NOTICE INVITING TENDER FOR CIVIL AND ALLIED EXTERNAL DEVELOPMENT WORKS OF BARODA APEX ACADEMY BUILDING, LAW GARDEN, AHMEDABAD

TENDER DOCUMENT

TENDER NO-BAA/PE/59/T-1

VOL. I

(NIT, GCC, SPECIAL CONDITIONS, ANNEXURES & APPENDIX AND TECHNICAL SPECIFICATIONS)

BANK OF BARODA,
Baroda Apex Academy Building,
Udhyog Bhavan, Sector – 11,
Gandhinagar – 382001, Gujarat

****

VOLUME – I

CONDITION OF CONTRACT

Name of Work: - "Notice Inviting Tender For Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat."

INDEX

S.No	DESCRIPTION	PAGES No.
1	Section A- Notice Inviting Tender	NIT 1-5
2	Section B- Instruction For Tendering	1-2
3	Section C- Introduction & Basic Details	3-8
4	Section D- Eligibility Criteria	9-13
5	Section E- Inform. & instructions to the tenderer	IIT1- IIT7
6	Section F- Form of Tender	F 1- F 10
7	Section G- General Condition of Contract	GCC1- GCC 51
8	Section H- Special Condition of Contract	SCC1-SCC15
9	Section I- Proforma & Annexures	PA1-PA17
10	Integrity Pact	

SECTION A

NOTICE INVITINGTENDER

NOTICE INVITING TENDER

To,
The Head
Baroda Apex Academy,
Bank of Baroda,
Near Udhyog Bhavan,
Sector – 11, GH Road ,
Gandhinagar.

Tender for Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat"

Dear Sir,

1.1 **The Bank of Baroda (BOB),** herein called the Employer / Owner, hereby invite tender from experienced contractors for **Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat."** on item rate basis

1.2 The tender forms can be downloaded from bank's website https://www.bankofbaroda.in/tenders from **18/11/2023 to 13/12/2023 up to 14 : 00 hrs**.

1.3 Submission of Tender

The Tenders are to be submitted in three separate envelopes, each sealed and clearly identified as to envelope number and contents as indicated below. The three envelopes shall be contained in a large envelope **superscribed " Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat."**
Your tender duly filled in, signed and sealed, should be addressed and hand delivered to **The Head Baroda Apex Academy, Bank of Baroda, Near Udhyog Bhavan, Sector – 11, GH Road, Gandhinagar.** on or before **14:00 hrs of 1 3 / 1 2 / 2 0 2 3** or the tender box placed at Ground floor Bank of Baroda, Baroda Bhavan, Sector – 11, Gandhinagar.

1.4 Each Tenderer shall submit one copy of Conditions of Contract (Vol.-I), Specifications (Vol.- II) and One set of Drawings and 2 copies of Bill of Quantities (Vol.-III) for preparation of this Tender. Tenderers shall submit the documents in Envelope No. 1, Envelope No. 2 and Envelope No. 3 as stated below.

1.5 (i) **Envelope No. 1**

Envelope No. 1 shall contain the following:

a) **Earnest Money Deposit** of **Rs. 3,25,000/- (Rupees Three Lakh Twenty Five Thousand Only)** in the form of Demand Draft / Bank Guarantee only in favour of Bank of Baroda drawn/issued on any Nationalized / Scheduled Bank and payable at Gandhinagar. (Exempted for NSIC/MSME for valid certificate)

b) Vol. I and Vol. II along with set of the drawings duly stamped and signed oneach page.

c) All submittals as per Clause 6 of **Information and Instructions to Tenderers.**

d) Any others as stated in tender Documents

This envelope shall be super scribed **"Envelope No. 1 - Technical Bid for "Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat."**

(ii) **Envelope No. 2**

Envelope No. 2 shall contain 2 copies (one marked 'Original' and other marked 'Duplicate Copy') of Priced Bill of Quantities duly filled in and signed on each page by the Tenderer. Ratequoted in the original copy of B.O.Q. shall be considered as valid. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in the Envelope No. 2 otherwise the tender shall be liable for rejection. **This envelope shall be super scribed** "Envelope No. 2 - **Priced Bid for** " **Civil and Allied External Development Works of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat."**

iii) Envelope No.3

Envelope 1 and Envelope 2 shall be placed in envelope no 3. This envelope shall be super scribed "Envelop No. 3 - **Tender for "Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat."**

1.6 Late Tenders

Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.

1.7 Opening of Tender

The Envelope No. 1 i.e. the Technical Bid of the Tender will be opened immediately after last date and hour of submission i.e. on **13/12/2023 at 14:30** hrs or any extended date duly intimatedin presence of Tenderers who wish to be present. Representatives who wish to be present during the tender opening shall carry a proper letter of authority issued by the Competent Authority of the firm / company to attend the same, without which they shall not be allowed therein.

1.8 Prebid Meeting

BOB discourages the stipulation of any additional conditions by the Tenderer along with their offer. However, in case the Tenderer wishes to include any condition / stipulation / clarification in the tender document, he should submit the same in writing/email to Employer on or before **29/11/2023.** A prebid meeting will be held on **29/11/2023** at the office **The Head Baroda Apex Academy, Bank of Baroda, Near Udhyog Bhavan, Sector – 11, GH Road, Gandhinagar** at **11:00 AM**. The clarifications / conditions etc. of all the Tenderers, if any, will be examined and after discussions with all the Tenderers in the prebid meeting, the conditions acceptable to BOB will be intimated to the Tenderers through Corrigendum/Addendum on bank's website only. In case any further clarifications are required by the Tenderers, they may notify the Employer or Architect at least 7 days prior to the deadline of submission of bids. Copy of the response for the above clarifications as well as any others at Employer's initiative will be forwarded to all tenderers through Addendum / Corrigendum but without identifying its source. The Tenderer shall return the above documents duly signed in Envelope No. 2 and this shall form part of the Tender document.

1.9 The Tender without EMD will summarily be rejected.

1.10 No other conditions shall be accepted thereafter and the Tenderer shall give a declaration accepting all the conditions given in the Tender or Addenda / Corrigendum if any. **Tender along with any conditions is likely to be rejected.**

1.11 Evaluation of Tender

The bidders who submit the documents as required as well as other criteria as stipulated in the Tender will be qualified for opening of their Price Bid.

1.12 Validity of Tender

The Tender shall be valid for a period of 90 days, from the last date of submission of the tender. The tenders shall not be entitled during the said period of 90 days to revoke or cancel orvary the tender. In case of tenderer revoking or canceling or varying this tender, the EMD shall be forfeited.

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

M/s. Bank of Baroda,

- **Hitesh Mahurkar** ,
  Chief Manager (Civil Engg.)
  Mobile No. : 9909476311
  Email : sc.ahmedabad@bankofbaroda.com

- **Mr. Rahul Damare**,
  Chief Manager (Civil Engg.)
  Mobile No. 08980040899
  E.mail : sc.ahmedabad@bankofbaroda.com

1.14 BOB shall not be bound to accept the lowest tender and reserves the right to reject any or allthe Tenders without assigning any reason therefor.

Yours faithfully,

……..

SECTION B

Notice Inviting Tender Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat."

IMPORTANT INSTRUCTIONS FOR Tendering

B.1	Important instructions for Tendering
	• This is an off-online tender event of Bank of Baroda. • Bidders (Contractors firms) are requested to read the terms & conditions of this tender before submitting their tenders. • Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid. • The intending bidders are required to submit their offer physically before the last date of submission of tender. • All the terms and conditions shall be as **per NIT** available on Bank's website **https://www.bankofbaroda.in/tenders** Complete Tender (Part I - Technical Bid) and (Part II - Commercial Bid) along with EMD shall be dropped in the tender box placed at Ground floor Bankof Baroda, , Baroda Apex Academy, Gandhinagar before last date of submission of the tender.
B.2	Bid Submitting & Opening
	• Part I Technical bid will be opened on specified date and time as given in the tender at Ground floor Bank of Baroda, Baroda Apex Academy, Gandhinagar Interested Bidder(s) can attend the said bid opening. • Part II Commercial bid will be opened only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated date of opening of Part-II Commercial bid, through valid email confirmed by them. • All entries in the tender should be entered in Technical & Commercial Formats without any ambiguity. • All notices /corrigendum shall be issued on the Bank's website only. • Tender cannot be accessed after the due date and time mentioned in tender. • The process Bidding for submission of Technical and Commercial Bid is offline.
B.3	Submission of Technical Bids and Commercial Bids
	The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid and Part II shall contain Commercial Bid. These bids shall be dropped in the tender box placed at Ground floor Bank of Baroda, Baroda Apex Academy , GH-4 Near Udyog Bhavan,Sector-11 Gandhinagar, Gujarat before last date of submission of the tender i.e. **13/12/2023 upto 14 : 00Hrs.**

	➢ **<u>The prices offered to the Bank must be Indian rupees</u>** ➢ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period. ➢ No price increase on account of exchange rate fluctuations. Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum in the tender section of Bank's Website https://www.bankofbaroda.in/tenders/corporate-office
B.4	Opening of Technical Bids
	The Technical Bids will be opened on 13/12/2021 @ 14:30 hrs in the presence of Bank's authorized committee at 7th floor , Bank of Baroda, Baroda Apex Academy , GH-4 Near Udyog Bhavan,Sector-11 Gandhinagar, Gujarat. The representatives of the bidders may remain present during the opening of Technical bids. No separate intimation will be given to the biddersin this regard.
B.5	Evaluation of Technical Bids
	Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation / demonstration, based on the criteria laid down hereinabove, will be opened. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.
B.6	Evaluation of Commercial Bids
	After the technical evaluation of the tenders, the price/commercial bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified bidders. Bank may at its discretion, request the shortlisted bidders to give a demonstration of their proposed system at their cost before opening of price bid. This will also be considered as a part of technical evaluation. Lowest quoted bidder (L-1) shall be awarded work subject to satisfying terms and conditions of tender.
B.7	Site address
	Baroda Apex Academy Building, Law Garden, Ahmedabad – 380006

SECTION C

INTRODUCTION

The above Project of Bank of Baroda for '**Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat"**

Firms who fulfill the following minimum pre- qualifying / eligibility criterions need only apply:

- Average Annual financial turnover of the firm during the last -3- years ending 31st March,2023, should be **Rs 97.50 Lacs**. Supported with audited balance sheets.

- The firm should have minimum 7 years' experience in this field (as per registration/establishment certificate)

- Experience of having successfully completed similar works (Civil, Interior Design & MEPF) / job for Office building, Commercial building, Institutional building, mentioned hereinabove for Public Sector Undertaking, Govt. Project or Corporate Sector, Banks, reputed firms in commercial building and institutional building during last – 7 years (as on 31.10.2023) should be either of the following.

A) Three similar completed works each costing not less than **Rs 260.00 Lakhs**

OR

B) Two similar completed works each costing not less than **Rs. 162.50 Lakhs**.

OR

C) One similar completed work costing not less than **Rs**.**130.00 Lakhs.**

Note : Similar type of work means- Work having "Civil, Interior Furnishing, Electrical, HVAC, Firefighting, CCTV & allied" etc. executed for Office building, Commercial building, Institutional building, Interior Design mentioned hereinabove for Public Sector Undertaking, Govt. Project or Corporate Sector, Banks, reputed firms in commercial building and institutional building during last – 7 years (as on 31.10.2023) under single project / work order.

Note-Work order and completion of the work directly given by client in the name of participant firm shall only be considered for evaluation. Sub-contract work shall not be considered for valuation.

i. **Tenders by those bidders who do not submit Performance Certificates from their previous employers /clients with relevant details i.e. Project cost, date of completion of project, shall be liable to be summarily rejected.**

ii. The proposed work shall be executed by bidder and not as Joint Venture, tie-ups etc.

iii. Work executed by firm directly from client shall only be consider for evaluation.

Work executed by the contractor as Sub -contract shall not be considered for evaluation.

Duly filled & signed application /offers/Tender shall be submitted offline only.

Prequalification and Final selection of Contractor will be the ultimate choice of Bank. The Bank reserves the right to accept or reject any or all the application/s without assigning any reasons whatsoever.

Basic Information			
	Description	**Bidders response**	**Documents required**
1	Name of the Bidder/Organization		
2	Full address of the Registered office		
3	Full address of the Localoffice (if any)		
4	Contact no.		
5	Email id		
6	Year of Establishment		
7	Type of Organization(Whether sole proprietorship, Partnership, Private Ltd. ofLtd Co.		
8	Registered/empanelment with Govt. /Semi Govt./PSU Organization		
9	Name and qualification ofthe Proprietor / Partners /Directors of the Organization / Firm		
a	Name		
	Qualification		
b	Name		
	Qualification		
C	Name		
	Qualification		
10	Single point contact fromBidder side		
	Name		

	Contact no.		

	Email id		
11	Avg. Annual Turnover, in last 3 years (Up to 2023) should not be less than Rs 95.50 lacs		
	2020-21		
	2021-22		
	2022-23		
12	Three projects (costing not less than Rs 130 lacs)		
a. 1	Complete address of the Project		
a. 2	Address of office from where completion certificate is issued		
a. 3	Contact number		
a. 4	email id		
a.5	Designation of signatory of completion certificate		
a.6	Area of the building		
a.7	Final project cost		
a.8	Date of completion ofproject		
a.9	Completion certificate issuance date		
a.10	Scope of work		
b.1	Complete address of the Project		
b.2	Address of office fromwhere completion certificate is issued		
b.3	Contact number		
b.4	email id		
b.5	Designation of signatory of completion certificate		
b.6	Area of the building		
b.7	Final project cost		
b.8	Date of completion ofproject		
b.9	Completion certificate issuance date		
b.10	Scope of work		
c.1	Complete address of the Project		

c.2	Address of office fromwhere completion certificate is issued		
c.3	Contact number		
c.4	email id		
c.5	Designation of signatory of completion certificate		
c.6	Area of the building		
c.7	Final project cost		
c.8	Date of completion ofproject		
c.9	Completion certificateissuance date		
c.10	Scope of work		
13	Two projects (costing not less than Rs 162.50 lacs)		
a.1	Complete address of the Project		
a.2	Address of office from where completion certificate is issued		
a.3	Contact number		
a.4	email id		
a.5	Designation of signatory of completion certificate		
a.6	Area of the building		
a.7	Final project cost		
a.8	Date of completion ofproject		
a.9	Completion certificateissuance date		
a.10	Scope of work		
b.1	Complete address of theProject		
b.2	Address of office fromwhere completion certificate is issued		

b.3	Contact number		
b.4	email id		
b.5	Designation of signatory of completion certificate		
b.6	Area of the building		
b.7	Final project cost		
b.8	Date of completion of project		
b.9	Completion certificateissuance date		
b.10	Scope of work		
14	One completed project (costing not less than Rs 260 lacs)		
a.1	Complete address of theProject		
a.2	Address of office from where completion certificate is issued		
a.3	Contact number		
a.4	email id		
a.5	Designation of signatory of completion certificate		
a.6	Area of the building		
a.7	Final project cost		
a.8	Date of completion ofproject		
a.9	Completion certificateissuance date		
a.10	Scope of work		
15	No. of years of experience in the field		
16	Valid solvency certificate from Bank		
	Name of Bank		

	Amount		
	Validity		
17	GST No.		
18	PAN No.		
19	Whether any Civil Suit / litigation arisen in contracts executed / beingexecuted 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, status of pending litigation.(Attach separate sheet if required)		
20	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else anylitigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to besubmitted		
21	References with Address & Telephone Numbers of two persons, Email (Engineers, or top officialsof an organization) for whom you have executed similar works, who may bedirectly contacted by the Bank about the ability, competence or capability of your organization.		
22	Any other information		
23	Section A, B, E : Seal and signed by Bidder attached		
24	Section D: Bidders eligibility criteria attached		
25	Section F : duly seal and signed on letter head		
26	Annexure K (Part of Section I): Pre ContractIntegrity Pact) duly seal and signed		

SECTION D

ELIGIBILITY CRITERIA

All the supporting Documents are required to be submitted alongwith technical part 1. Details filledin this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. **All the documents submitted should be attested by the bidder**.

E.	Prequalification Criteria for Bidder who is submitting the bid.		
	Prequalification Criteria	Bidders Response Yes/No.	Documents Required
E.1	Bidder's Average Annual turnover of last three years should not be less than Rs 97.5 Lakhs i.e. 2020-21, 2021-22,2022-23		
E-2	The firm should have minimum 7 years' experience in this field (as per registration/establishment certificate) (as on 31.10.2023)		
E3	Work executed by firm directly from client. (Work order and completion certificate required) (Work executed by the contractor as Sub -contract shall not be considered for evaluation)		

E-4	The bidders should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public / Private Sector Organizations during last seven (7) years (up to 31.10.2023)		
	A) Three similar completed works each costing not less than Rs. 130 Lakhs. OR B) Two similar completed works each costing not less than Rs. 162.50 Lakhs. OR One similar completed work costingnot less than Rs. 260 Lakhs.		

Proforma 1

DETAILS OF KEY PERSONNEL, GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDINGTHAT IN YOUR ESTABLISHMENT

Sr. No.		Name and Designation	Age	Qualifi-cation	Experie nce	Nature of Works handled	Name of the projects handled costing over Rs.52 Lacs.	Date from which Employed in your organization	Indicate details of Experienc e for similar projects
1		**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
1	Details of qualified in-house Civil Engineer								
2	Details of qualified In-house Interior Decoration supervisor/Jr. Civil Engineer/Jr. Electrical/Mechan ical Engineer, with details of experience in similar works.								
3	If the applicant is Having existing association/collab o ration or likely to form a consortium of/ with other Consulting								

	Engineers/ Contractor for the special work, the details ofthe intended setup shall begiven along with details of Technical Staff similar lines to the above.								

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark “As indicated in Boucher”.

2. Indicate other points, if any, to show your technical and managerial competency to any important point in your favour.

Proforma 2

Work capability and details of works in hand.

B) List of important works ON HAND not less than Rs.130 lacs for civil, Interior & Furnishing work, HVAC,Electrical, CCTV ETC.

Sr. No	Name of the project & location.	Name & full postal address of the owner. Also indicate whether Govt. Semi-Govt. Private body or Financial Institution with full postal address & details of contact person of the owner.	Contract Amount (Rs.) for interior furnishing works work only withcopy of WorkOrder	Completion Period Stipulated (Year)	Actual (Year) of completion	Any other relevant information.
1	2	3	4	5	6	7
1)						

Notes :

1. **Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".**

SECTION - E

INFORMATION AND INSTRUCTIONS TO TENDERERS

BANK OF BARODA

INFORMATION AND INSTRUCTIONS TO TENDERERS

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 withall 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 Head Baroda Apex Academy, Bank of Baroda, Near Udhyog Bhavan, Sector – 11, GH Road, Gandhinagar.**. 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, ascontained 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 forchecking 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 ofthese 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.

v) **In case the contractor has not quoted both rate and amount for any items, then themaximum of the quotes for that item by other bidders shall be taken for assessing the value of his tender. Further, in case he is awarded the work, the rate for the said item shall be payable as per the lowest rate quoted by other bidders.**

vi) The rate quoted shall be inclusive of all material, labour, profit, tools and tackles, lead and lift, transportation, cutting etc complete including all the taxes, duties, cess, excise, octroi, LBT, VAT, etc. The GST will be paid over and above quoted rates as per the prevailing rates to the contractor on production of necessary documents.

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 incommencement 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 forany claim in respect thereof. The Employer does not accept liability for any sum towards lossof overheads & profits of the contractor besides the accepted amount, subject to such variationsas are provided for herein or as deemed fit to Employer. However, necessary time extensionwill 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 shall supersede the others for quoting of rates.**

4.0 **Forms & Documents:**

i) The tenderer must use only the forms issued by the Employer to fill the rates.

ii) The Tender Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.

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) Each page of the tender documents should be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any of the documents not signed will likely be rejected.

ii) The tender submitted on behalf of a firm shall be signed by all the partners of the firmor 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

iii) Tender shall contain full address, Telephone Nos., Fax No. for serving notices / addendums required to be served to the Tenderer in connection with the Tender.

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

6.0 **The Tender shall accompany the following information and documents:**

a) A construction program in the form of Bar chart showing the sequence of operation together with the estimated time for major activities.

b) Full details of any special methodology or technique the Tenderer proposes to use for the construction or for any other purpose.

c) List of Proposed Technical man-power including their qualification & experience.

d) List of proposed specialized contractors / associate if any, along with their credentials inrespect to the trades of works together with their address.

e) Information regarding any changes from the previous submission made by the Tendererfor prequalification in respect of following aspects

- Details of Business & Technical Organization
- Financial resources

f) DELETED.

g) The Tenderers shall attach to their tender a copy, duly authenticated by a notary, of the documents containing the constitution of the consortium, company or firm by which theTender is submitted so as to indicate by what persons and in what manner a contract may be entered by the consortium, company or firm and what persons would be directlyresponsible for the due performance of the Contract and can give valid receipt on behalfof the consortium, company or firm.

h) List of the equipment, formwork and staging to be erected / installed / deployed at the site for timely completion of the works.

7.0 **Earnest Money**

No Tender will be considered as responsive which is not accompanied by a sum of **Rs.3,25,000/- (Rupees Three Lac Twenty Five Thousand only)** as Earnest Money Deposit (EMD) (**exempted for valid NSIC/MSMEcertificate)** in the form of Demand Draft / Pay Order drawn in favor of BOB or by way Bank guarantee from a Nationalized /scheduled bank. 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 willbe 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/valid NSIC/MSMEcertificate will be summarily be rejected.**

8.0 Initial Security Deposit;

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 7 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.

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/DD 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 theLetter of Acceptance / Work Order and forfeit the Earnest Money Deposit. The Bank Guarantee for Performance Guarantee shall be valid till the defect liability period.

10.0 The Tenderer (whether or not he submits a tender) shall treat the details of the documents as secret and confidential. In case a tenderer does not submit his tender, he shall return the blank Tender documents and drawings.

11.0 **Examinations & Evaluation of Tenders :**

Employer will examine each Tender to satisfy whether - i) has been properly signed, ii) 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. The Tender Evaluation will be as under:-

i) The Tender which does not fulfill the submission of documents as specified in Sl. No. –6 of Information & Instruction to Tenderers or elsewhere in the Tender document will be treated as unqualified and will be rejected.

ii) The Tenders whose documents are found in order and satisfactory as stated above will be treated as responsive Tenders and the Price Bid of responsive Tenders will only be opened.

During evaluation employer may ask for any clarification or documents including breakdownof unit rates to the tenderer but no change in the price or substance of the bid will be sought.

12.0 **Award of Contract:**

Subject to **Clause no. 13** 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 itselfthe 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.

13.1 **Deleted.**

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

****

SECTION - F

FORM OF TENDER

FORM OF TENDER

DATE : . ./2023

To,
The Head
Baroda Apex Academy,
Bank of Baroda,
Near Udhyog Bhavan,
Sector – 11 , GH Road ,
Gandhinagar.

Dear Sir,

Having examined the Drawings, Specifications, Designs and Bill of Quantities relating to the worksspecified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto asaffecting the tender, I / We hereby offer to execute the works specified in the said memorandum within the time specified at the rates mentioned in the Priced Bill of Quantities or any agreed rateson negotiation and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of contract, Appendix to the form of Tender, articlesof agreement, Addenda, Bill of Quantities and with such materials as are provided for, by, and in allother respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Description of works	:	**Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat.**"
(b) Earnest Money Deposit	:	Rs. 3,25,000/- (Rupees Three Lakhs Twenty Five Thousand Only).(Exempted for valid certificate of NSIC/MSME)
(c) Initial Security Deposit	:	2% of the Contract Value by Bank Demand Draft within 7days of issue of LOA / Work Order.
(d) Performance Guarantee	:	5% of Contract Value in the Form of Bank Guarantee from any Nationalized Bank within 14 days of issue of LOA / Work Order. Validity up to defect liability period of contract.
(e) Retention Money /Security Deposit		Retention Money to be deducted in cash @ **8%** of eachInterim Bill subjected to total Security Deposit i.e. Retention

		Money and Initial Security Deposit does not exceed 5% of Contract Value or final Actual Value of work whichever is greater.
(d) Time allowed forcompletion	:	**-6- (Sixth) calendar months** from date of commencement
(e) Splitting of the work	**:**	**Bank has right to split / award the work to more than onecontractors. Keeping in view of the quantum of work, work may be divided among L1, L2 & L3. Ratio of the work division among L1, L2 & L3 will be 60:20:20 OR among L1 & L2 in 60:40. But L2 & L3 should carry out work at the rate of L1.**

2. Should this tender be accepted, I / We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to **Bank of Baroda** the amount mentionedin the said conditions.

3. I / We have deposited a sum of Rs. 3,25,000/- (Rupees Three Lakhs Twenty Five Thousand Only) asearnest money in the form of Demand Draft with the **Bank of Baroda, payable at Gandhinagar** should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by **Bank of Baroda.**

4. Our bankers are: (With full

address):(i)

(ii)

The names of partners of our firm

are:(i)

(ii)

Names of the partner(s) of
thefirm authorised to sign

Name of person having
powerAttorney to sign the
Contract (Certified
truecopy of the
Power of Attorney
should be attached)

Yours faithfully,

Signature of Contractor

(Signatures and addresses of

witnesses)(i)

(ii)

APPENDIX TO FORM OF TENDER

Item	Reference Clause No.	Description
Contract Value / TenderValue	1 (xxii) of GCC	Total value of the Tender as accepted by theEmployer.
Date of Commencement	5 (iii) of GCC	7 (seven) days from the date of issue of the acceptance letter / work order or the date ofhanding over of site whichever is later.
Time of Completion	32 of GCC	6 months from the date of commencement.
Liquidated Damages for Delay	37 of GCC	0.5% of Contract Value per week or part Thereof
Limit of Liquidated Damages	37 of GCC	5% of Contract Value.
Defects Liability Period	36 of GCC	365 days from the date of virtual CompletionCertified by the Engineer-in-Charge/ Architect.
Earnest Money Deposit	7 of IIT	Rs. 3,25,,000/- (Rs Three Lakh Twenty Thousand Only) in the form of Demand Draft/BC/Bank Guarantee from Nationalised/scheduled Bankin favour of Bank of Baroda payable at Gandhinagar.
Insurance	41 of GCC	As per **41 of GCC**
Mobilization Advance	31 (i) of GCC	Not allowed/Not payable.
Recovery of MobilizationAdvance	31 (i) of GCC	N.A.
Secured advance onMaterials at site	31 (ii) of GCC	75% of the cost of materials or 60% of the relevant item rate whichever is less as determined by the Engineer. Sole decision ofBank whether accept or reject the request.

Item	Reference Clause No.	Description
Minimum Value of Workfor Interim certificate	31 (iii) of GCC	Rs. 1.00 crore for each Interim Bills.
Payment of Interim Bill	31 (iii) of GCC	Interim bill shall release after 15 working days from the date of receipt of Architect's Certificate. Adhoc payment of 75% of the net payment tobe released within 10 working days from thedate of receipt of Architect's certificate (on request of contractor). Balance 25% to be released after 15 workingdays from the date of receipt of Architect's Certificate.
Initial Security Deposit	8 of IIT	2% of Contract Value in the form of Demand Draft / BG from a Scheduled Bank within 7 days from the date of issue of LOA/ Work Order .
Performance Guarantee	9 of IIT	5% of Contract Value in the form of Bank Guarantee from Nationalized & Schedule Bank within 14 days from the date of issue ofLOA / Work Order.
Submission of Final Bill	31 (iv) of GCC	Within 60 days from the date of virtual completion as certified by the Engineer.
Payment of Final Bill	31 (iv) of GCC	Within 60 days from the date of submission of the bill by the Contractor along with complete information & voucher.
Retention Money / Security Deposit fromInterim bills	30 of GCC	To be deducted in cash @ 8% of each Interim Bill subjected to total Security Deposit i.e. total of Retention Money & Initial Security deposit does not exceed 5% of Contract Price or Final Actual Value whichever is greater.
Release of Security Deposit	30 of GCC	50% upon issue of certificate of virtual completion and 50% after issue of no dues certificate subject to **Clause no. 35 of GCC (after DLP)**.

ARTICLES OF AGREEMENT

(On Non Judicial stamp paper of Rs. 500/-)

ARTICLE OF AGREEMENT made on this..... day of_____Two Thousand Twenty One BETWEEN the Bank of Baroda,..... hereinafter called "Employer" (which expression shall include its successors and assigns wherever the contextor meaning shall so require or permit) of the one part and _____ _____ _____ hereinafter called the "Contractor" (which expression shall include its successors and assigns wherever the context or meaning shallso require or permit) of the other part.

WHEREAS the Employer is desirous of carrying out **Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat**.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions, the contractor shall upon and subject to the said terms& conditions execute and complete the works shown on the said drawings, and described inthe specifications and / or bill of quantities.

2. The Employer shall pay the contractor The Said Contract Value or such other sum as shallbecome payable at times and in the manner specified in the said terms & conditions.

3. The said terms & conditions and Appendices thereto shall be read and construed as formingpart of this Agreement and the parties hereto shall respectively abide by submit themselvesto the said terms & conditions and perform the agreements on their part respectively in thesaid terms & conditions contained.

4. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but

is a Contract to carry out the work in respect of the entire work as defined in the contract documents to be paid for according to actual measured quantities at the rates contained in the bill of quantities or as provided in the said Contract documents.

5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to **Civil and Allied External Development works Of Baroda Apex Academy Building, Law Garden, Ahmedabad, Gujarat**."in the manner laid down in the said terms & conditions.

6. The Employer reserves to itself the right of altering the Drawings and nature of the work byadding to or omitting any items of work or having portions of the same carried out withoutprejudice to this Contract.

7. Time shall be considered as the essence of this Contract and the Contractor hereby agrees tocommence the work within 7th day of the date of issue of Acceptance letter or the date of handing over of site whichever is later as provided for in the said terms & conditions to complete the entire work within 6 months subject nevertheless to the provisions for extension of time.

8. All payments by the Employer under this contract will be made only at Gandhinagar Gujarat.

9. All disputes arising out of or in any way connected with this agreement shall be deemed tohave arisen at Gandhinagar and only courts in Gandhinagar shall have jurisdiction to determine the same.

10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructionsfrom the engineer.

11. Code of Ethics

M/s. _____ (Vendor/Service Provider/Supplier/ Consultant/ Contractor) agrees to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

12.

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

IN WITNESS WHEREOF the Employer has set its hands to these presents through its dulyauthorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof tobe executed on its behalf, the place, day, month and year first hereinabove written (If the contractor is a Company).

Signature Clause.

SIGNED AND DELIVERED by the
Bank of Baroda by the hand of
Shri_____
(Name and Designation)

in the presence of

(i) _____

Address _____

(2)_____

Address _____
Witness

SIGNED AND DELIVERED by----

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

in the presence of

(i) _____

Address _____

(2)_____

Address _____
Witness

The COMMON SEAL OF CONTRACTOR was hereunto affixed pursuant to the resolutions passed by its

---

(If the contractor signs under its common

Board of Directors at the meeting with
held on ----------in the presence ofAssociation)

(1)----------

(2)----------

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

(1)----------

(2)----------.

seal the signature clause should tally the sealing clause in the Articles of

SIGNED AND DELIVERED BY the hand Contractor by the hand of company

Shri_____
and duly constituted attorney

(If the contractor is signing by the of power of attorney whether a

or individual.)

******

SECTION - G

GENERAL CONDITION OF CONTRACT

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 Mandvi, Vadodara with its dealing office at Baroda Apex Academy, Bank of Baroda, 6th floor, GH-4 Sector -11 Gandhinagar, Gujarat.

b. "**Deleated"**

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

d. **" Architect "** means., ... , having its office at …… India and their authorised nominees & representatives or such other firms / persons, asshall be nominated by the Employer.

e. **"Deleted"**.

(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 companyincorporated 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 / EICduring 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 registeredoffice of the addressee and shall be deemed to have been received when in the ordinarycourse 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 "netprices" when used with reference to the contract or accounts shall be held to mean ratesor 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 Interior Designer s 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 provided and approved by the Interior Designer//Employer/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 / Architect.

(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 / Architect.

(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 hoursrespectively,

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

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

The Marginal Notes, Headings and in the catch lines hereto and in the annexures heretoare 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 Contractorwill 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 thelaw 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 errorthat 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 exceptin 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 therelevant 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 seven **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 ARCHITECT, the Interior Designer 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 ofsite whichever is later.

(iv) **Possession of Site**

Save in so far as the Contract may prescribe the extent of portions of the Site of whichthe Contractor is to be given possession from time to time and the order in which suchportions 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 daysfrom the date of issue of acceptance letter / work order give to the Contractor posses- sion 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 andwill from time to time as the Works proceed give to the Contractor possession of suchfurther 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 (asthe 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 wayleavesrequired by him in connection with access to the Site. The Contractor shall also provideat his own cost any additional accommodation outside the Site required by him for thepurpose 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 Interior Designer. The Contractor shall keep one copy of all Drawings at the works site and the Employer / Interior Designer / ARCHITECT 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 allDrawings and Specifications. No drawings shall be taken as in itself an order for execution unless, in addition to the Interior Designer signature, it is marked “Fit for Construction” by ARCHITECT.

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 tobe 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 ifit is late.

8. **Further Drawings and Instructions**

The Contractor shall carry out and complete the said work in every respect in accordance withthis Contract and with the directions of and to the satisfaction of the Employer / Interior Designer / ARCHITECT. The Engineer may in his absolute discretion or in consultation withEmployer / Interior Designer 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 theaddition or omission or substitution of any item.

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

(c) The removal from the site of any material brought thereon by the Contractor and thesubstitution 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 suchEngineer'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 (ARCHITECT)-**

ARCHITECT 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 &MEPF contractors/ agencies, recording of measurements, certification of bills, preparing extra/deviation items, excess/ saving statement, preparing Minutes of Meeting etc. They shallhave 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.

The ARCHITECT 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 unlesssuch an authority may be confirmed by written order/ instructions of the employer.

The ARCHITECT shall act in consultation with the Structural Consultant/ Architect in regardto the quality of all structural aspects of work and in consultation with the Interior Designer forInterior decoration work, will finalise the selection of finishing materials. The ARCHITECT 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 ARCHITECT 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 orthe use of such materials should be discontinued until the decision of the Interior Designer / 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 afterthe same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Interior Designer/ Employer as the case may be through ARCHITECT.

The ARCHITECT 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 ordescribed 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 Quantitiesand 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 bythe 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 requirementsof 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 listof 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.

The integration of MEPF services above and below false ceiling shall be co-operated / co- related during the execution of the work and final integration drawing incorporating all services shall be prepared by Interior Contractor/ Agency before and after undertaking interior decoration/ furnishing and furniture work.

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 materialsfrom 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. Contractor have to protect the existing carpet/workstations/tables/lighting fixtures and other items by covering PVC sheet without andcost. If any damages are happen, recovery shall be carried out from the bills of contractor.

The Contractor shall at his own cost repair and make good the same so that on completion, theworks 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 ofany 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 theEmployer 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 likelyto arise in connection with the execution & coordination of the Works at site and shallkeep the Engineer and the Employer informed at all times about the name anddesignation 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 inconnection 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 andtimely execution, completion and maintenance of the works. The contractor must be appoint Project Manager having civil Engineering degree / Interior decoration Post Graduate Diploma having minimum 5 yrs. experience. The supervisory / Jr. Engineering staff shall be minimum 3 yrs. experience in execution of such 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 onthe works without the permission of the Engineer (EIC).

(iv) **Unauthorized Persons**

No unauthorized persons are to be allowed on the site. The Contractor shall instruct allsuch 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 GIFT, local 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 bythe said Acts, regulations or bye-laws to be given to any authority and pay to such authority, orto any public office all fees that may be properly chargeable in respect of the works, and lodgethe receipts with the Engineer.

16. **Setting Out**

The Contractor shall set out the works and shall be responsible for the true and perfect settingout of the same and for the correctness of the positions, levels, dimensions, and alignment of allparts 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 theContract and in accordance with the Engineer's instructions and shall be subjected fromtime 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 regardto 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 testingany 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 allmaterials 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 beprovided instead to the satisfaction of the Engineer. Before submit ting the samples / literature the contractor shall satisfy himself that the material / equipment for which heis 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 contractorshall 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 suchother aspects causing delay on the approval of the materials / equipment's, etc. shall beto 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, thecontractor shall specifically arrange to get the supply inspected by the Engineer and compared with the approved sample and his specific approval obtained before using thesame 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 checkthe 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 theContractor 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.

Pre-dispatch inspection for AHU, work stations/modular furniture and electrical panels shall be carried out. The said inspection shall be carried out in presence of one representative of Architect and two representatives of Bank. All the expenses shall be borne by the Contractor

(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 shallfurnish 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 ensure 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 whichthe Employer may be put by the repetition of the tests shall be deducted from the Con-tract 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 authorization in writing applied for and obtained by theContractor 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 byor provided for in the Specification or Bill of Quantities or required as per standard practice of the trade / BIS and as advised by architect/ Employer (EIC).

(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 outby an independent person authorized by Engineer at any place other than the site or the place of manufacture / fabrication and shows the materials, plants notto be in accordance with the provision of contract then the cost of such test shallbe 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 withoutextra charge. If the Contractor requires additional information, he shall request in writing wellin 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 ofthe 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 responsibilityfor 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, Interior Designer, 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 shallgive to the Employer, Interior Designer, the Engineer and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials andworkmanship. No person not authorized by the Employer, Interior Designer 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 orfrom 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, ifany, 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 timeto time the removal from the works within such reasonable time or times as may be specified inthe 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 theremoval 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 tocarry 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 anymoneys 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 theWorks, 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 theEngineer / Employer or their representative be urgently necessary for security and safety of lifeor 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 theEmployer 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 ormay be deducted by him from any moneys due to the Contractor.

24. (i) **Prime Cost Items- Deleted**

(ii) **Provisional**

Sums

DELETED.

(iii) **Use of Provisional**

ItemsDELETED.

(iv) **Production of Vouchers, Etc.**

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

(v) **Nominated Specialist Agencies / Objection to Nomination**

All Specialists, Merchants, Tradesman and others executing any work of supplying andfixing any goods for which prime cost items or provisional sums are included in the Bill of Quantities and / or Specification who may be nominated or selected by the Engineer are hereby declared to be sub-Contractors employed by the Contractor and areherein 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 who will not enter intoa contract providing:

(a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this contract.

(b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(c) Payment shall be made to the nominated Sub-Contractor by the contractor within fourteen days of his receipt of payment from the Employer provided thatbefore any Certificate is issued, the Contractor shall upon request furnish to theEngineer proof that all nominated Sub-Contractor's accounts included in previous certificates have been duly discharged, in default whereof the Employer may pay the same upon a Certificate of the Engineer and deduct theamount thereof from any sums due to the Contractor. The exercise of this powershall not create privity of contract as between Employer and Sub-Contractor.

25. **Quantities and Variation**

i) The Bill of Quantities (BOQ), unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement and quantities in B.O.Q. are to be considered as estimated and not accurate. The rates quoted shall remain valid for variation of quantity against each individual item by + 25%.

ii) Variation Exceeding 25% of Tender Quantity : When the quantity of any item varies by + 25% of Tender Quantity, the rate for such item of works will be determined on thebasis Cl. No. 29 (c) hereof or as decided by the Employer / EIC. No compensation fordeletion or non-execution of item will be considered.

26. **Works to be measured**

The Engineer may from time to time intimate to the Contractor that he requires the works to bemeasured & the Contractor shall forthwith attend or send a qualified Representative to assist the Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.
Should the Contractor not attend or neglect or omit to send such Representative, then the measurement taken by the Engineer or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Modeof Measurements detailed in the Specifications.

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

The Contractor or his Representative may at the time of measurement take such notes and measurements as he may require.
All authorized extra works, omissions and all variations made without the Engineer's knowledge, but subsequently sanctioned by him in writing (with the prior approval in writingof the Employer) shall be included in such measurements.

27. **Claims for additional expenses**

Contractor have to take prior approval in writing from EIC before execution of additional/nonscheduled work, no payment shall be paid for such type of work.

28. **Variations**

Any alteration, omission or variation ordered in writing by the Engineer shall not vitiate this contract. In case the Engineer / EIC think proper at any time during the progress of the worksto make any alterations in, or additions to or omissions from, the works or any alteration in thekind or quality of the materials to be used therein, the Engineer shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oralinstructions. The Contractor shall alter, add to, or

omit from, as the case may be, in accordancewith such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Engineer and the value of such extras, alterations, additions or omissions shall inall cases be determined by the Engineer in accordance with the provisions of **Clause no. 29** hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

29. **Valuation of Variations**

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

(a) Rates for all extra items, wherever possible, should be derived out of the accepted tender rates. The accepted net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executedunder similar conditions as the work priced herein.

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

(c) It is further clarified that for all such authorized extra items where rates cannot be derived from accepted tender rates, the Contractors shall submit rates supported by rate analysis worked on the “market rate basis", for material including all taxes, octroi anddelivery at site, labour, hire / running charges of equipment and wastages etc. plus 20% towards establishment charges including water & electricity, contractor's overheads &profit or like. **GST will be paid extra as per the prevailing statutory norms.** In caseof variation in items of works, which are subcontracted to specialist agencies, specialistagencies’ profit and overhead is deemed to be included in above stated 20%. **Items derived from market rates shall not be eligible for escalation.**

The measurement and valuation in respect of the Contract shall be completed within the"Period of Final Measurement" stated in the Appendix.

30. **Security Deposit / Retention Money**

For due fulfillment of the contract by the Contractor, 8% of the value of each Interim Bill willbe retained by the Employer towards Retention Money until the total Security Depositincluding 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 afterissue 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 theterms 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 theconditions of the contract.

31. **Certificates & Payment**

(i) **Mobilization Advance- Not payable**

(a) On written application from the Contractor, the Employer may grant mobilization advance upto 10% of the amount of accepted tender less the value of probable costs for the Cement and Steel reinforcement bars. The mobilization advance will be released in two equal installments, each against production of Bank Guarantee for 110% of the amount requested as mobilization advance. The first installment shall be released after contractor has commenced the work at site and Contractor satisfies Architect / Employer with production of documentary evidence that this amount of Mobilisation Advance shall be used for procurement of materials / equipment / labour for the work. Second installment will be released by the Employer on satisfying 1st installment of mobilization advance was used for purpose for which it was granted. The advance shall attract simple interest at the rate of 12% per annum (applicable to both installment). The advance shall be secured by a Bank Guarantee from a Nationalized Bank for the 110% of amount of mobilization Advance plus interest at the rate of 12% per annum (in approved Proforma), which will be recovered in the manner described hereinafter.

(b) The amount of mobilization advance, which may be given to the Contractor, shall be at the sole discretion of the employer.

(c) The mobilization advance shall be utilized by the contractor for the purpose of this contract and for no other purpose.

(d) Recovery of the mobilization advance and of interest there on shall be made by the deduction from the contractor's running account bills on pro-rata basis till completion **of 50% of value** of work or from the first Eight (3 bills or final whichever is earlier) running bills whichever occurs earlier.

(e) If any time the contractor fails to execute the contract to the satisfaction of the employer for any reason whatsoever the employer shall be entitled to reach forthwith the entire amount so advanced with interest, cost and legal expenses, etc. and/ or recover the whole balance amount as the case may be from the bill if any, payable tothe contractor or by enforcing the Bank guarantee at the discretion of the Employer.

(ii) **Secured Advance on Materials at Site- Sole discretion of the Bank ofBaroda/EIC**

The Contractor will be paid secured advance against cement, reinforcement steel & Structural steel and other nonperishable 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 nextthree (3) 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 au- thority 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 approvedquality as stated in relevant clauses hereof. These advances shall be

made on the basisof 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 installmentsunder 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 theapproximate value named in the Appendix to Form of Tender "Minimum valueof 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'.

b) 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.

c) 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, thebill will be paid as follows:

i) An adhoc payment of 75% of the value of work done as assessed by theEngineer and vetted by EIC/ Architect shall be released within 10 working days by the Employer, after certification by the Engineer/ Architect who will certify within reasonable period from submission ofBill with necessary vouchers, documents etc.

ii) 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/ InteriorDesigner.

d) 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.

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

f) 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.

g) Deleted.

(iv) **Payment Break-up -** Deleted

(v) **Final Bill**

a) The Contractor shall submit final bill within 60 days from the date of issue of virtual completion certificate with all relevant informations, testing reports, copy of GST bills of material purchased and details, documents as-built drawing etc. complete.

b) The Engineer within 60 days of submission of the final bill, shall issue a certificate of payment against the final bill to the Employer / EIC who shall thereupon, within 60 days from the date of receipt of the certificate, shall release the balance payment to the contractor after effecting all recoveries, including advances and payments against interim certificates.

(c) The Engineer / EIC shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.

(d) The Engineer / EIC may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

(e) No payment shall be made to the Contractor if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

(f) Contractor have to submit the copy of GST bill for material purchased alongwith RA bills and final for certification of payment. Site address must bementioned on the GST bill. If contractor fail to submit the GST

bill if desired by bank ,than no payment shall be made for the particular items.

(g) Contractor have to submit the copy of GST bill as mentioned above as and when demanded by bank, if fail, than no payment shall be made for the particular items.

32. **Time for Completion**

The entire work is to be completed in all respects within 6-months from the Date of Commencement as stated in Appendix to "Form of Tender" or such extended time as may be allowed under **Clause no. 33** hereof. Time is the essence of the contract and shall be strictly observed by the contractor.

If required in the contract or as directed by the Architect/Engineer / Employer, the contractor shall complete certain portion of the work before the completion of the wholeof 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 thecompletion 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 Architect/Engineer the works be delayed for reasons beyond the control of the contractor, the Architect/Engineer with due consultation with Employer maymake 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 Architect/Engineer withdue consultation with Employer may allow extension of time for completion of contract works but with levy of Liquidated damage as stated under **Clause no. 37**.

Further, the contract shall remain in force even for the period beyond the due date ofcompletion 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 Architect/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 / Architect/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 Architect/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 **Clause no. 30** 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 **Clause no. 23**

(ii) hereof. 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 anyauthorized extended time under **Clause no. 33** hereof and the Architect/ Engineer with due Consultation with Employer certifies in writing that in his opinion the same ought to have beenreasonably 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 soremain incomplete or the Employer may deduct such damages from any monies due to the Contractor. The liquidated damages shall be deducted by the bank on total project cost at intermediate stage also, if the progress of the work is unsatisfactory (sole description of the bank).

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 ARCHITECT /Interior Designer that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the Architect/EIC

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 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 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 ARCHITECT 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 ARCHITECT written notice that the said materials or work were condemned and rejected by the ARCHITECT under theses 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 Architect instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer may not withstanding any previouswaiver, after giving seven days' notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Interior Designer, 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 workmencarrying on and completing the works and the Contractor shall not in any wayinterrupt or to do any act, matter or things to prevent or hinder such other contractoror other person or persons employed for completing and finishing or using thematerials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the ARCHITECT/ Interior Designer 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 bepaid by the Employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Interior Designer / 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 ARCHITECT / Interior Designer shall be in arrears and unpaid for 90 (Ninety days) days after notice in writing requiring payment of the amount shall have been given bythe 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 effectiveresolution 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 thesame, or if the works be stopped for 6 (six) months under an order of the 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 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 noticethe 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 Architect/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 theSite

(d) Any other matters arising out of the Contract with regard to which the Engineerdecides 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 **Clause no. 43** hereof 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 suchdetermination.

(iv) The Architect/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 sofar 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 fixedperiod

e) Failure of Contractor to proceed to the satisfaction of the Employer or theEngineer

f) Failure of Contractor to proceed with the work for any reason independent ofprevention 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 intime

h) Failure of Contractor in complying with the orders and directions given by theEngineer

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 theexecution of any work not included in this contract which it may desire to have carried out byother 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 becarried 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 oroccasioned by such work.

41. **Insurance Policies**

<u>On commencement for the work :-</u>

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 issue of virtual completion certificate/ handing over of the project..

b) The contractor shall take out and submit to the Interior Designer 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.25 Lakh in respect of any passer-by. The policy shall be kept valid, issue of virtual completion certificate/ handing over of the project..

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 issue of virtual completion certificate/ handing over of the project..

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, accidentor any other cause whether in any way connected with the carrying out of this contract. Thisclause 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 alldamage 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 tomake 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 insuranceshall be as follows:

Rs. 25 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 ofRisk	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 issue of virtual completion certificate.	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	series of accidents arisingout 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.	- DO -	- DO -	

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 kindand 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 theEngineer 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 ofany 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 theprogress 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 securethe 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 andpaid 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 unlesshe gives notice in writing of his intention to claim to the Engineer within 28 days of theEngineer'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 respectof 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 Interior Designer or in case the contractor wants to dispute the validity of

ii) 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 **Chief Manager / Asst. General Manager, Bank Of Baroda** and endorse a copy of the same to the Interior Designer, 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 norshall 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 **Chief Manager / Asst. General Manager, 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 **Chief Manager / Asst. General Manager, Bank of Baroda** in writing in the manner and within the time as aforesaid.

iii) **Chief Manager / Asst. General Manager, Bank of Baroda** shall give his decisionin writing on the claims notified by the contractor. The contractor may within 30 daysof the receipt of the decision of **Chief Manager / Asst. General Manager, Bank of Baroda** submit his claims to the conciliating authority namely the **Dy. General Manager, Bank of Baroda** for conciliation along with all details and copies of correspondence exchanged between him and the **Chief Manager / Asst. General Manager, 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, Baroda Corporate Centre, BKC Mumbai** 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 absolutelybarred 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, Corporate Centre, BKC Mumbai.** It will also be no objection to any such appointment that theArbitrator 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, Corporate Centre, BKC Mumbai** 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 thatif 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 heissues 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 costof 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 orany part thereof, shall be paid and fix or settle the amount of costs to be so paid.

46. **Boreholes & Exploratory Excavation**

Deleted

47. **Fossils, Etc.**

Deleted

48. **Contractor to Search**

Deleted

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 permitsbe carried on so as not to interfere unnecessarily or improperly with the public convenience orthe access to use and occupation of public or private roads

and footpaths or to or of propertieswhether in the possession of the Employer or of any other person and the Contractor shall saveharmless 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 faras the Contractor is responsible.

50. (i) **Extraordinary Traffic**

Deleted

(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 overpart 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**

Deleted

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 plantand 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 thesite 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 tothe 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.

52. **Construction Plant**

(i) **Definition**

For the Purpose of this Clause

(a) The expression "Constructional Plant" shall be deemed to exclude vehicles engaged in transporting any plant, equipment or materials & staff to or from thesite.

(b) The expression "Hired Plant" shall mean any Construction equipments, Temporary Works & materials for Temporary Works held by the Contractor under any agreement for hire thereof.

(c) The expression "Hire Purchase Plant" shall mean any Constructional Plant Temporary Works & materials for Temporary Works held by the Contractor under any agreement for hire purchase thereof.

(ii) **Hire Purchase of Plant Exclusively for Works**

Deleted

(iii) **Conditions of Hire of Certain Plant**

Deleted

(iv) **Cost of Hiring Plants for purposes of Clause no. 39**

Deleted

(v) **Contractor's Certificate as to Hiring Provisions**

Deleted

(vi) **Hire Purchase Payments by**

EmployerDELETED.

(vii) **Plants Etc. not to be Removed**

Deleted

(viii) **Revesting & Removal of Plant**

Upon removal of any such Constructional plant Temporary Works or materials as havebeen deemed to have become the property of the Employer under sub-clause (ii) of thisClause with consent of the Employer the property therein shall be deemed to revest inthe Contractor and upon completion of the Works the property in the remainder of suchConstructional Plant, Temporary Works and Materials as aforesaid shall subject to theprovisions of **Clause 39** hereof be deemed to revest in the Contractor who shall removethe same together with Hire

Purchase Plant.

(ix) **Disposal of Plant**

Deleted

(x) **Liability for Loss or Injury to Plant**

Deleted

(xi) **Incorporation of Clause in Sub-Contracts**

Sub-contracting or back to back contracting not allowed. The Contractor shall when entering into any sub-contract for the execution of any specialized work incorporate insuch sub-contract by reference or otherwise the provisions of this Clause in relation toConstructional Plant, Temporary Works and Materials, Essential Hired Plant and HirePurchase Plant brought on to the site by the Specialist Agency.

53. **Labour Laws**

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

53.2 Fair Wages:

The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.

53.3 The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to bepaid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/contractors in connection with the said works as if the labourers had been directly employed by him.

53.4 **Notices:**

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

53.5 Record of wages etc.

The contractor shall maintain records of wages and other remuneration paid to his employeesin such form as may be convenient and as per the requirements of the ARCHITECT/ Employer/ Interior Designer and the Conciliation Officer (central), Ministry of Labour Government of India, or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker :

a. Name, worker's number and grade;

b. Rate of daily or monthly wage;

c. Nature of work on which employed;

d. Total number of days worked during each wage period;

e. Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;

f. Wage actually paid for each wage period.

g. The Contractor shall provide a Wage Slip for each worker, employed on the Works.

h. The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry for Inspection of Wage Records.

i. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the ARCHITECT and to any of his workers or to his agent at a convenient time andplace after due notice is received, or to the Employer or any other person authorized by him on his behalf.

j. The Employer / Interior Designer or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He shall also have the Power to investigate into any complaint regarding any default made by the Contractor orsubcontractor in regard to such provision.

k. No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Interior Designer / Employer agree otherwise.

54. Safety Code

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

SCAFFOLDS

i. 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 ofrigid construction made either of good quality of wood or steel. The steps shall have aminimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the

ii. Scaffolding or staging more than 4m. 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 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside andends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or

stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

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

v. 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 side rails in rung ladder shall in no case, be less than 290mm. for ladder upto and including 3m. in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.

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

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

viii. 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.

EXCAVATION & TRENCHING

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

ii. The contractor shall take all measures on the site of the work to protect the

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

DEMOLITION

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

b. All open areas adjacent to the work site shall either be closed or suitably protected.

c. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

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

PERSONAL SAFETY EQUIPMENTS

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

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

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

c) Those engaged in welding works shall be provided with welder's protective eye sight lids.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) 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 andprovided with warning signals or boards to prevent accident to the public.

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

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

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

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

iii. 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.

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

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

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

v. 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 which or give signals to operator.

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

vii. In case of departmental machines, the safe working load shall be notified by the site Engineer / ARCHITECT. As regards contractor's machines, the contractor shallnotify the safe working load of the machine to the ARCHITECT whenever he brings any machinery to site of work and get it verified by the ARCHITECT concerned.

viii. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

ix. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

x. 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.

xi. 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.

xii. Notwithstanding the above clause from (i) to (xviii), 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.

First Aid:

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

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounded. Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees. Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital. At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

Accommodation for Labour:

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

Drinking Water:

In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of water fit for drinking. Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided

with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Wherewater has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawnfrom it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust-proof and water-proof. A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

Labour rooms/staying facilities-Contractor have to make their own arrangement outside of the premises for staying labour.

Washing and Bathing Places:

Deleted

Latrines and Urinals:

Deleted

Payment of Wages

a. Wages due to every worker shall be paid to him direct. All wages should by paid incurrent coins or currency or in both.

b. Wages of every worker employed on the Contract shall be paid where the wageperiod is one week, within THREE days from the end of the Wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage periodaccording as the number of workers does not exceed 1,000 or exceeds 1,000.

c. Minimum wages to be paid to all the workers as per the statutory Govt. norms. The minimum wages of state/central whichever is highest to be paid to all the workers/labour.

NOTE: The term "Working Day" means a day on which the work on which the labour is employed is in progress.

Register of Workmen:

A register of workmen shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible and relevant particulars of every workman shall beentered therein within THREE days of his employment.

Employment Card:

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the Contractor shall merely endorse thatEmployment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

Register of Wages, etc.:

i) A Register of Wages cum Muster Roll in the Form appended to these regulations shall bemaintained and kept at the Work Site or as near to it as possible.

ii) A wage slip in the form appended to these regulations shall be issued to every workeremployed by the Contractor at least a day prior to disbursement of wages.

55. 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 theparty 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 obligationsunder 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.

Guidelines issued by Govt. for COVID-19- Contractor has to strictly follow all the guidelinesissued by the local/state/ central or any concern department for COVID-19.

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Section H

SPECIAL CONDITION OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. Scope of Work

The scope of the work is to carry out Civil and allied exetrenal development works as detailed in the Drawings, Specifications and Bill of Quantities on Baroda Apex Academy, Bank of Baroda, Law Garden, Ahmedabad.

The site is located at Bank of Baroda Premise at Law Garden, Ahmedabad

2. Area for the Contractor's Site Facilities

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

3. Dimensions and Levels

All dimensions and levels shown on the Drawings shall be verified by the Contractor on theSite and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels.

Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Engineer before proceeding with the work.

4. Notice of Operation

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

5. Construction Records

The Contractor shall keep and provide to the Engineer full and accurate records of the dimensions & locations of all new work and any other information necessary for the Engineerfor records of the works as constructed.

6. Safety of adjacent Structures

The Contractor shall provide and erect to the approval of the Engineer such supports as maybe required to protect efficiently all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as maybe required by the Engineer to protect the structures and trees.

7. Temporary Works

Before any Temporary Works are commenced the Contractor shall submit at least 7 days inadvance to the Engineer for approval, complete drawings of all Temporary Works he may require for the execution of the works. The Contractor shall also submit his calculations relating to strength, if required by the Engineer and shall carry out the modifications that theEngineer may require in accordance with the Conditions of Contract at his own cost. The Contractor shall be solely responsible for the stability and safety of all Temporary Works andunfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8. Temporary Roads

The Contractor shall be responsible for proper maintenance of this access road and would take all care to see that existing services if any are maintained in working order.

The construction and maintenance of Temporary Roads within the site area shall be the Contractor's responsibility and the Contractor shall take such measure as are necessary and asdirected by the Engineer / EIC.

9. Power, Water & Other Facilities

(a) The rate quoted by the Contractor shall include expenditure for providing all the water required for the work and the Contractor shall make his own arrangements for the supply of good quality potable water, including obtaining Municipal connection for his labour as well as for construction purpose, and all charges for water shall be borneby him. If water is not available and should it become necessary for Contractor to bring water from outside by tankers, the Employer shall not be liable to pay any charges in connection therewith.

(b) The rate quoted in the tender shall also include electric consumption charges for power. The Contractor shall have to make his ownarrangements to obtain power connections and maintain at his own expenses an efficient service of electric light and power and shall pay for the electricity consumed. If electricity

and water provided by bank, recovery @ 2.0% amount of the actual workdone at site shall be done.

(c) For water and electricity, the Contractors for other trades directly appointed by the Employer shall be entitled to take connections from the temporary water and electricsupply connection obtained by the Contractor at their cost. Such contractors (directlyappointed by Employer) shall install a sub-meter for measuring electric / water consumption at their own cost and maintain the wiring / installation in good conditionas per the local rules and reimburse the actual consumption charges directly to the Contractor at mutually agreed rates between them. In case of any disagreement, thereimbursement charges shall be decided by the Engineer, whose decision shall be finaland with out appeal.

All charges for drainage, water connection and electricity charges for construction purposes shall be borne by the Contractor and charges payable for permanent connections, if any, shall be initially paid by the Contractor and the Employer will reimburse the statutory amount on production of receipts.

(d) The contractor shall make suitable arrangement for a stable and uninterrupted supply of water, power and other facilities for the work and Engineer's and Employer's office. The cost of these facilities towards installation and maintenance shall be borne by thecontractor and are deemed to be included in the quoted rates / prices.

(e) The Employer, as well as the Engineer, shall give all possible assistance to the Contractor to obtain the requisite permission from the various Authorities, but the responsibility for obtaining the same in time shall be that of the Contractor.

(f) Water connection charges 1% shall be deducted from the bill, if provided by bank.

(g) In case water and electricity are provided by the Employer from their existing source,the charges as decided by the Employer will be deducted from the payment due to contractor.

10. Temporary Services

The Contractor shall provide and maintain all temporary services on or about the site, for theexecution of the works and shall remove them on completion at his own cost.

11. (i) Office Accommodation for Contractor, Architect / Employer's Representatives andVisiting Officials

DELETED.

(ii) Telephone & Fax

DELETED

12. Facilities for Contractor's Employees

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

13. Lighting for Works

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

14. Fire Fighting Arrangement

(i) The Contractor shall provide suitable arrangements for fire fighting at his own cost. For this purpose, he shall provide requisite number of Fire-Extinguishers and adequatenumber of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

(ii) The Contractor may be subject to periodic fire prevention inspections and any deficiency or unsafe condition shall be corrected by the Contractor at his own cost andto approval of the Engineer and the relevant authorities.
These fire prevention inspections shall include but not limited to the following:

a) Proper handling, storage and disposal of combustible materials, liquids andwastes.

b) Work operations, which can create fire hazards.

c) Access for firefighting equipment.

d) Type, size, number and location of fire extinguishers or other firefighting

equipment

e) Inspection and maintenance records for extinguishers.

f) Type, number and location of containers for the removal of surplus materials and rubbish.

g) General housekeeping

16 (i) Site Instruction Book

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

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

(ii) Site Records

Contractor shall maintain various site records like inventories of materials, challan, approval of material, testing, hindrance etc as per standard practice or as advised by Engineer / EIC.

17. Temporary Fencing, Barricades etc.

The Contractor shall provide and maintain a suitable approved temporary fencing / barricades and gates to adequately enclose all boundaries of the site for the protection of the public and for the proper execution of the Works including all costs incurred for the security of the Works and in accordance with the requirements of the Engineer / Employer and regulations of local authorities / pollution board. These shall be altered, relocated and adapted from time to time as necessary and removed on completion.

18. Site Meetings

Progress and quality evaluation meetings will be held at the site every week or fortnightly. The Contractors senior representative in charge of the project along with his site-in-charge and other staff including staff of approved subcontractors and suppliers as required shall participate in these progress review meetings and ensure all follow up actions. Any additional review meetings shall be held if required, as decided by the Engineer / EIC which also shallbe attended by the above referred representatives.

19. Programme of Works

(i) Detailed Programme to be furnished

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

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

(ii) Programme to be Modified

Subject to the provisions of **Clause no. 19** hereof, if at any time it should appear to theEngineer that the actual progress of the works does not conform to the approved programme referred to in sub-clause (i) of this Clause, the Contractor shall produce a revised & detailed programme showing the modifications to the original programmenecessary to ensure the completion of the works within the time for completion as defined in **Clause no. 32 of GCC** hereof.

(iii) Cash Flow

The detailed programmes shall also show the estimated Cash flow required for eachmonth to complete the works.

(iv) Progress Report / Photograph

Two copies of weekly progress reports containing the following shall be submitted bythe Contractor to the Employer through the Engineer on or before the 3rd day of the next week.

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

(b) Three copies of colored photographs in showing day to day importantprogress of work.

(c) Labour report in the form prescribed by the Engineer.

(d) Equipment & machinery report in the form pre scribed by the Engineer.

(e) Supervisory staff report in the form prescribed by the Engineer.

(f) Remedial Measures for covering up delay, if any.

(g) Bottlenecks and hindrances,

Apart from the above the Contractor shall submit daily report indicating regular deployment of his staff and works, equipment's, important stages of progress, procurement of constructionmaterials etc. as approved by the Engineer.

20. Procedure for Measurement, Record and Billing:

i. All measurements shall be taken jointly by the Contractor/Architect/Engineer. Duringmeasurement, Contractor shall provide all assistance with measuring appliances, labour and other necessary for measurement.

ii. Interim Bills shall be submitted by the Contractors based on the measurement taken for Scrutiny and Certification for payment by Architect/Engineer/EIC.

iii. Engineer to Scrutinize, Check and record the measurements on the Measurement Sheets / Books (duly approved by Employer and issued to Engineer) and to Certify thebills for payment.

iv. Measurement shall be taken as per methods of measurement spelt out in the Specification / Contract document. In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of work, mode ofmeasurement as per latest Indian Standard Specification / CPWD /

Standard Engineering Practices as decided by Engineer shall be followed in order of preference.

v. While preparing the final bills overall cumulative measurement may be taken again. However, detailed checking of previous Interim Bills shall be made and in case there are any missing items or measurements, the same shall be recorded. Contractor have to submit a copy of purchased material bills as and when required by bank. In case of not submission of bill, the payment for the same shall not be processed.

vi. Incase, the Contractor does not submit the Final Bill within the stipulated period as specified in **Clause no. 31** of General Condition of Contract, the Engineer may take the measurements of his own and certify the Bill which will be binding on the Contractor.

vii. The schedule of payment of Bill shall be as specified in **Clause no. 31** of General Condition of Contract.

viii. Contractor have to submit copy of challan of material, tax invoice/GST bills,e-way bill or any other documents requested by the EIC.

ix. Contractor have to submit third party testing certificate form OEM/ supplier/NABL lab that they have supplied material for the said project as per specifications give and quality of work.

21. Disposal of Refuse etc.

i) The Contractor shall cart away from site and POP/debris/deposit where directed by the Engineer all refuse, etc. arising from the Works both as it accumulates, at completion of the Works or at the direction of the Engineer. No extra payment shall be done for the same.

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

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

22. Contractor to verify site Measurements

The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will notin any way delay the works. A copy of all such information passed on shall be given to the Engineer.

23. Hoarding

Deleted

24. Bar-bending Schedule for reinforcement Work

Deleted

25. Approved Makes / Agencies

The Contractor shall provide all materials from the list of approved makes and also appoint the specialist agency from the approved list as provided in the Tender. The Architect / Employer / Engineer will approve make / agency as selected by the contractors within the approved list after inspection of their samples / mock-ups and their compliance to TechnicalSpecifications / BOQ items and after ascertaining their spare capacities and recent past performances. In case the materials are not in conformity with BOQ & Technical Specification though it is in approved list or for Aesthetic reason, Employer / Architect may select the other approved makes. Contractor have to ensure the availability of the material before commencement of the work. After commencement of the work, non-availability of material shall not be the reason for the delay.

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26. As Built Drawings / Documents / Shop Drawing

(a) **Drawings Issued to the Contractor by the Engineer:**

The Engineer will issue three sets of the drawings / soft copies to the Contractor for the items for which some changes have been made from the approved drawings as instructed by the Engineer. The contractor will mark the changes which have been made from the approved drawings and submit the copies of drawings / soft copies tothe Engineer for his approval. In case any revision is required or the corrections are not properly marked, the Engineer will point out the discrepancies to the Contractor.The Contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as above or fresh copies as directed by the Engineer and resubmit to the Engineer for approval along with soft copies. The Engineer will return one copy to the contractor duly approved for his records.

(b) **Shop drawings prepared by the Contractor:**

The contractor shall prepare the shop-drawings as & when required or as directed by EIC. The Contractor will modify the drawing prepared by him wherever any changes are made consequent to site decisions etc. as approved by the Engineer. Three copies along with soft copies shall be submitted of these corrected drawings to the Engineerfor his approval.

The Engineer shall return one copy of the same, duly approved, if found satisfactoryor advise contractor the changes required or discrepancies, if any. The Contractor shall resubmit the three copies after incorporating all the corrections / changes etc. with softcopies. The Engineer / Architect will return one copy to the contractor duly approvedfor his records.

(c) **Documents:**

Contractor shall submit documents like Maintenance and Operation Manuals, Literatures of various equipment, GST Bill of materials(if required), guarantee etc. inbounded form in triplicate to Engineer on completion of work, which will beconstrued as a condition for certify Final Bill.

27. Procurement of Materials.

The contractor shall make his own arrangement to procure all materials required for the work.All wastages including shall be the contractors account.

28. (i) Excise & Sales Taxes for Works

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

(ii) New Taxes, Duties & Levies, etc.

If a new Tax or Duty or Levy is imposed under as statute or law during the currencyof the contract, the same may be reimbursed by the Employer if so deemed fit on documentary evidence.

29. General Price Variation Adjustment (PVA) for Materials and Labour-N.A

Deleted.

30. Non-Assignability

This Contract & Benefits and Obligations thereof shall be strictly personal to the bidder bidding the bid and shall not on any account be assignable or transferable by the Bidder. Also,the Bidder will not be allowed to get the work executed on back to back basis through any other agency except for specialized works.

31. Appointment of Specialist Agencies

The contractor shall appoint specialist Agencies for the following works with due approval from Engineer / Engineer-in-charge apart from that mentioned in elsewhere of the tender document for specialized works.

i. Skilled Carpenters/ Polishers,

The specialist agencies so appointed by the contractor should have adequate Technical and Financial capability and have proven record for the relevant works.

The contractor shall submit the relevant documents to the Engineer / Engineer-in-charge forappointing specialist agencies and shall get approval from the Engineer / Engineer-in-charge.

The appointment of specialist agencies shall not relieve contractor from any of their performance obligation as per the contract. The contractor should be fully and solely responsible for the quality and completion of works to be carried out by the specialist agencies.

However, contract can deploy their own In-house facilities only if it is approved by Employer/ Engineer after verifying their credential and past performance.

32. Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of oneanother, but in case of ambiguities or discrepancies, the documents forming the Contract shallbe as follows in order of precedence.

1. BOQ & its nomenclature
2. Tender drawings
3. GFC drawings issued by Architect on award of the work.
4. Technical specifications
5. Special conditions of contract

6. Latest IS Codes / CPWD specifications

7. Decision of Architect/Bank

33. Statutory Approvals

Contractor shall obtain all statutory approvals at his own cost before commencement and oncompletion of work, if required from the Local authorities. However, Employer shallpay or reimbursed the all official fees on demand/producing original receipts.

The contractor shall obtain the Occupation Certificate and NOC from local authorities on virtual completion of the work so as to obtain the power, water and sewerage connections from the respective authorities in order to hand over the building before stipulated completion date.

34. Contractor to co-ordinate with other Contractors:

Contractor has to co-ordinate with other Contractors employed by Employer for other worksand for any dispute the same to be brought to the notice of Employer / Engineer.

35. Delegation

The BOB may delegate any of the duties and responsibilities to other people after notifyingthe Contractor and may cancel any delegation after notifying the Contractor.

36. Basic Rates for Materials

Basic Rate of Material – No Basic Rate Shall be entertained for any deduction or additional payment

37. Typographic or Clerical Errors:

The Architect's clarifications regarding partially omitted particulars or typographical orclerical errors in the Tender documents shall be final and binding on the Contractor.

38. Rate Analysis of Major Items:

Rate Analysis of major items to be submitted by the Bidder before award of work if sorequired by Employer.

39. Notices:

Notices of the Employer to the Interior Designer or the contractor may be served personally orby being left at or sent by registered post to the known place of abode or business of the partyto whom the same is given or in the case of the Contractor by being left on the works. In thecase of company or corporation, Notices may be served

at or sent by registered post to the registered office of the Company or Corporation. Any notice sent by registered post shall bedeemed to be served at the time when, in the ordinary course of post, it would be delivered

40. Soil Test Report:

Deleted

41. Technical Audit

The whole of the work may be technically audited by the Chief Technical Examiner (CTE) ofthe Central Vigilance Commission, Government of India from time to time. Any defects, improvement or testing etc. conveyed by the Examiner shall be carried out by the contractor atno extra cost, to the satisfaction of the CTE. Any deduction suggested by the CTE either due to faulty workmanship or not adhering to the specification will be effected.

The Employer shall have a right to cause a technical examination and audit of work and running and final bills of the contractor including all supporting vouchers. Abstract, etc. to bemade at the time of the bill. If as a result of this examination or otherwise any sum is found tohave been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amountof such under payment shall be duly considered / paid by the employer.

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

42. Code of Ethics

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

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SECTION - I

PROFORMA & ANNEXURE

PROFORMA & ANNEXURES

PROFORMAS & ANNEXURES

ANNEXURE – A NOTICE OF COMMENCEMENT / COMPLETION OF CONTRACT WORK

ANNEXURE – B MONTHLY PROGRESS REPORT

ANNEXURE – C RECEIPT & CONSUMPTION OF MATERIALS AT SITE

ANNEXURE – D MEASUREMENT BOOK (Interior Decoration WORK)

ANNEXURE – E RUNNING A/C BILL

ANNEXURE – F R. A. BILL CERTIFICATE

ANNEXURE – G PROFORMA OF UNDERTAKING IN CONNECTION WITH PAY MENTS OF ADVANCE ON MATERIALS BROUGHT BY THE CON TRACTORS TO THE SITE

ANNEXURE – H CERTIFICATE OF PAYMENT BY PMC

ANNEXURE – I HINDRANCE REGISTER

ANNEXURE – J EXTENSION OF TIME LIMIT

BANK OF BARODA

PROFORMA & ANNEXURES

ANNEXURE – A

PROFORMA OF NOTICE OF COMMENCEMENT / COMPLETION OF CONTRACT WORK

1. Name and principle employer & address

2. No. and date of certificate of registration

3. I / we hereby intimate that the contract work_____(Name of work) given to _____ (Name and address of the Contractor) having License No. _____ dated_____has commenced / has been completed with effect from _____ (date) / on _____(date).

Signature of the Principle

Employer

The Inspector,

_____

_____

_____

ANNEXURE – B

PROFORMA OF MONTHLY PROGRESS REPORT

Name of work
Progress report for the
monthReport No.

Sr. No.	Description	Details of location where works is done	Approximate quantity executed

A. GENERAL BUILDING WORK

1. Overall progress
2. Carpentry work, Parttitions (half & full), Storage floorwise
3. Carpentry work for Conference Tables, Storages
4. False ceiling, Coordination with other agencies
5. Work station, Loose furniture, Tables at cabins etc.

Sr. No.	Description of work	Date of Commencement	Due date of Completion	Percentage Progress Achieved

PROFORMA & ANNEXURES

ANNEXURE - C

RECEIPT & CONSUMPTION OF MATERIALS AT SITE

Sr. No.	Description	Opening Balance	Receipt during month	Consumption during month	Closing balance	Total quantity received till date

1. Plywood

2. Laminations

3. False ceiling material

4. Teakwood and other material for door, door frames.

5. Door shutters

ANNEXURE – D

MEASUREMENT BOOK (Interior Decoration Work)

Item. No.	Description	Measurements No.			Quantity
		L	B	D/H	

PROFORMA & ANNEXURES

ANNEXURE – E

I - RUNNING A/C BILL MEASUREMENTS

1. Name of Contractor / Agency

2. Name of work

3. Sr. No. of this bill

4. No. and date of previous bill

5. Reference to Agreement No.

6. Date of written order to commence

7. Date of completion as per agreement

Sr. No.	Item Description	Unit	Rate (Rs.)	As per Tender
1	2	3	4	5

Upto previous R/A.Bill		Upto date (Cumulative)		Present Bill		Remarks
Qty.	Amount(Rs.)	Qty.	Amount(Rs.)	Qty.	Amount(Rs.)	
6.	7.	8.	9.	10.	11.	12.

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

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

Net values since Previous bill

ANNEXURE – F

R.A. BILL CERTIFICATE

The measurements on the basis of which the above entries for the running bill no. : _____ were made have been taken jointly on_____and are recorded at pages_____to _____of Measurement Book No. _____

Signature and date of Contractor	Signature and date of PMC's Representative (seat)

The work recorded in the above mentioned measurements has been done at the site satisfactory asper tender drawings, conditions and specification.

Architect

Bank's Engineer

ANNEXURE – G

PROFORMA OF UNDERTAKING IN CONNECTION WITH PAYMENTS OF ADVANCE ON MATERIALS BROUGHT BY THE CONTRACTORS TO THE SITE

The undertaking made this_____day of_____2022_____between the Bank of Baroda_____and having its _____ office at (hereinafter called the Employer) of the one part and_____ _____(hereinafter called the Contractors of the other part).

The Employer and the Contractors have entered into an Agreement dated _____ hereinafter called as the said agreement and in terms of clause no._____of the conditions in the agreement, the Employer has agreed that the Contractors will be paid an advance of 75 % of the cost of non-perishable building materials brought by the Contractor to the site for consumption in the works at the discretion of the Employer.

The Contractors have applied to the Employer that they be allowed advances on the security of materials absolutely belonging to them and brought by them to the site of work. The Employer has agreed to do so on the terms and hereinafter set out.

Not this Letter of Undertaking witnesses that in consideration of the said agreement and in consideration of the amount paid / payable to the Contractors by the Employer and / or any further advances as may be made to the Contractors as aforesaid, the Contractors hereby agree with the Employer and undertake as under:

i) The amount advanced by the Employer to the Contractors as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractors in or towards expediting the execution of the said works and for no other purpose whatsoever.

ii) That the materials which have been offered to and accepted by the Employer as security are absolutely the Contractors own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractors indemnify the Employer against all claims to any materials in respect of which an advance has been made to them as aforesaid.

iii) That the materials on the security of which any further advance or advances may hereafter bemade as aforesaid (hereinafter called the said materials) shall be used by the Contractors solely in the execution of the said works in accordance with the directions of _____of the Employer and accordance with the terms of the said agreement.

iv) That the contractors shall take their own cost all the necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the site of the said works in the contractors custody and on their own responsibility and shall at all times be open to inspection to the Employer's Engineers or any Officer authorized by the Employer. In the event of the materials or any part thereof being stolen, destroyed or damaged, the Contractorswill further replace the same with other materials of like quality or repair and make good the same as required by the Employer.

v) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the _____of Bank of Baroda.

vi) That the advances shall be repayable in full when or before the Contractors receive payment from the Employer of the price payable to them for the said works under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the Contractors on account of work done, then on occasion of each such payment, the Employer will be at liberty to make a recovery from the Contractors bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respectof which recovery has not been made previously, the value for this purpose being determinedin respect of each description of materials at the rates at which the amount of the advances made under these presents were calculated.

vii) That if the Contractors shall at any time make any default in the performances or observance in any respect of any of the terms and provisions of the said agreement or of these presents, the total amount of advance or advances that may still be owing to the Employer, shall immediately on the happening of such default be repayable by the Contractors to the Employer together with interest thereon at 12% per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractors and the Contractors hereby covenant and agree with the

Employer to repay and pay the same respectively to him accordingly.

viii) That the Contractors hereby charge all the said materials with the repayment to the Employerof the sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment hereinabove contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:

ix) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractors in accordance with the provisions in that behalf contained in the said agreement debiting the Contractors with the actual cost of effecting such completion andthe amount due in respect of advances under these presents and crediting the Contractorswith the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractors, they are bound to pay the same to the Employer on demand.

x) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale, retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

xi) Deduct all or any part of the money owing out of the Security Deposits or any sum due to theContractor under the said agreement.

xii) That except in the event of such default on the part of the Contractors as aforesaid, no interestshall be payable on the said advance.

xiii) That in the event on any conflict between the provisions of these presents and the said agreement, the provisions of these presents shah prevail and in the event of any dispute or difference arising over the construction of effect of these presents the settlement of which hasnot been herein before expressly provided for the same shall be referred to the Officer in charge, Premises Department , whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.

xiv) The provision of this Undertaking shall be deemed to be supplemental to the said agreement.

xv) Code of Ethics

- M/s. _____ (Vendor/Service Provider/Supplier/ Consultant/ Contractor) agrees to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

IN WITNESS WHEREOF the Contractors have set their hands to these presents the day and yearfirst hereinabove written.

Signed, sealed and delivered by the said Contractors in the presence of Witness:

Signature

Name

Address

ANNEXURE – H

PROFORMA OF CERTIFICATE OF PAYMENT BY PMC/ARCHITECT

Certificate No. Interim	Dated	
Client:	Project No.	Building Work / Interior Work
	Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contract's Bill No.	Dated:

This is to certify that the amount given below (*) is due to your contractors for the work done by them and / or against materials delivered at site and/or for advance towards contract on the above referred project.

Advance against contract:

Less: Advance adjusted to

dateBalance Advance

Advance against material delivered at

siteAmount of work done to date

Total

Less: Retention on work

done Less: Previously

certified upto Present

Certificate (*)

Rupees _____

The cost of cement or any other material supplied by you or payments made by you directly if any, and not covered herein above, should be adjusted before making the payment of the certified amount(*)

Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount.

By a copy of this letter, we are intimating the contractors to call on you for the necessary payment.
Remarks, if any

the details of insurance policy are enclosed .

Enclosures: Bill Signature of P.M.C/ARCHITECT.

PROFORMA & ANNEXURES

ANNEXURE – I

PROFORMA OF HINDRANCE REGISTER

Name of the work: Date of state of work:

Name of Contractor: Period of Completion:

Agreement No. : Date of completion:

Sr. No.	Nature of Hindrance	Date of Occurrenceof Hindrance	Date of which Hindrancewas removed	Period of Hindrance	Signatureof PMC/EIC	Remarks
1	2	3	4	5	6	7

PMC – Project Management Consultant/EIC

ANNEXURE – J

APPLICATION OF PROFORMA FOR EXTENSION OF TIME LIMIT

1. Name of Contractor

2. Name of the work as given in the Agreement

3. Agreement No.

4. Estimated Tender Amount.

5. Date of Commencement of work as per Agreement.

6. Period allowed for Completion of work as per Agreement.

7. Date of Completion Stipulated in Agreement.

8. Period for which Extension of Time has been given previously:

   a) 1st Extension vide Architects / Bank letter no. dtd, month, days

   b) 2nd Extension vide Architects / Bank letter no. dtd, month, days

   c) 3rd Extension vide Architects / Bank letter no. dtd, month, days

   d) 4th Extension vide Architects / Bank letter no. dtd, month, days

9. Total Extension previously given.

   a) Reasons for which extensions have been given (copies of the previous application should beattached)

10. Period for which extension is applied for :

11. Hindrances on account of which extension is applied for with dates on Hindrances occurred andthe period for which these are likely to last :

a) Serial No.

b) Nature Of Hindrance:

c) Date of Occurrence:

d) Period for which is likely to last :

e) Period for which Extension required for this particulars Hindrance:

f) Overlapping period if any , with to item (e) above

g) Net extension applied for :

h) Remarks if any

12. Extension of time required for extra work

13. Details of extra work and amount involved :

a) Total value of extra work :

b) Proportionate period of extension time on estimated amount put tender

14. Total extension time required for 11 & 12 :

Submitted to the Architects / Bank

Signature of contractorDate: