



**TENDER DOCUMENT**

**Volume I**

**(NIT, GCC, Special Conditions, Annexures & Appendix)**

**Notice Inviting Tender (NIT) for Interior furnishing, Electrical, AC, Firefighting & allied works  
at 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002, Spencer Plaza, Anna salai, Chennai- 600 002, Spencer's Plaza, Anna  
salai, Chennai- 600 002 for the proposed Mid-corporate Cluster Office & Mid-corporate Branch**

**BANK OF BARODA,  
ZONAL OFFICE-CHENNAI  
Baroda Pride, New No:41 Luz Church Road, Mylapore,  
Chennai-600 004**

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**INDEX SHEET**

**NAME OF WORK: INTERIOR FURNISHING, ELECTRICAL, AC, FIRE FIGHTING & ALLIED WORKS FOR THE PROPOSED MID CORPORATE CLUSTER OFFICE & MID-CORPORATE BRANCH AT 5<sup>th</sup> FLOOR, SPENCER PLAZA, ANNASALAI, CHENNAI -600 002**

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**NOTICE INVITING TENDER**  
**NIT REFERENCE NO. BOB/ZO/CHNZ/FM/02/24**

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**SECTION - I**

**NOTICE INVITING TENDER**

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**BANK OF BARODA**

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**NOTICE INVITING TENDER  
(Item Rate Contract)**

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Name of the work: INTERIOR FURNISHING, ELECTRICAL, AC, FIRE FIGHTING & ALLIED WORKS FOR THE PROPOSED MID CORPORATE CLUSTER OFFICE & MID-CORPORATE BRANCH AT 5<sup>th</sup> FLOOR, SPENCER PLAZA, ANNASALAI, CHENNAI-600 002,

Employer: M/s. Bank of Baroda

Dear Sir,

1.1 **The Bank of Baroda (BOB)**, herein called the Employer / Owner, hereby invite you to tender on item rate basis for Interior works - **for the proposed Interior furnishing, Electrical, AC, Fire-fighting & Allied works for the proposed Mid-corporate Cluster Office and Mid-corporate Branch at 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002, Tamilnadu.**

1.2 The tender forms can be downloaded from Bank's website <https://www.bankofbaroda.in/tenders/zonal-regional-offices> from **23/02/2024 to 14/03/2024 upto 1400 hrs.**

1.3 **Submission of Tender**

The Tenders are to be submitted in three separate envelopes, each sealed and clearly identified as to envelope number and contents as indicated below. The three envelopes shall be contained in a large envelope superscribed "**Tender for Interior furnishing, Electrical, AC, Fire-fighting & Allied works for the proposed Mid-corporate Cluster Office and Mid-corporate Branch at 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002, Tamilnadu.**"

1.4 Your tender duly filled in, signed and sealed, should be addressed and hand delivered to the office of "**The General Manager & Zonal Head, Chennai Zone, Baroda Pride, New No:41, Luz Church Road, Mylapore, Chennai 600 004 on or before 1500 hrs on 14/03/2024**"

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

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

Envelope No. 1 shall contain the following:

- a) Earnest Money Deposit of Rs.97,000/- (Rupees Ninety Seven Thousand Only)** in the form of Demand Draft / Pay Order/Bank Guarantee only in favour of Bank of Baroda drawn/issued on any Nationalized / Scheduled Bank

Please note that firms/agencies claiming exemption from submission of EMD under any Statutory authority/law (e.g. NSIC, MSME, K VIC etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank. Such firms shall ensure to submit copy of valid Registration Certificate duly signed and stamped.



The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under "Public Procurement Policy for Micro & Small Enterprises Order 2012" as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises, New Delhi vide Gazette Notification dated 26.03.2012:

- Issue of tender sets free of cost,
- Exemption from payment of Earnest Money Deposit (EMD),
- In tender, participating MSEs quoting price within price band of L1+15 per cent shall also be allowed to supply a portion upto 20% of requirement by bringing down their price to L1 Price where L1 is non MSEs
- Bids not accompanied with EMD shall be disqualified.
- Bids of applicant shall be disqualified, whose EMD will be received after last date and time of submission of bids. Bank shall not be responsible for any delay in submission of EMD.
- EMD shall not carry any interest.
- EMD of the unsuccessful bidders shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc

**(ii) Envelope No. 2**

- i. Vol. I and Vol. II along with set of the drawings duly stamped and signed on each page.
- ii. All submittals as per Clause 6 of **Information and Instructions to Tenderers**.
- iii. Any others as stated in tender Documents.

**This envelope shall be superscribed** "Envelope No. 2 - Technical Bid for Interior Furnishing, Electrical, AC, Firefighting & allied works for the proposed Mid-corporate Cluster Office & Mid-corporate Office at 5<sup>th</sup> floor, Spencer Plaza, Annasalai, Chennai-600 002, Tamil Nadu State

**(iii) Envelope No. 3**

Envelope No. 3 shall contain 2 copies (one marked 'Original' and other marked 'Duplicate') 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. 3 otherwise the tender shall be liable for rejection. **This envelope shall be superscribed** "Envelope No. 3 – Price Bid for Interior Furnishing, Electrical, AC, Firefighting & allied works for the proposed Mid-corporate Cluster Office & Mid-corporate Office at 5<sup>th</sup> floor, Spencer Plaza, Annasalai, Chennai., Tamil Nadu State.

Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/ Proposals for contracts with the procuring entity.

**1.7 Late Tenders**

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



## 1.8 Opening of Tender

The Envelope No. 1 i.e. the Technical Bid of the Tender will be opened immediately after lastdate and hour of submission i.e. on **14/03/2024 at 15.30** hrs or any extended date duly intimated in presence of Tenderers who wish to be present. Representatives who wish to be present during the tender opening shall carry a proper letter of authority issued by the Competent Authority of the firm / company to attend the same, without which they shall not be allowed therein.

## 1.9 Pre-bid Meeting

BOB discourages the stipulation of any additional conditions by the Tenderer along with their offer. However, in case the Tenderer wishes to include any condition / stipulation / clarification in the tender document, he should submit the same in writing to Employer or Architect on or before **29/02/2024**. A pre-bid meeting will be held on **01/03/2024** at the office of **The General Manager & Zonal Head, Bank of Baroda, Chennai Zone, Baroda Pride, New No:41, Luz Church Road, Mylapore, Chennai 600 004 at 15: 00 hrs**. The clarifications / conditions etc. of all the Tenderers, if any, will be examined and after discussions with all the Tenderers the pre-bid meeting, the conditions acceptable to BOB will be intimated to the Tenderers through letter. In case any further clarifications are required by the Tenderers, they may notify the Employer or Architect at least 7 days prior to the deadline of submission of bids. Copy of the response for the above clarifications as well as any others at Employer's initiative will be forwarded to all tenderers through Addendum / Corrigendum but without identifying its source. The Tenderer shall return the above documents duly signed in Envelope No. 2 and this shall form part of the Tender document.

1.10 The Tender without EMD will summarily be rejected.

1.11 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**



#### 1.12 Evaluation of Tender

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

#### 1.13 Validity of Tender

The Tender shall be valid for a period of-90-days, from the last date of submission of the tender. The tenders shall not be entitled during the said period of-90-days to revoke or cancel or vary the tender. A bidder's bid security will be forfeited if the bidder i) withdraws or amends its/ his tender; ii) impairs or derogates from the tender in any respect within the period of validity of the tender; iii) If the bidder does not accept the correction of his bid price during evaluation; and iv) If the successful bidder fails to sign the contract or furnish the required performance security/ performance Bank Guarantee within the specified period.

#### 1.14 For any further information on the tender, **following office / person to be contacted:**

**M/s. Bank of Baroda,  
Zonal Office-Chennai  
Baroda Pride,  
New No:41, ,  
Luz Church Road,  
Mylapore, Chennai 600 004,**

**Mr. V.Jai Amarnath**, Chief Manager ( Facilities Management)  
Ph: 044-23454373  
Mobile No: 8466005214  
Email :[em.sz@bankofbaroda.com](mailto:em.sz@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 whatsoever for doing so.

**Note: The bidders are requested to regularly visit our website till the last date of the submission of the bids for any addendums, as the change in terms and conditions or any other information will not be published in newspaper. The bids will be summarily rejected if the addendums issued are not submitted along with the tender documents.**

Yours faithfully,

for **Bank of Baroda**

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## SECTION - B

Notice Inviting Tender(NIT) for Interior Furnishing, Electrical, AC, Firefighting, & allied works for the proposed Mid-corporate Cluster Office and Mid-corporate Branch at 5<sup>th</sup> floor, Spencer Plaza, Anna salai, Chennai- 600 002

### IMPORTANT INSTRUCTIONS FOR Tendering

B.1	Important instructions for Tendering
	<ul style="list-style-type: none"><li>• This is an offline tender event of Bank of Baroda.</li><li>• Bidders (Contractors firms) are requested to read the terms &amp; conditions of this tender before submitting their tenders.</li><li>• Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid.</li><li>• The intending bidders are required to submit their offer physically before the last date of submission of tender.</li><li>• All the terms and conditions shall be as <b>per NIT reference no. BOB/ZO/CHNZ/FM/02/24</b> available on Bank's website <a href="https://www.bankofbaroda.in/tenders/zonal-regional-offices">https://www.bankofbaroda.in/tenders/zonal-regional-offices</a>.</li><li>• Complete Tender (Part I - Technical Bid) and (Part II - Commercial Bid) along with EMD shall be dropped in the tender box placed at 2<sup>nd</sup> floor, Bank of Baroda, Baroda Pride, New No.41, Luz Church Road, Mylapore, Chennai- 600 004 before last date of submission of the tender.</li></ul>
B.2	Bid Submitting & Opening
	<ul style="list-style-type: none"><li>• Part I Technical bid will be opened on specified date and time as given in the tender at 2<sup>nd</sup> floor, Bank of Baroda, Baroda Pride, New No.41, Luz Church Road, Mylapore, Chennai- 600 004. Interested Bidder(s) can attend the said bid opening.</li><li>• Part II Commercial bid will be opened only those bidder(s) who's Part-I Technical Bid is found to be acceptable by Bank of Baroda. Such bidder(s) will be intimated date of opening of Part-II Commercial bid, through valid email confirmed by them.</li><li>• All entries in the tender should be entered in Technical &amp; Commercial Formats without any ambiguity.</li><li>• All notices /corrigendum shall be issued on the Bank's website only.</li><li>• Tender cannot be accessed after the due date and time mentioned in tender.</li><li>• The process Bidding for submission of Technical and Commercial Bid is offline.</li></ul>
B.3	Submission of Technical Bids and Commercial Bids
	The TENDER response shall be submitted in two parts. Part I shall comprise of Technical Bid and Part II shall contain Commercial Bid. These bids shall be dropped in the tender box placed at 2 <sup>nd</sup> floor, Bank of Baroda, Baroda Pride, New No.41, Luz Church Road, Mylapore, Chennai- 600 004 before last date of submission of the tender i.e <b>14/03/2024 up to 15.00Hrs.</b>





	<ul style="list-style-type: none"><li>➤ <b><u>The prices offered to the Bank must be Indian rupees</u></b></li><li>➤ Any price variation on account of change in tax structure (+ or -) shall be payable/recoverable during the contract period.</li><li>➤ No price increase on account of exchange rate fluctuations.</li></ul> <p>Please note that any changes in the technical / prequalification criteria mentioned in this Tender Document shall be inserted as addendum in the tender section of Bank's Website <a href="https://www.bankofbaroda.in/tenders/zonal-regional-offices">https://www.bankofbaroda.in/tenders/zonal-regional-offices</a></p>
B.4	<b>Opening of Technical Bids</b> The Technical Bids will be opened on <b>14/03/2024 @ 1530 hrs</b> in the presence of Bank's authorized committee at <b>Bank of Baroda, Baroda Pride, New No:41, Luz Church Road, Mylapore, Chennai 600 004</b> . The representatives of the bidders may remain present during the opening of Technical bids. No separate intimation will be given to the bidders in this regard.
B.5	<b>Evaluation of Technical Bids</b> Technical Bids will be evaluated on the basis of fulfilling Bidders Profile Details and compliance to Eligibility criteria, Technical specification, other terms and conditions stipulated in the tender document. Commercial Bids of only those bidders who qualify in the technical evaluation / demonstration, based on the criteria laid down hereinabove, will be opened.  The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.
B.6	<b>Evaluation of Commercial Bids</b> After the technical evaluation of the tenders, the price/commercial bid of only technically qualified bidders (as per the criteria mentioned hereinabove) shall be considered for price bid evaluation. The Bank reserves its right to seek and obtain substantiating data from the bidders for verification of the credentials submitted. The Date of opening of Price Bid shall be advised separately to all technically qualified bidders. Bank may at its discretion, request the shortlisted bidders to give a demonstration of their proposed system at their cost before opening of price bid. This will also be considered as a part of technical evaluation. Lowest quoted bidder (L-1) shall be awarded work subject to satisfying terms and conditions of tender.
B.7	<b>Site address</b> 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002,



## SECTION C

### INTRODUCTION

Sr.No.	Name of work	Approx. Project Cost (Rs.) (Exclusive of GST)
1	Interior Furnishing, Electrical, AC, Firefighting & allied works for the proposed Mid-corporate Cluster Office & Mid-corporate Branch at 5 <sup>th</sup> floor, Spencer Plaza, Annasalai, Chennai-600 002	97.00 Lakhs

The above Project of Bank of Baroda for “Interior Furnishing, Electrical, AC, Firefighting & allied works for the proposed Mid-corporate Cluster Office & Mid-corporate Branch at 5<sup>th</sup> floor, Spencer Plaza, Anna salai, Chennai- 600 002”

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

- Average Annual financial turnover of the firm during the last -3- years ending **31<sup>st</sup> March, 2023**, should be at least **Rs.29.10 lacs** Supported with audited balance sheets.
- Experience of having successfully completed similar works / jobs during last –7 years (as on 31.01.2024) should be either of the following.

**A)** Three similar completed works each costing not less than **Rs.38.80 Lakhs**

OR

**B)** Two similar completed works each costing not less than **Rs.48.50 Lakhs.**

OR

**C)** One similar completed work costing not less than **Rs.77.60 Lakhs.**

Note : Similar type of work means- Works having Interior Furnishing, Electrical, AC, Firefighting works etc. executed for Office building, Commercial building, Institutional building, Interior Design mentioned hereinabove for Public Sector Undertaking, Govt. Project or Corporate Sector, Banks, reputed firms during last – 7 years (as on 31.01.2024)

- i. Tenders by those bidders who do not submit Performance Certificates from their previous employers /clients with relevant details i.e. Project cost, date of completion of project, shall be liable to be summarily rejected.
- ii. The proposed work shall be executed by bidder and not as Joint Venture, tie-ups etc.
- iii. The Bidder should not have been blacklisted by any organization. In case, if found blacklisted or received any adverse comments by any previous employers/organizations in last -7-years, the bid will be summarily rejected.

Duly filled & signed application /offers/Tender shall be submitted off-line only.

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

NIT-7

Seal & Signature of the bidder



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



11	Avg. Annual Turnover, in last 3 years (Up to 2023) should not be less than <b>Rs.29.10 lacs</b>		
	2020-21		
	2021-22		
	2022-23		
12	Three projects (costing not less than <b>Rs 38.80 lacs</b> )		
a. 1	Complete address of the Project		
a. 2	Address of office from where completion certificate is issued		
a. 3	Contact number		
a. 4	email id		
a.5	Designation of signatory of completion certificate		
a.6	Area of the building		
a.7	Final project cost		
a.8	Date of completion of project		
a.9	Completion certificate issuance date		
a.10	Scope of work		
b.1	Complete address of the Project		
b.2	Address of office from where completion certificate is issued		
b.3	Contact number		
b.4	email id		
b.5	Designation of signatory of completion certificate		
b.6	Area of the building		
b.7	Final project cost		
b.8	Date of completion of project		
b.9	Completion certificate issuance date		
b.10	Scope of work		
c.1	Complete address of the Project		



c.2	Address of office from where completion certificate is issued		
c.3	Contact number		
c.4	email id		
c.5	Designation of signatory of completion certificate		
c.6	Area of the building		
c.7	Final project cost		
c.8	Date of completion of project		
c.9	Completion certificate issuance date		
c.10	Scope of work		
13	Two projects (costing not less than <b>Rs.48.50 lacs</b> )		
a.1	Complete address of the Project		
a.2	Address of office from where completion certificate is issued		
a.3	Contact number		
a.4	email id		
a.5	Designation of signatory of completion certificate		
a.6	Area of the building		
a.7	Final project cost		
a.8	Date of completion of project		
a.9	Completion certificate issuance date		
a.10	Scope of work		
b.1	Complete address of the Project		
b.2	Address of office from where completion certificate is issued		
b.3	Contact number		
b.4	email id		
b.5	Designation of signatory of completion certificate		
b.6	Area of the building		
b.7	Final project cost		



b.8	Date of completion of project		
b.9	Completion certificate issuance date		
b.10	Scope of work		
14	One completed project (costing not less than Rs 77.60 lacs)		
a.1	Complete address of the Project		
a.2	Address of office from where completion certificate is issued		
a.3	Contact number		
a.4	email id		
a.5	Designation of signatory of completion certificate		
a.6	Area of the building		
a.7	Final project cost		
a.8	Date of completion of project		
a.9	Completion certificate issuance date		
a.10	Scope of work		
15	No. of years of experience in the field		
16	Valid solvency certificate from Bank		
	Name of Bank		
	Amount		
	Validity		
17	GST No.		
18	PAN No.		



19	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, status of pending litigation. (Attach separate sheet if required)		
20	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted		
21	References with Address & Telephone Numbers of two persons, Email (Engineers, or top officials of an organization) for whom you have executed similar works, who may be directly contacted by the Bank about the ability, competence or capability of your organization.		
22	Any other information		
23	Section A, B, E : Seal and signed by Bidder attached		
24	Section D: Bidders eligibility criteria attached		
25	Section F : duly seal and signed on letter head		
26	Annexure K (Part of Section I): Pre Contract Integrity Pact) duly seal and signed		



SECTION D

ELIGIBILITY CRITERIA

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

E.	Prequalification Criteria for Bidder who is submitting the bid.		
	Prequalification Criteria	Bidders Response Yes/No.	Documents Required
E.1	Bidder's Average Annual turnover of last three years should not be less than Rs.29.10 lacs i.e.2020-21, 2021-22 &2022-23		
D.2	Bidder should have Experience of having successfully completed similar works / job i.e. Officebuilding, Commercial building, Institutional building, for Public Sector Undertaking, Govt. Project or Corporate Sector, Banks etc. during last-7 years (as on 31.01.2024) should be either of the following.		





D.3	The bidders should have satisfactorily executed the work of similar nature in Semi Govt. /Govt. & Public/Private Sector Organizations during last seven (7) years (up to 31.01.2024)		
	A) Three similar completed works each costing not less than <b>Rs. 38.40 Lakhs.</b> OR B) Two similar completed works each costing not less than <b>Rs. 48.50 Lakhs.</b> OR C) One similar completed work costing not less than <b>Rs.77.60 Lakhs.</b>		



Proforma 1

**DETAILS OF KEY PERSONNEL, GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THAT IN YOUR ESTABLISHMENT**

Sr. No.	Name and Designation	Age	Qualification	Experience	Nature of Works handled	Name of the projects handled costing over Rs.18.00 Lacs.	Date from which Employed in your organization	Indicate details of Experience for similar projects
1	2	3	4	5	6	7	8	9
1	Details of qualified in-house Civil Engineer							
2	Details of qualified In-house Interior Decoration supervisor/Jr. Civil Engineer/Jr. Electrical/Mechanical Engineer, with details of experience in similar works.							
3	If the applicant is Having existing association/collaboration or likely to form a consortium of/ with other Consulting							



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	Engineers/ Contractor for the special work, the details of the intended setup shall be given along with details of Technical Staff similar lines to the above.								
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**Notes:**

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Boucher".
2. Indicate other points, if any, to show your technical and managerial competency to any important point in your favour.



Proforma 2

**Work capability and details of works in hand.**

B) List of important works ON HAND not less than Rs.38.40 lacs for Interior & Furnishing work, AC, Electrical,& allied works etc.

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

Notes :

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



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**SECTION - II**

**FORM OF TENDER**



## FORM OF TENDER

PLACE :

DATE :

To,

Bank of Baroda,

.....

..... 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 : **Interior Furnishing, Electrical, AC, Firefighting & allied works at 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002, Chennai for the proposed Mid-corporate Cluster Office and Mid-corporate Branch.**
- (b) Earnest Money Deposit : **Rs.97,000/- (Rupees Ninety-Seven Thousand Only).**
- (c) Initial Security Deposit : 2% of the Contract Value through online transfer within 5 days of issue of LOA / Work Order.
- (d) Performance Guarantee : 5% of Contract Value in the Form of Bank Guarantee from any Nationalized Bank within 7 days of issue of LOA / Work Order.
- (e) Retention Money / Security Deposit : Retention Money to be deducted in cash @ **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 : **-45-days** from date of commencement

1. 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.

2. **I / We have deposited a sum of Rs.97,000/- (Rupees Ninety Seven Thousand Only) as Earnest Money Deposit (EMD) in the form of Demand Draft / Pay Order drawn in favour of BOB or by way Bank guarantee from a Nationalised /scheduled bank(other than 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.**

3. 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)



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APPENDIX TO FORM OF TENDER

Item	Reference Clause No.	Description
Contract Value / Tender Value	1 (xxii) of GCC	Total value of the Tender as accepted by the Employer
Date of Commencement	5 (iii) of GCC	-2-(Two) days from the date of issue of the Acceptance letter / work order or the date of handing over of site whichever is later.
Time of Completion	32 of GCC	<b>-45- days</b> from the date of commencement.
Liquidated Damages for Delay	37 of GCC	0.5% of Contract Value per week or part thereof
Limit of Liquidated Damages	GCC	5% of Contract Value
Defects Liability Period	36 of GCC	365 days from the date of virtual Completion Certified by the Architect-in-Charge / Architect.
Earnest Money Deposit	7 of IIT	<b>Rs.97,000/- (Rupees Ninety Seven Thousand Only)</b> in the form of Demand Draft/BC/Bank Guarantee from Nationalized/scheduled Bank in favour of BOB (other than Bank of Baroda)
Insurance	41 of GCC	As per <b>41 of GCC</b>





Item	Reference Clause No.	Description
Minimum Value of Work for Interim certificate	31 (iii) of GCC	Rs.25.00 Lakhs for Interim Bills.
Payment of Interim Bill	31 (iii) of GCC	Adhoc payment of 75% of the net payment to be released within-7-working days from the date of receipt of Architect's certificate. Balance 25% to be released after-14-working days from the date of receipt of Architect's Certificate.
Initial Security Deposit	8 of IIT	2% of Contract Value through online transfer within 5 days from the date of issue of LOA / Work Order .
Performance Guarantee	9 of IIT	5% of Contract Value in the form of Bank Guarantee from Nationalized & Schedule Bank within-7days from the date of issue of LOA / Work Order.
Submission of Final Bill	31 (iv) of GCC	Within-15- days from the date of virtual completion as certified by the Architect.
Payment of Final Bill	31 (iv) of GCC	Within-30-days from the date of submission of the bill by the Contractor along with complete information & voucher.
Retention Money / Security Deposit from Interim bills	30 of GCC	To be deducted in cash @ 8% of each Interim Bill subjected to total Security Deposit i.e. total of Retention Money & Initial Security deposit does not exceed 5% of Contract Price or Final Actual Value whichever is greater.
Release of Security Deposit	30 of GCC	50% upon issue of certificate of virtual completion and 50% after issue of no dues certificate subject to <b>Clause no. 35 of GCC.</b>



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## ARTICLES OF AGREEMENT

(On stamp paper of Rs. 200/-)

ARTICLE OF AGREEMENT made on this..... day of \_\_\_\_\_ Two Thousand Four BETWEEN the Bank of Baroda, .....hereinafter called "Employer" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the one part and \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "Contractor" (which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carrying out Interior works for the proposed Mid-corporate Cluster Office & Mid-corporate Branch at 5th floor, Spencer Plaza, Anna salai, Chennai-600 002,

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

### NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions, the contractor shall upon and subject to the said terms & conditions execute and complete the works shown on the said drawings, and described in the specifications and / or bill of quantities.**
2. The Employer shall pay the contractor The Said Contract Value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.
3. The said terms & conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by submit themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
4. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire work as defined in the contract documents to be



paid for according to actual measured quantities at the rates contained in the bill of quantities or as provided in the said Contract documents.

5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to Interior works in the manner laid down in the said terms & conditions.
6. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
7. **Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within -2-days of the date of issue of Acceptance letter or the date of handing over of site whichever is later as provided for in the said terms & conditions to complete the entire work within-45-days subject nevertheless to the provisions for extension of time.**
8. **All payments by the Employer under this contract will be made only at Chennai.**
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Architect.
11. **M/s. \_\_\_\_\_ (Contractor) agrees to comply with the Bank's code of Ethics, available on the Bank's website > Shareholder's Corner > Policies/Codes > Our Code of Ethics, during the validity period of this agreement/Contract.**

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

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

Signature Clause.

SIGNED AND DELIVERED by the  
Bank of Baroda by the hand of  
Shri \_\_\_\_\_  
(Name and Designation)



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in the presence of

(i) \_\_\_\_\_

Address \_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_

Witness

SIGNED AND DELIVERED by----

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

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in the presence of

(i) \_\_\_\_\_

Address \_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_

Witness

The COMMON SEAL OF CONTRACTOR  
was hereunto affixed pursuant to  
the resolutions passed by its  
Directors at the meeting  
-----in the  
presence of

-----

(If the contractor signs under its common Board of  
seal the signature clause should tally with held on  
the sealing clause in the Articles of  
Association)

(1)-----



---

(2)-----

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

(1)-----

(2)-----.

SIGNED AND DELIVERED BY the  
the hand of

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

Shri \_\_\_\_\_  
and duly constituted attorney



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**SECTION - III**

**INFORMATION AND INSTRUCTIONS TO TENDERERS**

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## INFORMATION AND INSTRUCTIONS TO TENDERERS

### 1. **Scope of Work:**

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

### 2. **Site Inspection and Information:**

- 2.1 The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings, inspect the site of the work and acquaint himself with all the information about all the local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

- 2.2 Access to the Site will be given during the Tender period by appointment on application to the **The General Manager & Zonal Head, Chennai Zone, Baroda Pride, New No:41, Luz Church Road, Mylapore, Chennai 600 004.** The tenderer shall ascertain the location, size and condition of the areas available for his use as working areas and all other information affecting this Tender.

- 2.3 The Employer will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits to and examination of the site and in the preparation of his tender for submission.

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

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

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

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

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



- i) When there is difference between the rates in figures and words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
- ii) When the rates quoted by the tenderer in figures and words tally but amount is incorrect, the rate quoted by the tenderer in words shall be taken as correct.
- iii) When it is not possible to ascertain the correct rate by either of the above methods, the rates quoted in words shall be taken as correct.
- iv) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted and failure to comply with either of these conditions will render the tender void at the Employer's option. No advice of any change in rate or conditions after opening of the tender will be entertained.
- v) In case the contractor has not quoted both rate and amount for any of the item, then such tender will be summarily rejected.

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

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





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#### **4.0 Forms & Documents :**

- i) The tenderer must use only the forms issued by the Employer to fill the rates.
- ii) The Tender Form and the documents attached to it shall not be detached one from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
- iii) All documents of the tender are to be read in conjunction with each other and rates quoted by the tenderer shall take this aspect into consideration.

#### **5.0 Signing of Documents :**

- i) Each page of the tender documents should be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Any tender with any of the documents not signed will likely be rejected.
- ii) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a person who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by the Employer.
- iii) Tender shall contain full address, Telephone Nos., Fax No. for serving notices / addendums required to be served to the Tenderer in connection with the Tender.
- iv) Power of Attorney in the name of person(s) who has / have signed the tender document.

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

- a) A detailed programme in the form of Bar chart showing the sequence of operation together with the estimated time for major activities.
- b) Full details of any special methodology or technique the Tenderer proposes to use for the construction or for any other purpose.
- c) List of Proposed Technical man-power including their qualification & experience.
- d) List of proposed specialized contractors / associate if any, along with their credentials in respect to the trades of works together with their address.
- e) Information regarding any changes from the previous submission made by the Tenderer for prequalification in respect of following aspects



- Details of Business & Technical Organisation
  - Financial resources
- f) The Tenderers shall attach to their tender a copy, duly authenticated by a notary, of the documents containing the constitution of the consortium, company or firm by which the Tender is submitted so as to indicate by what persons and in what manner a contract may be entered by the consortium, company or firm and what persons would be directly responsible for the due performance of the Contract and can give valid receipt on behalf of the consortium, company or firm.
- g) List of the equipments, formwork and staging to be erected / installed / deployed at the site for timely completion of the works.

#### 7.0 **Earnest Money**

No Tender will be considered as responsive which is not accompanied by a sum of Rs.97,000/- (Rupees Ninety Seven Thousand Only) as Earnest Money Deposit (EMD) in the form of Demand Draft / Pay Order drawn in favour of BOB or by way Bank guarantee from a Nationalised /scheduled bank(other than Bank of Baroda). In the event of the Tenderer withdrawing his Tender before the expiry of 90 days from the date fixed for receiving the Tenders or such other extended dates as agreed to or if the tender is accepted, the Contractor fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time, the Earnest Money will be forfeited. The Demand Draft/Pay order/Bank guarantee submitted against the Earnest Money Deposit will be returned without any interest to the unsuccessful Tenderers within **90 days** after the date fixed for receiving tenders. **The Tender without EMD will be summarily be rejected.**

#### 8.0 **Initial Security Deposit;**

The successful Tenderer shall deposit a sum equal to 2% of the accepted Contract value by online payment within-5- days of issue of letter of Acceptance / Work Order failing which the employer at his discretion may revoke the letter of Acceptance /Work order and forfeit the Earnest Money Deposit.

#### 9.0 **Performance Guarantee**

The successful tenderer to whom the Contract is awarded shall deposit a sum equal to 5% of the accepted contract value in the form of Bank Guarantee from a **Nationalized or**



**Scheduled Bank (Other than Bank of Baroda).** The Performance Guarantee shall be deposited within-7-days from the date of issue of Letter of Acceptance / Work Order failing which the Employer at his discretion may revoke the Letter of Acceptance / Work Order and forfeit the Earnest Money Deposit. The Bank Guarantee for Performance Guarantee shall be valid till the issue of Virtual Completion Certificate.

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

**11.0 Examinations & Evaluation of Tenders :**

Employer will examine each Tender to satisfy whether - i) has been properly signed, ii) is accompanied by required security and documents and their correctness. A substantially responsive Tender is one, which conforms to all terms, condition and specifications of Tender Documents without material deviation or reservation. The Tender Evaluation will be as under

:-

- i) The Tender which does not fulfill the submission of documents as specified in Sl. No. –6 of Information & Instruction to Tenderers or elsewhere in the Tender document will be treated as unqualified and will be rejected.
- ii) The Tenders whose documents are found in order and satisfactory as stated above will be treated as responsive Tenders and the Price Bid of responsive Tenders will only be opened.

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

**12.0 Award of Contract :**

Subject to **Clause no. 13** herein below Employer will award the contract to the Bidder whose bid has been determined to be substantially responsive and whose offer has been found lowest after arithmetical checking.

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

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



**SECTION - IV**

**GENERAL CONDITION OF CONTRACT**

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## 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 Baroda with its dealing office at **Bank of Baroda, Baroda Pride, New No:41, Luz Church Road, Mylapore, Chennai 600 004** and shall include his/their heirs, legal representatives, assignees and successors.
- (ii) b. **"Architect"** shall mean **M/s.TSO Design Commune Private Limited** having its office at Old No 42 New No 16, Southwest Boag Road, T.Nagar, Chennai 600 017 and their authorized nominees & representatives or such other firms / persons, as shall be nominated by the Employer.
- (iii) **"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.
- (iv) **"Site"** shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.



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- (v) **"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 Architect / EIC during construction work)
  - h) Drawings (Tender drawings / Working drawings issued during construction)
- (vi) **"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.
- (vii) **"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.
- (viii) **"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.
- (ix) **"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.

- (x) **"Drawings"** means the drawings prepared by Architects and issued by the Architect-in-Charge / Architect & referred to in the Specifications and any modification of such drawings and such other drawings as may be issued by the Architect from time to time.
- (xi) **"Bill of Quantities"** means the Schedule and Quantities of items, materials & rates, summaries, etc. as finally accepted.
- (xii) **"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 Architect.
- (xiii) **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (xiv) **"Materials"** means the materials, apparatus, equipments, fittings, fixtures and all such other material which are incorporated in the 'work'.
- (xv) **"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 Architect-in-Charge / Architect.
- (xvi) **"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 Architect-in-Charge / Architect.
- (xvii) **"Urgent Works"** means any urgent works, which in the opinion of the Architect-In- Charge / Architect 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 Architect /Employer may find it necessary.
- (xviii) **"Market Rate"** means the rate as decided by the Architect-in-Charge / Architect on the basis of cost of materials at site inclusive of any tax, duty, octroi etc. at the time of execution of work.
- (xix) **"Approved"** means approved in writing; "Approval" means approval in writing.
- (xx) **"Month"** means calendar month.
- (xxi) **"Week"** means seven consecutive calendar days.



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

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

(xxiv) **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 Architect 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 execution of **Interior Furnishing, Electrical, AC, Firefighting & allied works for the proposed Mid-corporate Cluster Office & Mid-corporate Branch at 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002**, for the proposed SOC, 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 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 /





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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 **seven days thereof**, the successful tenderer shall sign an agreement in accordance with the draft agreement. The Contract shall be executed in quadruplicate and the Employer, 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 -2- days from the date of issue of the Acceptance Letter / Work Order issued to the Contractor or the date of handing over of site whichever 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 2 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 Architect, 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 Architect shall grant an extension of time for the completion of the works on approval from Employer and the contractor shall not claim any compensation or extra rates on that account.



**(v) Way leaves etc.**

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

**6. Custody of Drawings & Specifications**

The Contractor will be given free of cost one copy 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 Architect on payment of necessary charges to be fixed by Architect. The Contractor shall keep one copy of all Drawings at the works site and the Employer / Architect shall at all reasonable time have access to the same. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications. No drawings shall be taken as in itself an order for execution unless, it is marked "Fit for Execution" by Architect.

**7. Disruption of Progress**

The Contractor shall give adequate but not less than 2-days written notice to the Architect 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 Architect. 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. The Architect 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 "Architect'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 Architect's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Architect shall, if involving a variation, be confirmed in writing by the Contractor within three days & if not dissented from in writing within a further three days by the Architect, such shall be deemed to be Architect's instructions within the scope of the Contract.

#### **9. 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 Architect.

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

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 Architect 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 Architect in Consultation with Employer.

#### **10. Safety of Site Operations**

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



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**11. Watching & Lighting**

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

**12. Care of Works**

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

The Contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the Architect'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.

**13. (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 Architect and the Employer informed at all times about the name and designation of such representative.

Any directions, explanations, instructions or notices given by the Architect 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 Architect on the site in connection with the execution, completion and maintenance of the Works all Architecting 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 Architect/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of Architect /Employer, be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of Architect/Employer.



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**(iv) Unauthorized Persons**

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

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

The Contractor shall conform to the provisions of any Act of the legislature relating to the works and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and / or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so regulations, give to the Architect 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 Architect 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 Architect.

**15. Setting Out**

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



16. (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 Architect's instructions and shall be subjected from time to time to such tests as the Architect 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 Architect furnish him with documentation to prove that the materials and goods comply with the requirements of contract and for requirement stated above. The Architect 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 Architect.

(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 Architect samples along with 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 at least before-10-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 Architect. Before submitting the samples / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Architect shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Architect, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

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

The Architect 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 Architect shall be final.



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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 Architect and compared with the approved sample and his specific approval obtained before using the same in the work.

**(iii) Inspection & Testing During Manufacture**

The Architect 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 Architect permission to inspect, examine and test as if the said Plant were being manufactured on the Contractor's 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 Architect the date on and the place at which any plant / works will be ready for testing as provided in the Contract and unless the Architect 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 Architect's presence, and shall forthwith forward to the Architect duly certified copies of the test readings. The Architect 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 Architect 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 Architect 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 Architect, 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.



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**(viii) Delivery of Materials & Equipment**

Unless the Architect shall otherwise direct, no material shall be delivered to site until the Architect 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 Architect.

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 Architect. Rectified components shall be subject to retesting and reinspection.

**(x) Inspection Reports**

The Contractor shall provide the Architect 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 Architect 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 particularised, or
- (c) though so intended or provided for but ordered by the Architect to be carried out by an independent person authorized by Architect 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.

**17. Absence of Specification**

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall request in writing well in advance to commencement of the particular work to the Architect 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.

**18. Obtaining Informations Related to Execution of Work**

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

**19. Contractor's Superintendence**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long, thereafter, as the Architect may consider necessary until the expiry of the "Defects Liability Period" stated hereto. The Contractor should submit valid electrical license along with the application and the same person should be present at all meetings whenever required. The license, preferably should be in the name of firm/tenderer

**20. Access for Inspection**

The Employer, Architect, Architect 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 Architect and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship. No person not authorized by the Employer, Architect or the Architect except the representatives of public authorities shall be allowed on the works at any time.



**21. (i) Examination of Work Before Covering Up**

No work shall be covered up or put out of view without the approval of the Architect and the Contractor shall afford full opportunity for the Architect 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 Architect of any such work or are ready or about to be ready for examination and the Architect 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 Architect may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Architect. 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 / Architect**

The Contractor shall carry out all the works strictly in accordance with Drawings, detailed Specifications and instructions of the Architect. 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 Architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the Specifications or the instructions of the Architect, 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 Architect shall be borne by the Contractor, or may be deducted by the Employer from any monies 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 Architect / Employer or their representative be urgently necessary for security and safety of life 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 re-pair, as the Architect / EIC or their representative may consider necessary. If the work or repairs done by the Employer which is in the opinion of the Architect, 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 Architect or the Architect'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 Architect / EIC requiring compliance within ten days fails to comply with such further drawings and / or Architect'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 Architect as a debt or may be deducted by him from any moneys due to the Contractor.

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

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

No variation shall be made in respect to the percentage quoted for labour and to cover for overheads & profits, work contract taxes, service taxes on account of variation in the prices, as above. Prime cost items will not be considered for Price Variation Adjustment.

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

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

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

No subletting of work is permitted. Any 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 Architect are hereby declared to be sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.



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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 Architect 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 Architect 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**

Architect 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 Architect 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 Architect 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.

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



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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 Architect'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 Architect once in every-15-days shall submit 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 Architect 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 Architect 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 Architect in writing that he intends to make a claim for such work and thereafter send complete and detailed particulars of the claim to the Architect as directed by the Architect but not later than-5- days from the date of notification of his claim.

**28. Variations**

Any alteration, omission or variation ordered in writing by the Architect shall not vitiate this contract. In case the Architect / 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 Architect 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 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 Architect and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect 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 Architect with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- (a) Rates for all extra items, wherever possible, should be derived out of the accepted tender rates. The accepted net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and 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-3-days of the date of receipt of order to carry out the work, inform the Architect of the rate which he intends to charge for such items of work, supported by analysis of the rate or rates claimed and the Architect 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) 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 Architect to the Contractor on account of the works executed when in the opinion of the Architect, 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 Architect / 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 satisfying the minimum value of work, which shall include work done. If in the opinion of the Architect the progress of the work warrants a second payment in a month, the same shall be so arranged by the Employer.



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- c) After submission of bill along with complete information, vouchers, etc. to the satisfaction of the Architect and after making necessary deductions TDS, GST TDS, TCS 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 Architect and vetted by EIC/Architect shall be released within 10 working days by the Employer, after certification by the Architect/Architect who will certify within reasonable period from submission of Bill with necessary vouchers, documents etc.
  - ii) Balance amount shall be certified by the Architect/Architect on submission of bill and payment shall be released by the Employer  
Within-15-working days of certificate receipt from the Architect/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 Employer/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.

**(ii) Payment Break-up**

**a) Interior works :**

Payment shall be made on completion of all works under the relevant items as specified in B.O.Q. However, Architect at his discretion can certify part payment of any item as deemed fit to him considering the balance work to be carried out for the item.

**(iii) Final Bill**

- a) The Contractor shall submit final bill within-15-days from the date of issue of virtual completion certificate with all relevant information and details, documents as-built drawing etc. complete.
- b) The Architect within-15- days of submission of the final bill shall issue a certificate of payment against the final bill to the Employer who shall thereupon, within-15-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.



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- (c) The Architect / Employer shall have power to withhold Certification if the works or any parts thereof are not being carried out to his satisfaction.
  - (d) The Architect / Employer 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 45-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 Architect / 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 5-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 and a revised program for completion.
- ii. If in the opinion of the Architect the works be delayed for reasons beyond the control of the contractor, the Architect 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 "Authorized Time Extension" which will not qualify for levy of liquidated damages.
- iii. If the works be delayed beyond the authorized time extension, the Architect 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 and keep in force 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 Architect in Consultation with Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of virtual completion as certified by the Architect.





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

**(i) Final Completion Certificate**

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / Architect, the Contractor shall ensure that the following works have been completed to the satisfaction of Architect : (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 Architect (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 Architect 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 Architect for a Final Completion Certificate in respect of the entire work.

If the Architect is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the Architect shall within **7-(seven) days** of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

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

**(ii) No Dues Certificate**

The Contract shall remain valid and shall remain incomplete until no dues Certificate shall have been signed by the Architect and delivered to the Employer with a copy to the contractor. Such a certificate shall be given by the Architect 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 366 days after the date of the virtual



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completion of the works as certified by the Architect, arising in the opinion of the Architect from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Architect, 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 Architect'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 Architect 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 Architect, 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 Architect. 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 Architect 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**

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



- iii) Or shall charge or encumber this Contract or any payments due or which might become due to the Contract or any payments due or which might become due to the Contractor there under.
- iv) Or if the / Architect shall certify in writing to the Employer that the Contractor
  - a) has abandoned the Contract, or
  - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the written notice to proceed, or
  - c) has failed to proceed with the works with such due diligence and failed to makesuch 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 forseven days after receiving from the written notice that the said materials or work were condemned and rejected by the under these conditions, or
  - e) has neglected or failed persistently to observe and perform all or any of the acts,matters or things by this Contract to be observed and performed. By the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same or
  - f) has to the detriment of good workmanship or in defiance of the instructionto 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 Architect, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as ifContract 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 thesame by means if his own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other contractor or other person or persons employedfor completing and finishing or using the materials and plant for the works. When theworks shall be completed or as soon thereafter as convenient, the /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 credito the Contractor for the amount realized after deducting there from the costs of removal and sales by the Employer for the values of the said and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount, it any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer, to the Contractor, or, by theContractor to the Employer, as the case may be, and the certificate of 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.



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**(ii) Default of Employer**

- a) If payment of the amount payable by the Employer under the Certificates of the /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-15 (fifteen) days under an order of the /Architect or the Employer or by any injunction or other orders of any court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the /Architect, and he shall be entitled to recover from the employer payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.
- In arriving at the amount of such payment, the net rates or prices quoted for Item ratework 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 Architect's Direction on Determination**

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



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- (a) The reasonable cost of complying with the Architect's directions undersub-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 Architect 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 Architect
  - f) Failure of Contractor to proceed with the work for any reason independent of prevention by Employer
  - g) If in the Architect'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 Architect
  - 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 / Architect 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



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progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

#### **41. Insurance Policies**

##### **On commencement for the work :-**

- a) The contractor shall take out a suitable C.A.R. Insurance policy covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till the defect liability period is over.
- b) The contractor shall take out and submit to Architect and EMPLOYER, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to Rs.10 Lakh in respect of any one accident or series of accidents arising out of one event and Rs.5 Lakh in respect of any passer-by. The policy shall be kept valid, till end of defect liability period.
- c) The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till the end of defect liability period.
- d) Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk.

##### **In Respect of Damage to Person and Property :-**

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

Any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of any award of compensation or damages consequent upon such claim.

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

##### **Against third party risks :-**

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

Rs.5 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.



## CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Sr. No	Nature and Scope of Risk	Value of Insurance	Validity Period of Insurance	Name of the Insurer	Insurance Policy No. and
1.	Loss of damage to works or any part thereof and all materials at site from any cause whatsoever. <b>CAR Policy</b>	100 % of Contract Amount	The policy shall be valid till completion of defect liability period.	The policy shall be in the joint names of the Employer / Bank	
2.	Damage, Loss or Injury to any Property of the Employer or Consultant to any person including the Employer or Consultant for his Agents and Servants.	Rs.10.00 Lakhs per claim upto 3 claims	- DO -	- DO -	
3.	Claims under the Workmen's Compensation Act, 1923	As per Govt. Rules	- DO -	- DO -	
4.	Third party insurance	Rs. 5 Lakhs in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents and repetition of the same after three occurrence including visitors like Local Authority, Vendors etc.	- DO -	- DO -	

### 2. (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 Architect. Should the rate of progress of the Works or any part thereof be at any time be in the opinion of the Architect too slow to ensure the completion of the whole of the Works by the prescribed time or extended time for completion, the Architect shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as considered necessary by the Architect to expedite progress so as to complete the works by the prescribed time or extended time for completion. Such communication from the Architect 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 Architect, 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 Architect. 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 Architect.

All work at night shall be carried out without unreasonable noise and disturbance and with the approval of the Architect 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. **Please note that Spencer Plaza is functioning 24x7 and hence, the Contractor should carry out the works without any hindrance to the functioning of the offices in the complex. The Employer/ Architect will advise the works which needs to be carried out outside the premises and the same needs to be obliged by the Contractor without fail.**

43. **Suspension of Work**

The Contractor shall on the written order of the Architect 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 Architect may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Architect. The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site oncosts & overhead costs of the Contract relating to the works done or incurred by the Contractor in giving effect to the Architect'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 :

- OR (a) otherwise provided for in the Contract
- (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 she gives notice in writing of his intention to claim to the Architect within 28 days of the Architect's order. The Architect 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 Architect be fair and reasonable and the Architect's decision shall be final and binding.





#### 44. Settlement of Disputes and Differences

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question,

claim, right, manner or thing whatsoever in any way arising out of or 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 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 **General Manager, Bank Of Baroda** and endorse a copy of the same to 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 **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 **General Manager, Bank of Baroda** in writing in the manner and within the time as aforesaid.
- iii) **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 **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 **General Manager / Asst. General Manager, Bank Of Baroda**.

#### 45. Arbitration

If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned **Dy. General Manager, Bank Of Baroda, Zonal Office-Chennai, New No.41, Luz Church Road, Mylapore, Chennai – 600 004** 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.

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, Zonal Office- Chennai, New No.41, Luz**



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**Church Road, Mylapore, Chennai – 600 004.** 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 is 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 **Bank Of Baroda, Zonal Office- Chennai, New No.41, Luz Church Road, Mylapore, Chennai – 600 004** as aforesaid should act as Arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

**46. Boreholes & Exploratory Excavation**

If at any time during the execution of the works the Architect shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provisions of **Clause no. 28** hereof unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

**47. Fossils, Etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall be deemed to be

the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Architect's representative of such discovery & carry out at the expense of the Employer & the instructions of Architect's representative's to the disposal, or otherwise, of the same.

**48. Contractor to Search**

The Contractor shall, if required by the Architect in writing, search, test as shall be necessary to determine the cause of any defect, imperfection or fault under the directions of the Architect. 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



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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.

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

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

**50. (i) Extraordinary Traffic**

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

**(ii) Special Loads**

Should it be found necessary for the Contractor to move one or more loads of Constructional Plant Machinery or pre-constructed units or parts of units of work over part of a highway or bridge the moving whereof is likely to damage any highway or

bridge unless special protection or strengthening is carried out then the Contractor shall adopt proper & adequate measures and shall be responsible for all the costs and consequences thereof.

**(iii) Settlement of Extra Ordinary Traffic Claims**

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

**51. (i) Contractor to Keep Site Clear**

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



(ii) **Clearance of Site on Completion**

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

**52. Construction Plant**

(i) **Definition**

For the Purpose of this Clause

- (a) The expression "Constructional Plant" shall be deemed to exclude vehicles engaged in transporting any plant, equipment or materials & staff to or from the site.
- (b) The expression "Hired Plant" shall mean any Constructional Plant, Temporary Works & materials for Temporary Works held by the Contractor under any agreement for hire thereof.
- (c) The expression "Hire Purchase Plant" shall mean any Constructional Plant Temporary Works & materials for Temporary Works held by the Contractor under any agreement for hire purchase thereof.

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

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

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

With a view to securing in the event of a forfeiture under **Clause no. 39** hereof the continued availability for the purpose of executing the Works of any of Hired Plant the Contractor shall not bring on to the Site any Hired Plant unless there is an agreement for the hire thereof which contains a provision that the owner thereof will on request in writing made by the Employer within seven days after the date on which any such forfeiture has become effective and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire such Hired Plant to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of completing the works.

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

In the event of the Employer entering into any agreement for hire of Hired Plant pursuant to the provisions of Sub-Clause (iii) of this Clause all sums properly paid by the Employer under the provisions of any such agreement and all expenses incurred by him (including stamp duties)



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in entering in to such agreement shall be deemed for the purpose of **Clause no. 39** hereof to be part of the cost of completing the Works.

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

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

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

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

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

Upon removal of any such Constructional plant Temporary Works or materials as have been deemed to have become the property of the Employer under sub-clause (ii) of this Clause with consent of the Employer the property therein shall be deemed to revert in the Contractor and upon completion of the Works the property in the remainder of such Constructional Plant, Temporary Works and Materials as aforesaid shall subject to the provisions of **Clause 39** hereof be deemed to revert in the Contractor who shall remove the same together with Hire Purchase Plant.

**(viii) Disposal of Plant**

If the Contractor shall fail to remove any Constructional plant Temporary works or materials as aforesaid or any Hired plant, or Hire Purchase Plant within such reasonable time after completion of the Works as may be allowed by the Architect at its discretion then the Employer may

- (a) sell any such Constructional Plant, Temporary works and materials as aforesaid and



(b) return at the Contractor's expense to the person or company from whom any hired Plant or any Hired Purchases Plant was hired by the Contractor; & after deducting from any proceeds of sale the costs, charges and expenses of and in connection with such sale and of and in connection with return as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale are insufficient to meet all such costs, charges & expenses the excess shall be a debt due from the Contractor to Employer and shall be a deductible or recoverable by from any items that may be due from any monies to the Contractor.

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

The Employer shall not at any time be liable for the damage / loss of or injury to any of the Constructional Plant Temporary works or materials, which have been deemed to become the property of the Employer under sub-clause of this Clause, save as mentioned in **Clause no. 41 & 39**.

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

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

**53. Labour Laws**

53.1 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, 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.

**53.2 Fair Wages:**

The Contractor shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time 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.

53.3 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.

**53.4 Notices:**

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

**53.5 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 / 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 Architect / 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.

**54. Safety Code**

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

**SCAFFOLDS**

- i. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be 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.





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- 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 off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
  - v. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between side rails in rung ladder shall in no case, be less than 290mm. for ladder upto and including 3m. in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
  - vi. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Architect obtained prior to construction.
  - vii. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
  - viii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

#### **EXCAVATION & TRENCHING**

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

#### **DEMOLITION**

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

#### **PERSONAL SAFETY EQUIPMENTS**

- i. All necessary personal safety equipment as considered adequate by the site Architect / Employer 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.



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



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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 Employer/Architect, only if the same is approved by the Spencer Plaza maintenance team

**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.

**ELECTRIC POWER FOR INSTALLATION**

The Contractor shall be given a temporary electrical connection at one location at or below ground level to be decided by the Bank/Spencer Plaza maintenance team. The Contractor shall, at his own cost, provide a sub-meter, cabling and wiring and switchboards complying with all laws, rules and regulations in force and ensuring the safety of everyone working or visiting on site.

The Contractor shall regularly reimburse cost for electricity consumed to the Employer/ Spencer Plaza maintenance, the same tariff rates as charged by the Electric Supply Company.

**Washing and Bathing Places:**

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



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**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 7<sup>th</sup> day or 10<sup>th</sup> 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.

**55. Force Majeure****Conditions of Force Majeure**

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



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**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.



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**SECTION - V**

**SPECIAL CONDITIONS OF CONTRACT**

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## **SPECIAL CONDITIONS OF CONTRACT**

### **1. Scope of Work**

The scope of the work is to carry out **Interior Furnishing, Electrical, HVAC, Firefighting & allied works for the proposed Mid-corporate Cluster Branch & Mid-corporate Branch at 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002**, as detailed in the Drawings, Specifications and Bill of Quantities for Interior works & **allied works** of Bank Of Baroda, at 5<sup>th</sup> floor, Spencer Plaza, Annasalai, Chennai..

### **2. Location of Site**

The site is located at 5th floor, Spencer Plaza, Anna salai, Chennai- 600 002,

### **3. Area for the Contractor's Site Facilities**

**The plot area for his stores, offices, erection of plants, workshops including area for labour camp etc. shall be arranged by the contractor at his own cost. The Employer neither undertakes any responsibility for providing the area for the above nor will entertain any claim / reimbursement etc. towards arrangement of area / land etc. by the contractor.**

### **4. Dimensions and Levels**

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

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

### **5. Notice of Operation**

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





Architect / EIC.

**6. Construction Records**

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

**7. Safety of adjacent Structures & Trees**

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

**8. Temporary Works**

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

**9. Power, Water & Other Facilities**

- (a) The rate quoted by the Contractor shall include expenditure for providing all the water required for the work and the Contractor shall make his own arrangements for the supply of good quality potable water, including obtaining Municipal connection for his labour as well as for construction purpose, and all charges for water shall be borne by him. If Municipal water is not available and should it become necessary for Contractor to bore wells for obtaining water for construction purposes or to bring water from outside by tankers, the Employer shall not be liable to pay any charges in connection therewith.
- (b) The rate quoted in the tender shall also include electric consumption charges for power. If no power is available at the site, the Contractor shall have to make his own arrangements to obtain power connections and maintain at his own expenses an efficient service of electric light and power and shall pay for the electricity consumed.
- (c) For water and electricity, the Contractors for other trades directly appointed by the Employer shall be entitled to take connections from the temporary water and electric supply connection obtained by the Contractor at their cost. Such contractors (directly appointed by Employer) shall install a sub-meter for measuring electric / water consumption at their own cost and maintain the wiring / installation in good condition as per the local rules and reimburse the actual consumption charges directly to the Contractor at mutually agreed rates between them. In case of any disagreement, the reimbursement charges shall be decided by the Architect, whose decision shall be final and without appeal.



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

- (d) The contractor shall make suitable arrangement for a stable and uninterrupted supply of water, power and other facilities for the work and Architect's and Employer's office. The cost of these facilities towards installation and maintenance shall be borne by the contractor and are deemed to be included in the quoted rates / prices.
- (e) The Employer, as well as the Architect, shall give all possible assistance to the Contractor to obtain the requisite permission from the various Authorities, but the responsibility for obtaining the same in time shall be that of the Contractor.
- (f) In case water and electricity are provided by the Employer from their existing source, the charges as decided by the Employer will be deducted from the payment due to contractor.

#### 10. **Temporary Services**

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

##### 11. (i) Office Accommodation for Contractor, / Employer's Representatives and Visiting Officials

- (a) The Contractor shall provide & maintain all necessary site office(s), stores, laboratories, shelters, sanitary facilities, canteens and other temporary buildings for themselves and their staff at site to the approval of the Architect.
- (b) All temporary buildings and facilities under **Clause no. 11, 12, 13 & 14** hereof shall be provided by the contractor during the construction period and be removed on completion of the project or at any earlier date as directed by the Architect, at their own cost.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor. It is also responsibility of the Contractor to obtain statutory approvals for providing above facilities.

##### (ii) **Telephone & Fax**

The Contractor shall install and maintain 1 telephone with required extension (for local calls) and one telephone cum fax at Employer's site office at his own cost and shall pay all the bills for the calls and maintenance. The telephone cum fax shall be installed at the office of the Employer / 's representative. The Contractor shall also allow free and exclusive use of the same to the Employer's & 's representatives and other visiting officials for phone calls / fax transmission in connection with the works. It may be noted that the telephone cum fax shall be used for local calls only.



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## 12. Facilities for Contractor's Employees

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

## 13. Lighting for Works

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

## 14. Fire Fighting Arrangement

- (i) The Contractor shall provide suitable arrangements for fire-fighting at his own cost. For this purpose, he shall provide requisite number of Fire-Extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- (ii) The Contractor may be subject to periodic fire prevention inspections and any deficiency or unsafe condition shall be corrected by the Contractor at his own cost and to approval of the Architect and the relevant authorities.

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

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

## 16 (i) Site Instruction Book

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

Any communication, relating to the works may be conveyed through Site Instruction Books.



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

**(ii) Site Records**

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

**17. Temporary Fencing, Barricades etc.**

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

**18. Site Meetings**

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

**19. Programme of Works**

**(i) Detailed Programme to be furnished**

Within 15 days of receiving letter of Acceptance / Award the Contractor shall prepare and submit a detailed programme of works in the form of a Bar Chart / Mile stone network showing all activities & the order of procedure in which he proposes to carry out



the works including labour histogram, cash flow and deployment of equipments. Within 15 days from the date of submission, the Architect / EIC shall convey to the Contractor his comment / approval on the programme.

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

**(ii) Programme to be Modified**

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

**(iii) Cash Flow**

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

**(iv) Progress Report / Photograph**

Two copies of fortnightly (once in 15 days) progress reports containing the following shall be submitted by the Contractor to the Employer through the Architect on or before the 7<sup>th</sup> day of the next month.

- (a) Monthly detailed progress report showing the progress of individual activities of programme as achieved at site till such period & being suitably marked on the approved network diagram, or as directed by the Architect, shall be provided by the Contractor indicating the actual state of progress during the course of the contract, together with other details of procurement & delivery schedules of materials / equipments, as required by the Architect.
- (b) Three copies of coloured photographs with negatives in (5 x 7.5) inch size showing important progress of work.
- (c) Labour report in the form prescribed by the Architect.
- (d) Equipment & machinery report in the form prescribed by the Architect.



- (e) Supervisory staff report in the form prescribed by the Architect.
- (f) Remedial Measures for covering up delay, if any.
- (g) Bottlenecks and hindrances,

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

**20. Procedure for Measurement, Record and Billing :**

- i. All measurements shall be taken jointly by the Contractor & the Architect. During measurement, Contractor shall provide all assistance with measuring appliances, labour and other necessary for measurement.
- ii. Interim Bills shall be submitted by the Contractors based on the measurement taken for Scrutiny and Certification for payment by Architect / Employer.
- iii. Architect to Scrutinize, Check and record the measurements on the Measurement Sheets / Books (duly approved by Employer and issued to Architect) and to Certify the bills for payment.
- iv. Measurement shall be taken as per methods of measurement spelt out in the Specification / Contract document. In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specification / CPWD / Standard Architecting Practices as decided by Architect shall be followed in order of preference.
- v. While preparing the final bills overall measurement may not be taken again. Only volume of work executed since the last measurement bill along with summary of final measurements will be considered for the final bill. However, detailed checking of previous Interim Bills shall be made and in case there are any missing items or measurements, the same shall be recorded.
- vi. In case, the Contractor does not submit the Final Bill within the stipulated period as specified in **Clause no. 31** of General Condition of Contract, the Architect may take the measurements of his own and certify the Bill which will be binding on the Contractor.
- vii. The schedule of payment of Bill shall be as specified in **Clause no. 31** of General Condition of Contract.

**21. Disposal of Refuse etc.**

- i) The Contractor shall cart away from site and deposit where directed by the Architect all refuse, etc. arising from the Works both as it accumulates, at completion of the Works or at the direction of the Architect.
- ii) It is the responsibility of the Contractor to obtain a certificate from the local authorities concerned



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to the effect that all rubbish arising out of Contractor's activities at the construction site or any other offsite activities borrow pits and / or disposal area(s) has been properly disposed off.

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

**22. Contractor to verify site Measurements**

The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will not in any way delay the works. A copy of all such information passed on shall be given to the Architect.

**23. Hoarding**

The Contractor shall at his cost put up a suitable hoarding of approximate size 4 m x 3 m in English to a design to be approved by the Architect. The board shall include the name of the Project Employer, Architect & the Contractors.

**24. Approved Makes / Agencies**

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

**25. As Built Drawings / Documents / Shop Drawing**

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

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

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

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



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

**(c) Documents:**

Contractor shall submit documents like Maintenance and Operation Manuals, Literatures of various equipments, Guarantee etc. in bounded form in triplicate to Architect on completion of work, which will be construed as a condition for certify Final Bill

**26. Procurement of Materials.**

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

**27. (i) Goods and Services Tax for Works (GST)**

All duties , taxes [ excluding Goods and Services tax(GST) and GST compensation cess(if applicable) only] and other levies payable by the bidder/Contractor under the Contract or any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the bidder. Applicable GST either payable by the bidder or by company under reverse charge mechanism shall be computed by system in BOQ sheer as per predefined logic.

All investments, operating expenses, incidentals, overheads etc., as may be attendant upon execution and completion of the works shall also be included in the rates, prices and total Bid Price submitted by the bidder.

However, such duties, taxes, levies etc., which is notified after the last date of submission of Bid and /or any increase over the rate existing on the last date of submission of the Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e.BOB) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made

There under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules,





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the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by BOB directly to concerned authorities. Input tax credit is to be availed by Paying Authority as per rule.

If BOB fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to BOB in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

**The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.**

The Company reserved the right to deduct / withheld any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the Company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

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

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

**28. Non-Assignability**

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

**29. Priority of Contract Documents**

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



- a) Articles of Agreement
- b) Letter of acceptance of Tender / Award of Work
- c) NIT, Form of Tender, information of instruction to tenderer & 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 Architect / EIC during construction work)
- h) Drawings (Working drawings issued during construction).

**30. Contractor to co-ordinate with other Contractors:**

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

**31. Delegation**

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

**32. Basic Rates for materials**

Basic rates of Material while bidding the Tender, the Tenderers shall quote the rates based on the basic rates given below:

S.No	Item	Base price/Unit
1	Roller blinds	Rs.1200 per sq.m
2	Carpet tile flooring	Rs.200 per sq.m



Basic price means the landed cost of materials at site including transportation, GST etc., and all other duties levied by Govt. or any public bodies.

1. For materials for which a basic price has been stipulated in the tender, the variation in the actual cost of purchase including transportation, GST and all other duties levied by Govt. or any public bodies from the basic price stipulated above will be considered for adjustment (recoverable or payable as the case) due to incorporation of required quantity of such material in the works over different periods of time as per construction schedule. **No claim against wastage component will be considered for the same.** Rates should be however fair and competitive and verified by market enquiry by the Employer calling quotations from the approved material distributors/manufacturers on regular interval and the quantity purchased in every period should be reasonable and advantageous, in case of huge fluctuation in rate for basic rated items, upon receiving instructions from Employer, contractor to initiate bulk procurement for those items to have benefit of rate etc. Contractor is required to submit delivery challan, invoice and payment details in respect of the basic rated material purchased for verification of Employer / Architect.
2. The Contractor shall not in any way be entitled to any sums by way of overhead costs, profits or otherwise whatsoever in respect of such variation. The corresponding adjustment shall be made in the Contractor's bill on production of all necessary documents duly certified by the /Architects. Wastage in cement, steel and other materials shall be on the Contractor's account. It is clarified that no adjustment shall be made in respect of items such as steel grills window/ventilator bars, doors, hoop iron or M.S. rods for partitions wall plates for water tanks, & other manufactured items whatsoever.
3. That in case the Employer is able to arrange for steel for the works either from its own stocks or from the manufacturers or stockiest or suppliers or otherwise the Contractor shall use the same in the work if so directed by the Employer.
4. The employer has the right to instruct the successful tenderer to purchase the required materials for which the "Basic Price" has been stipulated from the dealer or supplier as per list of approved makes / Agencies or any other agencies selected by the Employer and at the rate approved by the Employer on verification of market rate from time to time.

The Contractor shall make his own arrangements for procurement of cement. As the cement of tested quality is freely available in the market in abundant quantity at competitive prices, the contractor shall take prior approval from Employer with regard to brand of cement other than approved make or brand and the price at which the same shall be procured.

**33. Typographic or Clerical Errors:**

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

**34. Rate Analysis of Major Items :**

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



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**35. Notices :**

Notices of the Employer to Architect or the contractor may be served personally or by being left at or sent by registered post to the known place of abode or business of the party to whom the same is given or in the case of the Contractor by being left on the works. In the case of company or corporation, Notices may be served at or sent by registered post to the registered office of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time when, in the ordinary course of post, it would be delivered.

**36. Technical Audit**

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

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

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

**Skill India:**

Further, successful bidder should ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within-15-days from the date of commencement of work under the project, at the cost of the bidder.

**Code of Ethics:**

Successful bidder who will be selected according to the project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website > Shareholder's Corner > Policies/Codes > Our Code of Ethics.



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**SECTION - VI**

**PROFORMA & ANNEXURE**

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**PROFORMA & ANNEXURES**

**PROFORMAS & ANNEXURES**

**ANNEXURE – A NOTICE OF COMMENCEMENT / COMPLETION OF CONTRACT WORK**

**ANNEXURE – B FORTNIGHTLY PROGRESS REPORT**

**ANNEXURE – C RECEIPT & CONSUMPTION OF MATERIALS AT SITE**

**ANNEXURE – D MEASUREMENT BOOK (INTERIOR WORK)**

**ANNEXURE – E RUNNING A/C BILL**

**ANNEXURE – F R. A. BILL CERTIFICATE**

**ANNEXURE – G PROFORMA OF CERTIFICATE OF PAYMENT BY ARCHITECT**

**ANNEXURE – H HINDRANCE REGISTER**

**ANNEXURE – J EXTENSION OF TIME LIMIT**

**ANNEXURE –K PRE CONTRACT INTEGRITY PACT**

**BANK OF BARODA**



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**PROFORMA & ANNEXURES**

**ANNEXURE – A**

**PROFORMA OF NOTICE OF COMMENCEMENT / COMPLETION OF CONTRACTWORK**

1. Name and principle employer & address
2. No. and date of certificate of registration
3. I / we hereby intimate that the contract work \_\_\_\_\_(Name of work) given to

\_\_\_\_\_ (Name and address of the Contractor) having License No.  
\_\_\_\_\_ dated \_\_\_\_\_ has commenced / has been  
completed with effect from \_\_\_\_\_ (date ) / on  
\_\_\_\_\_ (date).

Signature of the Principle

Employer

The Inspector,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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**PROFORMA & ANNEXURES**

**ANNEXURE – B**

**PROFORMA OF FORTNIGHTLY PROGRESS REPORT**

Name of work

Progress report for the month

Report No.

<b>Sr. No.</b>	<b>Description</b>	<b>Details of location where works is done</b>	<b>Approximate quantity executed</b>

**A. GENERAL BUILDING WORK**

1. Excavation work
2. Reinforcement fabrication
3. Shuttering work
4. Reinforce d cement concrete

<b>Sr. No.</b>	<b>Description of work</b>	<b>Date Commencement</b>	<b>of</b>	<b>Due date of Completion</b>	<b>Percentage Progress Achieved</b>





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**PROFORMA & ANNEXURES**

**ANNEXURE - C**

**RECEIPT & CONSUMPTION OF MATERIALS AT SITE**

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

1. Cement (M.T.)
2. Mild Steel (M.T.)
3. Tor Steel (M.T.)
4. Coarse Aggregate (cu.mt.)
5. Fine Aggregate (cu.mt.)



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**PROFORMA & ANNEXURES**

**ANNEXURE -D**

**MEASUREMENT BOOK (INTERIOR WORK)**

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



PROFORMA & ANNEXURES I -

ANNEXURE - E

RUNNING A/C BILL

1. Name of Contractor / Agency
2. Name of work
3. Sr. No. of this bill
4. No. and date of previous bill
5. Reference to Agreement No.
6. Date of written order to commence
7. Date of completion as per agreement

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

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

- Note:** 1) if part rate is allowed for any item, it should be indicated with reasons for allowing such a rate  
2) if advance payment is made, it should be mentioned specifically

Net values since  
Previous bill



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**PROFORMA & ANNEXURES**

**ANNEXURE – F**

**R.A. BILL CERTIFICATE**

The measurements on the basis of which the above entries for the running bill no. : \_\_\_\_\_  
were made have been taken jointly on \_\_\_\_\_ and are recorded at pages \_\_\_\_\_ to  
\_\_\_\_\_ of Measurement Book No. \_\_\_\_\_

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Signature and date of  
Contractor

Signature and date of 's  
Representative (seat)

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

Architect

Bank's Architect



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**PROFORMA & ANNEXURES**

**ANNEXURE – G**

**PROFORMA OF CERTIFICATE OF PAYMENT BY ARCHITECT**

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

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

Advance against contract:

Less: Advance adjusted to date

Balance Advance

Advance against material delivered at site Amount

of work done to date

Total

Less: Retention on work done Less:

Previously certified upto



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Present Certificate (\*)

Rupees \_\_\_\_\_

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

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

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

Remarks, if any

the details of insurance policy are enclosed .

Enclosures: Bill

Signature of Architect.



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**PROFORMA & ANNEXURES**

**ANNEXURE – H**

**PROFORMA OF HINDRANCE REGISTER**

Name of the work :

Date of start of work:

Name of Contractor :

Period of Completion:

Agreement No. :

Date of completion:

<b>Sr. No.</b>	<b>Nature of Hindrance</b>	<b>Date of Occurrence of Hindrance</b>	<b>Date of which Hindrance was removed</b>	<b>Period of Hindrance</b>	<b>Signature of</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

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– Project Management Consultant



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**PROFORMA & ANNEXURES**

**ANNEXURE – J**

**APPLICATION OF PROFORMA FOR EXTENSION OF TIME LIMIT**

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated Tender Amount.
5. Date of Commencement of work as per Agreement.
6. Period allowed for Completion of work as per Agreement.
7. Date of Completion Stipulated in Agreement.
8. Period for which Extension of Time has been given previously:
  - a) 1<sup>st</sup> Extension vide Architects / Bank letter no. dtd, month, days
  - b) 2<sup>nd</sup> Extension vide Architects / Bank letter no. dtd, month, days
  - c) 3<sup>rd</sup> Extension vide Architects / Bank letter no. dtd, month, days
  - d) 4<sup>th</sup> Extension vide Architects / Bank letter no. dtd, month, days
9. Total Extension previously given.
  - a) Reasons for which extensions have been given (copies of the previous application should be attached)
10. Period for which extension is applied for :
11. Hindrances on account of which extension is applied for with dates on Hindrances occurred and the period for which these are likely to last :
  - a) Serial No.





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- b) Nature Of Hindrance:
  - c) Date of Occurrence:
  - d) Period for which is likely to last :
  - e) Period for which Extension required for this particulars Hindrance:
  - f) Overlapping period if any , with to item (e) above
  - g) Net extension applied for :
  - h) Remarks if any

12. Extension of time required for extra work

13. Details of extra work and amount involved :

- a) Total value of extra work :
- b) Proportionate period of extension time on estimated amount put tender

14. Total extension time required for 11 & 12 :

Submitted to the / Architects / Bank

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Signature of contractorDate:



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**Annexure -K**

**PRE CONTRACT INTEGRITY PACT**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 2015, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

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### **Commitments of the BUYER**

- (a) The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- (b) The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- (c) All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- (d) In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- (a) The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - (a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - (b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.



- (1) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- (2) BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- (3) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- (4) The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (5) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- (6) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (7) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- (8) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (9) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (10) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- (11) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3 Previous Transgression**

- The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in



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India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **4 Earnest Money (Security Deposit)**

1. While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - 1.1 Bank Draft or a Pay Order in favour of Bank of Baroda
  - 1.2 A confirmed guarantee by an Indian Nationalised Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - 1.3 Any other mode or through any other instrument (to be specified in the RFP).
2. The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **5 Sanctions for Violations**

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
  - 5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.



- 5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - 5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - 5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - 5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - 5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - 5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - 5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - 5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.



## **6 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **7 Independent Monitors**

- 7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER | BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **9 Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **10 Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in



accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11 Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_





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**LETTER OF SUBMISSION FROM CONTRACTOR**

To,  
The General Manager &  
Zonal Head  
Bank of Baroda,  
Baroda Pride  
New No.41, Luz Church Road,  
Mylapore, Chennai -600 004

**NAME OF WORK: INTERIOR FURNISHING, ELECTRICAL, HVAC, FIREFIGHTING & ALLIED WORKS  
FOR PROPOSED MID CORPORATE BRANCH FOR BANK OF BARODA**

Dear Sir/Madam,

We refer to the Item rate tender invited by you for the proposed Interior Furnishing, Electrical, HVAC, Firefighting & allied works for the above job. Having visited the site and examined the Drawings, Conditions of Contract, Special Conditions, Technical Specifications and Job Schedule, we offer to carry out and complete the whole of the work in conformity with Specifications and Job Schedule, for the Item rate stated in the Price Bid included in this Tender Documents.

We undertake to complete the job within the time stated in the appendix hereto.

We agree to keep the offer open for a period of-90-days from the date fixed for receiving the same.

We understand that you are not bound to accept the lowest or any tender you may receive.

We send herewith your tender duly filled and hereby agree to pay all charges of whatever nature connected with preparation, stamping and execution of the said contract.

Dated this        day of        2021.

Signature

in the capacity Partner/ Proprietor/ Director

Duly authorized to sign tenders for and on behalf of

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(IN BLOCK CAPITALS)

Witness:

Signature \_\_\_\_\_

Address of Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Names of the Partners of the Firm or  
Directors of Contractor's Company \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name(s) of the Bank(s) in which the  
tenderer maintains an Account(s) \_\_\_\_\_

\_\_\_\_\_