financial years

*** **Similar work** shall mean Successfully Completed supply & installation of kitchen Equipment.

Basic Information		
1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office in state/District where Project is located **(With Phone Nos & Email ID & Contact Person)**	
2	Year of establishment	
3	Type of the organisation (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organisation / Firm a) b) c) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organisation and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a) No. of years of experience in the field and details of work in any other field. b) Whether ISO certified, furnish the details.	

8	Area of business activities other than construction, if any, and place of business.	
9	Address of business activities other than construction if any, and place of business.	
10	Address of office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.	
11	Work Experience in Last 7 years. a) Three similar completed works each costing not less than OR b) Two similar completed works each costing not less than OR c) One similar completed works each costing not less than	
12	Yearly turnover of the organisation during last 3 financial years (year wise) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last –3- years. Committed turnover in	
	2022-23	
	2021-22	
	2020-21	
	Turnover till Mar 2023 (As per requirement of the project financial year may be modified)	
13	Name & Address of Bankers	
	(Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	
14	Enclose copy of latest income tax clearance certificate.	
15	PAN No./Aadhar No. if any	
16	Details of registration for GST.	
17	Detailed description and value of works done (Proforma 1) and works on hand (Proforma-2)	

17	Details of Key Personnel Permanently employed (Proforma – 3)	
18	Other infrastructural information to be used/ referred for this project. List of available plants, machineries equipment's etc.	
19	Furnish the names of –3- responsible persons along with their designation, address, Tel. No., etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1
		2
		3
20	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	****Attach a separate sheet if required.
21	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
22	No. of supplementary sheets attached for Part – II	

LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS

(More than Rs.25 Lacs Project cost)

Sr. No	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased,give reasons.	Enclose clients certificate for satisfactory completion.
1	2	3	4	5	6	7	8

LIST OF IMPORTANT WORKS ON HAND (In support of Marking Criteria E)
(More than Rs.25 Lacs Project cost)

Sr. No	Name of work/ project with address	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose clients certificate for satisfactory completion
1	2	3	4	5	6	7	8

Financial Status of the Bidder

Sr. No.	Details	Year: 2022-23	Year: 2021-22	Year: 2020-21
1	Basic Capital			
2	Total Asset			
3	Total Liabilities			
4	Current Assets			
5	Profit(Before Taxation)			
6	Loss			
7	Name of the Banker			
8	Net Worth= Reserve + Capital - Accumulated loss			
9	Annual Turnover (Audited)			
10	Average of -3- years turn-over			

IMPORTANT INFORMATION FOR APPLICANT:

1. The selection process will lay high emphasis on the ability and competency of contractors to do high quality work within the given time schedule and on shuttering materials / staging and scaffolding material (H-Frame) equipment / machinery owned by the contractor.

2. The onus of providing, all necessary company / project related information, in appropriate manner and medium, so as to demonstrate the competency of the Applicant and to allow proper evaluation, will rest entirely on the Applicant.

3. If the Pre-Qualification Document is taken in company's name, a power if of attorney', in favor of the person who is authorized to sign the PQ document on behalf of the company, must accompany the PQ Document.

4. Information furnished in the PQ Document will be kept confidential

6. All information has to be submitted in the prescribed format only. Projects for which incomplete information has been provided will not be considered for evaluation. The Applicant may attach separate sheets if so required. However, the final bound document submitted, has to be submitted in vertical A4 size (210 mm X 297 mm).

7. The scope of work, project description and architectural finishes mentioned in the Project brief are indicative and are likely to change during detail design. Project brief, along-with the schematic drawings is provided to assist the Applicant in understanding the fundamental / unique / specific requirements of the project.

8. Decision for selection or rejection of the Applicants shall be final and binding to all without assigning reason thereof.

9. If Bank of Baroda is convinced that an Applicant has resorted to material misrepresentation or provided fraudulent information / statement, the said Applicant will be liable for disqualification / rejection at any stage.

10. Proof for fulfillment of eligibility criteria mentioned in the Pre-qualification Notice should be submitted along with Pre-qualification document. If the Pre-qualification document is submitted without valid documents and without proof of eligibility criteria will be rejected.
11. All submitted documents must be serially numbered.

DECLARATION / UNDERTAKING

1. I/We agree that the decision of Bank of Baroda in Selection of Applicants / Contractor, phasing of works and in any other Project related matter, will be final and bidding to me/us.
2. All the information and date furnished herewith are correct to my/our best of knowledge.
3. I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the Pre-qualification document.

Date : Signature with Seal of the Company

INFORMATION ABOUT QUALITY ASSURANCE SYSTEMS:

Quality Control Measures adopted by the Applicant. **Documents / Photographs** disclosing details of:

1. Laboratory set up - centrally / at site
2. Quality procedures and audits
3. Documentation of procedures and test results
4. Noncompliance reports, corrective measures and documentation

Type of Firm

Sr. No.	**ISO Certificate**	**Certificate Attached**	
		Yes	**No**
1	ISO-9001		
2	ISO-14001		
3	ISO-18001		

UNDERTAKING REGARDING GST REGISTRATION IN THE STATE OF GUJARAT

The Head,
Baroda Apex Academy
Bank of Baroda
Near Udyog Bhawan,
Sector-11, GH-4,
Gandhinagar

Subject: Design, supply, installation, testing and commissioning of Kitchen Equipment at Baroda Apex Academy Building at Ahmedabad

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the following:

> "If work is awarded to me/us, I/we shall obtain GST registration certificate in the state of Gujarat within one month from date of receipt of award letter or before payment of 1 st R.A. bill."

Seal of bidder:

Date of submission:

Signature(s) of Bidder(s)

Brief description of Work

Construction of Baroda Apex Academy Building is at final stage at Plot No.439 opp. Law Garden, Ellisbridge, Ahmedabad

The building has two basements + Ground and Nine Upper Floors. Kitchen & Dining Area are planned on Ground Floor. Tentative layout is attached with this tender.

The Broad Scope of Contractor shall be Design, supply, installation, testing and commissioning of Kitchen Equipment at Baroda Apex Academy Building in consultation with Bank, Architect, PMC and Green Building Consultant.

The contractor to work in collaboration with the ongoing work execution agencies for construction works & services work.

The contractor to obtain all statutory approvals and work for the related necessary approvals to be taken by the Project Architect/ PMC/ Electrical Contractor/ Bank.

APENDIX / ANNEXURE			
Sr No	**Description of Work**		**Design, supply, installation, testing and commissioning of Kitchen Equipment at Baroda Apex Academy Building at Ahmedabad**
1.	Period of completion	:	2 – Months
2.	Earnest Money Deposit (EMD)	:	Rs 60,000 (Sixty Thousand) by RTGS/ NEFT at Gandhinagar (Details with UTR no. to be filled in tender and submitted the documents before prescribed schedule) & NSIC/MSME Case Exempted on Submission of Valid Certificate.
3.	Validity of the tender	:	90 days from the date of submission / as may be Extended
4.	Initial Security Deposit	:	2% of the contract value (inclusive of EMD) to be paid within 10 days of award of contract by way of BC / DD/ Bank Guarantee favoring Bank of Baroda.
5.	Performance Guarantee (Bank Guarantee)	:	5% of contract value valid up to Defect liability period (DLP) of the contract in addition to retention amount and Initial Security Deposit (total security deposit) against due performance of the contract as per its terms and conditions. Performance Guarantee shall be refunded 14(fourteen) days after the end of DLP of the Project, 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.
6.	Retention Money	:	Will be deducted @ 8% of gross value of work in Running bills and final Bill.
7.	Period of Commencement	:	14 days from the date of work order. Handing over of the Work order shall be considered as the date of possession.
8.	Amount of liquidated damages for delay.	:	0.5 % of the Contract value per week subject to maximum of 10 % of contract value (i.e. total quoted amount)
9.	Defects liability period	:	12 months from the date of virtual completion
10.	Mobilization Advance	:	Not Applicable
11	Minimum Gross Amount of Interim Bill.	:	Minimum Rs. 25 Lacs per Bill
12.	Payment of RA Bills 1)Architect Certificate 2) By Bank		1) 07 working days for PMC and Green Building Consultant from the date of Receipt of the bill by PMC. 2) 07 working days for Architect from receipt from PMC 3) 07 working days from the date of Receipt of the certification from the PMC, GBC and Architect.
13.	Final Bill 1)Architect Certificate 2)By Bank		4) 60 working days from the date of Receipt of the bill by PMC and Architect. 5) 90 working days from the date of Receipt of the certification from the Architect.
14	Secured Advance against supply of material on site	:	Not Applicable
15	Labour Cess	:	As Applicable.
16	Release of ISD & Retention Money)	:	Total security deposit @ 5%(maximum) of the project cost i.e initial security deposit and retention. The 50% amount of the said security deposit shall be released after 14 days of issuance of virtual completion. The balance amount shall be released after completion of defects liability period.

17.	Release of Retention Money	:	The 50% amount (i.e 2.5%) of the total security deposit shall be released after 14 days of issuance of virtual completion. The balance amount shall be released after completion of defects liability period.
18	TDS & GST-TDS	:	As per statutory norms
19	Date of Commencement	:	7 (Seven) days from the date of issue of the acceptance letter / work order
20	Comprehensive Annual Maintenance contract (CAMC)	:	Bidder has to provide Comprehensive preventive maintenance contract for the equipment installed under AMC of (kitchen equipment) inclusive of all parts, consumables and labour for all equipment supplied as well as replacement of any equipment / component / part which cannot be repaired to the satisfaction of the Client. This contract will commence after completion of Defects liability period of 1 years of successful handing over of the system. (1 year Cost of maintenance shall be inclusive in the DLP and no extra payment will be paid for the maintenance in the first year after handing over).

Any Other Queries

The applicants are requested to obtain any information for the services to be rendered by contacting the Bank's official / engineer attached to Bank of Baroda during working hours **not later than 2 days before the due date of submission** documents.

Contact Persons : Hitesh Mahurkar ,Chief Manager (9909476311) / Rahul Damare, Chief Manager (8980040899)
E Mail : sc.ahmedabad@bankofbaroda.com
The tenderers are to treat this Tender and all Tender documents and any information provided by the Project Company as strictly confidential and not communicate their prices to a third party, including their personnel except on a "need to know" basis or reveal anything about it to the public or the press. For the purpose of negotiation, the Bank of Baroda shall be at liberty to disclose the details of competing Tenders to any of the tenderers.

Bank of Baroda shall not be responsible for any delay in receipt / submission of tender documents dispatched by post.

The tenderer shall submit the Tender after carefully examining the general and special conditions of Contract, Appendices, Drawings, Technical Specifications, Bill of Quantities etc. and inspection of site. The tenderer is expected to inspect the site of the proposed work and acquaint itself with the site conditions, approaches, availability of raw materials, geological and weather conditions etc. before quoting its rates. Submission of the tender shall be deemed to be in due compliance with this clause. The Bank of Baroda reserves the right to split the tender in two or more parts as it may deem fit and award the same to different entities.

The tenderer shall submit the Tender after carefully examining the general and special conditions of Contract, Appendices, Drawings, Technical Specifications, Bill of Quantities etc. and inspection of site. The tenderer is expected to inspect the site of the proposed work and acquaint itself with the site conditions, approaches, availability of raw materials, geological and weather conditions etc. before quoting its rates. Submission of the tender shall be deemed to be in due compliance with this clause. Bank of Baroda reserves the right to split the tender in two or more parts as it may deem fit and award the same to different entities.

For the consideration hereinafter mentioned, i.e. the Contract Price, the Contractor shall upon and subject to the Contract Documents carry out and complete the Works as per the Drawings described by or referred to in the Schedules, Contract BOQ and Technical Specifications in the Contract Documents
Item Rate Basis including all materials, plant and labour charges, taxes, insurance, import duties, license and permit fees etc. for the Works.

The Contract Documents shall be read and construed as forming part of this Agreement, and the Parties hereto shall respectively abide by, submit themselves to Contract Documents and perform their respective obligations as set out in the Contract Documents

The Contract Documents shall form the basis of this Contract Agreement
The Contract shall be on an Item Rate Basis for the Work done and the Contractor shall be paid for the actual quantity of Work done, as measured at site jointly by Project Company and Contractor and at the rate quoted/ accepted by the Contractor in the Contract BOQ.

The Contractor shall provide every reasonable facility for carrying out the entire Work in the manner laid down in GCC, and shall make good any damage done to completed Works and Sections before Taking Over by Project Company, and remedy defects if any after completion of the Work till completion of Defects Liability Period.
The Bank of Baroda reserves to itself the right of altering the Drawings and nature of the Work by adding to or omitting any items of Work as per the provisions of GCC. There shall

be no limit on the scope and extent of changes that can be ordered by the Bank of Baroda subject to the condition stipulated in this tender. The Contractor shall only be paid for the actual quantity of Work executed payable at the accepted unit rates as set out in the Contract BOQ and the provisions of GCC.

Quantity variation shall have no ceiling limit in respect of individual items and individual quantities can vary to any extent. The Contractor shall execute all authorized variations and the same shall be dealt with as per the provisions of

No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein, shall be valid, operative, effective, binding upon or acceptable against any of the parties hereto unless the same are recorded in the form of supplemental contract in writing and signed by authorized signatories of both the parties hereto.

The Tender documents issued to the tenderer, including any amendments instructed in an Addendum to Tender documents, shall be used without further amendment.

1. Scope of Work:

1.1 The brief description of work to be carried out and its scope are given in the General Condition of Contract and the **"Special Conditions of Contract"** of these documents.

2. Site Inspection and Information:

2.1 The tenderer must obtain for himself on his own responsibility and at his own expenses 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 and acquaint himself with all the information about all the local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

2.2 Access to the Site will be given during the Tender period by appointment on application to the Apex Academy. The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting this Tender.

2.3 The Employer will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any Tenderer in connection

with visits to and examination of the site and in the preparation of his tender for submission.

2.4 The tenderers should note that information, if any, as regards to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not deemed to be complete.

2.5 The tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer either during tender stage or during the construction period.

3. **Rates & Discrepancies etc.:**

3.1 The contractor shall quote the rate after careful examination Tender documents & drawings.

3.2 The tenderers shall quote the rates both in figures and words. If some discrepancies found between the rates quoted in figures and words, the following procedure shall be adopted for checking and arithmetic calculation:

i) When there is difference between the rates in figures and words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.

ii) When the rates quoted by the tenderer in figures and words tally but amount is incorrect, the rate quoted by the tenderer in words shall be taken as correct.

iii) When it is not possible to ascertain the correct rate by either of the above methods, the rates quoted in words shall be taken as correct.

iv) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the

Employer's option. No advice of any change in rate or conditions after opening of the tender will be entertained.

3.3 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 modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any claim in respect thereof. The Employer does not accept liability for any sum towards loss of overheads & profits of the contractor besides the accepted amount, subject to such variations as are provided for herein or as deemed fit to Employer. However, necessary time extension will be allowed if the delay is not attributable to contractor.

3.4 The Tenderers shall before tendering carefully examine the Tender Documents including these Information's & Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, General Particulars & Requirements to Specifications, Detailed Specification, Drawings and other matters referred to therein, the Schedules and the Bill of Quantities and if there should be or appear to be any ambiguity in / or discrepancy between any of these documents or between figured and measured dimensions and other aspects upon the Drawings, he shall immediately refer the matter to the Employer / Architect **for clarification before submission of Tender. However, in case of any discrepancies between Drawings, Specifications and B.O.Q. items, B.O.Q. item along with specification shall supersede the others for quoting of rates.**

4.0 **Forms & Documents:**

i) The tenderer shall be submitted in Digital Format/E-Tender.

ii) The Tender Form and the documents attached to it shall be accepted by uploading the transmittal from provided in Tender upon acceptance of all Terms & Conditions and All Documents.

iii) All documents of the tender are to be read in conjunction with each other and rates quoted by the tenderer shall take this aspect into consideration.

5.0 **Signing of Documents:**

i) The tender submitted with Transmittal on behalf of a firm shall be signed by all the partners of the firm or by a person who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by the Employer

ii) Power of Attorney in the name of person(s) who has / have signed the tender document.

7.0 **Earnest Money**

No Tender will be considered as responsive which is not accompanied by a sum of Rs.60,000 /- (Rupees Six Thousands only) as Earnest Money Deposit (EMD) through RTGS/ NEFT in favour of BOB. In the event of the Tenderer withdrawing his Tender before the expiry of 90 days from the date fixed for receiving the Tenders or such other extended dates as agreed to or if the tender is accepted, the Contractor fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time, the Earnest Money will be forfeited. The Demand Draft/Pay order/Bank guarantee submitted against the Earnest Money Deposit will be returned without any interest to the unsuccessful Tenderers within **180 days** after the date fixed for receiving tenders. **The Tender without EMD will be summarily be rejected. Format of the Bank Guaranty is available with this tender document.**

8.0 Initial Security Deposit (ISD):

The successful Tenderer shall deposit a sum equal to 2% of the accepted Contract value, in the form of DD / BG from nationalized Bank within 10 days of issue of letter of Acceptance / Work Order failing which the employer at his discretion may revoke the letter of Acceptance / Work order and forfeit the Earnest Money Deposit. This ISD amount is consist of EMD amount.

9.0 **Performance Guarantee**

The successful tenderer to whom the Contract is awarded shall deposit a sum equal to 5% of the accepted contract value in the form of Bank Guarantee from a **Nationalized or Scheduled Bank**. The Performance Guarantee shall be deposited within 14 days from the date of issue of Letter of Acceptance / Work Order failing which the Employer at his discretion may revoke the Letter of Acceptance / Work Order. The Bank Guarantee for Performance Guarantee shall be valid till the DLP.

10.0 The Tenderer (whether or not he submits a tender) shall treat the details of the documents as secret and confidential.

11.0 **Examinations & Evaluation of Tenders:**

Employer will examine each Tender to satisfy whether is accompanied by required security and documents and their correctness. A substantially responsive Tender is one, which conforms to all terms, condition and specifications of Tender Documents without material deviation or reservation.

12.0 **Award of Contract:**

Subject to Above Clause herein below Employer will award the contract to the Bidder whose bid has been determined to be substantially responsive and whose offer has been found lowest after arithmetical checking.

13.0 The Employer does not bind himself to accept, the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so. The Employer also has the right to re-invite the tender at his sole discretion.

14.0 Throughout all the documents the term 'Bid' and 'Tender' and their derivatives like Bidders, Tenderer are synonymous.

FORM OF TENDER

To,
The Head (Apex Acadamy),
6th Floor,GH-4,Nr. Udyog Bhavan,
Sector- 11,Gandhinagar -382011,
Gujarat.

Dear Sir,

Ref:. **Design, supply, installation, testing and commissioning of Kitchen Equipment at Baroda Apex Academy Building at Ahmedabad**

Having examined the plans, specifications and schedule of quantities prepared by your Architect and judging the site condition (after visit or without visit of the site), and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.
I/We herewith deposit Rs 60,000/- (Sixty Thousand) by NEFT/ RTGS in favour of Bank of Baroda as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of Rs 60,000/- (Sixty Thousand) in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.

I/we agree to pay Sales Tax / GST Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are leviable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Bank of Baroda may award Contracts for Interior to more than one Contractors and that I/we shall make no claims whatsoever if Bank of Baroda accept only a part of my/our tender. We unconditionally agree to Bank of Baroda's preconditions a stipulated in the tender documents.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and

instructions received from the Owner or the Architect/s appointed by the Bank, during the course of the work, Bank reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the Bank from the payment receivable by me. Further I may also be barred from tendering in future for the Bank and its subsidiaries.

I/we enclose demand draft/banker's Cheque for Rs 60,000 (Sixty Thousand) ***towards Earnest Money deposit***.

I/we agree to keep our ***tender open for 90 days from the date of opening of price bid***.

Yours truly,

[To be signed by the Authorized Representative of Tenderer holding Power of Attorney]

TO BE STAMPED AS AN AGREEMENT

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Gandhinagar on the _____ 20__ between **BANK OF BARODA**, a body corporate having its Head office at Mandvi, Baroda and Central Office at C-26, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai-400 051. (Hereinafter called "the **Bank**") of the one part

AND

_____ (herein after called "**The Contractor**") which expression shall, unless repugnant to the context, mean and include of the other part.

WHEREAS

1 **The Bank** is desirous of carrying out Tender subject work at their building Bank of Baroda, Apex Academy, Law garden, Ahmedabad (hereinafter referred to as the said **site**) and the said complex as is more fully described in the layout drawings and for the purpose, the parties hereto have agreed to entered into this contract (hereinafter referred to as the contract).

2 **The Bank** has for the purpose, arranged drawings and specifications, describing the works to be done, prepared by Architect/PMC.

3 The said drawings have been signed by or on behalf of the parties.

The Contractor has agreed to execute the said works viz. as per tender subject to the provisions hereinafter contained and subject also to General and Special Conditions, Safety Code, Model Rules for the protection of health and Sanitary arrangements for works, Specifications, Preambles and Schedule of Quantities and installation schedule, all of which are hereinafter collectively referred to as the 'said tender conditions' strictly in accordance with the drawings annexed hereto, and the specifications and schedule of quantities referred to above at or for the respective rates set out in the priced Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said contract value).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 In consideration of the said contract value to be paid by **the Bank** to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of payments to execute and complete the work shown upon the said Drawings strictly in accordance with the specifications and priced schedule of quantities.

2 The said tender Conditions and the Annexure hereto shall be read and construed as forming part of this contract and the parties hereto shall respectfully abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in the said conditions.

3 The approved drawings mentioned herein shall also form the basis of this contract.

4 This Contract is neither a fixed Lump sum Contract, nor a piece work contract, but is a contract to carry out the work **on item rate basis** to be carried out and to be paid for according to the actual measured quantities at the rates contained in the schedule of Quantities and probable quantities as contained in the priced Schedule of Quantities.

5 The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith at and within the same site as may be ordered to be done from time to time by the said Architect/Interior Designer/ for the time being, even if such work may not be shown on the said drawings or described in the said schedule of specifications and schedule of Quantities.

6 The Banks reserves to themselves the right of altering the drawings and the nature of the work through the Architect/Interior Designer/ by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

7 Time shall be considered as the essence of this contract and the **Contractor** hereby agrees to commence the work within 7 days from the date of work order or handing over of the site as provided for in the said terms and conditions, whichever later, and shall complete the entire work within the specified period, subject nevertheless to be provisions for extension of time as may be agreed to by the Bank and as contained in the said conditions.

8 All payments by the Bank under this Contract will be made only at ***Gandhinagar.***

9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at ***Gandhinagar.*** And only courts in ***Gandhinagar.*** Shall have jurisdiction to determine

the same.

This contract shall be signed in Triplicate, the original whereof shall be kept in the custody of the Bank, the duplicate with the Contractor, the triplicate with the **Architect.**

9 That the contract and several parts of this contract have been read by the contractor and fully, understood by the contractor. The contractor shall not be entitled for payment beyond tender quantities unless ordered specifically by written instructions of **Bank**.

IN WITNESS WHEREOF the Bank has set his hands hereunto and two duplicates hereof through his duly authorized official and **the Contractor** has caused these presents and three duplicates hereof under his common seal/by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED SEALED AND DELIVERED by BANK OF BARODA, The Bank by the hand of

Shri. _____

(Name and Designation) in the presence of

(1)_____

Address:_____

_____

(2)_____

Address:_____

WITNESS

SIGNED SEALED AND DELIVERED BY M/s. _____

The contractor by the name of Shri _____(Name and Designation) in the presence of

(1)_____

_ Address:

THE COMMON SEAL OF M/s_____ the contractor 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 presents in token thereof in the presence of

(1) _____

(2) _____

GENERAL RULES & INSTRUCTIONS:

1 The Bank of Baroda, reserves the right that without assigning any reason there of:

(a) To accept or reject any tender in whole or in part.

(b) To increase or decrease the quantities of any item and tendered has to execute the same at the rate quoted.

(c) To reduce some scope of work for special type of the work or regular work

(d) To engage other agencies for executing the same independent work, in case of delay.

(e) To change the specifications of items at some extent as per site requirement and rate revision for the same accordingly.

2 Tenderer are requested to read the tender documents, general conditions, special conditions, drawing, specifications, schedule of quantities, etc. carefully and offer most **competitive rate after visiting site.** The clause of Notice Inviting tender prevails over general terms and special terms of contract.

3 Time is the essence of this contract. The contractors are therefore requested to complete the job in the stipulated time.

4 **Contractor in their own interest are advised to visit the site & get themselves familiarize in the prevailing situations before submitting their rates.** No claim whatsoever for ignorance, misunderstanding shall be entertained later. The site may be handed over in parts/ segment/ floors/ part floor as per availability.

5 The contractor shall be responsible for making good in expeditious & workman like manner. **Any defects, which may be found within 1 years of the handing over/ virtual completion the premises**, shall be rectified by the contractor at his own cost. In case contractor fails to do so, the same would be got done at his cost & risk. The cost incurred by the bank shall be deducted from the retention money or any other dues.

6 **Rates quoted shall be inclusive of all taxes, levies, duties & all charges such as freight, insurance, octroi, loading/unloading, unpacking & moving the position in site, etc. for complete item.**

7 **Rate quoted shall be inclusive of all the wastage, rework, damages, minor addition alterations, samples, mock-ups and Refinish etc. required at any stages in any type of the work as per the site situation and as per instructions of the Architect and bank Officer.**

8 The schedule of quantities is only approximate & all the work executed shall be paid for in accordance with the actual measurements as mentioned in the tender. If the same is not mentioned in the tender, then as per relevant IS code.

9 In case of any dispute, the same shall be referred to court at GANDHINAGAR/ AHMEDABAD and its decision shall be final & binding on both the parties.

10 An item rate tender containing percentage below / above will be summarily rejected. However, if the Tender voluntarily offers rebate for payment with in stipulated period, this may be considered.

11 The EMD amount shall be submitted by RTGS/ NEFT

12 Unless otherwise specified all the rates and prices in the tender shall cover sales taxes, octroi, vat, other taxes and duties, and transportation, sales tax on work

contract etc. (GST AS Applicable shall be paid Extra.)

13 Tender not containing the full particulars as mentioned above or as called for in the special conditions is liable to be summarily rejection.

14 The tenderer shall sign all the schedules specifications, special conditions, etc. along with the tender in token of acceptance hereof. The signature on the transmittal letter alone shall also be deemed to be taken as acceptance of all these.

15 If in any item or drawings method of execution or make of material is not mentioned in the item description or drawing or anywhere in the tender, the same shall be executed with the prior permission of the Architect/ banks Engineer/ PMC. Standard method of execution and standard make are to be used as per instruction of the Architect/ banks Engineer/ PMC.

16 Unsigned transmittal letter, tenders that are incomplete or otherwise considered incomplete/defective are liable to be rejected.

17 The work shall be deemed to have commenced from the date on which the contractor takes over the site or execute the agreement with the Bank whichever is earlier. The site will be handed over to the contractor only on submission of initial security deposit.

18 The contractor shall give a program for the execution of the work during the total contract period and get it approved by the employer and the Architect. In case of delay in progress of work at any stage, the employer shall issue the contractor a memo in writing pointing out the delay in progress and asking the contractor to explain the causes for the delay within 3 days of receipt of the above. The employer reserves the right to terminate the contract and forfeit the security deposit if satisfactory explanation is not offered by the contractor for delay in execution of work.

19 The samples of all the material & work item shall be got approved from the Architect/Bank or his representative before proceeding further on the work.

20 The drawing contains sketches showing salient features details at the various scales indicating extent of work & specifications to be followed. These can be modified by the bank from time to time in accordance with technical requirements at the site.

21 Any damage done to the property of the bank during execution of the work shall be responsibility of the contractor & it shall be made good by him, at his cost to the entire satisfaction of Architect/Bank.

22 The Bank and/or Architects shall have full power to get the material or workmanship etc. inspected & tested by an independent agency for its soundness & adequacy at the cost of contractor.

23 The contractor shall examine all drawings before quoting & commencing of actual work & report to the Architect/Bank any discrepancies for omission & shortcomings in the drawings as well as item specifications.

24 The work shall be of highest standard both as regard to material & workmanship.

25 Modern tools & first-class latest techniques shall be employed for its execution.

SPECIAL CONDITIONS OF TENDER

1) 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 whom any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

2) **Site visit is mandatory before participating in the tender to judge actual site position and work front**.
3) Selected contractor has to work in co-ordination with any other agencies for specialized works if selected or appointed by client.
4) If any disturbance will be carried out/ required to be carried out at any stage for any work/ premises of existing other Building, same shall be make to fit in the original position by the contractor as per instructions of Bank/ Architect. **No additional payment shall be made for such disturbance and rework.** Same shall be considered by the contractor while quoting for the tender.
5) As basements of the proposed building is to be merged with the existing building, the same task shall be taken care with all aspects and safety measures.
6) For work completion, if contractor may agree for some work target, bank may ask for submission of undertaking from the contractor for confirmation of the agreed performance. Undertaking if so required so shall be submitted on stamp paper worth minimum Rs. 100/-
7) Contractor shall have to submit the interim/ final bill after joint measurement with PMC/ Architect. The submitted bills shall be in proper format with the authorized signatory. The Bills shall be verified by the PMC, Architect and Green Building Consultant prior to verify by Bank.
8) All hidden work measurement shall be recorded after joint measurement after execution of the succession work. Necessary photographs shall be kept on record for hidden works.
9) The standard required work/ accessories shall be required to cover under the specified item work (as per standard govt. norms/ IS codes) though not clearly/ separately mentioned. For example, proper curing for Plastering, Concrete, masonry work etc. ; disposal of debris and finishing, cleaning of the site for the mentioned work etc.; use of standard sized hardware for doors, windows, partition and other works etc.
10) Project included proper record management system which includes various records keeping in register of formats such as dismantling work, daily resources status (manpower and material), test/ check, challans, instruction book etc.
11) While execution if Bank found it necessary to modify some work/ material/ drawing/ methodology or to introduce some additional works as per site requirement or utilization, the same has to be agreeably considered by the contractor.
12) All rates shall be quoted on the form given in PRICE BID
13) On acceptance of the tender, the name of the accredited/authorized representative(s) of the contractors who would be responsible for taking instructions from the Bank shall be communicated to the Bank.

14) 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.
15) The tender for works shall remain open for acceptance for a period of 90 days from the date of submission of price bid. 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.
16) It is obligatory on the part of the successful bidder to sign the letter of transmittal documents for all the parts and, after the work is awarded, he will have to enter into an Agreement for each part with the Bank.
17) The bidder, apart from being a competent contractor, must associate themselves / himself with the agencies of appropriate class. The concurrence/approval of the Bank shall be taken before engaging other agencies.
18) The Contractor shall not assign the sub contract. He shall not sublet any portion of the contract without the written permission of Bank of Baroda. In case of breach, Bank has liberty to serve notice and rescind the contract.
19) The successful bidder has to deposit total 2% of the contract value as initial security deposit (inclusive of EMD). 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 BC / DD favoring Bank of Baroda Gandhinagar. The same shall remain valid till the completion of contract including authorized extensions, if any.
20) Forfeiture of EMD : The EMD deposited by the bidder shall be forfeited in case:
    a. The bidder withdraws his tender before completing the selection process.
    b. The bidder withdraws his tender after processing but before acceptance of Letter of appointment" to be issued by the Bank.
    c. The selected bidder withdraws his tender before furnishing Security Deposit as required under this tender.
    d. The bidder violates any of the provisions of the terms and conditions of this tender
21) 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 equipments 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.
22) The Bank shall have right to carry audit / technical examinations of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations 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 or otherwise.

23) After the award of the contract, if the selected bidder does not perform satisfactorily, the Bank reserves the right to get the contract work done by another party of its choice. In this event, the selected bidder is bound to make the additional expenditure, which the Bank may have to incur for the selection of another Contractor.

24) 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.

25) 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.

INSTRUCTIONS TO TENDERERS:

1.0 Tenderer must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

1.3 The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

2.0

2.1 The Tenderer is requested to quote strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations. However, discrepancies, if should be brought to the notice of the Bank , in writing, before the pre-bid meeting for technical clarifications. Wherever specifications of certain works are not available they shall be deemed to be done as per relevant I.S code.

2.2 Addenda to this tender document, if issued, shall be required to be confirmed through the transmittal letter which must be signed and submitted along with the tender document.

2.3 The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender. Transmittal letter should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Transmittal letter of the same by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

2.4 **Witness**: Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

3.0 **Information required at the time of Work Order:**

a) Sub contractors shall Not allowed.

b) List of equipment proposed to be deployed for work.

c) Site Organization chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.

d) Income Tax Clearance and Sales Tax clearance certificates.

e) Power of Attorney in the name of persons who has signed the tender document.

f) Programme/Schedule of work.

Any **printing or typographical errors/omission in tender document shall be referred to the Architect/Interior Designers** engaged by the Bank and their interpretation regarding correction shall be final and binding on Contractor.

1 **Addenda**:

2.1 Addenda to the tender document may be issued if required to clarify the terms of the tender documents or to reflect modifications to the design or contract terms. All addenda issued by the Bank shall become part of the contract.

2 **Right to accept or reject tender**:

3.1 The acceptance of a tender will rest with the Bank which does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received without assigning any reasons whatsoever. Bank also reserves the right to accept the whole or part of the tender and the bidders shall be bound to perform the same at the rates quoted. For this purpose Tenderer shall quote rates for various items which will be self sufficient to meet their whole costs for

executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the Bank deciding to delete, alter or reduce the quantities specified in respect of the any item.

4. Rates:

4.1 The Bank is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, taxes including sales tax on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall the Bank be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc. (GST AS Applicable shall be paid Extra.)

4.2 The rate quoted in the tender shall also include electric and water consumption charges for construction and erection. If power and water are available at the site, the Contractor shall have to make his own arrangements to obtain the connections from the available sources at his own expense and maintain an efficient service of electric light and power and water and shall pay for the services consumed and maintain the installations at his own cost. If no power and water are available at the site, the Contractor shall have to make his own arrangements to obtain power and water connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed.

4.3 The entire work shall be guaranteed to be free from manufacturing defects, defective workmanship or materials and any defects that may appear within 36 months from the date of issue of virtual completion which in the opinion of the Bank/s have arisen from bad manufacturing, workmanship or materials, shall upon intimation be made good by the Contractor at his own cost within the time specified. During the said period of 12 months the Contractor shall without any extra cost, carry out all routine and special maintenance of the work done and attend to deficiencies and defects that may arise. The Contractor shall associate/co-operate/co-ordinate with the operation and maintenance staff of the Bank during the execution and free service period,

4.3.1 Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.

4.3.2 The Tenderer shall guarantee that the work shall conform to the detailed specifications.

5. Signing of the contract:

a. The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 30 days from the date of receipt of the notice of

acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period, the Bank reserves the right to forfeit the earnest money/ security deposit and cancel the contract.

b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the Bank and the Contractor.

6. On acceptance of the tender, the name of the authorized representatives of the bidder, who would be responsible for taking instructions from the Bank/Architects, shall be intimated by the Tenderer.
7. If so decided, the Bank reserves the right to appoint PMC (Project Management) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
8. The Bank reserves the right to reproduce partly or fully the items executed on site anywhere in the country premises and no copyright claims shall be made by any contractor of any description from the Bank.
9. The Bank has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.

Details of Testing, Inspection, Mock-up etc.

No	Process	
1	Testing- On site	
2	Laboratory Testing- Manufacturer	
3	Sample testing through Laboratory	
4	Work-shop Inspection	
5	Mock-up	
6	System Testing	
7	Calibration of equipment, tools, accessories	

Details of Shop- Drawings and Design, Liasioning & Statutory Approvals

No	Process	Work Detail
1	Shop- Drawings	Kitchen Equipment
2	Liasioning with Government & Local Authority	If any liaison to be done with ongoing work's agency for the depended for
3	Statutory Approvals	NOC/ License if required for Building Use.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS OF CONTRACT

1.1. In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

1.2. **"Bank"** shall mean "**Bank of Baroda" with its Office at law Garden Ahmedabad** and shall include his/their heirs, legal representatives, assignees and successors.

1.3. The "**Architect**" shall mean the Architect named in the Tender, appointed by Bank for the said works.

1.4. **"Contractor" / "Contractors**" shall mean the person or the persons, firm or company whose tender has been accepted by the Bank and shall include his/their heirs, and legal representatives, the permitted assigns and successors.

1.5. **"This Contract"** -Shall mean the Articles of Agreement, the conditions, the Appendix, the Schedule of Quantities and specifications attached hereto and duly signed.

1.6. **"Site"** -Shall mean the site of the contracted works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.

1.7. "**Works**" shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract

1.8. "**Contract Documents**" shall include the notice inviting Tenders, the Articles of Agreements, the General Conditions of Contract, the special conditions of contract, the Appendices, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements, and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the Bank / Architect/ and Contractors as admitted by the Bank before award of work and thereafter shall also form part of contract documents.

1.9. "**Drawings**" shall mean the drawings referred to in the specifications, description of items etc. and any modifications of such drawings approved in writing by the Architect/ and such other drawings as may from time to time be furnished or approved in writing by the **Architect/.**

1.10. "**Notice in Writing**" or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank or **Architect/** (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 contractors and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.

1.11. "**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 act/s.

1.12. **"Virtual Completion**" shall mean that the works are in the opinion of the **Architect/** complete or fit for occupation.

1.13. Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires.

1.14. Headings and marginal notes to these conditions shall not be deemed to form a part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

1.15. "**Net Prices**" -If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, 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 a similar percentage of 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 sum 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. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

2. SCOPE OF CONTRACT:

2.1. The contract comprises of the construction, completion and maintenance of the works, provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance.

2.2. The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the **Architect/Bank**. The **Architect**

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 "**instructions**". These instructions shall be reflected either in the minutes or in any other form when Bank's approval/ consent is obtained in regard to:

2.2.1. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

2.2.2. Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.

2.2.3. The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.

2.2.4. The removal and/or re-execution of any works executed by the Contractor.

2.2.5. The postponement of any work to be executed under the provisions of this Contract.

2.2.6. The dismissal from the works of any person employed thereupon.

2.2.7. The opening up for inspection of any work covered up.

2.2.8. The amending and making good of any defects.

2.2.9. Co-ordination of work with other agencies appointed by the Bank for due fulfilment of the total work.

2.2.10. The Bank shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.

2.2.11. The Contractor shall forthwith comply with and duly execute any work contained in **Architect's** instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the **Architect** shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the **Architect,** such shall be deemed to be the **Architect** instructions within the scope of the contract.

2.2.12. If Compliance with the **Architect's** instructions involves any variation, the Bank shall pay the Contractor on the Architect's certificate the price of the said work (As an extra to be valued by the Architect as hereinafter provided). However, prior approval of the Bank shall be required before executing the additional works.

2.2.13. If the Contractor fails to comply with the **Architect's** instructions within a fortnight after the receipt of written notice from the **Architect** requiring compliance with such instructions, the Bank through the **Architect or otherwise** may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions

2.2.14. For the purpose of entering day-to-day instructions by the **Architect/**, the Contractor shall maintain at his own cost, a "Site Instruction Book" in quadruplicate in which the instructions shall

be entered by **Architect/**.

2.2.15. 'Instruction' to the Contractor shall be generally issued through **Architect/**. However **Bank** may issue instructions directly, if deemed fit.

2 GENERAL OBLIGATIONS

3.1. CONTRACT:

The contractor shall enter into and execute a contract in the form annexed hereto within the line specified in the letter of intent and in default thereof the earnest money paid by the contractor shall be forfeited and acceptance of this tender shall be considered as withdrawn. The cost of the stamp of the agreement is to be borne and paid by the contractor.

3.2. TOTAL SECURITY DEPOSIT:

Total Security Deposit shall comprise:
- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

3.2.1. EARNEST MONEY DEPOSIT:

3.2.1.1. The Tenderer shall deposit an **Earnest Money Deposit** (EMD), through NEFT/ RTGS in favour of **Bank of Baroda** at the time of submission of tender as Earnest Money.

3.2.1.2. No tender shall be considered unless the Earnest Money is so deposited. No Interest shall be paid on this Earnest Money Deposit.

3.2.1.3. The Earnest Money of an unsuccessful Tenderer will be refunded, without any interest, soon after the decision to award the work is taken.

3.2.1.4. The Earnest Money Deposit shall stand absolutely forfeited if the Tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Bank, or if, after the tender is accepted, the Contractor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time limit.

3.2.2. INITIAL SECURITY DEPOSIT:

3.2.2.1. The successful Tenderer to whom the Contract is awarded shall deposit as ***initial security deposit*** by Demand draft or Bank Guarantee a sum to make up ***2% of the value of the accepted tender*** after the appropriation of the Earnest Money deposited by him.

3.2.2.2. The successful Tenderer shall pay initial security deposit within Ten days

of receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.

3.2.2.3. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.

3.2.3. RETENTION MONEY:

3.2.3.1. In addition to the Initial Security Deposit, retention money shall be deducted from running account bills and Final Bill at **8*% of gross value of certified work***. The Maximum total security deposit i.e 5% of the contract value of final bill whichever is higher Incls. of 2% ISD.

3.3. ACCESS TO WORKS: The **Architect / Bank / PMC** and any person authorised by them shall at all reasonable times have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the **Architect / Bank / PMC** and their representatives for inspection and examination and test of the materials and workmanship. No person unless authorised by the **Architect/** or the **Bank**, except the Representatives of Statutory Public Authorities authorised by the Bank, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the Contractor shall obtain the written permission of the **Architect / Bank / PMC** for doing so.

3.4. TENDERER TO VISIT SITE: Each Tenderer must before submit his tender visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the quotations.

3.5. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

3.5.1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.

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

3.5.3. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

3.6. INSPECTION OF DRAWINGS: Before filling in the Tender, the Tenderer will have to check up all Drawings and Schedule of Quantities, and will have to get an immediate

clarification from the **Architect/** on any point that he feels is vague or uncertain. No claim nor damages or compensation will be entertained on this account.

3.7. INTERPRETATION OF CONTRACT DOCUMENTS

3.7.1. The various sections of tender / contract documents are intended to be complementary to one another.
3.7.2. In case of a discrepancy in the description of a subject between different sections, the following guidelines shall generally apply.
3.7.3. Special Conditions of Contract shall override General Conditions of Contract.
3.7.4. Special specifications shall override General specifications.
3.7.5. For the sole purpose of determination of rates and prices, the Schedule of Quantities including its Preamble shall override Specifications and drawings.
3.7.6. Detailed drawings shall override General layout drawings.
3.7.7. Hard copies of the drawings shall override Softcopies.
3.7.8. Irrespective of these general guidelines the Contractor shall bring any discrepancy he notices immediately to the attention of the **Architect/** and shall follow **Architect/'s** instructions accordingly.

4. QUALITY CONTROL

4.1. QUALITY ASSURANCE: The contractor shall prepare a detailed quality assurance programmed to control activities connected with the work to ensure a quality job at various stages Planning Execution Completion Post Completion Maintenance

4.2. DRAWINGS AND SPECIFICATIONS:

4.2.1. The Work shall be carried out to the entire satisfaction of the Bank / **Architect/** and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the **Architect/** and in accordance with such written instructions, directions and explanations as may from time to time be given by the **Bank / Architect/** whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.
4.2.2. No drawing shall be taken as in itself an order for execution unless, in addition to the **Architect/s** signature, it bears express words stating remark "FOR CONSTRUCTION".
4.2.3. Three complete sets of the signed Drawings and Specifications and Schedule of Quantities shall be furnished by the **Architect/** to the Contractor. Such copies shall be kept on the works, and the **Architect/** or his Representatives shall at all reasonable time have access to the same.
4.2.4. All drawings and specifications shall be returned to the **Architect/** by the

Contractor before the issue of the final certificates. The original copy of contract shall remain in the custody of the **Bank** and shall be produced by him at his office as and when required.

4.2.5. Any additional prints of drawings if any, required by the contractor will be supplied by the **Architect/** on the payment of charges as stipulated in clause 4.2.9.

4.2.6. Over and above, Soft Copies of the drawings will be issued by the Architect/ if requested by the Contractor. Necessary protection will be used by the Architect/ to prevent wilful editing of such softcopies of the drawings by the contractors. In case of any dispute on between Contractor and Architect on sanctity of such drawings, hard copies issued by the Architects/s shall prevail and by binding on both the parties.

4.2.7. DIMENSIONS:

Figured dimensions are in all cases to be followed and in no case should they be scaled. Large-scale details take precedence over small-scale drawings, in case of the discrepancy; the Contractor is to ask for an explanation before proceeding with the work.

4.2.8. ISSUE OF EXTRA CONSTRUCTION DRAWINGS:

4.2.8.1. **Architect** will supply three sets of drawings to the Contractor for construction. Extra prints of drawings for construction will be issued on chargeable basis by **Architect/** as detailed hereunder:

4.2.8.1.1. A0-Size `. 200.00 each

4.2.8.1.2. A1-Size ` 100.00 each

4.2.8.1.3. A2-Size ` 75.00 each

4.2.8.1.4. A3-Size `. 50.00 each

4.2.8.1.5. A4-Size ` 25.00 each

4.2.8.2. The Contractor shall ensure that all the bills furnished by the **Architect/s** Office in this regard are honoured, failing which the certificate for payment of Contractor's next Interim Bills will be withheld. The drawings are to be used only for the project concerned.

4.2.9. CONSTRUCTION DRAWINGS:

4.2.9.1. The successful Tenderer shall state, on receiving the Letter of Intent, what drawings are yet to be issued by the Architect/ for construction purposes and what further details are required by him from the Architect/. Silence on the part of the successful Tenderer in this regard will be construed to mean that he has all the information that he needs for ordering out materials and for contractual purposes. Unless specifically asked for in writing, delays later claimed by the successful Tenderer on account of drawings will not be construed as reason for delay in the execution of the work.

4.2.9.2. Apart from clarifications sought during the periodic visits to site by the **Architect/s** representative, the successful Tenderer shall obtain all clarifications on the

Architect/s drawings from their office.

4.2.9.3. Extra/Variations not registered within 2 weeks on receipt of drawings will not be entertained.

4.2.10. SHOP DRAWINGS AND TECHNICAL DATA The Contractor shall submit, in triplicate within mobilization period on receipt of acceptance of the tender, detailed shop drawings, and specifications showing the complete details of all relevant works required to be done by Bank of Baroda in connection with the Interiors. He will be held responsible for any discrepancies, errors, and omissions in the drawings or particulars submitted by him even if these have been approved by the **Architect/**. Any delay in submitting shop drawings shall be the Contractor's responsibility and shall be to his account.

4.2.11. COMPLETION DRAWINGS/ACCEPTANCE OF INSTALLATIONS:

4.2.11.1. The Contractor shall submit the **required guarantees for the works** in approved formats as well as performance guarantees for those items of works for which such guarantees are required.

4.2.11.2. Before handing over the interiors, **3 copies of maintenance manual for major items shall be furnished** to the Bank along with **3 sets of "as built" drawings** of all the works done as executed by the contractor.

4.2.11.3. In addition to hard copy of as built drawings, ***the contractor shall also supply soft copies of these drawings in AutoCAD – 2014-15 OR latest version format*** similarly the maintenance manual etc. shall also be supplied in soft form with suitable indexing format for easy retrieval and reference.

4.2.12. TECHNICAL DATA:

Technical Data of relevant items shall be furnished as required.

4.2.13. ACTION WHERE THERE IS NO SPECIFICATION:

In the case of any class of work for which there is no Specifications mentioned, the same shall be carried out in accordance with the Indian Standard Specifications subject to the approval of the **Architect/**.

4.3. MATERIALS & WORKS

Items executed shall be complete in all respect with accessories, fittings as required though they may not have been specifically mentioned in the technical specification. All similar standard components/parts of similar items shall be inter-changeable.

4.3.1. APPROVAL OF SUPPLIERS:

For all supplies, the names of manufacturers/brands have to be got approved by the

Architect / Bank / PMC Engineer from the Bank after getting the respective samples first approved by the **Architect / Bank / PMC Engineer** as the case may be. All materials will be of tested quality and as per relevant Indian Standards. In addition to the Test Certificates, mandatory tests will also be done on them by the **Architect / Bank / PMC Engineer** at an approved laboratory at the cost of the contractor immediately as well as at regular frequency laid down in the relevant Indian Standards.

4.3.2. MATERIALS SUPPLIED BY THE BANK:

If the Bank supplies any materials, the Contractor must satisfy himself that the same conform to the Specifications. If the Contractor has any complaint, about the said materials, or the quality thereof the Contractor before using the said materials inform in writing all their objections to the Bank. Should the Contractor fail to do so, he will be deemed to have satisfied himself as to the quality and the suitability of the said materials for being used in the Contract works and the Contractor will be in the same position as if the Contractor himself had purchased the said materials.

4.3.3. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

4.3.3.1. All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the **Architect/s/Bank** instructions and / or any test of all materials, which the contract provides for, and **Architect / Bank / PMC** may require. The Contractor shall submit the samples of various materials, to **Architect / Bank / PMC** for approval. Further, the contractor shall upon the request of Architect furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials which the Architect may require.

4.3.3.2. If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the Bank his grounds for his contention, and thereupon the **Architect / Bank / PMC** shall verify the same and if required issue necessary clearances and/or instruction in writing.

5. VARIATIONS

5.1. VARIATIONS NOT TO VITIATE CONTRACT:

5.1.1. The Contractor shall when directed in writing by the **Architect / Bank / PMC** to omit from or vary any works shown upon the drawings or described in the specifications or included in the priced Schedule of Quantities, carry out such directions but the Contractor shall not make any alterations in the provisions of the Contract without such authorization or direction in writing from the **Architect / Bank / PMC** .

5.1.2. No claim for any extra work executed shall be allowed unless it shall have been executed by the authority of the **Architect / Bank / PMC Engineer** as herein mentioned.

No variation, i.e. additions, omissions or substitutions shall vitiate the Contract

5.1.3. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause "Authorities, Notices, Patent Rights and Royalties", or **by the authorities, directions in writing of the Architect / Bank / PMC Engineer/ Bank Officer as herein mentioned.**

5.1.4. The rate of items not included in the Bill of Quantities shall be settled by the **Architect / Bank / PMC Engineer** in accordance with the provisions of relevant clauses for variations.

5.2. VARIATIONS TO BE APPROVED BY THE BANK

5.2.1. Notwithstanding anything herein contained the rates for such extra/variation items shall be derived as far as possible from like items in the tender, adding/subtracting cost for such variations from like items.

5.2.2. In the event of such extra/variation items totally differ in specification/character/nature, rates for such items will be worked out based on prevailing market rates for the ingredients that go into making such of items and finalised by the **Architect/** in consultation with the **Bank**.

5.3. DEFECTS

5.3.1. DEFECTS AFTER COMPLETION:

Any defect in work and materials or due to unsound installation or other faults which may appear either in the work executed or in materials used within the "**Defects Liability Period"** stated in the **Appendix to General Conditions of Contract** hereto or if none stated, then for a period of One year after the Virtual Completion of the work, arising in the opinion of the **Architect / Bank / PMC** from materials or workmanship not being in accordance with the Contract, shall upon the directions and writing of the **Architect/**, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, the **Architect/** in consultation with the Bank shall decide that he ought to be paid for such amending and making good and in case of default the Bank may employ and pay other persons to correct the faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank upon the **Architect/'s certificate** in writing from the amount retained with the Bank vide relevant Clause for "Certificate and Payment" or any money due or that may become due to the Contractor or the Bank may in lieu of such amending and making good by the Contractor, deduct from such money a sum, to be determined by the **Architect/**, equivalent to the cost of amending such works, and in the event the said amount retained under relevant clause For "Certificate and Payment " and/or the other sums

payable to the Contractor being insufficient, recover the balance from the Contractor.

5.3.2. INSPECTION & TESTS

5.3.2.1. **ACCESS FOR INSPECTION:** The Contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, ladders, gangways etc. and the necessary attendants to move and adapt the same as directed for the inspection or measurement of the works by the Bank/ **Architect / Bank / PMC** or their representatives.

5.3.3. TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES:

5.3.3.1. The Contractor shall arrange to test materials and/or portions of the works as instructed by **Architect/** /Bank to specifications/ ISI standards at his own cost, in order to provide their soundness and efficiency. If after any such test, the work or portions of the works are found to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost.

5.3.3.2. Samples of various materials shall be submitted by the Contractor for approval prior to ordering out the same. Wherever necessary the Contractor shall, at his own cost, prepare samples to indicate the workmanship.

5.3.4. TEST DATA

5.3.4.1. All the materials shall be tested jointly with the Bank/Architect/ as required by the various sections of the specification and Test Data shall be furnished as required. & Cost For Pre dispatch inspection at Factory shall be borne by Contractor for the representative of PMC/Architect/BOB.

5.3.5. GENERAL CONDITIONS FOR TESTS TO BE CALLED FOR APPROVAL PURPOSE

5.3.5.1. The Contractor shall carry out in the presence of Bank's Representative all specified tests. Such tests shall be carried out at the manufacturer's works or at the works of the Contractor or approved Sub-Contractor.

5.3.5.2. The Contractor shall then forward all the relevant copies of Tests so performed in 3 sets for the record of the **Bank/Architect/**. No compensation of any kind will be payable to the Contractor for carrying out such tests.

5.3.5.3. The Contractor shall give clear 15 days notice in writing for all such tests to be carried out at relevant place of Manufacture, Works, Sub-works etc.

6. COST CONTROL

6.1. QUANTITIES

6.1.1. SCHEDULE OF QUANTITIES:

6.1.1.1. The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the **Architect / Bank / PMC** , and shall be considered to be approximate and no liability shall attach to the **Architect/ /Bank** for any error that may be discovered therein.

6.1.2. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

6.1.2.1. 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.

6.1.2.2. The Contractor shall check all the interior drawings and details prepared by the **Architect/** and report errors if any in the drawings or details.

6.2. PAYMENTS & CERTIFICATION

6.2.1. CERTIFICATE & PAYMENT:

6.2.1.1. The Contractor shall be entitled for periodic Interim Certificates for work done of a minimum value as specified in Appendix hereto to be issued by the **Architect/** to the Contractor, and within stipulated number of days for settlement of the bill as indicated in appendix to General Condition of Contract hereto, subject to work being executed in accordance with this Contract and reasonable scrutiny by the Bank. The Retention at the given percentage rate of the value of certified work as indicated in the appendix subject to the specified limit shall be deducted from running bills. ***The Contractor shall be entitled under the Certificate to be issued by the Architect/, to receive payment of 50% of the total retention money after virtual completion and balance 50% at the end of the defect's liability period and AMC in stages as mentioned above.***, provided the defects are made good, according to the true intent and meaning hereof after due completion of work. Should any decorative works or painting be deferred on the Instruction of the **Architect / Bank / PMC Engineer** under the relevant "Clause for "Suspension of Works", payments for such decorative work or painting shall be made up to the stipulated percentage on completion and the balance at the expiration of 6 months from that date. Provided always that the issue by the **Architect/** of any certificate during the progress of the works or after their completion shall not have effect as a Certificate of satisfaction or relieve the Contractor from his liability under the clause "Defects after Completion" and within the extent and period provided by the Statute of Limitations.

6.4.2.1A **Payment Shall be payable for Kitchen Equipment as follows:**

1. **Payment Stage 1: 70% against supply** of material on confirmation that all the relevant parts & system is supplied at site. For cross verification of material vendor need to submit original bills & challan from the manufactures of syste.
2. **Payment Stage 2** : **10% on installation** of Kitchen Equipment in aspect

of the tender & BOQ line Item including all the fittings, cabling & other relevant works to be done to ensure it is ready for testing.

3. **Payment Stage 3 : 10 % On successfully completion of Testing & Commissioning** of all the installed equipments. Necessary test certificate from external testing agency to be submitted.
4. **Payment Stage 4 : 10 % after Warrantee period.** (For this 10% payment, bidder may submit Bank Guarantee of equivalent balance amount to the balance amount after Defect Liability Period)

Note: Payment released against any stage before commission shall be released only on confirmation by bidder that if any parts / equipment or material damaged before handing over that should be replaced free of cost own bidder risk & cost. Its sole responsibility of the Contractor to protect the equipment till the handover .

CAMC payment shall be released on quarterly basis after completion of quarter.

6.4.1.2. The Architect / Bank / PMC shall have the powers to withhold any Certificate if the works or any part thereof is not carried out to his satisfaction.

6.4.1.3. The Architect / Bank / PMC may by any Certificate make any correction in any previous certificates, which shall have been issued by him. In the event if it comes to the Bank's notice any omission or corrections required in bill certified by Architect/, the Bank shall affect necessary corrections and the contractor shall be bound to accept the same. This certificate is particularly essential for settlement and payment of the Final Bill.

6.4.1.4. The Contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with Architect / Bank / PMC Engineer at site in a register and showing the register to Architect / Bank / PMC Engineer. This is not only to regulate the correctness of the quantity but also to facilitate expeditious clearing of the bills. The bills shall be submitted in the following proforma.

As per tender				Previous Bills	Up-to-Date Bills		Remarks
Tender Item No.	Brief Description on	Qty Unit	Rate / unit	Qty Unit	Qty Unit	Amount Rs. /Unit	

Note: If any part/reduced rate is proposed by the Contractor (recommended by Architect/)

the same should be brought out in the remarks column along with reasons.

6.4.1.5. The Bank shall carry out test checking of measurement as and when required.

6.4.1.6. If agreed by the Bank in writing, ***and at the sole discretion of the Bank,*** the Contractor shall be paid for **Supply** of major items and materials – (75%) of value of material or 60% item rate on pro rata basis against delivery of materials at site -whichever is lower, on a Certificate, issued by the **Architect / Bank / PMC** , in regard to quantity and, in conformity with the Contract Specifications. However, this advance will be given to the contractor against the stamped undertaking as per the proforma E in Annexure. On payment of (75%) for supply of materials and items, the property in goods shall vest in the Bank and the contractor will keep it in his custody indemnifying the Bank against any damage, loss, theft or mishap attributable to their storage.

6.4.1.7. The final bill shall be submitted by the Contractor within One month of Virtual Completion Certificate received by the Contractor duly endorsed by the **Architect / Bank / PMC** and the Architect, and such bill shall be settled and certified for payment by the **Architect/** within four weeks of the receipt of the Certificate of payment from the **Architect/**.

6.4.1.8. Payments upon the **Architect/'s Interim certificate** shall be made within a period mentioned in the appendix as "Period of Honouring of Interim Certificates" after such Certificates have been received and accepted by the Bank. The Bank shall make payment upon the Architect/'s Final Certificate within a period of Four weeks from the date of its receipt and acceptance of the certificate.

6.4.1.9. The Contractor shall submit **Performa (A) and (B) serially numbered with dates for all extra/ deviated items of work.**

6.4.1.10. Contractor shall, without fail, submit along with his R.A. Bills/ Final Bills test certificates as specified.

6.4.1.11. Running Account Bills (R.A.Bills)/Final Bill received without the test certificates duly approved by **Architect/** shall be returned to the Contractor for the reason of the same being not submitted duly.

6.4.2. Ad hoc payment for INTERIM BILLS:

No Ad hoc payment will be paid to the Contractor on interim bills unless expressly agreed by the Bank.

6.4.3. CERTIFICATE FOR PAYMENT TO CONTRACTOR:

The Contractor's bills will be submitted to Bank through the **Architect/** for payment as per proforma enclosed for Interim Bill Certificate and final Certificate. The Architect/ in confirmation that the work has been carried out satisfactorily as per detailed drawings and specifications will endorse and certify the bill.

6.4.4. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:

6.4.4.1. The Contractor shall report in writing to the **Architect / Bank / PMC** , in

the form of a Certificate as per **Proforma 'D'** annexed hereto as and when the works are completed in all respects. The **Architect/** shall after the verification of the works and in Consultation with Bank issue to the Contractor a certificate to be called "Virtual Completion Certificate", a copy whereof shall be submitted to the Bank to enable them to take possession of the completed works.

6.4.4.2. The works shall not be considered as completed till the Architect certifies in writing that all the work including those mentioned in **the snag list** prepared jointly with Architect / Bank / PMC prior to the acceptance of the Virtual Completion. The defect liability period shall commence only from the date of issue of such certificate.

6.4.5. LIEN ON SUMS PAYABLE TO THE CONTRACTORS

Any sums of money due and payable to the Contractor including any deposits returnable to them under this Contract may be withheld or retained by the Bank, against any claim of the Bank against the contractor in respect of any sums of money due under this contract or any other contract made by the contractor with the Bank, but limited to the amount of Bank's claim and the Bank shall always have a lien upon the money so withheld or retained as such by the Bank until appropriated towards such claim. The contractor shall not be entitled to claim any interest or damages whatsoever on such retained or appropriated sum.

6.5. Performance Guarantee: The successful bidder shall, within 14 days of the award of work, submit a Performance Guarantee against due performance of the contract as per the terms and conditions. The value of the Bank Guarantee shall be 5 % of the total contract value. Bank shall be entitled to revoke the same if it is found that the bidder has deviated/acted against the intent and spirit of the contract.

6.6: MOBILISATION ADVANCE: Deleted

7. PROJECT MANAGEMENT

7.1. PROGRAM OF WORK:

7.1.1. The Tenderer shall, along with his bid, submit a schedule for completion of work, either in the form of a CPM/PERT/ BAR chart or in the form of a bar chart or MS Project or as directed by EIC/Architect, showing how he proposes to complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to -month basis (for each month).

7.1.1.1. Quantum of work under each major item of work that would be carried out.

7.1.1.2. Sub-contractors Not Allowed.

7.1.1.3. Number of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.)

7.1.1.4. Schedule of delivery of materials to site.

7.1.1.5. Approximate value of work contemplated to be completed each month.
7.1.1.6. Schedule and manner in which details or materials (to be issued by the Bank) are required from the **Architect/ /Bank**
7.1.1.7. Time periods allowed for other agencies' work,
7.1.1.8. Various milestones to be achieved on day-to-day basis with deviations, if any.

7.1.2. This program suitably amended after discussions with the **Architect / Bank / PMC** shall become binding on the Contractor. However, during the execution of the project, should it become necessary, in the opinion of the **Architect / Bank / PMC** to reschedule some of the activities, the Contractor shall do so at no extra cost and/or without any other claim.

7.1.3. Acceptance of a bidder's tender does not necessarily imply acceptance of the schedule submitted and the Architect/ /Bank reserve the right to modify/amend this schedule to suit the overall project schedule which will be binding on the Contractor at no extra cost to the Bank.

7.2. COMMENCEMENT OF WORK The contractor shall be allowed admittance to the site on the "date of Commencement" stated in the Appendix and on submission of the valid tamper-proof photo Identity Card (and/or in any other form), duly endorsed by the Contractor, for all their labour, and staff in accordance with the Banks prevailing security requirement.

7.2.1. The Contractor shall commence work forthwith within the maximum period of 14 days from the date of receipt of Work Order or from the date of possession, whichever is later, and shall regularly proceed with the work and ensure to complete same on or before the "day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Until the site is partly / fully handed over to the Contractor, the commencement of work shall include off-site activities including planning, procurement of materials shop drawings, manufacture/fabrication, interaction with **Architect/** / other contractors.

7.3. DATE OF COMPLETION:
7.3.1. The entire work shall be completed in all respects including testing within the period stipulated in the Appendix to General Conditions of Contract.
7.3.2. Time is the essence of the Contract.
7.3.3. The work shall not be considered as complete until the **Architect / Bank / PMC** has certified virtual completion in writing. The defects liability period shall commence from the date of such certificate.

7.3.4. During the period of Contract, the Contractor shall maintain progress on the basis of the programme initially agreed to by **Bank** / **Architect/** and later updated from time to time in consultation with **Bank/Architect/** to suit the overall project schedule and prevailing site conditions.

7.3.5. DELAY AND EXTENSION OF TIME:

7.3.5.1. If in the opinion of the **Bank** the works be delayed

7.3.5.1.1. by force majeure or

7.3.5.1.2. by reason of any exceptionally inclement weather or

7.3.5.1.3. by reason of proceedings taken or threatened by the dispute with adjoining or neighboring Banks or public authorities arising otherwise than through the Contractor's own default or

7.3.5.1.4. by the works or delays of other Contractors or tradesmen engaged or nominated by the Bank or the **Architect/** and not referred to in the Schedule of Quantities and/or Specifications or

7.3.5.1.5. By reason of the **Architect/'s instructions.**

7.3.5.1.6. by reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the **Architect/** for which he shall have specifically applied in writing, ahead of time, giving the reasonable time to prepare such instructions, the Bank shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the **Architect/**, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the **Architect/** to proceed with the work.

7.3.5.2. The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of

7.3.5.2.1. 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', 'Cyclones', 'Hurricanes', 'Tornado' are covered under act of God.

In the event of either party being rendered unable by force majeure to perform any of obligations 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 executed 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 cancelling or terminating this Contact in whole or part thereof at Employer's discretion. Upon such termination provisions of Clause 39 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.

7.3.5.2.2. Exceptionally inclement weather
7.3.5.2.3. Loss and damage by fire and earthquake
7.3.5.2.4. Civil commotion, lockout, strike etc.
7.3.5.2.5. Delay on the part of the nominated Sub-Contractor or nominated supplier.
7.3.5.2.6. Delay on the part of the other Contractors employed by the Bank.

7.4. SUSPENSION OF WORKS:

The **Architect/** may in an extreme case and in prior consultation with the Bank suspend works if the quality or safety of the works are likely to be compromised due to heavy rains,

natural calamities etc. The **Architect/** may grant such extension of time with the approval of the Bank as may be justified by such a delay in the works. The Contractor shall not be entitled to any compensation on account of such delay

7.5. WORK AT NIGHT:

7.5.1. If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from **Architect / Bank / PMC**.

7.6. WORK ON HOLIDAY:

7.6.1. No work shall be done on national holidays that may be notified by the Bank without the specific sanction in writing of the Bank/ **Architect/**.

8. PERFORMANCE

8.1. GENERAL

8.1.1. INDEPENDENT CONTRACTOR

8.1.1.1. The Contractor agrees to perform this Contract as an independent Contractor and not as a sub-Contractor, agent or Employee of the Bank.

8.1.2. ASSIGNMENT OR SUB-LETTING:

8.1.2.1. 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 underlet the Contract or any part/ share thereof or interest therein, nor shall he take a new partner, without the written consent of the **Architect / Bank / PMC** 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.

8.1.2.2. **Nominated Sub-contractors:**

8.1.2.2.1. All specialists, merchants, tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Architect are hereby declared to be Sub-contractors employed by the Contractor and are herein referred to as nominated Sub-contractors. 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 in the Architect and Contractor shall otherwise agree) who will not enter into contract provided :

8.1.2.2.2. That the nominated Sub-contractor shall indemnify the contractor against the same obligations in respect of the Subcontract as the contractor is under in respect of this

contract.

8.1.2.2.3. That the nominated Sub-contractor shall indemnify the contractor against claims in respect of any negligence by the Subcontractor, 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.

8.1.2.2.4. Payment shall be made to the nominated Sub-contractor within **15 days** of his receipt of the Architect's certificate provided that before any certificate is issued the contractor shall upon request furnish to the Architect proof that all nominated Sub-contractor's accounts included in previous certificates have been duly discharged; in default whereof the Bank may pay the same upon a certificate from the Architect and deduct the amount thereof from any sums due to the contractor.

8.1.3. OBTAINING INFORMATION:

8.1.3.1. 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 misunderstanding 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 fulfilment of the contract.

8.1.4. THE SETTING OUT:

8.1.4.1. The Contractor shall at his own expense, set out the works accurately in accordance with the plans. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any errors shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon to the satisfaction of the **Architect/**. The Bank and/or its representatives shall time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects, which may be found to exist at any stage of the work or after the same is completed.

8.1.5. PERFORMANCE

8.1.5.1. The Contractor shall be fully and solely responsible for proper, safe and efficient design and performance of his equipment and installation, in conformity with drawings and parameters and specifications stipulated in the Contract documents.

8.1.5.2. In case the Contractor finds that anything contained in drawings, specifications or given parameters will not ensure such performance and compliance with best trade practices and codes, rules and regulations laid down by Authorities, he shall bring such matters to the attention of the **Architect/** and shall follow their instructions.

8.1.5.3. The contractor shall also guarantee that the performance of the various

materials and items individually shall not be less than specified ratings when working under operating conditions given for the respective items.

8.1.6. EXECUTION OF WORK:

8.1.6.1. The whole of the work as described in the Contract (including the Schedule of Quantities, Preamble, the Specifications and all drawing pertaining thereto) and as advised by the **Architect / Bank / PMC** from time to time is to be carried out and completed in all its parts to the entire satisfaction of the **Architect / Bank / PMC** .

8.1.6.2. Any minor details of manufacture, fabrication and installation which are obviously and fairly intended, or which may not have been definitely referred to in this Contract, but which are usual in sound interiors execution practice and essential to the work, are to be included in the Contract. Rates quoted in the Schedules shall be inclusive of all freights, taxes, such as Octroi, Sales Tax, Excise Tax, Work Contract Tax, Royalties, VAT etc. as well as transportation so as to execute the Contract as per the rules and regulations of Local Bodies, State Government and the Government of India, and to the full intent of tender documents.

8.1.6.3. Following shall be deemed to be provided for in the quoted rates:

8.1.6.3.1. Labour for constructing, fixing, finishing, carrying, cleaning, making good etc.

8.1.6.3.2. Framework, ladders, ropes, nails, spikes, tools, material and workmanlike protection from weather, temporary supports.

8.1.6.3.3. Covering for the works during inclement weather or strikes or whenever directed, as necessary.

8.1.6.3.4. All temporary canvass, lights, tarpaulin, barricades water-sheets etc.

8.1.6.3.5. All such temporary weatherproof sheds at such places and in a manner approved by the **Architect/** for the storage and protection of materials against the effects of Sun or rain.

8.1.6.3.6. All minor civil works like breaking and making good of masonry walls to original condition for passage of cables, cable trays, etc.

8.1.6.3.7. Provision of necessary frames (MS/wooden) for dressing up of wall/RCC openings and for installation of Fans etc. if instructed by **Architect / Bank / PMC Engineer**. Drawings for framework to be got approved from **Architect / Bank / PMC Engineer**.

8.1.6.3.8. The rate quoted by the Tenderer in the schedule of probable quantities will be deemed to be for the finished work inclusive of the cost of providing the above items.

SITE MANAGEMENT

8.1.7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

8.1.7.1. The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or

described therein, provided that the same can reasonably be inferred wherefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the **Architect/**, who shall decide which shall be followed, and his decision shall be final and binding on all parties. The Contractor shall provide ground for himself and fresh water and power for carrying out of the works at his own cost.

8.1.7.2. The Bank shall not charge the Contractor for his own un rented ground but shall on no account be responsible for the expenses incurred by the Contractor for hired ground.

8.1.7.3. The Contractor shall provide and maintain all measuring and testing instruments at all times for properly carrying out the work and for the use of the **Architect/ /Bank**, including providing skilled attendants as required.

8.1.7.4. The Contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary equipment, materials and lighting required by night and as well as by day for proper execution of work. The contractor shall take down and remove any or all such unwanted waste materials, debris etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the **Architect / Bank / PMC** .

8.1.8. FACILITIES TO OTHER CONTRACTORS

8.1.8.1. The Contractor shall give full facilities and co-operation to other Contractors employed by the Bank and shall afford them reasonable opportunity for the execution of their works and for properly connecting and co-coordinating their works with the work of the other Contractors. The decision of the **Architect/** on any points of dispute between the various Contractors shall be final and binding on all parties concerned.

8.1.9. STORES AT SITE:

8.1.9.1. The Contractor shall make his own arrangements to enclose, secure and guard the space allotted to him. Wherever there may be materials, which are likely to deteriorate by the action of the sun, rain or other elements, all such materials, tools etc shall be duly protected by the Tenderer from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.

8.1.10. ELECTRIC POWER FOR INSTALLATION

8.1.10.1. The Contractor shall, at his own cost, provide a sub-meter, cabling and wiring and switchboards complying with all laws, rules and regulations in force and ensuring the safety of everyone working or visiting on site.

8.1.10.2. The Contractor shall regularly reimburse cost for electricity consumed to the

Bank at the same tariff rates as charged by the Electric Supply Company.

8.1.11. REMOVAL OF ALL OFFENSIVE MATTERS:

8.1.11.1. All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain or other place shall not be deposited on the surface, but shall be at once carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned.

8.1.12. UNFIXED MATERIALS:

8.1.12.1. When any materials intended for the works shall have been placed at site by the Contractor, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the **Architect/** and when the Contractor shall have received payment in respect of any Certificate in which the **Architect/** shall have stated that he has taken into account the value of such unfixed materials on the works, such materials shall become the property of the Bank, and the Contractor shall be liable for any loss or damage to any such materials.

8.1.13. REMOVAL OF IMPROPER WORK AND MATERIALS:

8.1.13.1. The **Architect/** 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 as may be specified in the order, of any materials which, in the opinion of the **Architect/** are not in accordance with the specifications or the instructions of the **Architect/** and the substitution of proper materials and the removal and proper re-execution of any work, which has been 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 Bank shall have power to employ and pay other persons to carry out the same and all expenses consequent there on or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Bank or may be deducted by the **Architect/** from any money due or that may become due to the Contractor.

8.1.13.2. If the correcting works are not done in accordance with the Contract the **Architect/**, in consultation with the **Bank**, may allow such work to be got done through other parties at Contractors risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the Bank as in their opinion may be reasonable.

8.1.14. CLEARING THE SITE OF WORKS:

8.1.14.1. The Contractor shall clear site of works as per the instructions of the **Architect/**. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the **Architect/** within a period of one week after the job is completed. In case of failure by the

Contractor, the Bank under advice of the **Architect/** will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the **Architect/**.

8.1.16. PREPARATION FOR OCCUPATION AND USE ON COMPLETION:

8.1.16.1. On completion of the work, the Contractor shall inform the **Architect / Bank / PMC** in writing that he has finished the work and it is ready for the **Architect/'s**/Bank's inspection. The Contractor shall clean all his works and all the rooms under his charge. He will leave the entire works neat and clean and ready for occupation and to the satisfaction of the **Architect / Bank / PMC** .

8.1.17. KEEPING THE AREAS AND ACCESS ROADS CLEAN:

8.1.17.1. The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the **Architect / Bank / PMC O**. Debris to be removed every 2 days.

8.1.17.2. The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the and local authorities.

8.1.18. COVERING UP OF WORKS:

8.1.18.1. The Contractor shall cover up and protect the works from the weather and shall suspend all wet operations during weather which, in the opinion of **Architect / Bank / PMC** , will be detrimental to the works.

8.1.19. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

8.1.19.1. The Contractor shall take joint measurements with the **Architect / Bank / PMC Engineer** before covering up or otherwise placing beyond the reach of measurement any items of work. Should the Contractor neglect to do so, the same shall be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

8.1.20. SITE SURVEY:

8.1.20.1. **On award of the works, the Contractor shall immediately survey the complete site and record his findings on civil works and services connected with his works and submit the report in duplicate**. No extra payment shall be made for this work.

8.1.21. LABOUR HUTMENTS:

8.1.21.1. The Contractor shall not be allowed to put up any hutment/temporary structure of accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost.

However, if the rules of local authorities so permit and subject to the contractor arranging

for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the contractor at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.

8.2. STAFF MANAGEMENT

8.2.1. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish the Bank the following:

8.2.1.1. Detailed industrial statistics regarding the labour employed by him, etc.

8.2.1.2. The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.

8.2.1.3. A list of technically qualified persons Employed by him for the execution of the work.

8.2.1.4. The total quantity and quality of materials used for the work.

8.2.2. APPOINTMENT OF ENGINEERS:

8.2.2.1. The Contractor shall appoint an Engineer to the satisfaction of the **Architect / Bank / PMC** . The **Architect / Bank / PMC** shall be entitled to approve or disapprove without assigning reasons the appointment of such Engineer proposed by the Contractor. This condition shall be reckoned as being the essence of the contract and its breach shall make the Contract revocable at the option of the Bank. The Engineer shall be assisted by a number of other Jr.Engineers and Supervisors in the respective disciplines as required for the smooth and satisfactory execution of the work.

8.2.2.2. The Engineer so appointed shall be available at all times when required by **Architect / Bank / PMC** to attend all site/office meetings to discuss all aspects of the Contract including design, administration, planning, fabrication, installation, commissioning, testing and defects liability maintenance as well as site co-ordination with all Contractors/Agencies.

8.2.2.3. The Engineer shall not be required to be present full time at site but shall be available at all times when required by **Architect/** to attend site/office meetings to discuss any aspect of the contract.

8.2.3. SITE ENGINEER:

8.2.3.1. Successful Tenderer will have to, before receiving work order, select suitable Engineer to be interviewed by **Architect / Bank / PMC** . It will be the responsibility of the selected engineer to ensure that minutes of site meetings are maintained up-to-date. Contractors have to be up-to-date for each site meeting to be held.

8.2.4. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

8.2.4.1. The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the **Architect / Bank / PMC** may consider it necessary until the expiration of the "Defects Liability Period" stated in the

Appendix hereto.

8.2.4.2. The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Engineer In-charge, approved by the **Architect / Bank / PMC** and who must thoroughly understand all the trades entailed and be constantly in attendance, while the men are at work. Any directions, explanations instructions or notices given by the **Architect / Bank / PMC** to such Engineer Incharge shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer-in-charge shall be thoroughly conversant with the English Language and should be able to read, write and speak English.

8.2.5. DISMISSAL OF WORKMEN:

8.2.5.1. The Contractor shall on the request of the **Architect / Bank / PMC** immediately dismiss from the works any person employed thereon who may, in the opinion of the **Architect / Bank / PMC** , be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the **Architect / Bank / PMC** .

8.2.6. OTHER PERSONS ENGAGED BY THE BANK:

8.2.6.1. The Bank reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor has to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or material for the execution of such work, except by special arrangement with the Bank. Such work shall be carried out in such a 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 be occasioned by such work.

8.3. SAFETY MANAGEMENT

8.3.1. REPORTING OF ACCIDENTS TO LABOUR:

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the **Architect/** and Bank who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the Insurance Clause of the General Conditions.

8.3.2. Use of Explosives:

Explosives shall not be used on the works by the contractor without the written permission of the **Architect / Bank / PMC** and then only in the manner and to the extent to which He has prescribed. When explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor, who shall be liable for all damages, loss or injury for noncompliance with all the statutory obligations.

8.3.3. Safety codes Scaffolds

Suitable scaffolds 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 a minimum width of 450mm and a maximum rise of 300mm.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 to 1 vertical)

8.3.3.1. Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m. 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 fastened to prevent it from swaying from the building or structure.

8.3.3.2. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more then 4m. 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.

8.3.3.3. Every opening in the floor of a building or in 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 1 m.

8.3.3.4. 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 slipping into excavations.

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

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

8.3.3.7. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

8.3.4. OTHER SAFETY MEASURES:

8.3.4.1. All personnel of the Contractor working within the 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.

8.3.4.2. 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.

8.3.5. PERSONAL SAFETY EQUIPMENTS:

8.3.5.1. All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

8.3.5.2. Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles.

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

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

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

8.3.5.6. 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.

8.3.5.7. The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:

8.3.5.8. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

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

8.3.5.10. 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 the work.

8.3.5.11. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for

prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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

8.3.6. HOISTING MACHINES Use of hoisting machines and tackle including their attachments anchorage and supports shall confirm to the following standards or conditions:

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

8.3.6.1.2. 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.

8.3.6.1.3. 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.

8.3.6.1.4. 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 of the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case, 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 its specified capacity.

8.3.6.1.5. In case of departmental machines, the safe working load shall be notified by the engineer as regards contactor's machines, the 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.

8.3.6.1.6. 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 that 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 that are good conductors of electricity.

8.3.6.2. 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.

8.3.6.3. 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.

8.3.6.4. Notwithstanding the above clauses there is nothing in these to exempt the

Contractor from the operations of any other Act or Rule in Force in the Republic of India.

8.4. RISK MANAGEMENT

8.4.1. WORK PERFORMED AT CONTRACTOR'S RISK:

The Contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all safe guards, including providing for guards, proper lights, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at the Contractor's risk, and if any loss or damage shall result from fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expenses to the Bank. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on and completed without damage to any work or property of the Bank or of others and without interference with the operation of existing machinery or equipment, if any.

8.4.2. CONTRACTORS LIABILITY AND INSURANCE

8.4.2.1. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightening, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract. **Explanation:** For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

8.4.2.2. Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said

insurance shall be in the joint names of the Bank and the Contractor, Banks name being mentioned first in the policies and the Contractor shall deposit with the Bank the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Bank only and may be paid to the Contractor or any other agency of Bank's choice in the instalments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.

8.4.2.3. The Contractor shall at all times indemnify and keep indemnified the Bank against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Bank's Liability Act 1938,Workman's Compensation Act 1923,the Maternity Benefit Act 1961,the Bombay Shops and Establishments Act1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Bank or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

8.4.2.4. Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/sub-Contractor/nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor /Sub-Contractor. Such insurance shall be taken to include employees/ workmen covered by the Workman's Compensation Act 1923, as well as those employees /workmen not covered by the said Act. Separate insurance policies may be taken for employees/work men covered by Workman's Compensation Act 1923, and employees/ workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this paragraph for the personnel in employment with the Contractor/Sub-Contractor may be in their Bank's names of the Contractor/Sub-Contractor/nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor/Sub-Contractor/nominated Sub-Contractors, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Bank. The policy in original shall be deposited with the Bank. However, if the Policy obtained by the Contractor is not project-specific but covers several works, a certified copy of the Policy shall be submitted to the Bank, together with original which shall be returned after verification.

8.4.2.5. The Contractor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work

and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Bank and the s and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Five Lacs. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Bank within seven days of its issue by the insurer.

8.4.2.6. The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the works are completed and handed over to Bank.

8.4.2.7. The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Bank or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractors and nominated Sub-Contractors also.

8.4.2.8. If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Bank may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Bank from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.

8.4.2.9. All Insurance Policies shall be obtained from nationalized Insurance Companies only.

8.4.2.10. Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Bank in Proforma 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said proforma together with relevant documentary evidence.

8.4.2.11. No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with

two photocopies thereof, for the payment of the premia shall be furnished by the Contractor to the Bank. The original receipts will be returned to the Contractor after verification. The Bank reserves the right for payment for works done subject to fulfilment of this condition and shall instruct the **Architect/** accordingly.

8.4.2.12. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pay compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.

8.4.2.13. If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Bank in any liability tortuous or otherwise and/or loss or damage, the Bank shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Bank under this Contract or any other Contract.

8.4.2.14. Upon taking possession of the works under the Contract, the Bank shall take out parallel insurance, to insure all persons who are not the Contractor's or the Sub-Contractor's or the nominated Sub-Contractors or the Project Management 's staff or the agent of the Banks authorized representatives on getting the occupation certificate, the Bank will maintain their own insurance Policy and the Contractors will cease to be responsible for the insurance of Bank's personnel.

8.4.2.15. The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the **Architect/**. Once delays are certified by the **Architect/**, he shall have to ensure that the insurance Policies are progressively extended.

8.4.2.16. The Banks' insurance Policy shall cover the risk for Banks' agents, s, Architect/s etc. appointed by the Bank.

8.4.2.17. The Bank shall insure the building in totality on obtaining possession of the building and other structures.

8.4.2.18. Insurance Policies

On commencement for the work :-

a) The contractor shall take out a suitable C.A.R. Insurance policy covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till the defect liability period is over.

b) The contractor shall take out and submit to the Architect and EMPLOYER, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to Rs.35 Lakh in respect of any one accident or series of accidents arising out of one event or Rs.15 Lakh in respect of any passer-by. The policy shall be kept valid, till end of defect liability period.

c) The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till the end of defect liability period.

d) Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk.

In Respect of Damage to Person and Property :-

From Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any subcontractor or of any of his or a sub-contractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include interalia any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and Any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim.

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

Against third party risks: -

On commencement of the work, the contractor shall take out and submit to the Employers a suitable insurance policy against third party risks. The limits of liability of this insurance shall be as follows:
Rs. 15 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take-out third-party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.

GENERAL CONDITIONS OF CONTRACT

1. **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.

(i) a. **"Employer" / "Owner"** means **Bank of Baroda. (BOB)** a Corporate Body constituted under Banking and Companies (Acquisition and Transfers of Undertaking) Act 1970 and having its Head Office at Vadodara and Corporate Office at Mumbai.

b. "**Project Management Consultant (PMC)**" means the Consultant appointed by Bank of Baroda for this Project.

c. **"Engineer-In-Charge (EIC) / Engineer"** means authorized representative of PMC/ Bank/ Architect

d. **"Architect"** i.e. Project Architect appointed by Bank of Baroda for this Project.

e. "GBC" means Green Building Consultant appointed by Bank to ensure Projet execution complying with the IGBC norms for new Building Construction.

(ii) **"Contractor" shall** mean: -

a) In the case of a Partnership firm :- ---------- - and ---------- trading as partners in the name and style of ---------- and 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.

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

c) 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.

(iii) **"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.

(iv) **"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) The Bid including Appendix to Bid, Addendum if any
d) Special Conditions of Contract
e) General Conditions of Contract
f) Priced Bill of Quantities
g) Technical Specifications (including any further instructions by Engineer / EIC during construction work)
h) Drawings (Tender drawings / Working drawings issued during construction)

(v) **"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.

(vi) **"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.

(vii) **"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.

(viii) **"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.

(ix) **"Drawings"** means the drawings prepared by the Architects and issued by the Engineer-in-Charge / Engineer & 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.

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

(xi) "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 will be approved by the Architect.

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

(xiii) "Materials" means the materials, apparatus, equipments, fittings, fixtures and all such other material which are incorporated in the 'work".

(xiv) "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 Completion by the Engineer-in-Charge / Engineer.

(xv) "Period of Maintenance / Defect Liability Period" shall mean the period of 365 (Three hundred Sixty Five) days calculated from the date of virtual completion of the works as certified by the Engineer-in-Charge / Engineer.

(xvi) "Urgent Works" means any urgent works, which in the opinion of the Engineer-In-Charge / Engineer 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.

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

(xviii) "Approved" means approved in writing; "Approval" means approval in writing.

(xix) "Month" means calendar month.

(xx) "Week" means seven consecutive calendar days.

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

(xxii) **"Contract Value / Tender Value"** means the total value of the tender as accepted by the Employer.

(xxiii) **Interpretations / Marginal Note / Heading / Catch Lines**.

The Marginal Notes, Headings and in the catch lines hereto and in the annexures 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 annexures 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.

2. **Language and Law**

The language in which the Contract documents shall be drawn up shall be English only and the law governing the Contract is the law of Union of India.

3. **Errors, Omissions and Discrepancies**

In all cases of errors, omissions and / or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer whose elucidation, elaboration or decision shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

4. **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.

5. (i) **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.

(ii) **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 & within **fourteen days thereof**, the successful tenderer shall sign an agreement in accordance with the draft agreement. The Contract shall be executed in quadruplicate and the Employer, the PMC, the Architect and the Contractor shall be entitled to one executed copy each for their use.

(iii) **Commencement of Works**

Contractor shall commence the work within 7 days from the date of issue of the Acceptance Letter / Work Order issued to the Contractor or the date of handing over of site which ever is later.

(iv) **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 7 days from the date of issue of acceptance letter / work order 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 and otherwise in accordance with such reason able proposals of the Contractor as he shall, by notice in writing to the Engineer, make and 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 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 EIC shall grant an extension of time for the completion of the works on approval from Employer.

(v) **Wayleaves, etc.**

The Contractor shall bear all expenses and charges for special or temporary wayleaves 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.

6. **Custody of Drawings & Specifications**

The Contractor will be given free of cost two copies of Drawings during the progress of the works. Any further copies of such Drawings required by the Contractor shall be obtained by him from the Engineer 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/ PMC 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 Employer all Drawings and Specifications. No drawings shall be taken as in itself an order for execution unless, in addition to the Architect signature, it is marked "Fit for Construction" by PMC.

7. **Disruption of Progress**

The Contractor shall give adequate but not less than 4 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.

8. **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 Employer / Architect / PMC. The Engineer may in his absolute discretion or in consultation with Employer / Architect 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: -

(a) The variation or modification of the design, quality or quantity of items of works or the addition or omission or substitution of any item.

(b) Any discrepancy in the Drawings or between the Bill of Quantities and / or Drawings and / or Specification.

(c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.

(d) The removal and / or re-execution of any works executed by the Contractor.

(e) The dismissal from the works of any persons employed thereupon.

(f) The opening up for inspection of any work covered up.

(g) The amending and making good of any defects.

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 three days & if not dissented

from in writing within a further three days by the Engineer, such shall be deemed to be Engineer's instructions within the scope of the Contract.

9. **Duties of Project Management Consultant (PMC)**

The Project Management Consultant engaged by the Employer shall supervise the works and to test any materials to be used in the works. The contractor shall provide Project Management Consultants facility and assistance for examining the works and materials and checking and measuring works and materials.

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

The PMC shall have no power to revoke, alter, enlarge or relax any requirements of this contract or to sanction any day work, additions, alterations, deviations or omissions unless such an authority may be confirmed by written order of the employer.

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

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

The PMC shall have such other power and discharge other functions as are specifically provided in this contract included such incidental or consequential powers or duties,

subject always to such specific instructions or directions of the Employer, which shall be duly notified to the Contractors.

10. **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 therefrom, 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.

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 on approval from 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 Engineer in Consultation with Employer.

11. **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.

12. **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.

13. **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 subcontractors 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 no. 36** hereof. The Contractor shall indemnify the Employer from all risks on this account.

14. (i) **Contractor's Senior Representative for Execution & Co-ordination 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.

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

(ii) **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.

(iii) **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.

(iv) **Un authorised Persons**

No un authorized 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.

15. **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 no. 29** 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.

16. **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.

17. (i) **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 Government recognized / any approved testing laboratory

The Contractor shall upon the instruction of the Engineer furnish him with documentation to prove that the materials and 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.

(ii) **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 provide to the Engineer samples alongwith the detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make / material might have been stipulated atleast before 90 days of their incorporation in work. If certain items proposed to be used are of such nature that samples cannot be presented or pre pared at the site, detailed literature / test certificate of the same shall be provided instead to the satisfaction of the Engineer. Before submit ting 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 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 Engineer, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the 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 Engineer shall communicate his 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.

(iii) **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 to be supplied under the Contract, and if part of the said materials is being manufactured on other premises the Contractor shall obtain for the Engineer permission to inspect, examine and test as if the said Plant were being manufactured on the Contractors premises. Such inspection, examination or testing if made shall not relieve the Contractor from any obligation under the Contract.

(iv) **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.

(v) **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.

(vi) **Certificate of Testing**

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

(vii) **Rejection**

If as a result of such inspection, examination or test of the works 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 and that all reasonable expenses to which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

(viii) **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 no. 17 above. Likewise Fabrication Materials or Contractor's Equipment shall be delivered to Site only upon an authorisation 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.

(ix) **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.

(x) **Inspection Reports**

The Contractor shall provide the Engineer with 3 copies of reports of all inspections and tests.

(xi) **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 or required as per standard practice of the trade / BIS.

(xii) **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 not required as per standard practice / BIS.

(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 authorised by Engineer at any place other than the site or the place of manufacture / fabrication and shows the materials, plants not to be in accordance with the provision of contract then the cost of such test shall be borne by the Contractor.

18. **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 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. Generally, in absence of any specification BIS code, CPWD and PWD Specification shall be followed in order of preference.

19. **Obtaining Informations 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.

20. **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.

21. **Access for Inspection**

The Employer, Architect, 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, 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 authorised by the Employer, Architect or the Engineer except the representatives of public authorities shall be allowed on the works at any time.

22. (i) **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.

(ii) **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.

23. (i) **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 & no undertaking shall relieve the Contractor from the full & entire responsibility of the contract or from active superintendence of the works during their progress.

(ii) **Work is to be Carried Out to the Satisfaction of Employer / Engineer**

The Contractor shall carry out all the works strictly in accordance with Drawings, detailed Specifications and instructions of the Engineer. If in the opinion of the Employer or EIC 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.

(iii) **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 carryout 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.

(iv) **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 / Employer or their 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 / EIC or their 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 amount 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.

(v) **Default of Contractor in Compliance**

If the Contractor after receipt of written notice from the Engineer / EIC 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.

24. DELETED

25. **Security Deposit / Retention Money**

For due fulfillment of the contract by the Contractor, 8% of the value of each Interim Bill will be retained by the Employer towards Retention Money until the total Security Deposit including Initial Security Deposit amounts to 5% of the Contract Value or Actual Value of work whichever is higher. 50% of the security deposit shall be released to the contractor after issue of virtual completion certificate and balance 50% on issue of "No Dues Certificate" as per **Clause no 35.** The amounts retained by the Employer shall not bear any interest.

All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise

payable, within ten days after such deduction make good in cash the amount so deducted.

The security deposit of the contractor will be forfeited if he fails to comply with any of the conditions of the contract.

31. **Certificates & Payment**

(i) DELETED

(ii) **Secured Advance on Materials at Site**

The Contractor will be paid secured advance against cement, reinforcement steel & Structural steel and other non perishable and quantifiable material as decided by Engineer 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 75% of the cost of the materials or **60% of the relevant item rate, whichever is less at the discretion of Employer** and the Contractor shall produce necessary vouchers / documents in support of cost of each material. No advance shall be admitted for perishable materials or cannot be stored and quantified properly and materials procured prematurely as decided by the Engineer. The secured advance so given to the Contractor will be recovered from next two (2) R.A. Bills.

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. These advances 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 as per **Annexure I** for any loss either due to theft or fire etc.

(iii) **Interim Bill**

(a) 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

(b) of Work for Interim Certificate" (or less at the sole discretion of the Engineer / Employer) 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'.

(c) The contractor shall generally be paid one Interim bill in a month satisfying the minimum value of work, which shall include work done and secured advance against material. If in the opinion of the Engineer the progress of the work warrants a second payment in a month, the same shall be so arranged by the Employer.

(d) After submission of bill along with complete information, vouchers, etc. to the satisfaction of the Engineer and after making necessary deductions toward Income Tax, Work Contract Tax and other recoveries deductible at source, the bill will be paid as follows:

(e) An adhoc payment of 75% of the value of work done as assessed by the Engineer and vetted by EIC/Architect shall be released within 7 working days by the Employer, after certification by the Engineer/Architect who will certify within reasonable period from submission of Bill with necessary vouchers, documents etc.

(f) Balance amount shall be certified by the Engineer/Architect on submission of bill and payment shall be released by the Employer within 15 working days of certificate receipt from the Engineer/Architect.

(g) All Interim Bill payment shall be regarded as payment by way of advance against the final payment only & not as payment for the work actually done.

(h) All payments under this Clause will be released after due checking & verification by EIC/Architect.

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

32. **Time for Completion**

The entire work is to be completed in all respects within -2- months from the Date of Commencement as stated

If required in the contract or as directed by the Engineer / Employer, 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 for above.

33. **Extension of Time for Completion**

i. If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time, Contractor shall furnish the reasons in detail and his justification, if any, for the delays.

ii. If in the opinion of the Engineer the works be delayed for reasons beyond the control of the contractor, the Engineer with due consultation with Employer may make a fair and reasonable extension of time for completion of the contract works such time extension will be said as "Authorised Time Extension" which will not qualify for levy of liquidated damages.

iii. If the works be delayed beyond the authorized time extension, the Engineer with due consultation with Employer may allow extension of time for completion of contract works but with levy of Liquidated damage as stated in this tender.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

iv. The contractor shall be bound to extend validity of all insurance covers, Bank Guarantees till such period of completion as may be considered necessary at contract cost.

34. **Virtual Completion Certificate**

Virtual Completion of works means the completion of whole of the work substantially in all respects including all types of testing, obtaining all necessary statutory approvals and is fit for occupation. The works shall not be considered as completed until the Engineer in Consultation with Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of virtual completion as certified by the Engineer.

35. **Approval Only by No Dues Certificate**

(i) **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 & 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.

(ii) **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.

36. **Defect Liability Period**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within 365 days after the date of the virtual completion of the works as certified by the Engineer, arising in the opinion of the Engineer from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Engineer equivalent to the cost of amending such work and in the event of the amount retained under Retention Money clause hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Specialist

Agencies employed on the works who has been nominated or approved by the Engineer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and other related clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or

the passing of any accounts, by the Engineer. The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by Employer's personnel during the use of the building after being occupied.

37. **Liquidated Damages for Delay**

If the Contractor fails to complete the works by the period stated in the Appendix or within any authorized extended time as per tender terms hereof and the Engineer with due Consultation with Employer certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or authorized extended completion date, as the case may be, the Contractor shall pay the Employer the sum named in the Appendix to Form of Tender 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.

38. (i) **Default of Contractor**

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

i) Or if the contractor (whether an individual; firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract. To be attached by or on behalf of any of the creditors of the Contract.

ii) Or shall assign or sub-let the Contract without the consent in writing of the PMC / Architect / Employer first obtained.

iii) Or shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.

iv) Or if the PMC / Architect shall certify in writing to the Employer that the Contractor:

a) has abandoned the Contract, or
b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the PMC written notice to proceed, or
c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be complete with the time agreed upon , or
d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the PMC written notice that the said materials or work were condemned and rejected by the PMC under these conditions, or
e) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed. By the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same or
f) has to the detriment of good workmanship or in defiance of the PMC instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means if his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the PMC/Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said and the expenses or loss which the

Employer shall have been put to in procuring the works to be completed and the amount, it 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, and the certificate of the Architect / Employer shall be final and conclusive between the parties. On termination of the contract, the contractor shall forthwith remove himself and his workmen from the works site.

(ii) **Default of Employer**

a) If payment of the amount payable by the Employer under the Certificates of the PMC / Architect shall be in arrears and unpaid for 45 (forty five) days after notice in writing requiring payment of the amount shall have been given by the Contractor to the Employer, or the Employer commits any 'Act of Insolvency', or if the Employer being an individual or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the Employer shall repudiate the contract, or if the official assignee or the liquidator in any such winding up fails within 15 (fifteen) days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to

b) become due hereunder and if required by the Contractor, to give security for the same, or if the works be stopped for 3 (three) months under an order of the PMC/Architect or the Employer or by any injunction or other orders 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 PMC/Architect, and he shall be entitled to recover from the employer payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates or prices quoted for Item rate work 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 No. 29 (c) of GCC.

39. (i) **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 forthwith determine but without prejudice to the claims of either party in respect of any antecedent breach thereof.

(ii) **Compliance with Engineer's Direction on Determination**

If the Contract shall be determined under the provisions of the **Clause no. 39 (i)** the Contractor shall with all reasonable dispatch comply with the directions of the Engineer in respect to:

(a) Cancellation of outstanding commitments

(b) Performance of further work required for the protection of work executed

(c) The removal of Constructional Plant Temporary Works and materials from the Site

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

(iii) **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 joint certification of Bank, Project Architect and Project Management Consultant with consultation of the Green Building Consultant and only uon approval of the Bank authority and

(a) The reasonable cost of complying with the Engineer's directions under sub-clause (ii) hereof and

(b) 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.

(iv) 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:

a) Failure of Contractor to proceed with or complete the works in the time or manner stipulated
b) Contractor's bankruptcy
c) Failure of Contractor to commence the work
d) Failure of Contractor to regularly proceed with the work for a certain fixed period
e) Failure of Contractor to proceed to the satisfaction of the Employer or the Engineer
f) Failure of Contractor to proceed with the work for any reason independent of prevention by Employer
g) 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
h) Failure of Contractor in complying with the orders and directions given by the Engineer
i) Failure of Contractor in complying with the Specification, stipulations, conditions or Drawings
j) The Contractor being guilty of any default in the fulfillment of the contract
k) The Contractor leaves the work unfinished
l) Failure of Contractor, after due notice, to rectify defective work
m) The Contractor renouncing materials from site and
n) Failure of Contractor to maintain the works

40. **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, 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.

41. **Insurance Policies**

On commencement for the work :-

a) The contractor shall take out a suitable C.A.R. Insurance policy covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till the defect liability period is over.

b) The contractor shall take out and submit to the Architect and EMPLOYER, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to Rs.35 Lakh in respect of any one accident or series of accidents arising out of one event or Rs.15 Lakh in respect of any passer-by. The policy shall be kept valid, till end of defect liability period.

c) The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till the end of defect liability period.

d) Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk.

In Respect of Damage to Person and Property :-

From Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any subcontractor or of any of his or a sub-contractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include interalia any damage to building, whether immediately adjacent or otherwise, any damages to roads, streets, footpaths, bridges, or ways as well as all damage to the buildings and works forming the subject of this contract by first or other inclemency weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim.

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

Against third party risks :-

On commencement of the work, the contractor shall take out and submit to the Employers a suitable insurance policy against third party risks. The limits of liability of this insurance shall be as follows:

Rs. 15 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.

CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Sr.No	Nature and Scope of Risk	Value of Insurance	Validity Period of Insurance	Name of the Insurer	Insurance Policy No. and
1.	Loss of damage to works or any part thereof and all materials at site from any cause whatsoever. **CAR Policy**	100 % of Contract Amount	The policy shall be valid till completion of defect liability period.	The policy shall be in the joint names of the Employer / Bank	
2.	Damage, Loss or Injury to any Property of the Employer or Consultant to any person including the Employer or Consultant for his Agents and Servants.	Rs. 35.00 Lakhs per claim upto 3 claims	- DO -	- DO -	
3.	Claims under the Workmen's Compensation Act, 1923	As per Govt. Rules	- DO -	- DO -	
4.	Third party insurance	Rs. 15 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence	- DO -	- DO -	

		including visitors like Local Authority, Vendors etc.			

42. (i) **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 communication 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.

(ii) **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 and disturbance and with the approval of the Engineer and 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 and expenses whatsoever in regard or in relation to such liability.

43. **Suspension of Work**

The Contractor shall on the written order of the Engineer in Consultation with EIC 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 & overhead costs of the Contract relatable 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. However, the same will not be payable if the such suspension is :

(a) Otherwise provided for in the Contract

OR

(b) Necessary by reason of inclement weather conditions affecting adversely the safety or quality of the Works.

OR

(c) 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.

44. **Settlement of Disputes and Differences**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, manner or thing whatsoever in any way arising out for relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or

failure to execute the same whether arising during the progress of the work or after the cancellation, Termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the **Authority of Bank Of Baroda** and endorse a copy of the same to the Architect, within 30 days from the date Of disallowance thereof or the date of deduction or recovery. the said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **Authority of Bank Of Baroda** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the **Authority of Bank Of Baroda** in writing in the manner and within the time as aforesaid.

iii) **Authority of Bank Of Baroda** shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of **Authority of Bank Of Baroda** submit his claims to the conciliating authority namely **the next higher Authority of Bank Of Baroda** for conciliation along with all details and copies of correspondence exchanged between him and the **Authority of Bank Of Baroda.**

45. **Arbitration**

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned **Dy. General Manager, Bank Of Baroda** of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

v) Except where the decision has become final, binding and conclusive in terms

of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the **General Manager, Bank Of Baroda.** It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank office and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed

in the manner aforesaid by the said **General Manager, Bank Of Baroda.** Such person shall be entitled to proceed with the reference from the stage be entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking orbit ration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such **General Manager, Bank of Baroda** as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re - enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

46. **Boreholes & Exploratory Excavation**

If at any time during the execution of the works the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of **related clause of the tender** hereof unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

47. **Fossils, Etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer's representative of such discovery & carry out at the expense of the Employer & the instructions of Engineer's representative's to the disposal, or otherwise, of the same.

48. **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's 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 related clause hereof.

49. **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.

50. (i) **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.

(ii) **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.

(iii) **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 & 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.

51. (i) **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.

(ii) **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.

The selected contractor on receipt of the consent of being lowest bidder (L1) from the Bank will require to submit an undertaking on minimum Rs.300/- non-judicial stamp paper with the reference format as given below:

UNDERTAKING AFTER AWARD OF WORK

To
The Head (Apex Academy)
Bank of Baroda
GH-4, Near Udyog Bhavan,
Sector-11
Gandhinagar-382011

Dear Sir,
We, M/s ……..; having our registered office at ……. ……. ……. ……. ……. have quoted bid at a total amount of Rs…… (excluding GST) and Rs……. (including GST)
We undertake to complete the Construction Project within the stipulated period as per tender terms.
We also hereby undertake to follow / comply all the tender terms and conditions, work & item specifications as per Technical Bids, Price Bid, detailed drawings, tender addendum terms, Work Order terms & conditions etc. We, further undertake to execute the work as per priority work list of Bank. We will submit the work plan in advance and will work in co-ordination with the other agencies working on site.
We will complete the work in collaboration with other contractors as per instructions of Bank & Consultants appointed by the Bank and we also understand that the Bank will levy the penalty for delay in the work and for poor performance as well as non performance of any required or assigned task in conformity with prescribed terms & conditions of the tender.

Date: (Signature by Authorised Signatory)
Place: