



Bank of Baroda
Baroda Apex Academy- Gandhinagar

BANK OF BARODA



**SUPPLY AND INSTALLATION OF CHAIRS AT BARODA
APEX ACADEMY-GANDHINAGAR**

TECHNICAL BID

TENDER PERIOD FROM 12.04.2017 TO 03.05.2017 UPTO 3:00 PM

DATE OF PRE-BID MEETING: 20.04.2017 AT 3:00 PM

OPENING OF TECHNICAL BID ON 03.05.2017 AT 3:30 PM.



TECHNICAL BID (PART -I)

**NAME OF WORK: - SUPPLY AND INSTALLATION OF CHAIRS AT BARODA
APEX ACADEMY-GANDHINAGAR.**

1.1 Baroda Apex Academy-Bank of Baroda invites tender bids from manufacturers and suppliers for supply and installation of chairs at various floors of Baroda Apex Academy, Gandhinagar.

TENDER PERIOD FROM 12.04.2017 TO 03.05.2017 UPTO 3:00 PM

DATE OF PRE-BID MEETING: 20.04.2017 AT 3:00 PM

OPENING OF TECHNICAL BID ON 03.05.2017 AT 3:30 PM.

Baroda Apex Academy is of Ground + 7 Floors Building, which is under entire renovation. Bank requires various types of Chairs for this training institute for its various office areas, visitors, Class Rooms, Study Purpose for Hostel Rooms, Auditorium, Canteen, Meeting Room/ Conference Room, Cabins etc.

1.2 Pre-qualification Criteria

Suppliers/ Vendors/ Manufacturers who are desirous of tendering for supply and installation of chairs and fulfills following minimum requirements only need to apply.

1. Experience of having successfully completed similar jobs i.e. Supply of Various Chairs including Office Chairs during last 7 years (as of 31.03.2017) should be one of the following:
 - a) One similar* completed work each costing not less than **Rs. 29.0 Lacs**
OR
 - b) Two similar* completed works each costing not less than **Rs. 18.00 Crs**
OR
 - c) Three similar* completed works each costing not less than **Rs. 14.5.00 Lacs**

***Similar Job: Supply and installation of Various type of Chairs including Office Chairs**

2. Average annual turnover of architecture firm for the last three years should not be less than **Rs. 11.00 Lacs.**



The Supplier should have sufficient number of experienced personnel, technical know-how, Workshop, Set-up and other resources for the completion of subject work.

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 "SUPPLY AND INSTALLATION OF CHAIRS AT BARODA APEX ACADEMY- GANDHINAGAR".

1.4 Your tender duly filled in, signed and sealed, should be addressed and delivered to **The General Manager, CLO & Head, Baroda Apex Academy, 6th Floor, Bank of Baroda, Near Udyog Bhawan, GH-4, Sector-11, Gandhinagar-382011 on or before 15:00 hours of 03/05/2017.**

1.5 **Date of Pre Bid Meeting : 20/04/2017 at 15:00 hrs.**

1.5 Tenders are available on Bank's website www.bankofbaroda.com/asp/tenders. Tenderers shall submit the documents in Envelope No. 1, Envelope No. 2 and Envelope No. 3 as stated below.

1.6 (i) Envelope No. 1

i. All set of Technical Bid duly stamped and signed on each page.

This envelope shall be superscribed "Envelope No. 1 - "SUPPLY AND INSTALLATION OF CHAIRS AT BARODA APEX ACADEMY- GANDHINAGAR".

(ii) Envelope No. 2

Envelope No. 2 shall contain 2 copies (one marked 'Original' and other marked 'Copy') of Priced Bill of Quantities duly filled in and signed on each page by the Tenderer. Rate quoted 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 superscribed "Envelop No. 2 - PRICED BID for "SUPPLY AND INSTALLATION OF CHAIRS AT BARODA APEX ACADEMY-GANDHINAGAR".**

1.7 Late Tenders

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

1.8 Opening of Tender

Technical Bid Envelope No. 1 of the Tender will be opened immediately after last date and hour of submission i.e. on **03/05/2017 at 15.30 hrs** or any extended date duly intimated in presence of Tenderers who wish to be present. This shall be followed by opening of **PRICE BID or Price Bid opening shall be informed separately to the shortlisted bidders.** 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.

1.9 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.**

1.10 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 subject to fulfillment of criteria on verification.

1.11 Validity of Tender



The Tender shall be valid for a period of 120 days, from the last date of submission of the tender. The tenders shall not be entitled during the said period of 120 days to revoke or cancel or vary the tender. In case of tenderer revoking or canceling or varying this tender, the EMD shall be forfeited.

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

Baroda Apex Academy Block, 6th Floor, Bank of Baroda, Near Udyog Bhawan, GH-4, Sector-11, Gandhinagar-382011

1. **Mr. Uday Diwakar**, Asst. General Manager
Ph. : 079 - 30588220,
Email : sc.ahmedabad@bankofbaroda.com
2. **Mr. Bipin Brahmbhatt**, Chief Manager
Ph. : 079 - 30588215
Email : sc.ahmedabad@bankofbaroda.com
3. **Mr . Hitesh Mahurkar**, Sr. Manager(Civil)
Ph : 079 - 30588239
Email : sc.ahmedabad@bankofbaroda.com

1.15 BOB shall not be bound to accept the lowest tender and reserves the right to reject any or all the Tenders without assigning any reason therefore.

Yours faithfully,
for **Bank of Baroda**

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Mode of Submission:

Envelopes (i) Technical Bid Cover-1 (ii) Price Bid - Cover-2 as above should be placed in another single cover and super scribed "SUPPLY AND INSTALLATION OF CHAIRS AT BARODA APEX ACADEMY-GANDHINAGAR" and submitted at following address:



**The General Manager, CLO & Head,
Baroda Apex Academy, 6th Floor,
Bank of Baroda, Near Udyog Bhawan,
GH-4, Sector-11, Gandhinagar-382011**

The last date of submission is 03/05/2017 @ 15:00 hrs

Conditional Tenders are liable to be rejected. Dispute, if any, will be subject to Gandhinagar jurisdiction only.

Sign & Signature of Bidder



FORM OF TENDER

PLACE :

DATE :

To,

Bank of Baroda,

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.....

.....

Dear Sir,

Having examined the Drawings, Specifications, Designs and Bill of Quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to execute the works specified in the said memorandum within the time specified at the rates mentioned in the Priced Bill of Quantities or any agreed rates on 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, articles of agreement, Addenda, Bill of Quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.



MEMORANDUM

(a) Description of works	:	SUPPLY AND INSTALLATION OF CHAIRS AT BARODA APEX ACADEMY-GANDHINAGAR
(b) Earnest Money Deposit	:	Rs. 36,000/- (Rupees Thirty Six Thousand Only).
(c) Initial Security Deposit	:	2% of the Contract Value by Bank Demand Draft within 7 days of issue of LOA / Work Order.
(d) Performance Guarantee	:	5% of Contract Value in the Form of Bank Guarantee from any Nationalised Bank within 14 days of issue of LOA / Work Order.
(e) Retention Money / Security Deposit	:	Retention Money to be deducted @ 8% of each Interim 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 for completion	:	-40- Calendar days from date of commencement. Supply shall be as per Bank's requirement in phased manner. However, the supply for Canteen Chairs shall require to supply immediately as per Bank's instructions after placing work order.

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 mentioned in the said conditions.

3. I / We have deposited a sum of Rs. 36,000/- (Rupees Thirty Thousand Only) as earnest money in the form of Demand Draft with the Bank of Baroda



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 the
firm authorised to sign

Name of person having power
Attorney to sign the
Contract (Certified true
copy of the Power of
Attorney should be
attached)

Yours faithfully,

Signature of Contractor



(Signatures and addresses of witnesses)

(i)

(ii)



ANNEXURE A

PART I - TECHNICAL BID (Envelop 1)

Mandatory information

(To be furnished on the letterhead of the bidder)

Important:

1. Please type or handwrite in capital letters.
2. Please use addition sheets if required.

1	a) Name of the applicant / organization b) Address of the Registered Office (With Phone Nos, Fax Nos & Email ID & Contact Person)	
2	Name, E-mail ID & contact details of the Proprietor / Partners / Directors of the Organization / Firm a) b) c)	
3	Address & Contact Person Details of Zonal/ Branch office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.	

Note: Please enclose this information in PART I (Technical Bid) of the Bid.



ANNEXURE B

PART I - TECHNICAL BID (Envelop 1)
Mandatory information

1	Name of the applicant / organization	
2	Full Address of the Office/s under this zone through which the proposed work of the Bank will be handled	
3	Contact Person Details for Zone office through which the proposed work of the Bank will be handled	
4	Phone Nos. of Office & Contact Person/s	
5	Fax Nos. of Office	
6	E-mail ID	

Note : Please enclose this information in PART I (Technical Bid) of the Bid.



Technical Bid Envelop 1
FORM OF TENDERS

To,

The General Manager, CLO & Head
Baroda Apex Academy
Bank of Baroda
7th Floor, BOBIIT Building
Near Udyog Bhawan, GH-4,
Sector-11, Gandhinagar-382011.

Dear Sir,

**Re: SUPPLY AND INSTALLATION OF CHAIRS AT BARODA APEX ACADEMY-
GANDHINAGAR**

Having examined the drawings/ specifications and schedule of quantities, and satisfying ourselves as to various conditions stated, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

In the event of this Tenders being accepted, I/we agree to enter into and execute the necessary contract required by you. I/we further agree to execute and complete the work within the time frame stipulated in the Tenders documents.

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

I/we understand that you are not bound to accept the lowest Tenders or bound to assign any reasons for rejecting our Tenders. I/we further understand that Bank of Baroda may award Contracts to more than one Contractor and that I/we shall make no claims whatsoever if Bank of Baroda accept only a part of my/our Tenders. We



unconditionally agree to Bank of Baroda's preconditions as stipulated in the Tenders documents.

Bank reserves the right to terminate our contract and in additions to recovery of all the dues to the Bank from the payment receivable by us. Further we may also be barred from bidding in future for the Bank and its subsidiaries.

Any Commercial discloser in the Envelope no. 1 will disqualify me/us without any further scrutiny.

I/we enclose herewith the completed Tenders documents duly signed in duplicate.

Yours truly,

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

Place:

Date



GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS

1. Sealed tenders should be addressed to **The General Manager, CLO & Head, Baroda Apex Academy, 6th Floor, Bank of Baroda, Near Udyog Bhawan, GH-4, Sector-11, Gandhinagar-382011** and super scribed **"SUPPLY AND INSTALLATION OF CHAIRS AT BARODA APEX ACADEMY-GANDHINAGAR"** so as to reach not later 15.03.2017 @ 15:00 hrs.
2. No tenders will be received after the due date and time under any circumstances whatsoever.
- 3 (a) Technical Bid of Tenders will be opened at 15:30 hrs on 15.03.2017 in the office of **The General Manager, CLO & Head, Baroda Apex Academy, 6th Floor, Bank of Baroda, Near Udyog Bhawan, GH-4, Sector-11, Gandhinagar-382011** or any other office designated for this purpose by him in presence of Bidders or their representatives should they choose to be present.
- 3 (b) Tenders shall remain open to acceptance by the Bank for a period of four months (120 days) from the date of opening part-II of the Tenders which period may be extended by mutual agreement and the Tenders shall not cancel or withdraw the Tenders during this period.
- 3 (c) The Bidder must use only the forms delivered to them/ displayed on website to fill in the rates. (Any addition/ alteration in the text of the Tenders form made by the Bidder shall not be valid.)
- 4 (a) The Tender form must be filled in Hindi / English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the Tenders may be considered invalid by the Bank Representative in its discretion.
- 4 (b) **Rates should be quoted both in figures and in words in columns specified.** All erasures and alterations made while filling the Tenders must be attested by initials of the Bidder. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the Tenders void at the Bank's option. No advice of any change in rate or conditions after the opening



of the Tenders will be entertained.

- 4 © Each of the Tenders documents should be signed by the person or persons submitting the Tenders in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions etc., as laid down. Any Tenders with any of the documents not so signed may be rejected.
- 4 (d) The Tenders submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the Tenders may be rejected by the Bank.
5. The Bank of Baroda does not bind itself to accept the lowest or any Tenders and reserves to itself the right to accept or reject any or all the Tenders, either in whole or in part without assigning any reasons for doing so.
- 6 On receipt of intimation from the Employer of the acceptance of his/their
- (a) Tenders, the successful Bidder shall be bound to submit the detailed rate analysis for all the items, if required by the Bank.
- On receipt of intimation from the Employer of the acceptance of his/their
- 6(b) Tenders, the successful Bidder shall be bound to submit the undertaking to follow the specifications and all technical and testing parameters.
- On receipt of intimation from the Employer of the acceptance of his/their
- 6(c) Tenders, the successful Bidder shall be bound to implement the contract agreement within Fourteen days thereof, the successful Bidder shall sign the agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Bank of Baroda of a Tenders will constitute a binding contract between the Bank of Baroda and the person so Bidding, whether such formal agreement is subsequently executed or not. The cost of necessary stamp paper for execution of the agreement shall be borne by successful Bidder.
- 7 Successful Bidder shall deposit **2% Initial Security Deposit (ISD) amount of the Total Quoted Amount in the form of Demand Draft/ Bank Guarantee valid for the period of One Year in favour of Bank of Baroda.**
- (a)



- 7(b) All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from his performance guarantee and/or amounts payable if the amount so permits and the contractor shall, unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
8. The Contractor shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Employer Bank may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
9. The Contractor shall carry out all the work strictly in accordance with specifications, details and instructions of Bank's Architect/Engineer/representatives. If in the opinion of the Bank's Representative, changes have to be made in the design and with the prior approval in writing of the Bank, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
10. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. Each Tenders should contain not only the rates but also the value of each item of work entered in a separate column and all the amounts quoted against various items should be totaled in order to show the aggregate value of the entire Tenders.
11. The Bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a Tenders and for entering into a contract and must examine the specifications, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
12. The rates quoted in the Tenders shall include all charges for clearing of site before commencement as well as after completion. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations in railway freights or any conditions whatsoever. **Bidders must include in their rates charges for transportation, sales tax, excise duty, octroi , sales tax on VAT, Service Tax and any other tax and duty or other levy levied by the central government or any State Government or local authority, if applicable.** No claim in respect of sales



tax, excise duty, Octroi or other tax duty or levy whether existing or future shall be entertained by the employer.

The successful Bidder may also note that the Bank reserves the right to deduct Sales Tax on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from Bank and remit the same directly to the Government in case they are not submitting the proof / evidence of having paid the Sales Tax on work executed under this contract.

13. The Contractor should note that unless otherwise stated the Tenders is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract.

14. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Bidder and it shall be reckoned from the tenth day after written order to commence the work is issued.

The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete all the work within the specified period he shall be liable to pay compensation of the Conditions of Contract/ work contract.

15. Tenders will be considered only from recognized bona fide contractors in trade concerned. Each Bidder shall submit with his Tenders a list of large works of a like nature he has executed giving details as to their magnitude and cost of the proportion of work done by the Contractor in it and the time within which the work were completed.

16. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him.

17. The successful Bidder is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by Bank.



18. The successful Bidder must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Bank.
19. The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
20. The Bidder shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this Tenders form.
21. The contractor shall strictly comply with the provision of safety code annexed hereto.
22. I.S. Code numbers wherever mentioned in the Tenders shall be the latest version of I.S. codes as on the date of opening of Tenders.
23. The performance guarantee of the successful Bidder will be forfeited if he fails to comply with any of the conditions of the Contract.
24. **CONTRACTOR TO INFORM HIMSELF FULLY:**
The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the Tenders. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

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

25. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.



26. You shall be abide by the Minimum Wage Act, Labour Laws/Bye-laws, Shops & Establishment Act etc. of the State Government / Statutory bodies.
27. All necessary permit/license etc., if required, for the relevant work, has to be arranged by the contractor.
28. **The contractor may be required to provide additional quantity as and when required by the bank. Quantities may vary as per requirement or may be having some specification variations.**
29. If the quality of Chairs supplied or any raw materials used therein is found to be unsatisfactory by us at any point of the contract period, Bank is entitled to terminate the contract or withdraw the work order and get the balance supply at your risk and cost by any other agency particularly in case of the following defaults from your side.
 - Delay in supply of Chairs
 - Refusal to meet the specification and rectification of faulty material and workmanship
30. **The order should be executed within a period of maximum one month.**
31. You are advised to carry out the work without causing inconvenience to the employee of the branch/offices and occupant in the building comprising branch/office.
32. Contractor to supply & install the Chairs at the ordered site and obtain the acknowledgement from the officer/executive for having made the supply and installed the same satisfactorily.
33. No advance will be paid by the bank.
34. On satisfactory completion of the work and after submitting bill to this office, you will be paid as per approved Tenders rate.
35. Bank's engineer will verify the specifications viz quality, size, brand to match with the contracted specifications.



- 36. On observation of deviation from the specification, bank may cancel the work order and assign the same to other contractor or deduct the amount from the bill.
- 37. Bank reserves the right to accept or reject any/all the offer without giving any reasons thereof.
- 38. Other terms and conditions as per Bank's norms/IBA terms & conditions will be applicable.
- 39. Bank reserves the right to award the work either to a single agency (if same agency has quoted lowest rate for both the items) or bifurcate the work among the lowest vendors for individual items.

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

Witness Signature

Contractor's Signature.....

Addresses.....

Address.....

.....

.....

Date.....

Date.....



Special Conditions of Contract

Materials & workmanship to confirm to description	All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's instructions, and the Contractor shall upon the request of the Bank furnish it with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank may require as per the testing schedule of Tenders.
Contractor's superintendence and representative on the works.	The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Bank may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto.
Dismissal of workmen.	The Contractor shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank.
Access to works	The Employer, their respective representatives shall at all reasonable times have free access to the work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer.
Schedule of Quantities.	The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.
Sufficiency of Schedule of quantities	The Contractor shall be deemed to have satisfied himself before Tendersing as to the correctness and sufficiency of his Tenders for the works and of the prices stated in the Schedule of Quantities, and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
Measurement of works	The Bank may from time to time intimate to the Contractor and Employer that he requires the works to be measured, and



	<p>the Contractor shall forthwith attend or send a qualified Agent to assist the Bank.</p> <p>The Contractor Should not attend or neglect or omit to send such Agent then the measurement taken by the Bank shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.</p> <p>The Contractor or his Agency may at the time of measurement take such notes and measurements as he may require.</p>
Defects after virtual completion.	<p>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 twelve months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, 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, settlement 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.</p>
Damages to persons and property.	<p>The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall also cover , interalia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to</p>



	persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.
	The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.
	<p>The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the contract period.</p> <p>The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall be at his own expense effect and maintain until the contract period.</p>
	The contractor shall be responsible for any liability which may not be referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.
	The contractor shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.
	Without prejudice to the other rights of the employer against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable by



	the contractor under this clause.
Delay and extension of time.	<p>1 If in the opinion of the Bank the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer or the Bank and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of work exceed the value of the priced schedule of quantities owing to variations the Bank may with previous approval in writing of the Employer make fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lockout the Contractor shall immediately give written notice thereof to the Bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with work.</p>
	<p>If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 3 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 delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages.</p>



	<p>Further, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the Contractor has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.</p>
Termination of contract by The Employer	<p>If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator of such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.</p>
	<p>Or if the Contractor (when and individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.</p>
	<p>Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.</p>
	<p>Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained.</p>
	<p>Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.</p>
Settlement of disputes tries arbitration.	<p>All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within the contract period) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto and settled by the Bank.</p>



	<p>The Arbitrator shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters, referred to in the preceding Clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.</p>
	<p>The Arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration, the reference to arbitration and the appointment of the Arbitrator shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof; with the Arbitrator or the Arbitrators as the case may be.</p>
	<p>The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1996 or any statutory modification thereof.</p>
	<p>It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators as the case may be, is given.</p>
<p>Right of Technical Scrutiny of Final Bill.</p>	<p>The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the BANK OF BARODA.</p>



<p>Employer entitled to recover compensation paid to workmen.</p>	<p>If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.</p>
<p>Right of Employer to terminate contract in the event of death of contractor if individual.</p>	<p>Without prejudice to any of the rights or remedies under this contract, if the Contractor, being an individual, dies, the Employer shall have the option of termination the contract without incurring any liability for such termination.</p>



COMMON TECHNICAL SPECIFICATIONS FOR CHAIRS

(Specifications to be use for Annexure 1 to 3 where details are not mentioned)

Common Technical Specifications of Chairs	
Below Assemble Telescopic TY	3 piece & injunction moulded (for chairs with casters)
Operating height adjustment	With suitable stroke length
Pedestal Assembly	Fitted with 5 nos. Twin Wheel Castors 5.0 cm
Pedestal Assembly Material	32 to 38mm dia. 1.8 mm thick CR Steel
Pedestal fitted with	Injected moulded black polypropylene hub cap
Polythene Foam	Density 45+/- 2 kg at 25% compression (on hampelen machine)
Seat & back assembly	1.2 cm th. Plywood (else net chair)
Seat size	43.0 cm (W) x 43.0 cm (D)
Seat back hot pressed plywood	Molded PU foam & with changeable fabric having basic cost of Rs. 125-150/ pmt
Spine cover	Injected moulded in black copolymer polypropylene
Tabular Understructure	Moulded black powder coated MSERW tube dia. 1.9 cm x 18 B
Twin Wheel Castors	50mm injected dual wheel moulded in black nylon with min. 75 lbs capacity & plain bearing
Height of the seat from the floor	445 mm - 500 mm



LIST OF APPROVED MAKES

Sr. No.	Material	Make
1	Fabric	Response / Zing / Sarom/ Grandhandloom
2	Gaslift	MDI/ WDF/ Samhonga
3	Ply/ Board	Green/ Century/ Mayur
4	CRCA steel (Cold Rolled Close Annealed)	Tata, Jindal, SAIL, JSW, Essar
5	Wood	Teakwood

TESTING PARAMETERS AS REQUIRED FOR CHAIRS AS PER BIFMA

(Bureau of Industrial Furniture Manufacturer's Association)

1. BACK DURABILITY TEST - CYCLE

Purpose:

On tilting chairs/to evaluate the ability of the chair to withstand the fatigue stress and wear that occurs as a result of the user tilting back in the chair.

Procedure:

A load of 45 Kg placed on seat and back pulled / pushed with a load of 34 Kg for 1,20,000 cycle

Acceptance level:

No structural breakage or loss of serviceability

2. SEATING IMPACT TEST- CYCLIC

Purpose:

On tilting chairs & non- tilting chairs / to evaluate the ability of the chair to withstand the fatigue stress and wear that occurs as a result of the user dropping into the chair.

Procedure:

A load of 57 kgs dropped from a height of 51 mm (2*) on the seat for 1,00,000 cycles at the rate of 30 +1-2 cycles / minut



Acceptance level:

No structural breakage or loss of serviceability including stackability if applicable

3. BASE TEST - CYCLIC

Purpose:

On all pedestal bases / to evaluate the ability of the pedestal to withstand stresses such as those caused by sho loads.

Procedure:

A load of 400 kgs applied for 1 minute

A load of 400 kgs applied till deflection stabilizes

Acceptance level:

No structural breakage or loss of serviceability

4. CASTOR DURABILITY TEST

Purpose:

On chairs fitted to pedestal bases / to evaluate the ability of the pedestal base and castors to withstand stresses and war such as those caused by the user moving back and forth while maintaining castor retentions.

Procedure:

A load of 136 kgs placed in a hopper and mounted on the pedestal base with castors free to rotate and swivel /it is then pulled/ pushed to and for with a stroke length of approx. 762 mm for 1,00,000 cycles at the rate of 9 +/-cycles / minute. A load of 400 kgs applied till deflection stabilizes.

Acceptance level:

No structural breakage or loss of serviceability

5. CASTOR RETENTION TEST:

Purpose:

On castors fitted to the pedestal bases subjected to the castor durability test / as part of the castor durability test

Procedure:

At the conclusion of the durability cycling, a pulling force applied to the castor

Acceptance level:

The castor- wheels should not separate from the vertical castors pin of the pedestal base upto a force less than 2.5 kgs.



6. CASTOR WHEEL PULL-OUT TEST:

Propose:

On castors fitted pedestal bases I as part of the castor durability test

Procedure:

A pulling force applied on the castors fitted to the pedestal base

Acceptance level:

The castor-assembly should not separate from the vertical castor pin fitted to the pedestal base upto a force less than 14 kgs.

7. CASTOR BREAKABILITY TEST

Purpose:

On castors / as part of the castor durability test

Procedure:

A load of 3.5 kgs dropped on the castor assembly from a height of 50.0 cm

Acceptance level:

No structural breakage or loss of serviceability



Acceptance Parameters of Powder coating

Reference Standard - IS 13871: 1993

Type of Test	Referred Standard	Acceptance Criteria
Dry Film Thickness	IS-101; Part 3; Sec.2	50 To 80 Micron.
Scratch Hardness Test	IS-101; Part 5; Sec.2	No Penetration of Film at 3 Kg weight.
Pencil Hardness Test	IS-101; Part 5; Sec.1	No Scratching of film by a pencil having a hardness of up to 2H. No Gouging of film by a pencil having a hardness of up to 4H.
Flexibility Test	IS-101; Part 5; Sec.2	No Damage to the coating to be observed where the Bending dia 6.25 mm.
Impact Resistance Test	IS-101; Part 5; Sec.3	No Peeling of coating in at least 4 out of 5 test positions when impacted with mass of 1 Kg from a height of 1 meter.
Salt Spray Test	IS-101; Part 6; Sec.1	No White Rust After 1000 Hrs.
Cross Cut Adhesion	IS-101; Part 5; Sec.2	No detachment of lattice to be observed.
Gloss Test (At 40 degree)	IS-101; Part 4; Sec.4	In-between 10% & 80% for Grade B (Semi-Glossy)
		Max. Variation between extreme values should not exceed 20% of the mean value.



Important Note

Quality Assurance: -

During empanelment period Bank may randomly select supplied product from each vendor and may send them to Authorized Certification Agency for testing, considering various criteria as detailed above.

1. Use of Approved Makes
2. Testing parameters as required for Chairs as per BIFMA
 - i. Back Durability Test- Cycle
 - ii. Seating Impact Test- Cyclic
 - iii. Base Test- Cyclic
 - iv. Castor Durability Test
 - v. Castor Retention Test
 - vi. Castor Wheel Pull-out Test
 - vii. Castor Breakability Test
3. Quality Standards of Raw Materials
 - i. Acceptance Parameters of Powder coating

During testing if the quality of this product or any part of the product is found unsatisfactory, Bank will blacklist those vendors from further empanelment and take any other action if deems fit.

Annual Review shall include:

- Performance
- Timely delivery of items
- After sales service

(Acceptance parameter must match the quality assurance guidelines)



1 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 Head office, Suraj Plaza I, Sayajigunj, Vadodara 390005.
- b. **"Engineer-In-Charge (EIC) / Engineer"** means authorized representative of PMC.
- c. **"Architect"** means Project Architect for respective floors and their authorized nominees & representatives or such other firms / persons, as shall be nominated by the Employer.
- (ii) **"Contractor" shall mean :-**
- a) In the case of a Partnership firm :- -----
----- and ----- trading as partners in the name and style of ----- and having a place of business at ----- and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
- b) In the case of individual Contractor :- Shri _____ trading in the name and style of _____ and shall include his heirs, successors & legal successors & legal representatives.
- c) In the case of Company :-
_____ a company



incorporated under _____ 20____ and having its registered office at _____ and office at _____ and shall include its successors and assignee.

- (iii) **"Site"** shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (iv) **"Contract"** shall mean the following documents, all duly signed, collective in that order of precedence.
 - a) Articles of Agreement
 - b) Letter of acceptance of Tender / Award of Work
 - c) The Bid including Appendix to Bid, Addendum if any
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) Priced Bill of Quantities
- g) Technical Specifications (including any further instructions by Engineer / EIC during construction work)
 - h) Drawings (Tender drawings / Working drawings issued during construction)
- (v) **"Notice in writing" or "written notice"** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (vi) **"Act of Insolvency"** shall mean any Act of Insolvency as defined by the Presidency Towns insolvency Act, or the Provincial Insolvency Act or any Act amending such original.
- (vii) **"Net Prices"** : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total amount of the items in the Tender any sum, either as a percentage or other wise, then the net price of any item in the tender shall be the sum arrived at by adding to or



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

- (viii) **"Works"** means the permanent works described in the "Scope of Work" and / or to be executed in accordance with the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor under the contract.
- (ix) **"Drawings"** means the drawings prepared by the Architects and issued by the Engineer-in-Charge / Engineer & referred to in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time.
- (x) **"Bill of Quantities"** means the Schedule and Quantities of items, materials & rates, summaries, etc. as finally accepted.
- (xi) **"Specification"** means the specifications given in these documents including relevant Indian standard specification where so required and where such a specification is not available, the specification will be approved by the Architect.
- (xii) **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (xiii) **"Materials"** means the materials, apparatus, equipments, fittings, fixtures and all such other material which are incorporated in the 'work'.



- (xiv) **"Virtual Completion of the Works"** means the completion of the whole of the works substantially in all respects as evidenced by issuance of a Certificate of Completion by the Engineer-in-Charge / Engineer.
- (xv) **"Period of Maintenance / Defect Liability Period"** shall mean the period of 365 (Three hundred Sixty Five) days calculated from the date of virtual completion of the works as certified by the Engineer-in-Charge / Engineer.
- (xvi) **"Urgent Works"** means any urgent works, which in the opinion of the Engineer-In-Charge / Engineer becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure or services or required to accelerate the progress of work for which becomes necessary for safety and security or for any other reason, the Engineer / Employer may find it necessary.
- (xvii) **"Market Rate"** means the rate as decided by the Engineer-in-Charge / Engineer on the basis of cost of materials at site inclusive of any tax, duty, octroi etc. at the time of execution of work.
- (xviii) **"Approved"** means approved in writing; "Approval" means approval in writing.
- (xix) **"Month"** means calendar month.
- (xx) **"Week"** means seven consecutive calendar days.
- (xxi) **"Day"** means a calendar day beginning and ending at 00 Hours and 24 hours respectively,
- (xxii) **"Contract Value / Tender Value"** means the total value of the tender as accepted by the Employer.
- (xxiii) **Interpretations / Marginal Note / Heading / Catch Lines.**



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

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

2. Language and Law

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

3. Errors, Omissions and Discrepancies

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

4. Scope of Contract

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

5. (i) Letter of Acceptance / Award

Before signing of the Contract, the Employer shall issue by registered post or by otherwise depositing at the registered office of the Contractor, Letter of Acceptance / Award to enter into a Contract with



the Contractor for the execution of the works in accordance with the contract. Until a formal contract agreement is prepared and executed, the tender documents i.e. Volume I, II, III & set of drawings together with the relevant correspondence exchanged from receipt of the tender to acceptance and together with the Employer's letter of Acceptance / Award shall constitute a binding contract between the parties.

(ii) **Contract Agreement**

On receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract & within **fourteen days thereof**, the successful tenderer shall sign an agreement in accordance with the draft agreement. The Contract shall be executed in quadruplicate and the Employer, the PMC, the Architect and the Contractor shall be entitled to one executed copy each for their use.

(iii) **Commencement of Works**

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

(iv) **Possession of Site**

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will within 7 days from the date of issue of acceptance letter / work order give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the programme and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Engineer, make and will from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor



to proceed with the construction of the Works in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the EIC shall grant an extension of time for the completion of the works on approval from Employer.

(v) **Way leaves, etc.**

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

6. Custody of Drawings & Specifications

The Contractor will be given free of cost two copies of Drawings during the progress of the works. Any further copies of such Drawings required by the Contractor shall be obtained by him from the Engineer on payment of necessary charges to be fixed by the Architect. The Contractor shall keep one copy of all Drawings at the works site and the Employer / Architect/ PMC shall at all reasonable time have access to the same. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications. No drawings shall be taken as in itself an order for execution unless, in addition to the Architect signature, it is marked "Fit for Construction" by PMC.

7. Disruption of Progress

The Contractor shall give adequate but not less than 4 weeks time written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is required to be issued by the Engineer. The notice shall include details of the drawing or order required explaining why and



by when it is required and of any delay or disruption likely to be suffered if it is late.

8. Further Drawings and Instructions

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

- (a) The variation or modification of the design, quality or quantity of items of works or the addition or omission or substitution of any item.
- (b) Any discrepancy in the Drawings or between the Bill of Quantities and / or Drawings and / or Specification.
- (c) The removal from the site of any material brought thereon by the Contractor and the substitution of any other material therefore.
- (d) The removal and / or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.

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



Engineer, such shall be deemed to be Engineer's instructions within the scope of the Contract.

9. Duties of Architect

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

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 Interior / Civil Contractor, recording of measurements, certification of bills, preparing extra/deviation items, excess/ saving statement, preparing Minutes of Meeting etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the contract or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the work.

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

The shall act in consultation with the Structural Consultant in regard to the quality of all structural aspects of work and in consultation with the Employer, will finalise the selection of finishing materials. The 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 shall have the power to give notice to the Contractor or his Engineer-In-Charge, about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found



to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Architects/ Employer/ Structural Consultant as the case may be through .

The shall have such other power and discharge other functions as are specifically provided in this contract included such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer, which shall be duly notified to the Contractors.

10. Contractor's General Responsibilities

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

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

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

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

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

11. Safety of Site Operations



The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works.

12. Watching & Lighting

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

13. Care of Works

From the commencement to the certified completion of the whole of Works, the contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever.

The Contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under **Clause no. 36** hereof. The Contractor shall indemnify the Employer from all risks on this account.

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

The Contractor shall have on site at all times during working hours throughout the course of the Contract at least one competent senior



representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at site and shall keep the Engineer and the Employer informed at all times about the name and designation of such representative.

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

(ii) Contractor's Employees

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

(iii) Removal of Contractor's Employees

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

(iv) Unauthorised Persons

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

15. Compliance with Statutes, Regulations, Etc.

The Contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and / or authorities with



whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so regulations, give to the Engineer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within ten days of submission of such notice, receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under **Clause no. 29** thereof.

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

16. Setting Out

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

17. (i) Quality of Materials & Workmanship & Test

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

The Contractor shall upon the instruction of the Engineer furnish him with documentation to prove that the materials and goods comply with the requirements of contract and for requirement stated above. The Engineer may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Contractor shall provide such assistance instruments, machinery, labour



and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the Works for testing as may be selected and required by the Engineer.

(ii) **Samples**

All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the Contractor without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the contractor shall provide to the Engineer samples alongwith the detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make / material might have been stipulated atleast before 90 days of their incorporation in work. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided instead to the satisfaction of the Engineer. Before submitting the samples / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Engineer shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Engineer, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Engineer for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

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

The Engineer shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that



might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipments, etc. shall be to the account of the contractor. In this respect the decision of the Engineer shall be final.

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



(iii) Inspection & Testing During Manufacture

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

(iv) Dates for Inspection & Testing

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

(v) Facilities for Testing at Manufacturer's Works

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

(vi) Certificate of Testing

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



(vii) Rejection

If as a result of such inspection, examination or test of the works the Engineer shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The Contractor shall with all speed make good the defect or 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 which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

(viii) Delivery of Materials & Equipment

Unless the Engineer shall otherwise direct, no material shall be delivered to site until the Engineer shall have issued, in respect of such material, a certificate under Clause no. 17 above. Likewise Fabrication Materials or Contractor's Equipment shall be delivered to Site only upon an authorization in writing applied for and obtained by the Contractor from the Engineer.

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

(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 reinspection.

(x) Inspection Reports

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

(xi) Cost of Tests



The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the Specification or Bill of Quantities or required as per standard practice of the trade / BIS.

(xii) **Costs of Tests not provided for, etc.**

If any test is ordered by the Engineer which is either

- (a) not so intended by or provided for or not required as per standard practice / BIS.
- (b) (in the cases above mentioned) is not so particularized, or
- (c) though so intended or provided for but ordered by the Engineer to be carried out by an independent person authorized by Engineer at any place other than the site or the place of manufacture / fabrication and shows the materials, plants not to be in accordance with the provision of contract then the cost of such test shall be borne by the Contractor.

18. Absence of Specification

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall request in writing well in advance to commencement of the particular work to the Engineer who will issue such detailed information as necessary within a reasonable time. Generally, in absence of any specification BIS code, CPWD and PWD Specification shall be followed in order of preference.

19. Obtaining Information Related to Execution of Work

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



failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

20. Contractor's Superintendence

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

21. Access for Inspection

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

22. (i) Examination of Work Before Covering Up

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer of any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or for examining such foundations.

(ii) Uncovering and making openings

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the



satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of sub-clause (i) of this Clause and are found to be executed in accordance with the contract the expenses of uncovering, making openings in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

23.(i) Assignment

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

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

The Contractor shall carry out all the works strictly in accordance with Drawings, detailed Specifications and instructions of the Engineer. If in the opinion of the Employer or EIC changes have to be made in the works the Contractor shall carry out the same, and payment, if any, arising out of these shall be made as per the terms of the contract.

(iii) Removal of Improper Work & Materials

The Engineer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Engineer are not in accordance with the Specifications or the instructions of the Engineer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith



carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Engineer shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

(iv) Urgent Repairs

If by reason of any accident or failure or other event occurring to in or in connection with the Works, or any part thereof, either during the execution of the Works or during the Period of Defect Liability / Maintenance any remedial or other work or repair shall, in the opinion of the Engineer / Employer or their representative be urgently necessary for security and safety of life or for the works or of adjoining property, and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ his own or other workmen do such work or repair, as the Engineer / EIC or their representative may consider necessary. If the work or repair so done by the Employer which is in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all costs and charges incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's representative (as the case may be) shall, as soon after the occurrence of any such emergency, as may be reasonably practicable notify, the Contractor thereof in writing.

(v) Default of Contractor in Compliance

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

24. (i) 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 Prime Cost items.



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

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

No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or who will not enter into a 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 that before any Certificate is issued, the Contractor shall upon request furnish to the Engineer proof that all nominated Sub-Contractor's accounts included in previous certificates have been duly discharged, in default whereof the Employer may pay the same upon a Certificate of the Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

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 the basis Cl. No. 29 (c) hereof or as decided by the Employer / EIC. No compensation for deletion 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 be measured & the Contractor shall forthwith attend or send a qualified Representative to assist the Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

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

27. Claims for additional expenses



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

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 works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the Engineer shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Engineer in accordance with the provisions of Clause 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 the Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.



- (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 executed under similar conditions as the work priced herein.
- (b) Where the extra works are not of similar character and / or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the Engineer shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the 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 and delivery at site, labour, hire / running charges of equipment and wastages etc. plus 20% towards establishment charges including water & electricity, contractor's overheads & profit, work contract tax, service tax or like. In case of variation in items of works, which are subcontracted to specialist agencies, specialist agencies' 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 will be retained by the Employer towards Retention Money until the



total Security Deposit including Initial Security Deposit amounts to 5% of the Contract Value or Actual Value of work whichever is higher. 50% of the security deposit shall be released to the contractor after issue of virtual completion certificate and balance 50% on issue of "No Dues Certificate" as per **Clause no 35**. The amounts retained by the Employer shall not bear any interest.

All compensation or other sums of money payable by the Contractor to the Employer under the terms of this contract may be deducted from the security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

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

31. **Certificates & Payment**

(i) **Mobilization Advance**

- (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 / PMC / 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 installement). 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 (-8-) 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 to the contractor or by enforcing the Bank guarantee at the discretion of the Employer.

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

The Contractor will be paid secured advance against cement, reinforcement steel & Structural steel and other non perishable and quantifiable material as decided by Engineer and stacked at site for use in permanent works and in the opinion of the Engineer are required to be procured in advance. The advance paid for the materials stacked at site shall be maximum 75% of the cost of the materials or **40% of the relevant item rate, whichever is less at the discretion of Employer** and the Contractor shall produce necessary vouchers / documents in support of cost of each material. No advance shall be admitted for perishable materials or cannot be stored and quantified properly and materials procured prematurely as decided by the Engineer. The secured advance so given to the Contractor will be recovered from next three (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 authority of the Engineer. The Contractor shall be liable for any loss of or damage to, such materials.

The materials shall also be in conformity with contract specifications and of approved quality as stated in relevant clauses hereof. These advances shall be made on the basis of the quantity of each material lying at site at the time of preparation of each interim bill. The Contractor shall sign Indemnity Bond as per **Annexure I** for any loss either due to theft or fire etc.

(iii) Interim Bill

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



- i) An adhoc payment of 75% of the value of work done as assessed by the Engineer and vetted by EIC/Architect shall be released within 7 working days by the Employer, after certification by the Engineer/Architect who will certify within reasonable period from submission of Bill with necessary vouchers, documents etc.
- ii) Balance amount shall be certified by the Engineer/Architect on submission of bill and payment shall be released by the Employer within 7 working days of certificate receipt from the Engineer/Architect.
 - 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) 50% of Service Tax as applicable will be deducted from each Bill and deposited to the authority by Bank. Balance 50% will be deposited by the Contractor.
- (iv) **Final Bill**
 - a) The Contractor shall submit final bill within 40 days from the date of issue of virtual completion certificate with all relevant informations and details, documents as-built drawing etc. complete.
 - b) The Engineer within 40 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 40 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/Architect 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/Architect 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.

32. Time for Completion

The entire work is to be completed in all respects within -40- days 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 Engineer / Employer, the contractor shall complete certain portion of the work before the completion of the whole of the work. However the completion date for whole of the work shall not change for above.

33. Extension of Time for Completion

- i. If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time, Contractor shall furnish the reasons in detail and his justification, if any, for the delays.
- ii. If in the opinion of the Engineer the works be delayed for reasons beyond the control of the contractor, the Engineer with due consultation with Employer may make a fair and reasonable extension of time for completion of the contract works such time extension will be said as "Authorised Time Extension" which will not qualify for levy of liquidated damages.
- iii. If the works be delayed beyond the authorized time extension, the Engineer with due consultation with Employer may allow extension of time for completion of contract works but with levy of Liquidated damage as stated under **Clause no. 37**.



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

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

34. Virtual Completion Certificate

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

35. Approval Only by No Dues Certificate

(i) Final Completion Certificate

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / Engineer, the Contractor shall ensure that the following works have been completed to the satisfaction of Engineer :

- (a) clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery
- (b) demolish, dismantle and remove all Contractor's site offices and other temporary works, structures & constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Owner and not incorporated in the permanent works
- (c) remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Engineer
- (d) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the Contractor
- (e) All defects / imperfections have been attended & rectified to full satisfaction of the Engineer during the Defect Liability Period.



Unless the Contractor shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

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

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

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

(ii) No Dues Certificate

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

36. Defect Liability Period



Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within 365 days after the date of the virtual completion of the works as certified by the Engineer, arising in the opinion of the Engineer from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Engineer equivalent to the cost of amending such work and in the event of the amount retained under **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 any authorized extended time under **Clause no. 33** hereof and the Engineer with due Consultation with Employer certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or authorized extended completion date, as the case may be, the Contractor shall pay the Employer the sum named in the Appendix to Form of Tender as "Liquidated Damages" for the period during which the said works shall so remain incomplete or the Employer may deduct such damages from any monies due to the Contractor.

38. (i) Default of Contractor

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

- i) Or if the contractor (whether an individual; firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract. To be attached by or on behalf of any of the creditors of the Contract.
- ii) Or shall assign or sub-let the Contract without the consent in writing of the PMC / Architect / Employer first obtained.



- iii) Or shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.
- iv) Or if the PMC / Architect shall certify in writing to the Employer that the Contractor :
 - a) has abandoned the Contract, or
 - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the PMC written notice to proceed, or
 - c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be complete with the time agreed upon , or
 - d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the PMC written notice that the said materials or work were condemned and rejected by the PMC under 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 PMC instruction to the contrary sublet any part of the Contract.

Then in any of the said cases the Employer may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seam and other power utensils and material lying upon the premises or the adjoining



lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the PMC/Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the employer shall sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting therefrom 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, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Architect / Employer shall be final and conclusive between the parties. On termination of the contract, the contractor shall forthwith remove himself and his workmen from the works site.

(ii) **Default of Employer**

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



satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to

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

In arriving at the amount of such payment, the net rates or prices quoted for Item rate work contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause No. 29 (c) of GCC.

39. (i) Determination of Contract

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

(ii) Compliance with Engineer's Direction on Determination

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

- (a) Cancellation of outstanding commitments



- (b) Performance of further work required for the protection of work executed
- (c) The removal of Constructional Plant Temporary Works and materials from the Site
- (d) Any other matters arising out of the Contract with regard to which the Engineer decides that directions are necessary or expedient.

(iii) **Payment on Determination**

In the event of the Contract being determined under the provisions of this Clause the sum payable to the Contractor shall be such sum as would have been payable under **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 such determination.

(iv) The Engineer has a right to ascertain the happening of any contingency, including but not limited to the contingencies listed below, which would vest in the Employer certain powers including, but not limited to, taking possession of the work so far as it has been performed and to completing the work either by himself or by employing some other Agency, retaining property of the Contractor, such as materials, plant or money already due to the Contractor:

- a) Failure of Contractor to proceed with or complete the works in the time or manner stipulated
- b) Contractor's bankruptcy
- c) Failure of Contractor to commence the work
- d) Failure of Contractor to regularly proceed with the work for a certain fixed period
- e) Failure of Contractor to proceed to the satisfaction of the



Employer or the Engineer

- f) Failure of Contractor to proceed with the work for any reason independent of prevention by Employer
- g) If in the Engineer's opinion, the Contractor is not exercising due diligence and proceeding with such dispatch as will enable the works to be duly completed in time
- h) Failure of Contractor in complying with the orders and directions given by the Engineer
- i) Failure of Contractor in complying with the Specification, stipulations, conditions or Drawings
 - j) The Contractor being guilty of any default in the fulfillment of the contract
- k) The Contractor leaves the work unfinished
- l) Failure of Contractor, after due notice, to rectify defective work
- m) The Contractor renouncing materials from site and
- n) Failure of Contractor to maintain the works

40. **Work by Other Agencies**

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



41. (i) Rate of Progress

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

(ii) Work during Night or on Holidays

Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as herein provided be carried on during the night or on Holidays without the permission in writing of the Engineer, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Engineer. Provided always that the provisions of this clause shall not be applicable in the case of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required / continued with the prior approval of the Engineer.

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



42. Suspension of Work

The Contractor shall on the written order of the Engineer in Consultation with EIC suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site on costs & overhead costs of the Contract relating to the works done or incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall, be borne and paid by the Employer. However, the same will not be payable if the such suspension is :

(a) otherwise provided for in the Contract

OR

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

OR

(c) necessary by reason of some default on the part of the contractor

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

43. 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 of relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation,



Termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of
- 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 Architect, within 30 days from the date Of disallowance thereof or the date of deduction or recovery. the said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **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 decision in writing on the claims notified by the contractor. The contractor may within 30 days of 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**.

44. Arbitration



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

v) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the **General Manager, Bank Of Baroda**. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer 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 he was 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 arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such **General Manager, Bank Of Baroda** as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re - enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter



statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

45. **Contractor to Search**

The Contractor shall, if required by the Engineer in writing, search, test as shall be necessary to determine the cause of any defect, imperfection or fault under the directions of the Engineer. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract the cost of the work carried out by the Contractor in searching's as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of **Clause no. 23** hereof.

45. **Labour Laws**

45.1 The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of 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 Architect / 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 any point of time.

45.2 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 or 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.

45.3 The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid 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.

45.4 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 Architect.

45.5 Record of wages etc.



The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the PMC/ Employer/ Architect 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 / PMC and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- j. The Employer / Architect 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 or subcontractor in regard to such provision.
- k. No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless Architect / Employer agree



otherwise.

46. 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 of rigid construction made either of good quality of wood or steel. The steps shall have a minimum 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 and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 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 up to 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.

47. DEMOLITION

- a. Before any demolition work is commenced and also during the process of the work:
- b. All passages and 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.

48. PERSONAL SAFETY EQUIPMENTS

- i. All necessary personal safety equipment as considered adequate by the site Engineer / PMC 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 injurious 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 and provided 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 on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting 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 and supports 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 be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case 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 / PMC. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the PMC whenever he brings any machinery to site of work and get it verified by the PMC 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 compounder. 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 local Statutory authority.

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. Where water 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 drawn from 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.

Washing and Bathing Places:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

Latrines and Urinals:

Except in workplaces provided with water/flushed latrines connected with a water borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least



twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

Payment of Wages

- a. Wages due to every worker shall be paid to him direct. All wages should be paid in current coins or currency or in both.
- b. Wages of every worker employed on the Contract shall be paid where the wage period 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 period according as the number of workers does not exceed 1,000 or exceeds 1,000.

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 be entered 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 that Employment 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 be maintained 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 worker employed by the Contractor at least a day prior to disbursement of wages.

49. Force Majeure

Conditions of Force Majeure

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

Note : 'Typhoon', 'Cyclones', 'Hurricanes', 'Tornado' are covered under act of God.

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

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

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

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of cancelling or terminating this Contract 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.