

TENDER FOR EXTERNAL PAINTING WORKS AND MINOR CIVIL/REPAIR WORKS AT ZONAL OFFICE BUILDING, VIJAYA TOWERS, MSRS ROAD, MANGALURU - 575003.

NAME AND ADDRESS OF THE TENDERER

.....  
.....

DATE AND TIME OF SUBMISSION OF THE TENDER – 04.00 P.M on or before 10.10.2024

PREBID MEETING - On 26.09.2024 at 03:00 PM onwards at Bank of Baroda, Zonal Office, 4<sup>th</sup> floor, M.S.R.S Road,

Mangalore – 575 003

DATE AND TIME OF OPENING OF THE TENDER (TB) – 4.30 P.M on 10.10.2024

Tender to be submitted to,	Architects
The General Manager Bank of Baroda, Zonal Office, 2 <sup>nd</sup> floor, Vijaya Towers, M.S.R.S Road Mangalore – 575 003.	M/s Aagamaa Designers, Shop No: 9, Kalkura Klassik Building , Next to Bharat Petrol Bunk, Kadiyali, Kunjibettu, Udupi -576 102 Mobile: 93431 61593, 99169 61593 Land Line: 0820 2526792

INDEX SHEET

NAME OF WORK: CIVILWORKS at BANK OF BARODA, ZONAL OFFICE BUILDING, VIJAYA TOWERS, LHH ROAD, MANGALORE - 575003

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**NOTICE OF INVITATION TO TENDERERS**

Bank of Baroda, Zonal Office, Mangaluru invites sealed & super scribed tenders from eligible contractors under two Bid systems (Technical & Price Bid) for Minor Repairs/ External painting of Vijaya Towers, M G Road, Mangaluru.

Tender documents can be downloaded from bank's official website <https://www.bankofbaroda.in/>- tenders section.

A	Name of work	External painting & Minor Civil/repair works of Vijaya Towers, MSRS Road, Mangaluru
B	Estimated cost	Rs.25.00 lakhs
C	Tender fee	Rs.1,000/- Demand Draft drawn in favour of Bank of Baroda payable at Mangaluru
C	Earnest Money Deposit	Rs.25,000/- Demand Draft drawn in favour of Bank of Baroda payable at Mangaluru
D	Security Deposit	2% of contract value inclusive of EMD.
D	Retention amount	Retention Money to be deducted at 8% from the running bill and 5% from the final bill.
E	Period of Completion	45 days from the 10 <sup>th</sup> day of issue of letter of acceptance.
F	Validity of Tender	180 days
G	Date of Issue of Tender	19.09.2024
I	Last date of submission of tender	10.10.2024 up to 04.00 PM
J	Date & Time of opening the technical bid	10.10.2024 at 04:30 PM
H	Defect Liability period	-12- months from the date of issue of completion certificate
I	Period of final measurement	-1- months from the date of final completion of work
J	Liquidity damages	1% per week subject to maximum of 15% of the accepted contract value
K	Value of work for Interim Certificate	Value not less than 50% of the contract value.

1. In the event of the date/s mentioned above being declared subsequently as holiday/s for the Purchaser's Office, the due date for meeting, submission and opening of bids will be the next working day at the same venue and time.
2. In order to provide reasonable time to the Prospective Bidders to take necessary action in preparing their Tenders / Bids as per the Addendums / Amendments, Bank may, at its discretion extend the deadline for the submission of Tenders / Bids and other allied time frames, which are linked with that deadline.
3. Earnest Money Deposit: An amount of Rs.25,000/- by DD drawn in favor of "Bank of Baroda" payable at Mangaluru, towards EMD should be enclosed along with the Technical Bid only. Tenders without EMD shall be liable for rejection. No interest shall be payable on EMD.
4. Firms registered with NSIC (National Small Industries Corporation) & MSME are exempted from submission of tender fee & EMD amount. A copy of Valid NSIC certificate/MSME Certificate is to be submitted for the same.
5. Technical Bids received without enclosure of EMD will be summarily rejected. Please note that Bank will not be responsible for any delay in submission of Tender.
6. Acceptance / Rejection of the Tender is entirely at the discretion of the bank.
7. Tenders received after the deadline for submission will not be considered.
8. Unsealed tenders received are liable for rejection.
9. Any modification/corrigendum shall be uploaded on Bank's website only.
10. Pre bid meeting will be conducted on 26.09.2024 bidders may attend the meeting at P&E Dept, 2<sup>nd</sup> floor, Zonal Office, Vijaya Towers, MSRS Road, Mangaluru – 575003

**Note:**

**The bank is not bound to accept the lowest tender & reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever at any point of time.**

**Scope of work:**

Bank of Baroda, a nationalized public sector bank, invites tenders in two part bid systems from the eligible contracting agencies having office in Mangaluru to carry out the minor repairs/painting works for Bank's building (Ground Floor + 5 floors).The scope of works consists of minor repairs, external repainting etc.

- 1) The item rates under the contract include for full, final & entire completion of all works in all respects described in contract & as shown in drawings forming part of the contract. Contractor must quote item rates for all the items of work. Tenders will be opened in the presence of contracting agencies or their authorized representatives.
- 2) The tenders shall be submitted in two envelopes. **The envelope No. 1** shall be marked as **Technical Bid**, shall contain the tender and EMD in the form of Demand Draft fee of Rs.1,000/- **The envelope No. 2** shall be marked as **Commercial Bid** and shall contain Price Bid of the tender document.
- 3) **Envelope No. 1.** Will be opened first on the due date of opening.
- 4) **Envelope No. 2** of only shortlisted contractors based on pre-qualification criteria of the tender document and submitted EMD along with the Technical Bids.
- 5) **Tenders are to be submitted in one sealed envelope cover enclosing therein the Envelope No. 1 and Envelope No.2 duly superscribed "Tender for proposed External Painting & Minor civil/repair works of Vijaya Towers, MSRS Road, Mangaluru.**
- 6) The tenderer must use only the tender forms issued for the purpose to fill in the rates. Intimation of tender quoted by letter, telegram / telex will not be acceptable.
- 7) Tenderers are advised not to make any alteration/modification in the tender documents, Item of work or in any respect whatsoever. Violation of this requirement will make the Tender Liable for rejection.
- 8) In case of postal delivery, the tenderer has to ensure that tender is reached before the due date and time. The bank will not be responsible for damage in the transit and delay of receipt of tender, if any or sent by a special messenger. Tender received late shall be rejected.
- 9) Every 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 and Special Conditions of Contract, Specifications etc., as laid down. Any tender with any of the documents not so signed will be subjected to rejection.
- 10) No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission of the tender.
- 11) The Bank shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 12) This notice inviting tenders, the conditions of tender and the duly completed form of tender etc., will form part of the Agreement to be executed by the successful tenderer with the bank.

**Yours truly,**

**General Manager & Zonal Head  
Bank of Baroda, Zonal Office, Mangalore**

**Date: 19.09.2024**

**PRE-QUALIFICATION CRITERIA**

1. The average annual financial turnover of the bidder should be at least Rs.7.50 lakhs during the last 3 years, ending 31<sup>st</sup> March 2023. (Audited CA certificate to be enclosed).
2. The bidder should have successfully completed similar works during the last 7 years. Date shall be reckoned from the date of advertisement of the notice in Bank's website) in Govt./Public Sector Undertakings including Banks/reputed private sector/multinational companies/institutions.
  1. One work costing a minimum of Rs.20.00 lakhs  
OR
  2. Two works of each minimum Rs.12.50 lakhs and above  
OR
  3. Three works of each minimum Rs.10.00 lakh and above

**NOTE: Similar works means repairs of building, external plastering, repainting of multi storied building (G+5 storied or more) or executed new construction project of residential/commercial buildings having G+5 storied or more.**

**Document proof to be submitted:**

1. Copies of Work orders
- (2) Completion Certificates (self-attested) issued from the respective Organizations to be submitted related to the similar works executed during the relative period stated above
- (3) Consolidated CA Certificate duly signed by auditor.
- (4) Balance sheet schedule for last 3 consecutive financial year.

**Conditions:**

1. Bank has the discretion to increase/decrease the duration of days.
2. Any party or its associated company if had been in the holiday list / Black-listed by any Central / State Government agencies or any Central / State PSU company and such name appears in the list of the above mentioned central / state Government agencies or central / state PSU as on date is disqualified and would not be considered. A self-declared certificate to be submitted as per the pro-forma enclosed to the Technical bid that the vendor is not black listed by above-mentioned Agencies.

**INSTRUCTION TO TENDERERS**

1. The bidders should in their own interest visit the site & familiarize themselves with the site conditions before quoting.
2. No materials shall be provided by the Bank for the execution of the work.
3. Submission & processing of tenders.
  - i) The tender is in two parts, part I containing the Technical bid & part II containing the indicative price bid.
  - ii) Complete tender documents including both part I & part II duly signed by the bidders should be submitted in separate sealed covers super scribed as "Technical bid" & "Price bid" by the due date. Rates shall be indicated /filled only in price bid part contained in the price bid envelope. Prices should not be filled up in the indicative price bid part contained in the technical bid, however the bidder should write "**Quoted**" in the price bid part of technical bid. The abstract of cost shall also be filled up & placed in the 2<sup>nd</sup> envelope containing the indicative price bid. Bidders shall fill up their indicative rates only in the indicative price bid and not in any other manner.
  - iii) Bidders are advised not to deviate from the stipulated technical specifications, commercial terms & conditions like terms of payment, warranty, arbitration, escalation clause etc. In case it is unavoidable, Bidders are advised to list out the deviations in a separate sheet and enclose the same in envelope no.1 containing the Technical bid.
  - iv) Part I i.e. Technical bid only will be opened on the due date & time in the presence of bidders /their authorized representatives.
  - v) Scrutiny /evaluation of the technical bids will be done by the Bank in consultation with the consultant or any other agency as deemed necessary. In case it is found that the technical bid is not in line with the stipulated specifications, requirements and/or contains many deviations, the Bank reserves the right to reject the technical bid of such firm without making any reference to the bidder. The indicative Price bid of only those who qualified in the technical bid will be opened and **price bids of those who do not qualify technical bid will not be opened**
  - vi) Necessary clarifications required by the Bank shall have to be furnished by the bidder within the stipulated time, failing which his bid may be rejected without making any further reference.
  - vii) Part II i.e. the indicative price bid of qualified bidders will be opened in the presence of tender committee. The L1 bidder shall be selected based on reverse auction process conducted by an Auction company authorized by the Bank.
  - viii) Bank however reserves the right to accept/reject any tender or call for fresh tenders as the case may be without assigning any reason whatsoever.
  - ix) The Bank reserves the right to reject any or all proposals. Similarly, it reserves the right NOT to include any Bidder in the final short-list, if found or otherwise proved to have furnished wrong details / documents, at any point of time.
4. **Earnest Money Deposit**: Bidders have to deposit the specified amount of EMD as detailed in the notice-inviting tender at the time of submission of tender. The EMD of unsuccessful bidders will be refunded without any interest soon after the decision to award the work to successful bidder.
5. Earnest Money of the successful bidders will be retained as part of security deposit and will be returned 14 days after the end of defect liability period. EMD will be forfeited, if the bidder fails to start the work within the period of 14 days from the date of award of work and fail to execute an agreement.
6. **Initial Security Deposit**: Successful bidder whose tender is accepted is required to pay initial security deposit equal to 2% of the accepted value of the tender (inclusive of EMD) within 14 days of date of award of work by way of DD in favour of Bank of Baroda payable at Mangaluru. The security deposit will be refunded 14 days after the end of defects liability period.
7. Total Security deposit shall comprise of 5% of the contract value which includes:
  - i. Earnest Money Deposit
  - ii. Initial Security Deposit
  - iii. Retention money
8. Validity: The L1 price shall remain valid for period of 180 days from the date of finalizing L1. The bidders shall not be entitled during the period of validity without the consent in writing of the Bank to revoke or cancel tender or to vary the tender given or any terms thereof.
9. The successful bidder shall be required to execute an agreement (in requisite stamp paper within 14 days from the date of award of work. In the event of failure to execute the agreement within the stipulated period, EMD amount will be forfeited.
10. Bank reserves the right to modify any of the pre-qualification criteria.

11. The evaluation of the tenders will be based on pre-qualification criteria and technical specifications detailed in the tender document, tenders of firm, which meet the pre-qualification criteria and technical specifications, will only, be considered.
  12. The successful bidder shall bear the expenditure towards stamps and related expenditure involved in registering of the contract.
  13. The Bidder is expected to examine all Specifications, Instructions, and Terms & Conditions given in the Tender Documents. Failure to furnish all information required in the tender Documents or submission of a Bid not substantially responsive to the tender Documents in every respect will be at the Bidders risk and may result in rejection of the Bid.
  14. All the pages of the tender document shall be signed & stamped by authorized representatives of the Bidder .
  15. The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer. **No corrections and alterations in the entries of tender papers shall be permitted. If any they shall be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.**
  16. The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender and shall be signed in /his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.
- When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.
17. The Bank reserves right to modify or relax the pre-qualification criteria as per the requirements.
  18. **Ethics clause: Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.**

Place:  
Date:

Signature of bidder with seal

**TENDER TERMS AND CONDITIONS**

a	General Description:	Tender for Minor Repairs/Painting project of Vijaya Towers, MSRS Road, Mangaluru
B	Earnest Money Deposit	Rs.25,000.00 DD drawn in favour of Bank Of Baroda
C	Date of commencement:	7 days from the date of award of work
D	Period of completion:	45 days from the 10 <sup>th</sup> day of issue of letter of acceptance.
e	Retention Money to be deducted from Bills	8% of gross value of each running bill shall be deducted and 5% from the final bill.
f	Defects Liability Period	12 (Twelve) months from the date of completion.
g	Liquidated Damages	1% of the final value of the work per week subject to a ceiling of 15%
H	Interim bill	Value not less than 50% of the contract value.
I	Period of honouring the interim certificates:	Interim bill amount shall be honoured within 15 days after receipt of the Architects certificate and checking by the concerned authority subject to the deduction of 8% of the bill.
J	Period of honouring the final bill:	15 days from the receipt of the Architects Certificate/recommendation for payment
K	Statutory deductions	TDS and others IF ANY, will be deducted at the time of payment as per the prevailing terms
l	Mobilization Advance	Will Not be Considered
m	Validity of Tender	180 days from the date of finalizing

All works are to be executed as per latest CPWD specifications as amended from time to time.

Place:

Signature of bidder with seal

Date:



**BRIEF TO TENDERERS**

**BANK OF BARODA, ZONAL OFFICE, 2<sup>ND</sup> FLOOR, VIJAYA TOWERS, MSRS ROAD, MANGALORE - 575003**

**NOTICE INVITING TENDER**

**SUBJECT: SELECTION OF CONTRACTORS FOR CARRYING OUT EXTERNAL PAINTING WORKS AND MINOR CIVIL/REPAIR WORKS AT ZONAL OFFICE BUILDING, VIJAYA TOWERS, MSRS ROAD, MANGALORE - 575003.**

1. BANK OF BARODA is a corporate body constituted under the banking companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Mandvi, Baroda and the Corporate Office at C-26, G Block Bandra Kurla Complex, Bandra (E) Mumbai-400 051.
2. BANK OF BARODA Zonal Office, Mangalore Zone invites sealed bids under **single stage two bid systems (Technical Bid & Price Bid)** from competitive agencies with sound technical and financial capabilities fulfilling the qualifying requirements as stated below for Civil and Interior Works for its **ZONAL OFFICE 4<sup>TH</sup> FLOOR, VIJAYA TOWERS, M.S.R.S ROAD, MANGALORE – 575003**
3. Brief scope of work involves carrying out the **Civil works viz: Complete Repainting, UPVC works, Interlock, Waterproofing etc. and other allied & miscellaneous works.**
4. The salient features of the tender document are as follows:

Place in which work to be carried out	EMD in favour of	Earnest Money Deposit (EMD)	Process Period for Down-loading	Due Date & Time for Receipt of Bids
Premises at  BANK OF BARODA  ZONAL OFFICE BUILDING, VIJAYA TOWERS, MSRS ROAD, MANGALORE – 575003	Bank of Baroda,  payable at  Mangalore	Rs. 25,000/-	19.09.2024 to 10.10.2024	4.00 P.M  on  10.10.2024

5. A set of tender documents (Non-Transferable) can be downloaded from the Bank of Baroda's web page [www.bankofbaroda.com](http://www.bankofbaroda.com) and bound along with the technical bid and price bid in separate sealed envelopes and shall be sealed and enclosed in a separate cover addressed to  
**THE GENERAL MANAGER, BANK OF BARODA, ZONAL OFFICE, 2<sup>ND</sup> FLOOR, VIJAYA TOWERS, M.S.R.S ROAD, MANGALORE – 575003**
6. Sealed bids shall be addressed to **BANK OF BARODA, Zonal OFFICE, 2<sup>ND</sup> FLOOR, VIJAYA TOWERS, M.S.R.S ROAD, MANGALORE – 575003**. Bids being delivered by hand shall be put in the separate tender box provided at the reception section. Technical Bid part shall be opened on **4.30 PM** on 10.10. 2024. The last date for submission of bids in the presence of authorized representatives of the attending bidders.

7. Qualification criteria agencies intending to participate shall fulfil the following requirements:

EXPERIENCE CRITERIA	FINANCIAL CRETERIA
<p>Bidder should have satisfactorily completed similar jobs of single work of value not less than Rs.20.00 Lakhs</p> <p>or similar jobs of two work of each not less than Rs.12.50 lakhs</p> <p>or similar jobs of three work of value each not less than Rs.10.00 Lakhs</p> <p>Executed with in the last 7 years. Date shall be reckoned from the date of advertisement of the notice in Bank's website.</p>	<p>Annual turnover of Rs 7.50 Lakhs in last three financial years ending with 2022-2023, (Financial Year) (Up to March 2023) average.</p>

8. Bidder shall furnish documentary evidence i.e., copies of previous work orders, completion certificates, audited balance sheets and profit & loss account statement in the first instance itself in support of their fulfilling the qualifying requirements. Bank reserves the right to complete the evaluation based on the details furnished in original bid without seeking any additional information.
9. **The above Items 7 & 8 are mandatory for Bidders participating for the first time. The first time Bidder should satisfy the above conditions without which their quote will not be accepted. The Bidders who are already in the Bank's panel also should satisfy the above conditions without which their quote will not be accepted.**
10. Bank shall not be responsible for any expenses incurred by bidders in connection with the preparation and delivery of their bids, including expenses incurred during bidding.
11. Bids from consortium shall not be accepted. Telex / Telegraphic / Fax / Email bids shall not be accepted. Late/ Delay / post tenders shall be rejected and representative of such bidder shall not be allowed to attend the bid opening.
12. Bank reserves the right to reject any or all bids without assigning any reason at any point of time.
13. For clarifications contact
  - a. **Bank of Baroda Zonal Office**

0824- 2413963/964, P&E Department:  
pe.zomglr@bankofbaroda.co.in

b. **M/s. Aagamaa Designers (Architect)**

Mobile: 93431 61953 (Mr. Devi prasad)

**FINANCIAL DETAILS**

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	<u>ANNUAL TURNOVER (Rs.)</u>
2020-2021	
2021-2022	
2022-2023	

NOTE:

1. Copies of audited balance sheets with profit & loss account statement for last 3 years are to be enclosed along with the bid.
2. All relevant pages of audited balance sheet / profit and loss account are to be flag marked and relevant figures highlighted for easy identification.

SIGNATURE OF BIDDER : \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

COMPANY SEAL : \_\_\_\_\_

FORM OF TENDER

To,  
The General Manager,  
Bank of Baroda,  
Zonal Office,  
2<sup>nd</sup> floor, Vijaya Towers,  
MSRS Road, Mangalore - 575003

Dear Sirs,

**Ref: External painting and minor civil/repair works at Zonal Office Building, Vijaya Towers, MSRS Road, Mangalore - 575003**

Having examined the plans, specifications and schedule of quantities prepared by your **Architect, M/s Aagamaa designers (Architect)** and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.25,000/- (Rupees twenty-five thousand only)** by Demand Draft or Banker's Cheque drawn in favour of **Bank of Baroda, Payable at Mangalore** as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **Rs.25,000/- (Rupees twenty-five thousand only)** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.

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

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

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

**I/we enclose demand draft/banker's Cheque for Rs.25,000/- (Rupees twenty-five thousand only) towards Earnest Money deposit in envelope No. 1, in favour of Bank of Baroda, payable at Mangalore.**

I/we agree to keep our tender open for 180 days from the date of opening of envelope No. 1 i.e. (Technical bid).

I/we enclose herewith the completed tender documents duly signed in duplicate in envelope No. 2. (Commercial Bid).

I am also fully aware that the entire works may undergo for Intensive Examination by Bank's inspectors or governments inspecting officials and if any discrepancy is found, the same will be rectified by me at my cost and also Bank shall have liberty to recover and adjust the amount deductible for discrepancies from me or from amount payable to me like Security Deposit etc. As applicable.

Yours truly,

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

Place:

Date:

Signature of Bidder/ Tenderer

**FORM OF AGREEMENT**

**ARTICLES OF AGREEMENT** made this -----day of ----- Two Thousand

Twenty One between the Bank of Baroda, a corporate body constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its **Zonal Office at Bank of Baroda, Zonal Office, 2<sup>nd</sup> floor, Vijaya Towers, M.S.R.S Road, Mangalore - 575003**. Represented by **The General Manager** (hereinafter referred to as the "OWNER/EMPLOYER") which expression shall include its

successor/s and assignee/s of the ONE PART. **AND**

M/S.....having its registered office at ..... (Here in after referred to as the 'CONTRACTOR') which expression shall include its successor/s and assignee/s of the OTHER PART.

WHEREAS the Owner is desirous of executing the **Proposed external painting and minor civil/repair works for Bank of Baroda at Zonal Office Building, Vijaya Towers, Mangaluru**. (hereinafter referred to as the 'works') in the alternate premises.

AND WHEREAS the Owner/Employer in order to effectively carry out the said works engaged **M/s. Aagamaa Designers , Architects & Engineers, Kunjibettu, Udupi**(hereinafter referred to as The ARCHITECTS/CONSULTANTS) to prepare specifications, describing the works to be executed, to call for tenders from contractors for the job, to open tenders received at the office of the OWNER/EMPLOYER, to scrutinize and recommend to the Owner/Employer the name or names of the Contractor or Contractors so recommended after having the approval and acceptance thereof from the Owner/Employer.

AND WHEREAS the Owner/Employer has caused the specifications, priced schedule of quantities of said works as per General Conditions of Contract, Special Conditions, Additional Condition and Instructions to the Tenderer prepared with the assistance of the said Architects/Consultants subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for renovation of the said works has been approved and accepted for a sum of Rs. \_\_\_\_\_ By the Owner.

AND WHEREAS the contractor has deposited with the owner Rs..... as security deposit for the due performance of the Agreement.

AND WHEREAS the said Architects/Consultants has issued work order thereafter to the Contractor.

AND WHEREAS the relevant drawings inclusive of the Specifications, Priced Schedule Of Quantities, General Conditions Of Contract, Special Conditions, Additional Conditions and Instructions to the Tenderers including all other conditions as mentioned in the tender document and all correspondence

exchanged by or between the parties from the date of submission of the tender till the award of the work, both letters inclusive (hereinafter collectively referred to as 'the said conditions') have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said contract payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works and such further instructions as may be furnished to the contractor by the owner/ employer through the architects /consultants as described in the said specifications and the said priced Schedule of Quantities.
2. The payment to the contractor will be made at the time and in the manner specified in the conditions of contract.
3. The term the 'Architects/Consultants' in the said conditions shall mean the said M/s.Aagamaa Designers, Mangalore in the event of the said Architect /Consultants ceasing to be the Architect /Consultants for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Owner/Employer, provided always that no person subsequently appointed to be the Architect /Consultants under this contract shall be entitled to disregard or over rule any decision or direction or approval given or expressed in writing by the Outgoing Architect /Consultants for the time being if the same had been done under instruction from the owner/ Employer.

4. The agreement and documents are mentioned above shall form the part of this contract and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
5. This contract is neither a fixed lump sum contract nor a piecework contract to carry out the work in respect to Proposed Civil, Interior work for Bank of Baroda at Zonal Office 4<sup>th</sup>floor,Vijaya Towers, MSRS Road, Mangalore – 575003 and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner / Employer through the Architect / Consultants or other Architect / Consultants as the case may be even though the said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities described and to be paid for according to the actual measured qualities at the rates contained in the Schedule of rates and probable quantities or as provided in the said conditions.
6. Not with standing what are stated in the general conditions and instructions to the tenderer and hereinbefore stated, the Owner / Employer through the Architect / Consultants reserves to himself the right to alter the nature of the work and of adding to or omitting any items of works from the contract or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be 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 on the day of handing over of the site or within the fourteen days from the date of issue of formal work order whichever is later as provided for in the said conditions and to complete the entire work within the stipulated time subject nevertheless to the provisions of extension of time.
8. Any dispute arising under the agreement between the parties hereto shall be referred for adjudication to a sole arbitrator in the manner and in terms of the provisions as laid down in the General Conditions of Contract. The award of the arbitrator shall be final and binding on both the parties.
9. All disputes arising out of or in any way connected with this agreement shall be deemed at - Mangalore and Courts in Mangalore 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.  
In witness whereof the Employer and the Contractor have set their respective hands to these presents through their authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

SIGNED by the said  
Owner / Employer \_\_\_\_\_

In the presence of:

(1). Signature \_\_\_\_\_  
Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2). Signature \_\_\_\_\_  
Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED by the said  
Contractor \_\_\_\_\_

In the presence of:

(1). Signature \_\_\_\_\_  
Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2). Signature \_\_\_\_\_  
Name and Address \_\_\_\_\_  
\_\_\_\_\_

**Pre-qualification of Contractors (PQ)**

The pre-qualification criterion is a yardstick to allow or disallow the firms to participate in the bids. Contractor shall have experience of having successfully completed similar works during last 7 years should be either of the

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.  
Or
- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.  
Or
- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Date shall be reckoned from the date of advertisement of the notice in newspapers or Bank's website.

Financial status:

Annual average turnover of last three financial years should be minimum 30% of estimated cost of the proposed project.

Confidential report of the various works conforming the satisfactory performance/credential verification of contractors which is carried out by the contractors with other institution is required. Performance of the contractors can be reviewed through this confidential report which is obtained in closed envelope from principal employer of contractors. In case of emergency, committee may visit the successfully completed site to review the performance of the contractor or may enquire with the respective agencies on phone directly and note down the same.

Performance of the contractor based on two major parameters:

- a. Accepted tender value and actual cost of work
- b. Time for execution work and actual time taken.

**Delinquencies of Contractors:**

Procedures for Dealing with Delinquencies / Defaults / Misconduct / Misdemeanors of Tenderers / Contractors

The undernoted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disciplinary action.

- i. Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii. Non-submission of the fresh / latest income tax clearance certificate.
- iii. Irregular tendering practice.
- iv. Submission of tender containing far too many arithmetical errors and freak rates.
- v. Revoking a tender without any valid reasons.
- vi. Tardiness in commencing work.
- vii. Poor organization at site, and lack of his personal supervision.
- viii. Ignoring Bank's notices for replacement / rectification of rejected materials, workmanship etc.
- ix. Violating any of the important conditions of contract i.e., site facilities, insurance, labour laws, ban on subletting etc.
- x. Lack of promptitude and co-operation in measurement of work and settlement of final account,
- xi. Non-submission of vouchers and proofs in purchase etc.
- xii. Tendency towards putting up false and untenable claims.
- xiii. Tendency towards suspension of work for frivolous reasons.
- xiv. Bad treatment of labour.
- xv. Bad treatment of sub-contractors (piece workers)
- xvi. Lack of co-operation with nominated contractors or Bank's labour
- xvii. Contractor becoming bankrupt or insolvent.
- xviii. Contractor's conviction by a Court of Law.
- xix. Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

## 1. GENERAL CONDITIONS OF CONTRACT

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

1.2. "Bank" shall mean "Bank of Baroda" with its Zonal Office, 2nd Floor, Vijaya Towers, M.S.R.S Road, Mangalore – 575003 and shall include his/their heirs, legal representatives, assignees and successors.

1.3. The "Architect / Consultant" shall mean M/s. Aagamaa Designers, having their office at Kunjibettu, Udupi. appointed by Bank for the said works. Tel: 93431 61593.

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

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

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

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

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

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

1.10. "Notice in Writing" or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank or Architect / Consultant (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the contractors or by e-mail and shall be deemed to have been received by them when in the ordinary course of post or by e-mail it would have been delivered.

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

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

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

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

1.15. "Net Prices" - If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost Items and Provisional sum of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or



accounts shall be held to mean rates or prices so arrived at. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

## 2. SCOPE OF CONTRACT:

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

**2.2.** The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the **Architect / Consultant/Bank**. The **Architect / Consultant** may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "**instructions**". These instructions shall be reflected either in the minutes or in any other form when Bank's approval/ consent is obtained in regard to:

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

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

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

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

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

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

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

2.2.8. The amending and making good of any defects.

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

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

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

2.2.12. If Compliance with the **Architect / Consultant's** instructions involves any variation, the Bank shall pay the Contractor on the Architect's certificate the price of the said work (As an extra to be valued by the Architect as hereinafter provided). However, the same shall have initial approval from Competent Authority of Bank.

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

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

2.2.15. 'Instruction' to the Contractor shall be generally issued through **Architect / Consultant**. However Architect / Consultant or Bank for the sake of urgency as a result of inspection may issue instructions directly.

## 3. GENERAL OBLIGATIONS

### 3.1. CONTRACT:

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

### 3.2. TOTAL SECURITY DEPOSIT:

Total Security Deposit shall comprise:

- ☐ Earnest Money Deposit
- ☐ Initial Security Deposit
- ☐ Retention Money

#### 3.2.1. EARNEST MONEY DEPOSIT:

- a) The Tenderer shall deposit an amount **Rs.25,000/- (Rupees twenty-five thousand only)** in the form of Demand Draft or Banker's cheque drawn in favour of **Bank of Baroda, Payable at Mangalore**, at the time of submission of tender as Earnest Money.
- b) No tender shall be considered unless the Earnest Money is so deposited. No Interest shall be paid on this Earnest Money Deposit. No exemption will be allowed.
- c) The Earnest Money of an unsuccessful Tenderer will be refunded, without any interest, soon after the decision to award the work is taken.
- d) The Earnest Money Deposit shall stand absolutely forfeited if the Tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Bank, or if, after the tender is accepted, the Contractor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time limit.

#### 3.2.2. SECURITY DEPOSIT:

- a) The successful Tenderer to whom the Contract is awarded shall deposit as initial security deposit in cash /by Bank Draft/Bank Guarantee a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money deposited by him.
- b) The successful Tenderer shall pay security deposit within 7(Seven) days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.
- c) The security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.
- d) On virtual completion of the job and on the Contractor's submitting to the **Architect / Consultant** the "As built" drawings, the **Architect / Consultant** shall declare the job to be virtually complete and issue a certificate to this effect. Upon acceptance by Bank of such certificate, Security Deposit will be refunded after adjusting any dues recoverable from the contractors.

#### 3.2.3. RETENTION MONEY:

- a) In addition to the Initial Security Deposit, retention money shall be deducted from running account bills at **8 %** of gross value of certified work.
- b) If the Contractors do not carry out the rectification work during the **Defects Liability Period of 12 months**, the Banks shall have the right to get such defective work rectified after giving due notice in writing to the Contractors and recover the cost of repairs from the monies so retained.
- c) The **05 % retention amount** will be released upon completion of **01 (One ) calendar years** from the date of acceptance of Virtual Completion within 15 days after adjusting all dues if any from the contractor upon issuance of certificate and recommendation by Architect of having rectified all defects and now there are no defects in works.

### 3.3. ACCESS TO WORKS:

The **Architect / Consultant / Bank** and any person authorised by them shall at all reasonable times have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every

facility to the **Architect / Consultant / Bank** and their representatives for inspection and examination and test of the materials and workmanship. No person unless authorised by the **Architect / Consultant** or the **Bank**, except the Representatives of Statutory Public Authorities authorised by the Bank, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the Contractor shall obtain the written permission of the **Architect / Consultant / Bank** for doing so.

#### 3.4. TENDERER TO VISIT SITE:

*Each Tenderer must before submitting his tender visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the quotations.*

#### 3.5. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

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

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

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

#### 3.6. INSPECTION OF DRAWINGS:

Before filling in the Tender, the Tenderer will have to check up all Drawings and Schedule of Quantities and will have to get an immediate clarification from the **Architect / Consultant** on any point that he feels is vague or uncertain. No claim for damages or compensation will be entertained on this account.

#### 3.7. INTERPRETATION OF CONTRACT DOCUMENTS

3.7.1. The various sections of tender / contract documents are intended to be complementary to one another.

3.7.2. In case of a discrepancy in the description of a subject between different sections, the following guidelines shall generally apply.

3.7.3. Special Conditions of Contract shall override General Conditions of Contract.

3.7.4. Special specifications shall override General specifications.

3.7.5. For the sole purpose of determination of rates and prices, the Schedule of Quantities including its Preamble shall override Specifications and drawings.

3.7.6. Detailed drawings shall override General layout drawings.

3.7.7. Hard copies of the drawings shall override Softcopies.

3.7.8. Irrespective of these general guidelines the Contractor shall bring any discrepancy he notices immediately to the attention of the **Architect / Consultant** and shall follow **Architect / Consultant's** instructions accordingly.

#### 4. QUALITY CONTROL

##### 4.1. QUALITY ASSURANCE:

The contractor shall prepare a detailed quality assurance programme to control activities connected with the work to ensure a quality job at various stages

- Planning
- Execution
- Completion
- Post Completion Maintenance

##### 4.2. DRAWINGS AND SPECIFICATIONS:

4.2.1. The Work shall be carried out to the entire satisfaction of the Bank / **Architect / Consultant** and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the **Architect / Consultant** and in accordance with such written instructions, directions and explanations as may from time to time be given by the **Bank / Architect / Consultant** whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

4.2.2. No drawing shall be taken as in itself an order for execution unless, in addition to the **Architect /Consultants** signature, it bears express words stating remark “FOR CONSTRUCTION”.

4.2.3. Three complete sets of the signed Drawings and Specifications and Schedule of Quantities shall be furnished by the **Architect / Consultant** to the Contractor. Such copies shall be kept on the works, and the **Architect / Consultant** or his Representatives shall at all reasonable time have access to the same.

4.2.4. All drawings and specifications shall be returned to the **Architect / Consultant** by the Contractor before the issue of the final certificates. The original copy of contract shall remain in the custody of the **Bank** and shall be produced by him at his office as and when required.

4.2.5. Any additional prints of drawings if any, required by the contractor will be supplied by the **Architect / Consultant** on the payment of charges as stipulated in clause 4.2.8.

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

#### 4.2.7. DIMENSIONS:

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

#### 4.2.8. ISSUE OF EXTRA CONSTRUCTION DRAWINGS:

a) **Architect / Consultant** will supply three sets of drawings to the Contractor for construction. Extraprints of drawings for construction will be issued on chargeable basis by **Architect / Consultant** as detailed hereunder:

i)	A0-Size	Rs. 200.00 each
ii)	A1-Size	Rs. 100.00 each
iii)	A2-Size	Rs. 75.00 each
iv)	A3-Size	Rs. 50.00 each
v)	A4-Size	Rs. 25.00 each

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

#### 4.2.9. CONSTRUCTION DRAWINGS:

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

b) Apart from clarifications sought during the periodic visits to site by the **Architect / Consultant’s** representative, the successful Tenderer shall obtain all clarifications on the **Architect / Consultant’s** drawings from their office.

c) Extra/Variations not registered within 2 weeks on receipt of drawings will not be entertained |

#### 4.2.10. SHOP DRAWINGS AND TECHNICAL DATA

The Contractor shall submit, in triplicate within mobilization period on receipt of acceptance of the tender, detailed shop drawings, and specifications showing the complete details of all relevant works required to be done by Bank of Baroda in connection with the Interiors. He will be held responsible for any discrepancies, errors, and omissions in the drawings or  
Signature of Bidder/ Tenderer

particulars submitted by him even if these have been approved by the **Architect / Consultant**. Any delay in submitting shop drawings shall be the Contractor's responsibility and shall be to his account.

#### 4.2.11. COMPLETION DRAWINGS/ACCEPTANCE OF INSTALLATIONS:

- a) The Contractor shall submit the required guarantees for the works in approved formats as well as performance guarantees for those items of works for which such guarantees are required.
- b) Before handing over the interiors, 3 copies of maintenance manual for major items shall be furnished to the Bank along with 3 sets of "as built" drawings of all the works done as executed by the contractor.
- c) In addition to hard copy of as built drawings, the contractor shall also supply soft copies of these drawings in Auto CAD – 2004 or latest version format similarly the maintenance manual etc. shall also be supplied in soft form with suitable indexing format for easy retrieval and reference.

#### 4.2.12. TECHNICAL DATA:

Technical Data of relevant items shall be furnished as required

#### 4.2.13. ACTION WHERE THERE IS NO SPECIFICATION:

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

#### 4.3. EXTENT OF CONTRACT:

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

#### 4.4. MATERIALS & WORKS

##### 4.4.1. APPROVAL OF SUPPLIERS:

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

##### 4.4.2. MATERIALS SUPPLIED BY THE BANK:

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

##### 4.4.3. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

- a) All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the **Architect / Consultants** instructions and / or any test of all materials, which the contract provides for, and **Architect / Consultant** may require. The Contractor shall submit the samples of various materials, to **Architect / Consultant / Bank** for approval. Further, the contractor shall upon the request of Architect furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials which the Architect may require.
- b) If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the Bank his grounds for his contention, and thereupon the **Architect / Consultant / Bank** shall verify the same and if required issue necessary clearances and/or instruction in writing.

#### 5. VARIATIONS

##### 5.1. VARIATIONS NOT TO VITIATE CONTRACT:

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

5.1.2. No claim for any extra work executed shall be allowed unless it shall have been executed by the authority of the **Architect / Consultant/Bank** as herein mentioned. No variation, i.e. additions, omissions or substitutions shall vitiate the Contract

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

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

## 5.2. VARIATIONS TO BE APPROVED BY THE BANK

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

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

## 5.3. DEFECTS

### 5.3.1. DEFECTS AFTER COMPLETION:

Any defect in work and materials or due to unsound installation or other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" stated in the **Appendix** to **General Conditions of Contract** hereto or if none stated, then for a period of twelve months (12 months) after the Virtual Completion of the work, arising in the opinion of the **Architect/Consultant/Bank** from materials or workmanship not being in accordance with the Contract, shall upon the directions and writing of the **Architect/ Consultant/Bank**, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, the **Architect / Consultant** in consultation with the Bank shall decide that he ought to be paid for such amending and making good and in case of default the Bank may employ and pay other persons to correct the faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank upon the **Architect/Consultant's certificate** in writing from the amount retained with the Bank vide relevant Clause for "Certificate and Payment" or any money due or that may become due to the Contractor or the Bank may in lieu of such amending and making good by the Contractor, deduct from such money a sum, to be determined by the **Architect / Consultant**, equivalent to the cost of amending such works, and in the event the said amount retained under relevant clause For "Certificate and Payment " and/or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

### a) ACCESS FOR INSPECTION:

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

### 5.3.3. TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES: (to be carried out at the sole discretion of **Architect / Consultant / Bank** as per need if any)

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

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

#### 5.3.4. TEST DATA

All the materials shall be tested jointly with the Bank / Architect / Consultant as required by the various sections of the specification and Test Data shall be furnished as required.

## 6. COST CONTROL

### 6.1. QUANTITIES

#### 6.1.1. SCHEDULE OF QUANTITIES:

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

#### 6.1.2. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

a) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

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

#### 6.1.3. ERRORS IN SCHEDULE OF QUANTITIES:

a) Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified, and such rectification shall not vitiate the Contract but shall constitute a variation of the Contract and shall be dealt with as an authorized extra or deduction.

#### 6.1.4. Prime cost & Provisional sums:

a) Where "Prime cost"(p.c.) prices or provisional sums of moneys are provided for any goods or work in the specification / Schedule of Quantities the same amount will be exclusive of any profit, carriage and fixing which the contractor may require.

All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturers or firms at the discretion of the Architect of the Bank and the Bank reserves to himself the right of paying direct for any such good or Work and deducting the said prices and sums from the amount of contract. Should any good or work for which prime cost prices or provisional sums are provided or portions of the same be not required, such prices of sums, together with the profits allowed for the same and such additional amounts as the contractor may have allowed for carriage and packing will be deducted in full from the contract, whether the goods be ordered by the contractor or otherwise, the contractor shall at his own cost fix the same if called upon to do so and the contractor shall also receive and sing for such goods and be responsible for their safe custody from the date of their delivery upon the works.

b) In cases in which the provisional quantities of materials are contained in the contract, the contractor shall provide such material to such amounts or to greater or less amounts as the Architect shall direct in writing as the net rates at which he shall have priced such items in his schedule of Quantities, should however any such items be entirely omitted, which omission shall be at the Architect's discretion, no profit or such items shall be allowed to the contractor.

c) No prime costs sum or sums (or any portion thereof) shall be included in any certificate for payment to the contractor until the receipted accounts relating to them have been produced by the contractor to the Architect. Such accounts shall show all discounts provided always that should the contractor in lieu of producing such receipted accounts request the Architect in writing to issue a Certificate on the Bank for such sum or sums due either on account in settlement to a sub-contractor direct, the architect shall, upon satisfying himself that the sub-contractor is entitled to the same, so issue the certificate, and such sum or sums shall be deducted from the amount of the contractor at the settlement of accounts and any profit or further sum which the contractor is property entitled in respect of such sub-contract, and which is in conformity with the terms of the contract, shall be allowed to the contractor at the settlement of accounts as though the amount of such certificate to the sub-contractor had been included in a certificate drawn in favour of the contractor.

e) If the Contractor neither produces the receipt nor gives authority to the Architect to issue a certificate in favour of such sub-contractor directly, the Architect shall, upon giving the contractor seven days' notice in writing of his intentions to do so, issue to the Sub-contractor such Certificate directly on the Bank and obtain the receipt from the Sub-contractor, which receipt shall be deemed a discharge for the amount of such certificate as though given by the Contractor. In the event of such default on the part of the Contractor, he shall not be allowed any profit he may have added in the Schedule of Quantities upon such Such-contract.

f) The exercise of the option before referred to by the contractor and the issue of certificate as before described to Sub-contractors upon the Contractor's request on the issue to sub-contractor direct of certificate by the Architect shall not, however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or in completed work or the Sub-contractor for which he may be liable under the terms of the contract.

g) If any provisional items are provided for work of a nature usually carried out by the contractor in the ordinary course of his business, the Bank shall give the contractor an opportunity of Tendering for the same without prejudice to the Bank's right to reject the lowest or any Tender.

## 6.2. VARIATIONS

### 6.2.1. EXTRA ITEMS / DEVIATIONS:

a) The Contractor shall not commence work in respect of any extra items/deviations without obtaining the approval of the **Architect / Consultant / Bank** in writing. The Contractor shall immediately submit the rate analysis for such item, with necessary details to support the rate quoted. The rate shall then be settled by the **Architect / Consultant / Bank** and necessary certificate based on this shall be given to Bank while incorporating the item in the Interim Bills.

b) Claims for extra/deviated items shall be submitted in the as per specimen copies of Proforma included in this tender document that indicate authority/order for such items.

### 6.2.2. SCHEDULE OF QUANTITIES - VARIATION IN TENDER QUANTITIES

Quantities in this tender are subject to variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.

### 6.2.3. PRICES FOR EXTRAS ETC. - ASCERTAINMENT THEREOF:

a) Should it be found from measurements taken in accordance with the clause on "Measurement of works" that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and/or that any variation is made from the Tender schedule of items by operating Additional items called "Extra Items" or "Substitute Items" in substitution of some Tendered items, the rate and valuation thereof, of such items unless previously or otherwise agreed upon, shall be made in accordance with the following rules: -

b) The net rate or prices in the original Tender shall determine the **valuation of the extra quantities** where extra quantities for any item are of similar character and executed under similar conditions as the work priced therein. In other words variation in quantities shall be measured and paid at quoted price only.

c) The net rate or prices in the original Tender shall determine the **rate for the items altered**, provided if omissions / additions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (b) hereof.

d) For extra items/Substitute items where the description of items is different from that of any Tendered item, the following method shall hold good.

e) Where the extra item works are not of similar character and/or executed under condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount or the whole of the Contract works or to be any part thereof shall be such that in the opinion of the **Architect / Consultant** the net rate or price contained in the priced Schedule of Quantities or Tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the **Architect / Consultant** shall fix such other rate or price as in the circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved plus fifteen percent (15%) towards Contractor's overheads and profits, which shall be final and binding on the Contractor.



- f) The measurement and valuation in respect of the Contractor shall be completed within the “period of Final Measurement” or within three months of the completion of the Contract works as defined under Clause for "Certificate of Virtual Completion".
- g) The Contractor shall submit the claims for Deviated items and Extra items as per proforma annexed hereto.

### 6.3. MEASUREMENTS

#### 6.3.1. MEASUREMENT OF WORKS:

- a) The **Architect / Consultant** shall from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the **Architect / Consultant’s representative** in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.
- b) Should the Contractor omit to attend or neglect or omit to send such agent, then the measurements taken by the **Architect / Consultant** or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements specified in the Contract documents and, where no mode is specified, as per the latest edition of relevant I.S. Codes.
- c) A certain percentage of measurements will be checked/test checked by the Bank as the case may be for each trade, and for this the contractor has to render all necessary assistance and co-operation.
- d) The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.
- e) All authorized extra works; omissions and all variations made without the **Architect / Consultant’s** knowledge, but if subsequently sanctioned by the Bank in writing, shall be included in such measurements.

#### 6.3.2. MODE OF MEASUREMENT

- a) The mode of measurement for this contract shall be on item rate basis and shall include all quantities specified in the Schedule of Quantities of this tender/ contract. It shall be further deemed that all variations and deviations if specifically agreed to in writing shall also form part of this tender/ contract and shall be subject to measurements. All payments released to the Contractor shall be subject to verification of quantities on the basis of mode of measurements herein stated.
- b) If the mode of measurement for any or all item is not specified in the contract, latest relevant IS. Code will prevail.
- c) The Contractor shall give due notice to the Bank/ **Architect / Consultant** in writing whenever any work is to be concealed or made inaccessible, in order that the work may be inspected and correct measurements are recorded before such concealment, in default whereof the same shall be at the option of the **Architect / Consultant / Bank** to either open up for measurement at the Contractor’s expense or no allowance shall be made for such work.

### 6.4. PAYMENTS & CERTIFICATION

#### 6.4.1. CERTIFICATE & PAYMENT:

- a) The Contractor shall be entitled for periodic Interim Certificates for work done of a minimum value as specified in Appendix hereto to be issued by the **Architect / Consultant** to the Contractor, and within stipulated number of days for ad hoc payment (if allowed) and for full settlement of the bill as indicated in appendix to General Condition of Contract hereto, subject to work being executed in accordance with this Contract and reasonable scrutiny by the Bank. The Retention at the given percentage rate of the value of certified work as indicated in the appendix subject to the specified limit shall be deducted from running bills. The Contractor shall be entitled under the Certificate to be issued by the **Architect / Consultant**, to receive payment of 100% security amount (2% of the contract amount collected on award of the contract) after virtual completion and the retention amount at the end of the defects liability period, provided the defects are made good, according to the true intent and meaning hereof after due completion of work. Should any decorative works or painting be deferred on the Instruction of the **Architect / Consultant** under the relevant “Clause for "Suspension of Works", payments for such decorative work or painting shall be made up to the stipulated percentage on completion and the balance at the expiration of 6 months from that date, Provided always that the issue by the **Architect / Consultant** of any certificate during the progress of the works or after their completion shall not have effect as a Certificate of satisfaction or

relieve the Contractor from his liability under the clause “Defects after Completion” and within the extent and period provided by the Statute of Limitations.

b) The **Architect / Consultant** shall have the powers to withhold any Certificate if the works or any part thereof is not carried out to his satisfaction.

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

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

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

**Note:** If any part/reduced rate is proposed by the Contractor (recommended by Architect / Consultant) the same should be brought out in the remarks column along with reasons.

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

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

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

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

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

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

**6.4.2. Ad hoc payment for INTERIM BILLS:**

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

#### 6.4.3. CERTIFICATE FOR PAYMENT TO CONTRACTOR:

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

#### 6.4.4. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:

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

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

#### 6.4.5. LIEN ON SUMS PAYABLE TO THE CONTRACTORS

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

#### 6.5. MOBILISATION ADVANCE:

The advance payments need to be generally discouraged. Whenever the payment of advance is considered unavoidable, the same should be interest bearing as per CVC guidelines and should be allowed after getting an acceptable Bank Guarantee for an equivalent amount with sufficient validity. The Bank Guarantee etc. taken towards security of 'Mobilisation Advance' should be at least 110% of the advance with sufficient validity so as to enable recovery of not only principal amount but also the interest portion, if so required. Timely action for revalidation/encashment of the bank guarantees also need to be taken so as to protect Bank's interest.

The Contractor shall sign Indemnity Bond as per bank's format for any loss either due to theft or fire etc. The mobilization advance should not be paid in less than t

Two instalments except in special circumstances for the reason to be recorded.

A clause in the tender and the cases provided for mobilization advance may be that

If the contract is terminated due to default of the contractor the "Mobilization Advance" be deemed as interest bearing advance at an interest rate of 12% Mobilization advance should not be paid in less than two installments except in special circumstances for the reasons to be recorded.

A clause in the tender enquiry and the contract of cases providing for mobilization advances may be stipulated that if the contract is terminated due to default of the contractor, the 'Mobilization Advance' would be deemed as interest bearing advance at an interest rate of 12 % till its regularization on monthly interest.

6.5.1. Mobilization advance (if paid) shall attract simple interest at the rate of (12%) per annum. The advance shall be secured by a Bank Guarantee (110% of amount of Mobilization advance) from a Scheduled Bank (other than the Bank) for the 110% amount of mobilization Advance plus interest at the rate of 12% per annum (in approved proforma), which will be recovered in the manner described hereinafter.

6.5.2. The amount of mobilization advance which may be given to the Contractor shall be at the sole discretion of the Bank.

6.5.3. The mobilization advance shall be utilized by the Contractor for the purpose of this contract only

and for no other purpose.

6.5.4. 100% recovery of the mobilization advance and of interest there on shall be made by deduction from the Contractor's next running account bills.

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

## 7. PROJECT MANAGEMENT

### 7.1. PROGRAM OF WORK:

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

- a) Quantum of work under each major item of work that would be carried out.
- b) List of Sub-contractors.
- c) Amount of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.)
- d) Schedule of delivery of materials to site.
- e) Approximate value of work contemplated to be completed each month.
- f) Schedule and manner in which details or materials (to be issued by the Bank) are required from the **Architect / Consultant / Bank**
- g) Time periods allowed for other agencies' work,
- h) Various milestones to be achieved.

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

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

### 7.2. COMMENCEMENT OF WORK

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

7.2.1. The Contractor shall commence work forthwith or within the mobilization period defined in the Work order or within the maximum period of 15 days, whichever is later, from the date of receipt of Work Order and shall regularly proceed with the work and ensure to complete same on or before the "day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

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

### 7.3. DATE OF COMPLETION:

7.3.1. The entire work shall be completed in all respects including testing within the period stipulated in the Appendix to General Conditions of Contract.

7.3.2. Time is the essence of the Contract.

7.3.3. The work shall not be considered as complete until the **Architect / Consultant** have certified virtual completion in writing. The defects liability period shall commence from the date of such certificate.

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

#### 7.3.5. DELAY AND EXTENSION OF TIME:

- a) If in the opinion of the **Bank** the works be delayed
  - i) by force majeure or
  - ii) by reason of any exceptionally inclement weather or
  - iii) by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring Banks or public authorities arising otherwise than through the Contractor's own default or
  - iv) by the works or delays of other Contractors or tradesmen engaged or nominated by the Bank or the **Architect / Consultant** and not referred to in the Schedule of Quantities and/or Specifications or
  - v) by reason of the **Architect / Consultant's instructions**.
  - vi) by reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the **Architect / Consultant** for which he shall have specifically applied in writing, ahead of time, giving the Consultant reasonable time to prepare such instructions, the Bank shall make a fair and reasonable.

Extension of time for completion of the Contract works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the **Architect / Consultant**, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the **Architect / Consultant** to proceed with the work.

- b) The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of;
  - i) Force Majeure
  - ii) Pandemic LOCKDOWNS announced by Govt. Authority like COVID LOCKDOWN if any.
  - iii) Exceptionally inclement weather
  - iv) Loss and damage by fire and earthquake
  - v) Civil commotion, lockout, strike etc.
  - vi) Delay on the part of the nominated Sub-Contractor or nominated supplier.
  - vii) Delay on the part of the other Contractors employed by the Bank.

#### 7.4. SUSPENSION OF WORKS:

The **Architect / Consultant** may in an extreme case and in prior consultation with the Bank suspend works if the quality or safety of the works are likely to be compromised due to heavy rains, natural calamities etc. The **Architect / Consultant** may grant such extension of time with the approval of the Bank as may be justified by such a delay in the works. The Contractor shall not be entitled to any compensation on account of such delay.

#### 7.5. WORK AT NIGHT:

7.5.1. If the Contractor is required to work at night to complete the work within the Time Schedule, the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from **Architect / Consultant**. Also, if needed, the contractor will be bound to visit the site upon the call of the Architect.

#### 7.6. WORK ON HOLIDAY:

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

### 8. PERFORMANCE

#### 8.1. GENERAL

##### 8.1.1. INDEPENDENT CONTRACTOR

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

#### 8.1.2. OBTAINING INFORMATION:

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

#### 8.1.3. THE SETTING OUT:

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

#### 8.1.4. PERFORMANCE

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

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

c) The contractor shall also guarantee that the performance of the various materials and items individually shall not be less than specified ratings when working under operating conditions given for the respective items.

#### 8.1.5. EXECUTION OF WORK:

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

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

c) Following shall be deemed to be provided for in the quoted rates:

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

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

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

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

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

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

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

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

## SITE MANAGEMENT

### 8.1.6. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

a) The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred wherefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the **Architect / Consultant**, who shall decide which shall be followed, and his decision shall be final and binding on all parties. The Contractor shall provide ground for himself and fresh water and power for carrying out of the works at his own cost.

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

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

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

### 8.1.7. FACILITIES TO OTHER CONTRACTORS

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

### 8.1.8. STORES AT SITE:

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

### 8.1.9. ELECTRIC POWER FOR INSTALLATION

a) The Contractor shall be given a temporary electrical connection at one location at or below ground level to be decided by the **Bank**. 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.

b) The Contractor shall regularly reimburse cost for electricity consumed to the Main Contractor at the same tariff rates as charged by the Electric Supply Company.

### 8.1.10. GENERAL CONDITIONS OF SUPPLY OF MATERIALS FOR EXECUTING WORK

The successful Tenderer before placing the orders or before supplying shall seek clearance in a meeting with the **Bank / Architect / Consultant**. The final list of supply of materials shall however be made at the time of signing of the contract by the Bank in consultation with the **Architect/Consultant** and the successful Tenderer. The Contractor shall then strictly adhere to this approved list of makes and materials and proceed to supply the same. If any deviation and/or for any unforeseen reasons the makes or materials are to be altered, the contractor shall obtain the approval from the **Bank / Architect /Consultant** in writing and then only he may proceed to supply.

**8.1.11. REMOVAL OF ALL OFFENSIVE MATTERS:**

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

**8.1.12. UNFIXED MATERIALS:**

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

**8.1.13. REMOVAL OF IMPROPER WORK AND MATERIALS:**

a) The **Architect / Consultant** shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the **Architect / Consultant** are not in accordance with the specifications or the instructions of the **Architect / Consultant** and the substitution of proper materials and the removal and proper re-execution of any work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Bank shall have power to employ and pay other persons to carry out the same and all expenses consequent there on or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Bank or may be deducted by the **Architect/ Consultant** from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the Contract the **Architect / Consultant**, in consultation with the **Bank**, may allow such work to be got done through other parties at Contractors risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the Bank as in their opinion may be reasonable.

**8.1.14. CLEARING THE SITE OF WORKS:**

a) The Contractor shall clear site of works as per the instructions of the **Architect / Consultant**. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the **Architect / Consultant** within a period of one week after the job is completed. In case of failure by the Contractor, the Bank under advice of the **Architect / Consultant** will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the **Architect / Consultant**.

**8.1.15. OCCUPATION OF PARTIALLY COMPLETED WORKS BY THE BANK:**

a) The Bank shall be entitled to and at liberty to occupy even the partially completed works or any portion thereof by themselves or through their agents and servants if they so desire, in which event, necessary extension of time on this account for completing the works shall however be granted to the Contractor, but he shall have no claim for any compensation whatsoever due to the delay involved in completing works. Both the Bank and the Contractor will work out the repercussions on the insurance Clause mentioned afore to mutual satisfaction safeguarding each other's interest.

**8.1.16. PREPARATION FOR OCCUPATION AND USE ON COMPLETION:**

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

**8.1.17. KEEPING THE AREAS AND ACCESS ROADS CLEAN:**

a) The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the **Architect / Consultant**. Debris to be removed every 2 days.  
b) The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the Consultant and local authorities.

**8.1.18. COVERING UP OF WORKS:**



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

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

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

#### 8.1.20. SITE SURVEY:

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

#### 8.1.21. LABOUR HUTMENTS:

a) The Contractor shall not be allowed to put up any hutment/temporary structure of accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost. However, if the rules of local authorities so permit and subject to the contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the contractor at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.

### 8.2. STAFF MANAGEMENT

#### 8.2.1. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish the Bank the following:

- a) Detailed industrial statistics regarding the labour employed by him, etc.
- b) The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.
- c) A list of technically qualified persons Employed by him for the execution of the work.
- d) The total quantity and quality of materials used for the work.

#### 8.2.2. APPOINTMENT OF ENGINEERS:

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

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

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

#### 8.2.3. SITE ENGINEER:

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

#### 8.2.4. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

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

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

#### **8.2.5. DISMISSAL OF WORKMEN:**

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

#### **8.2.6. OTHER PERSONS ENGAGED BY THE BANK:**

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

### **8.3. SAFETY MANAGEMENT**

#### **8.3.1. ACCIDENTS TO LABOUR:**

The Contractor shall be fully responsible for the safety of the persons employed by him/firm on the works.

#### **8.3.2. Use of Explosives:**

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

#### **8.3.3. Safety codes/Scaffolds**

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

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

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

c) 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.

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

- e) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length.
- f) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.
- g) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

#### **8.3.4. OTHER SAFETY MEASURES:**

- a) All personnel of the Contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- b) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

#### **8.3.5. PERSONAL SAFETY EQUIPMENTS:**

- a) All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- b) Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles.
- c) Those engaged in whitewashing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- d) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- e) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- f) 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.
- g) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:
  - h) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
  - i) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
  - j) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of the work.

- k) When the work is done near any public place where there is risk of drowning all necessary equipment 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.
- l) Adequate washing facilities should be provided at or near places of work. Contractor should not violate any provisions of labour enactment. If there is any violation, the contractor will be solely responsible for the penal action/damages taken/imposed by the statutory authorities.

#### **8.3.6. HOISTING MACHINES**

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

- i) This shall be of good mechanical constructions, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- ii) 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.
- iii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- iv) In case of every hoisting machine and of every chain ring hook, shackle, shovel and pulley block used in hoisting or as means of suspension of the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case, a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond its specified capacity.
- v) In case of departmental machines, the safe working load shall be notified by the engineer as regards contractor's machines, the contractor shall notify the safe working load of the machine to the engineer whenever he brings any machinery to site of work and get it verified by the engineer concerned.
- vi) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations that are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials that are good conductors of electricity.
- vii) 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.
- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in Force in the Republic of India.

#### **8.4. RISK MANAGEMENT**

##### **8.4.1. WORK PERFORMED AT CONTRACTOR'S RISK:**

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

##### **8.4.2. CONTRACTOR'S LIABILITY AND INSURANCE**

- a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning,

explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Explanation:** For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium for the insurance shall be borne and paid by the Contractor only. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Bank and the Contractor, Bank's name being mentioned first in the policies and the Contractor shall deposit with the Bank the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Bank only and may be paid to the Contractor or any other agency of Bank's choice in the instalments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.

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

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

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

- f) The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the works are completed and handed over to Bank.
- g) The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Bank or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractors and nominated Sub-Contractors also.
- h) If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Bank may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Bank from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.
- i) All Insurance Policies shall be obtained from nationalized Insurance Companies only.
- j) Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Bank in Proforma 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said proforma together with relevant documentary evidence.
- k) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photocopies thereof, for the payment of the premia shall be furnished by the Contractor to the Bank. The original receipts will be returned to the Contractor after verification. The Bank reserves the right for Payment for works done subject to fulfilment of this condition and shall instruct the **Architect / Consultant** accordingly.
- l) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pays compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.
- m) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Bank in any liability tortuous or otherwise and/or loss or damage, the Bank shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Bank under this Contract or any other Contract.
- n) Upon taking possession of the works under the Contract, the Bank shall take out parallel insurance, to insure all persons who are not the Contractor's or the Sub-Contractor's or the nominated Sub-Contractors or the Project Management Consultant's staff or the agent of the Banks authorised representatives on getting the occupation certificate, the Bank will maintain their own insurance Policy and the Contractors will cease to be responsible for the insurance of Bank's personnel.
- o) The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the **Architect / Consultant**. Once delays are certified by the **Architect / Consultant**, he shall have to ensure that the insurance Policies are progressively extended.
- p) The Banks' insurance Policy shall cover the risk for Banks' agents, Consultants, Architect / Consultants etc. appointed by the Bank.
- q) The Bank shall insure the building in totality on obtaining possession of the building and other structures.

### Insurance in respect of damages to persons & property

1. The contractor shall be responsible for all injury to persons, Neighbouring Properties, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-contractor's employees, whether such injury damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract, by frost or other inclemency or whether. The Contractor shall indemnify the Bank from any such injury or damage to persons or property as aforesaid and also in any award of compensation or damages consequent upon such claims.
2. The Contractor shall reinstate all damage of every sort mentioned in the 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.
3. The Contractor shall indemnify the Bank against all claims, which may be made against the Bank by any member of the public or other third party in respect of.
4. Anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, Until the virtual completion of the contract, with an approved Office a Policy of Insurance in the joint names of Bank and the Contractor against such risks and deposit such Policy or Policies with the Architect from time to time during the currency of this Contract.
5. The Contractor shall similarly indemnify the Bank against all claims which may be made upon the Bank whether under The workmen's Compensation Act or any other statute in force during the currency of this Contract or at common law in respect of any employee of the Contractor or any Sub- Contractor and shall at his own expense effect and maintain, until the virtual completion of the contractor, with an approved office, a policy of Insurance in the joint names of the employee and the contractor against such risks and deposits such Policy or Policies with the Architect from time to time during the currency of this Contract.
6. The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all the damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Bank in respect of any costs, charges and expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damage arising there from.
7. The Bank with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or become due to the contractor.

### Insurance of Works

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the bank and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the bank and contractor are covered for the period stipulated in clause 29 of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things
- c) Such insurance shall be effected with an insurer and in terms approved by the bank which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/Consultant the policy of insurance and the receipts for payment of the current premiums.

### **Damage to persons and property**

- a)The contractor shall, except if and so far as the contract provides otherwise indemnify the bank against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to: a) The permanent use or occupation of land by or any part thereof.
- b)The right of Bank to execute the works or any part thereof, on, over, under, in or through any lands.
- c)Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d)Injuries or damage to persons or property resulting from any act or neglect of the Bank, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Bank, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

### **Contractor to indemnify Bank**

The contractor shall indemnify the bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub clause 26.2 of this clause.

### **Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the bank against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against bank in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in this behalf.

### **Third Party Insurance**

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of bank, or to any person, including any employee of the bank, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 27 thereof.

### **Minimum Amount of Third-Party Insurance**

Such insurance shall be affected with an insurer and in terms approved by the bank which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs.5.0 lakh and above per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

### **Accident or Injury to Workmen**

The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any subcontractor, save and except an accident or injury resulting from any act or default of the bank or their agents, or employees. The contractor shall indemnify and keep indemnified bank against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **Insurance against accidents etc to workmen**

The contractor shall insure against such liability with an insurer approved by the bank during the whole of the time any person employed by him on the works and shall, when required, produce to the architect/consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor the contractor's obligation to insure as aforesaid under this sub clause shall be satisfied if the sub contractor shall have insured



against the liability in respect of such persons in such manner that bank is indemnified under the policy but the contractor shall require such subcontractor to produce to the Architect/Consultant when required such policy of insurance and the receipt for the payment of the current premium.

#### **Remedy on Contractor's failure to insure**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the bank may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the bank as aforesaid and also deduct 15% of contract value from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

Without prejudice to the other rights of the Bank against contractors, in respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the bank and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

#### **Fire Insurance:**

1. The Contractor shall at the time of signing the Contract, insure the works and keep them insured until the virtual completion of the contract, against losses or damages by fire, as approved by the Architect, in the joint names of the Bank and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Bank only, fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the contractor or of any sub-contractor of the Bank. The contractor shall deposit the policy and receipts for the premiums of the same with the Architect within Ten days of the signing the contract or on receipt of the Work order, whichever is earlier unless otherwise instructed by the Architect. In default of the contractor insuring as provided above, the Bank or the Architect on his behalf may so issue any may deduct the premium paid for any money due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurance office, should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as though the fire had not occurred and in all respects under the same conditions of the contract. The contractor shall be entitled to such extension of the time for completion as the Architect deems fit.

2. The amount so due as aforesaid shall be total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the work up to and including a date not more than seven days prior to the date of the said certificate less the amount to be retained by the Bank (As hereinafter provided) and less any instalment, previously paid under this clause. Provided that such certificates shall only include the value of the said materials and goods as and from time they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected weather.)

### **9. FAILURE OF PERFORMANCE**

#### **9.1. DAMAGES FOR NON-COMPLETION:**

9.1.1. If the Contractor fails to complete any or all the works by the date/s named in the relevant clauses for "Date of Completion" and "Extension of Time" and if the **Architect / Consultant** shall certify in writing on or before the date of issue of the Certificate for the last payment to which the Contractor may become entitled hereunder that the works could reasonably have been completed by the date or within the said extended time, then the Contractor shall pay or allow the Bank the sum to be worked out at 1% of Contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated Damages shall be the amount not exceeding 10.00% of the accepted contract sum. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as to be considered necessary at their cost.

#### **9.2. FAILURE BY CONTRACTOR TO COMPLY WITH CONSULTANT'S INSTRUCTIONS:**

9.2.1. If the Contractor after receipt of written notice from the **Architect / Consultant** in prior consultation with the Bank requiring compliance with such further drawings and/or instructions to remove, fails within seven days to comply with the

same, the **Architect / Consultant** with prior consent of the Bank may employ other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on a certificate by the **Architect / Consultant** as a debt to be deducted by him from any moneys due or to become due to the Contractor.

### 9.3. DETERMINATION OF CONTRACT:

9.3.1. If the Contractor except on account of any legal restraint upon the Bank preventing the continuance of the works, on account of any of the causes mentioned in Clause "Delay and Extension of time" in the case of a certificate being withheld or not paid when due, shall suspend the works, or, in the opinion of the **Architect / Consultant**, shall neglect or fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in Clause "Removal of improper work and materials", the Bank through the **Architect / Consultant** shall have power to give notice in writing to the Contractor requiring that the works be proceeded with a reasonable manner and with reasonable dispatch. Such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must signify the act or defaults on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of work, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of the works, and the Bank shall have lien upon such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail, for seven days after such notice has been given to proceed with the works as therein prescribed, the Bank may enter upon & take possession of the works and of all such plant and materials thereon intended to be used for the work, and the Bank shall retain and hold alien upon all such plant and materials until the works shall have been completed under powers hereinafter conferred upon him. If the Bank shall exercise the above power, he may engage any other person to complete the works and exclude the Contractor, his agents and servants, from entry upon or access to the same, except that the Contractor or any person appointed in writing may have access at all reasonable times during the progress of the works to inspect, survey and measure the works. Such written appointment or a copy thereof shall be delivered to the **Architect / Consultant** before the person so appointed comes on to the works, and the Bank shall take such steps as in the opinion of the **Architect / Consultant** may be reasonably necessary for completion of the works, without undue delay or expenses, using for that purpose the plant and materials above mentioned in so far as they are suitable and adaptable to such use. Upon the completion of the work the **Architect / Consultant** shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Contractor as aforesaid and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the Contractor upon the completion of the works by him, the difference shall be paid to the Contractor by the Bank, should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Bank. The Bank shall not be liable to make any further payment or Compensation to the Contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payment as included in the Contract. After the works shall have been so completed by persons other than Contractor, under provision herein before contained, the **Architect / Consultant** shall give notice to the Contractor; to remove his plant and all surplus materials as may not have been used in the completion of the works, from the site. If such plant and materials are not removed within a period of 14 days, after the notice shall have been given, the Bank may remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the Contractor. The Bank shall not be so responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

### 9.4. NOTICES:

9.4.1. Notices of the Bank to the **Architect / Consultant** or the Contractor may be served personally or by being left at or sent by registered post to the last 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.

### 9.5. TERMINATION OF CONTRACT BY THE BANK

9.5.1. 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 / Consultant** that he is able to carry out and fulfil the Contract, and to give security therefore, if so required by the **Architect / Consultant** 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 Contractor or shall assign or sub-let the Contract without the consent in writing of the **Architect / Consultant** first obtained, or shall charge or encumber this Contract or any payments due or which might become due to the Contractor there under, or if the **Architect / Consultant** shall certify in writing to the Bank 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 Consultant written notice to proceed, **or**
- c) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, **or**
- d) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Consultant written notice that the said materials or work were condemned and rejected by the **Architect / Consultant** 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 **Architect / Consultant** instructions to the contrary sublet any part of the contract. Then in any of the said cases the Bank may not withstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the **Architect / Consultant** or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works or by employing any other Contractors or other persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the **Architect / Consultant** 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 Bank shall sell the same by public auction, or otherwise and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Bank for the values of the said plant and material so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank, to the Contractor, or, by the Contractor to the Bank, as the case may be, and the certificate of the **Architect / Consultant** 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.

#### **9.6. FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

9.6.1. If at any time after acceptance of the Tender the **Bank / Architect / Consultant** shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9.6.2. The Contractor shall be paid at the Contract rates full amount for works executed at site, and in addition, reasonable amount as Certified by the **Architect / Consultant** for the value of such material (which material shall thereupon become the property of the Bank) and also such further allowances as the **Architect / Consultant** may think reasonable and fair in respect of (a) any expenditure incurred by the Contractor towards preliminary works etc. and (b) other reasonable and proper engagement the Contractor may have entered into for carrying out the work.

#### **10. COMPLIANCE**

## 10.1. COMPLIANCE TO BANK'S/LEGAL NORMS

### 10.1.1. NOTICES

a) The Contractor shall give all notices and pay all fees and shall comply with all Acts and Regulations for the successful completion of the Contract works.

**10.1.2. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:** The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye laws of any local Authority, and of any Water, Lighting, Electric supply, and of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so confirming, give to the **Architect / Consultant** written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within 10 days receive such instructions, he shall proceed with the work conforming to the provision or Regulations or Byelaws in question.

a) The Contractor shall bring to the attention of the **Architect / Consultant** all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the Bank or the **Architect / Consultant** and pay to such Authority, or to any public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the **Architect / Consultant**.

b) The Contractor shall indemnify the Bank against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any constructional site, machine work or material used for or in connection with the works or temporary works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the **Architect / Consultant** before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. All statutory fees, deposits etc paid by the contractor for permanent works to be handed over to Bank which shall be reimbursed to him by the Bank against documentary proof.

c) The Contractor shall assist and co-ordinate with the Architect / Consultant in obtaining all statutory approvals and/or amendments to such approvals as per the rules in force from Municipality and other local bodies. Any expenditure incurred in obtaining such approvals is deemed included in the rates quoted by the **Contractor**.

### 10.1.3. Notices to Local Bodies:

a) The Contractor shall comply with and give all notices required under any law, rule, regulations, or byelaw of parliament, State Legislature or Local Authority relating to works. The Contractor shall before commence the execution of work issue a certificate to the Bank/ **Architect / Consultant** that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission the Police permission etc.

### 10.1.4. MUNICIPAL REGULATIONS:

a) The whole of the work is to comply with the requirements and byelaws of the concerned Municipal Corporation and local bodies.

### 10.1.5. WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR:

a) The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the Contract as per the Labour Laws. Wages as applicable for the construction work as per norms stipulated by the Mangaluru Municipal Corporation (MMC) or any other statutory body or authority of the State of Karnataka or Government of India shall be followed by the contractor. No violation of such statutory laws and rules shall be permissible. This will also include the minimum and the maximum allowable wages for various categories of labour to be employed by the contractor.

b) All wages shall be paid in full and without any deduction whatsoever at the approved rates and for full time actually worked during the wage period. Officers of **Architect / Consultant** or an Officer of the Bank as may be authorised in that behalf shall have power to exercise supervision over the labour employed by the Contractor, and for such other purpose any of these officers may inspect the wage books, muster books and other labour records of the Contractor. In the event of the report of such Officer/s showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the Contractor and his

- c) Labours are not satisfactory, the **Architect / Consultant / Bank** shall pass such orders upon the report as he considers desirable, and those orders shall be final and binding upon the Contractor. The contractor shall indemnify and keep indemnified the **Architect / Consultant** and / or the Bank against any claim arising from failure of the Contractor to comply with such labour laws.
- d) The contractor shall register with Assistant Labour Commissioner (Central) as contractor approved by the Bank.
- e) The contractor shall ensure that, statutory deductions such as PF, employees insurance etc., are made as per the provisions of labour enactment and the same is remitted to the concerned authorities in time without fail.

#### **10.1.6. DISPLAY OF NOTICES**

- a) The Contractor shall display all permissions licenses registration certificates and other statements required to be displayed under various labour laws and other legislation's applicable to the works at the site office and also maintain the requisite register/records factually and up to date and keep them ready for inspection by the concerned authorities and also make available the same to the **Architect /Consultant / Bank** for inspection.

#### **10.1.7. INSURANCE POLICIES:**

- a) The Contractor shall not commence any work at site, until all the insurance Policies, as required here and in terms of the General Conditions of Contract, have been submitted to the Bank. Renewal of the same if required due to extension of time for completion or similar reasons is also the responsibility of the Contractor.
- b) Notwithstanding anything to the contrary mentioned in the Contract, Contractors have to submit all Insurance Policies to the Bank directly to make the Bank satisfy them regarding adequacy of values of Insurance, validity etc. as per contractual clauses.
- c) The Contractor shall arrange for renewals of these policies on their own. Any omissions to do so or delay in non-receipt of any information will be no excuse for failure to renew them or keep them in force without a break.

#### **10.1.8. INDEBTEDNESS AND LIENS:**

- a) The Contractor agrees to furnish the Bank from time to time during the progress of the work as requested, verified statements showing the Contractors' total outstanding indebtedness in connection with the work covered by the Contract.
- b) Before final payment is made, the Bank may require the Contractor to furnish the Bank with satisfactory proof that there are no outstanding debts or liens in connection with the Contract. If during the progress of the work, the Contractor shall allow any indebtedness to accrue to Sub-Contractors or others and shall fail to pay or discharge same within Seven days after demand, then the Bank may withhold any money due to the Contractor until such indebtedness is paid or apply the same towards the discharge thereof.

#### **10.1.9. INDIAN STANDARDS CODE:**

- a) The relevant I.S. Code of practice shall be the latest version with its amendments/revisions. The Contractor shall keep and maintain copies of the latest editions of relevant I.S. Codes at the work site and make it available to **Architect / Consultant** when required.

#### **10.1.10.TREASURE TROVE:**

- a) Should any important and valuable materials/items be found while carrying out the works, the same shall be the property of the Bank. The Contractor shall give immediate notice to the **Architect /Consultant** of any such discovery and shall hand over any such treasure to the Bank on demand.

#### **10.1.11.TECHNICAL AUDIT**

- a) The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.
- b) The Bank shall have a right to cause a technical examination and audit of works and final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment 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 Bank 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 paid by the Bank.

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

## 11. ROLE OF ARCHITECT / ARCHITECT / CONSULTANT

### 11.1. ROLE OF THE ARCHITECT / CONSULTANT

**11.1.1. Architect / Consultant's** duties are to design, control and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-coordinating with all other agencies and Civil Contractor, checking of measurements, certification of bills, preparing extra deviation items, preparing minutes of meetings. Etc.

**11.1.2.** Wherever it is mandatory by law that the **Architect / Consultant** so appointed by the Bank shall be registered with the council of architecture/Competent Authority.

**11.1.3.** The Contractor shall afford the **Architect / Consultant** every facility and assistance for examining the works and materials and checking and measuring time and materials. The **Architect / Consultant** shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially confirmed by a written order of the **Bank**.

**11.1.4.** The **Architect / Consultant** shall act in consultation with the Bank regarding quality of works, interpretation of drawings, contract documents and finalize the selection of finishing materials. The **Architect / Consultant** shall check/ record the measurements made by Contractor's representative for all items of works and on completion hand over the records to the Bank.

**11.1.5.** The **Architect / Consultant** shall have the power to give notice to the Contractor or his Engineer In charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the **Architect / Consultant** in consultation with Bank if required is obtained. The work will from time to time be visited by the Architect / Consultant/ Bank but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or **after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions** only from the **Architect /Consultant** as the case may be. In other words the contractors shall take total responsibility for the execution of work / items of work by using quality materials and providing best of workmanship to fulfil the true intent of the Tender provision.

**11.1.6.** The **Architect / Consultant** shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Bank, which shall be duly notified to the Contractor.

### 11.2. TO DEFINE TERMS AND EXPLAIN PLANS:

11.2.1. The various parts of the Contract are intended to be complementary to one another; but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanations of the **Architect / Consultant** shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made by the **Architect / Consultant**, when such correction is necessary to bring out clearly the intention, which is indicated by a reasonable interpretation of the drawings & Specifications as a whole.

### 11.3. MATTERS TO BE FINALLY DETERMINED BY THE ARCHITECT / BANK / CONSULTANT:

11.3.1. The **Architect / Bank / Consultant's** decision, opinion, direction, Certificates (except for payments) with respect to all or any of the matter under clauses "2, 8.1.7 (2 to d), 4.4.3 (a & b) 6.2.3 (a to g), 8.4.2(a to q)" and the schedule of rates, hereof shall be final and conclusive and binding on the contractor hereto and shall be without appeal.

11.3.2. Any of the decision, opinion, direction certificate, or valuation of the Architect or any refusal of the Architect to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Architect under the following clause.

#### 11.4. TYPOGRAPHICAL OR CLERICAL ERRORS:

11.4.1. The **Architect / Consultant's** clarifications regarding partially omitted particulars, or typographical or clerical errors shall be final and binding on the Contractor.

#### 11.5. SITE VISITS:

11.5.1. The **Architect / Consultant /Bank** shall visit the site from time to time at their discretion, or when expressly called upon to do so, to co-ordinate various activities and/or to answer such queries that may be posed at site on interior drawings.

#### 11.6. ADDRESS FOR SERVICE

11.6.1. All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement Due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

Address for the Bank:

The General Manager  
Bank of Baroda  
Zonal Office, 2<sup>nd</sup> floor, Vijaya Towers  
M.S.R.S Road, Mangaluru - 575003

Name & Address of the Architects

M/s Aagamaa Designers  
Architects & Engineers  
Shop No: 9, Kalkura Klassik Building  
Next to Bharat Petrol Bunk, Kadiyali  
Kunjibettu, Udupi - 576 102  
Mobile: 93431 61593

#### 11.7. TAKING OVER

11.7.1. Upon the successful completion of all the tests to be conducted at site on the materials/items executed by the contractor, the **Architect / Consultant** shall issue a recommendation letter to the Bank confirming that the interiors is ready to be taken over by the Bank. Issuance of such recommendation letter for taking over shall not relieve the contractor of any of his obligations under the terms and conditions of contract.

#### 11.8. DISPUTES

[Disputes Referable to Arbitration \(Arbitration & Provision for reconciliation as per Arbitration and Conciliation Act 1996 and its subsequent amendments.\)](#)

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contractor raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the General Manager / Dy. General Manager of respective Zone / Region, Bank of Baroda and endorse a copy of the same to the Project 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 /Dy. General Manager, of respective Zone / Region of Bank of Baroda, in the manner and within the time as aforesaid. The contractor shall be deemed to have

waived and extinguished all his rights in respect of any claim not notified to the General Manager, Bank of Baroda in writing in the manner and within the time as aforesaid.

- ii) The General Manager / Dy. General Manager of Bank of Baroda of respective Zonal office / Regional Office 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 The General Manager/ Dy. General Manager, Bank Of Baroda submit his claims to the conciliating authority namely the General Manager /Dy. General Manager Bank Of Baroda ,for conciliation along with all details and copies of correspondence exchanged between him and the AGM/Chief Manager, Bank Of Baroda.
- iii) 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 General Manager/Dy.General Manager, BCC 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.
- iv) 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 / Dy. General Manager, Bank Of Baroda, BCC. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank office and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrators appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said General Manager, Bank Of Baroda. Such person shall be entitled to proceed with the reference from the stage be entitled to proceed with the reference from the stage at which it was left by his Predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such General Manager, Bank of Baroda as aforesaid should act as Arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that fees, Travelling, lodging, etc., or any such expenses on account of Arbitration, payable to the arbitrator, 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.

#### Some Stipulations in the Matter of Arbitration

- i. Arbitration is a condition precedent to any action in Law Courts.
- ii. Whereas references to arbitration by contractor on the matter of with holding by the Employer the certificate for interim payment can take place during the currency of the contract, that on other kinds of disputes can take place only on completion/ practical cessation of the work.
- iii. Excepted Matters: Where the arbitration clause in the Bank's contracts excludes in express terms certain matters from the scope of arbitration and leaves them to the final and binding decisions of the officer named in the contract, no arbitration can arise in such matters, except either by mutual agreement or under the directions of a competent court.

#### Appointment of Arbitrator(s)

- i. When the contractor is dissatisfied with the decision of the Officer named in the Contract, the contractor is required to give a notice to the Employer within 30 days of the receipt of such decision, for the appointment of the Arbitrator for the settlement of the outstanding disputes.
- ii. Except where otherwise provided, all disputes arising out of a contract, instructions or orders of the Site Engineer / Architect, or the execution or failure to execute the same, whether arising during the progress of the work or after completion or abandonment thereof shall be referred first for conciliation proceedings and then to a sole Arbitrator to be appointed by the Competent Authority of the Bank. Detailed procedure for selecting the Sole Arbitrator be mentioned in the tender.



- iii. It is a term of the contract that the person invoking Arbitration shall specify the disputes, together with the amounts claimed against each dispute.
- iv. It is also a term of the contract that if the contractor does not make any demand for Arbitrator in respect of any claim within 90 days of receiving the intimation from the Bank that the final Bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.
- v. The Arbitrator should conduct the proceedings as per the Arbitration Act 1996 Or any statutory modification or Amendment to it from time to time.
- vi. In all cases where the amount of the claim in dispute is `50,00,000/-or above, the Arbitrator shall give reasons for the award.

**11.8.3. ARBITRATION:**

a) Any dispute, controversy or claims out of or relating to this Work Order or breach, or termination or invalidity thereof, shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force.

**11.8.4. LEGAL:**

a) All disputes and differences of any kind whatsoever arising out of or in connection with the Work Order whether during or after completion of contract shall be deemed to have arisen at Mangaluru and only Courts in Mangaluru shall have jurisdiction to determine the same.

**11.8.5. WORK TO BE CONTINUED DURING THE PENDANCY OF THE ARBITRATION**

a) The Contractor shall continue with the allotted works with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or difference or question is referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrators.

### SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all “rates only columns” and sign all corrections.
3. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the Tender documents shall be signed by the Tenderer.
5. The Tenderer whose Tender is accepted shall be bound to enter into the contract within eight days of intimation from Bank.
6. Work shall be done at nights, non-office hours and holidays without extra charge, if necessary.
7. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
8. Materials supplied by owner shall be used only in owner’s work.
9. Contractors shall pay any local charges relating to execution of work.
10. Contractor shall allow for all wastages in the rates.
11. Contractor shall arrange for all temporary connections.
12. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Architect / Consultant is the final authority for the interpretation.
13. Site instruction shall be deemed for proper execution and shall be carried out without extra charge.
14. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
15. Contractors shall insure whole work against fire, CAR and third party.
16. The entire works may undergo for Intensive Examination by Bank’s inspectors or governments inspecting officials and if any discrepancy is found, the same has to be rectified by the successful contractor at his cost and also Bank shall be at liberty to recover the deductible amount for discrepancy from the contractor as applicable.

**The Contractor will be expected to submit, along with Interim Bills, “Proforma A” duly filled in and serially numbered with dates for all extra and deviated items of work. In absence of these, the extra / deviated items will not be certified for payment. The Contractor will be expected to submit with the Final Bill “Proforma B” duly completed.**

PROFORMA A

DEVIATIONS (INTERIM)

Name of Work:

Interim Bill No.:

			Tender Provision Rs.	Actual Amount Rs.	Excess (+) / Savings (-)	Remarks
1	Deviated Items	+				
2	Extra Items	+				
3	Deleted Items	-				
4	Tender Items (As executed)					
	Actual cost (as executed)					
	Less tender cost					
	Net Excess / Saving	0				

PROFORMA 'B'				
DEVIATIONS (FINAL)				
Name of Work:				
Interim Bill No.				
Tender provision	Actual Amt.	Excess (+) Rs.	Savings (-) Rs.	Remarks.
Deviated Items (+) _____				
Extra Items (+)				
Deleted Items (-)				

Net Excess / Savings

Tender Items (As executed)

Actual Cost (As Executed) LESS Tender Cost

Net Excess / Saving

PROFORMA C

CONTRACTORS' LIABILITY AND INSURANCE SUMMARY

Name & Number of With Description	Value of Insurance	Period	Validity Loss or damage to work Insurance Policy (covered under policy) or any Part thereof and all materials at site from any cause whatsoever.
--------------------------------------	-----------------------	--------	--

1.	2.	3.	4.
----	----	----	----

- 
- a)
  - b)
  - c)

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	Claims under the Workman compensation Act 1923, the	Remarks
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Damage, loss or injury to any property of the Bank or Consultant or his agents and servants		Minimum Wages Act 194_ & Contract Labour (Regulation & Abolition) Act 197_
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5.	6.	7.
----	----	----

- 
- a)
  - b)
  - c)

**NB:** Details of further policies if any taken and the loss or damage if any under that policy may please be indicated separately at appropriate places.

**Signature of Contractor**

Address:

Witness: \_\_\_\_\_

PROFORMA D

REPORT OF VIRTUAL COMPLETION

Draft of letter to be written by the Contractor to the Architect / Consultant in connection with the Virtual Completion Certificate as per the relevant clause.

"Having executed the work in terms of the Contract, we hereby certify that we have virtually completed the works covered by our Contract Agreement.

We hereby certify that the work has been executed wholly conforming to drawings, specifications and instructions of Architect / Consultant.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws."

NOTE: The Virtual Completion Certificate will be endorsed by the Architect / Consultant as having examined the works and certifying that work has been executed as per detailed drawings and specifications.

**PROFORMA 'E'**

**UNDERTAKING/HYPOTHECATION IN CONNECTION WITH PAYMENT OF ADVANCE ON MATERIALS BROUGHT BY THE CONTRACTOR TO THE SITE**

This undertaking executed at this \_\_\_\_\_ day of \_\_\_\_\_ month of year 20\_\_\_\_ by \_\_\_\_\_ (hereinafter called the Contractors) IN FAVOUR OF which expression shall include its \_\_\_\_\_

The \_\_\_\_\_ and having its \_\_\_\_\_

(Herein after called the Bank) which expression shall include its successors and assigns.

The Bank and the Contractors have entered into an Agreement dated \_\_\_\_\_ for Construction of on office complex on piece of land belonging to the Bank at \_\_\_\_\_ (hereinafter called as the said agreement) in terms of which Contractors will be paid an advance of .....% of the cost of materials brought by the Contractor to the site for consumption in the works at the discretion of the Bank.

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

Now this letter of Undertaking witnesses that in consideration of the said agreement, and in consideration of the amount paid/payable to the contractors by the Bank and of any further advances as may be made to the contractors as aforesaid, the Contractors hereby agree with the Bank and undertake as under:

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

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

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

That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper storage, watch, safe custody, accounting and protection against all risks of the said materials and that until used in construction as aforesaid, the said materials shall remain at the site of the said works in the Contractor's custody and on the responsibility and shall at all times be open to inspection by the Bank / Architect / Consultant or any officer authorised by the Bank. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Bank / Architect / Consultant.

That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Bank of his authorised representative.

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

That if the Contractors shall at any time make any default in the performance or observance in any respect of any of the term and provisions of the said agreement or of these presents, the total amount of the advance or advances that may still be owing to the Bank shall immediately on the happening of such default be repayable by the Contractors to the Bank together with interest thereon at Eight per cent per annum from the date or respective date of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Bank in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Bank to repay and pay the same respectively to him accordingly.

That the Contractor hereby hypothecates all the said materials for the time being at site or to be brought at site from time to time until the repayment to the Bank of the sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Bank may at any time thereafter adopt all or any of the following courses as he may deem best.

a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement, debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay it to the Bank on demand together with interest accruing thereon.

Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Bank under these presents including expenses incurred by Bank in connection with such auction and pay over the surplus (if any) to the Contractor.

Deduct all or any part of the money owing hereunder out of the security deposits or any sum payable to the Contractor under the said agreement. That except in the event of such default on the part of the Contractor as aforesaid, interest on the said advance shall not be payable.

That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for, the same shall be referred to the Bank's Chief Engineer whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.

The Provision of this undertaking shall be deemed to be supplemental to the said agreement.

IN WITNESS WHERE OF the contractors have set their hands to these presents the day and year first herein above written.

**SIGNED, SEALED AND DELIVERED BY THE SAID CONTRACTOR IN THE PRESENCE OF-**

WITNESS:

SIGNATURE

NAME

ADDRESS



PROFORMAS

SCHEDULE OF EXCEPTION AND DEVIATIONS

The bidder shall include in a schedule all exceptions or deviations made from the bidding documents of whatever nature included in the proposal.

Unless exceptions and deviations are stated in this schedule, the bidder will be deemed to have agreed with the conditions and specifications as stated in the bidding documents.

Each bidder shall be free in his proposals to indicate deviations and / or exceptions and / or alternative to these bidding documents.

Item	Ref. Clauses	Description Exceptions Deviations	and	of / or
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**EQUIPMENT TO BE DEPLOYED AT SITE**

The Tenderer shall specify in the form given below list of proposed equipment to be deployed for the work if awarded to the Tenderer.

Type	Number	Make	Capacity	Location	Bank
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**SCHEDULE OF PROPOSED SITE ORGANISATION**

The Tenderer is to indicate here the proposed site organization he proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending upon the requirement for timely construction of work, as directed by Engineer-in-charge.

### TECHNICAL SPECIFICATIONS FOR CIVIL WORKS

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the Architect / Consultant & Owner.

The workmanship is to be the best available and of a very high standard, use must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted.

The materials and items to be provided by the contractor shall be the best of their respective kinds as specified in the tender and in accordance with the samples approved, where materials or products are specified in these specifications and/or Bill of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the contractor will require to obtain prior approval of the Architect / Consultant and owner for using substitute material or product. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Architect / Consultant and owner.

Samples of all materials are to be submitted to the Architect / Consultant/owner for his approval before the contractor orders or delivers in bulk in the site. Samples together with their packing are to be provided by the Contractor free of charge and approved samples will be retained by the owner and designer for comparison with the materials which will be delivered to the site.

Should any materials be rejected by the Architect / Consultant/owner, they will be removed from the site at the Contractor's expense. Also the contractor will be required to submit specimen finishes of colors, fabrics, etc. for approval of Architect / Consultants/ owner before proceeding with the works. Should it be necessary to prepare shop drawings, and then four copies of such drawings shall be submitted for approval of the Architect / Consultant who will retain two copies, all at the Contractor's expenses.

**ANNEXURE-II – Pre Qualifications**

**Mandatory information –Technical bid**  
(To be furnished on the letterhead of the applicant)

Important:

1. Please type or write in capital letters.
2. The contractors, vendors and who intend to apply for more than one trade have to apply for each trade separately
3. **Attach copies of the supporting documents.**
4. Attach extra sheets with Sr. No if the space found insufficient.
5. Applications of those agencies who do not furnish above information will be summarily rejected.

1.2	Name of the applicant / organization	
1.3	Address of the Registered Office	
1.4	Address of Head office (With Phone Nos, Fax Nos & Email ID & Contact Person) and address of office Mangaluru	
1.4.1	Contact no.	
1.4.2	Fax no.	
1.4.3	Email id	
1.4.4	Contact Person	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	a) Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm b) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	

7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the details.	
8	Area of business activities other than construction, if any, and place of business.	
9	Registration of firm under Shop & Establishment Act 1948	
10	Address of Head office through which the proposed work of the Bank will be handled	
10.1	Name & Designation of officer in charge.	
11	Yearly turnover of the organization during last 3 years (year wise) (Avg. turnover of last 3 years as per the respective category supported by the audited balance sheet and Profit & Loss A/c (Audited) for the last -3- years.	
11.1	Average turnover in FY	
11.2.1	2020-21	
11.2.2	2021-22	
11.2.3	2022-23	
12	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	
13	Enclose copy of latest income tax clearance certificate.	
14	PAN No.	
15	Details of registration	
16	Service Tax/GST Registration No.	
17	Excise No.	
18	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
19	Empanelment with other Companies/PSUs	
20	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries equipment's etc.	

21	Furnish the names of –3- responsible persons along with their designation, address, Tel. No. etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	
21.1	Name	
	Address	
	Contact no.	
	Email id	
	Organization	
21.2	Name	
	Address	
	Contact no.	
	Email id	
	Organisation	
21.3	Name	
	Address	
	Contact no.	
	Email id	
	Organization	
22	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.	Attach a separate sheet if required.

	Give name of court, place, and status of pending litigation.	
23	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.	
24	Have you been ever disqualified or levied penalty by the bank in past for non	
	Fulfilment of the contractual obligations. If yes, please provide details.	
25	Have you in past carried out any works for Bank of Baroda or its subsidiaries? If yes, give details.	
29	GST Number	

**ANNEXURE –III**

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

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

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



**ANNEXURE-IV**

**LIST OF IMPORTANT WORKS ON HAND (to be submitted)**

Sr. No.	Name of work/ Project with address	Name & full postal address Of the owner. Specify Whether Govt. undertaking Along with name, address And contact nos. of-2- persons (Engineers Or top Officials of the organization)	Contract Amount(`) (for PMC work only)with copy Of Work Order & completion Certificate from Project in-charge.	Stipulated time Of completion (Years)	Present status Of the project	Any other relevant information
	2	3	4	5	6	7
<p>Note: Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".</p>						

(To be sought in conjunction with Annexure – II) ANNEXURE-V

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

Sr.No.	Description	Name and designation	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing over 40% of project cost	Date from which employed in your organization.	Indicate details of experience for similar projects.
A	B	C	D	E	F	G	H	I	J
1	Details of In-house Qualified Architects								
2	Details of Qualified In-house Structural Engineers.								
3	Details of Qualified In-house Civil Engineers, with details of experience in similar works.								
4	Details of In-house qualified water Supply & sanitary Engineers.								
5	Details of In-house Qualified Electrical Engineers								
6	Details of In-house Qualified Engineers for Fire Protection & Detection Works								
7	Details of other in-house Specialists available a) For lift Works & other Electro Mechanical Works HVAC, Pumps & generators, etc.								
8	Details of in-house qualified Air Conditioning Engineers.								

Sr.No.	Description	Name and designation	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing over 40% of project cost	Date from which employed in your organization.	Indicate details of experience for similar projects.
A	B	C	D	E	F	G	H	I	J
9	Details of in-house Specialists Available for landscaping work								
10	Detail of in-house Specialists for Any other work								
11	If the applicant is having existing association/collaboration or likely to form a consortium of/with other Consulting Engineers the details of the intended set up shall be given along with details of technical staff similar lines the activities from items 2 to 9 above the details to be given along with the details of the firm they intend to collaborate.								

Notes:

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

**APPROVED MAKE OF MATERIALS FOR INTERIOR WORKS, PLUMBING & CIVIL WORKS**

NOTE:

All materials shall be of the first quality.

Sr. No.	LIST OF NOMINATED MATERIALS & SUPPLIERS	SUGGESTED MAKE LIST
<b>1</b>	<b>Plumbing</b>	
	CP Fitting	Jaquar /Hindware or equivalent
	Sanitary Ware	Hindware / Cera / Parryware or equivalent
	Sanitary Fittings	Jaquar /Hindware
	Geyser	Bajaj / Sphere Hot / Crompton /Racold / V Guard / Havells
	Stainless Steel sink	Nirali / Diamond or equivalent
	C.I. Pipe	Bengal Iron Corporation or equivalent ISI make
	Urinal Partition Glass	Merino / Saint Gobain/ Modi / Asai
	GI Pipe	Tata/ Jindal / Zenith or equivalent
	CP Fitting	Pince /Astral or equivalent
	PVC & CPVC Pipe	Pince /Astral or equivalent
<b>2</b>	<b>Civil Work</b>	
	Ceramic Tiles/vitrified homogeneous glazed tiles.	HR Johnson, Kajaria, Nitco,ASL or equivalent
	Cement	Ultratech, ACC , JK Cement , Ambuja
	Chemical Pasting (Tiles)	Pidilite , Fosroc , Eurokart
	Steel	Sail ,Tisscon , Ispat , Tata
	Paint	Asian / Nerolac / Dulex / Berger or equivalent
	Exterior Paint	Asian / Nerolac / Dulex / Berger or equivalent
<p><b>Note : Contractors shall supply and provide make of materials only as specified above in case the specified make are not available in the market the contractors shall use equivalent make of materials only with approval from Architect.</b></p>		

### SCHEDULE OF RATES - PREAMBLE

1. The schedule of rate should be read in connection with all the other sections of the tenderer.
2. The quantities shown against the items of work are only approximate and may vary to any extent. No extra whatsoever shall be entertained.
3. The rates inserted in the bills of quantities are to be for the full inclusive of value of the work described under the several items, including all costs and expenses which may be required in and for the construction and full protection of the work described, together with all risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The quoted rates shall be for all heights, lifts and leads unless otherwise mentioned specifically in the description of item.
4. General direction and description of work and materials given elsewhere in the contractor documents are not necessarily repeated in the Bill(s) of quantities. Reference to be made to the other documents for the full information/details.
5. The contractor shall be deemed to have visited the site before quoting for the tender and to have examined for himself the conditions under which the work will be carried out including local conditions under which the work will be carried out including local conditions affecting labour and to have studied the items of the bills of quantities, the drawings and specification, relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services as necessary for the works described even though there are not specifically defined.
6. Tenderer is advised to read items of works carefully and quote the rates accordingly. However, if he quotes different rates for the same items) of work under different schedules of items, the lowest rates quoted shall be made applicable to all the Bills of quantities and the contract sum corrected accordingly.
7. Where an item of work not mentioned in a particular bill of quantities, is required to be executed and where the rate for such an item of work is quoted under a different bill of quantities forming a part of this contract, then the contractor being called upon shall execute the work and shall be paid at the rate so quoted. Nothing extra over shall be payable on this account.
8. The drawing(s) attached with this tender document are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed.
9. The rates quoted by the tenderer shall be deemed to be for the execution of the works in accordance with the "Construction Drawings" (to be supplied to the contractor at the "Design Aspect" of these drawings).
10. The rates quoted by the tenderer shall include all labour, tools and plants, materials inclusive of all, transport, loading, unloading charges, all levies, all taxes, excise duties, etc. at the time of quoting their rates. The quoted rates shall remain firm throughout the contract period. No escalation on prices of labour and materials shall be entertained.

## SCHEDULE OF QUANTITIES - PREAMBLE

All items of work contracted for shall be executed strictly in accordance with the description of the item in the Schedule of Quantities, relevant drawings and specifications read in conjunction with the appropriate Indian Standard specifications and conditions of the contract and established Engineering practices.

The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of:-

- ☐ All materials, fixing materials, accessories sequence of operations, appliances, tools, plant equipment, transport labour and incidentals required and completion of the work called for in the item and as per specifications and drawings completely
- ☐ Wastage on materials and labour
- ☐ Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing in position, protecting, disposal of debris as directed and all other labour necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.
- ☐ Liabilities, obligations and risks arising out of conditions of contract.

All requirements of specifications, whether such requirements are mentioned in the item or not shall be provided for the specifications and drawings where available are to be read as complimentary to any part of the schedule of quantities and any work called for in one shall be taken as required for all similar items.

In the event of conflict between Schedule of Quantities and other documents including the specifications the most stringent among them shall apply and the interpretations of the consultants/owner shall be final and binding.

The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the accepted rates.

This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INK. The entries under amount column shall be rounded off to the nearest Rupee.

No alterations whatsoever is to be made either to the description of items in the Schedule of quantities or specifications unless such alterations, is clarified in writing by the consultant/owner. Any such alterations, notes or additions shall unless clarified in writing be disregarded when tender documents are considered. Any observation on BOQ should be made in the letter accompanying technical bid for proper consideration and on disfiguring or overwriting in the documents is permitted.

In event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of rates.

All errors in totalling in the amount column and in carrying forward totals shall be corrected.

Unless otherwise stated, all measurements shall be taken in accordance with Indian standard for building of Measurements IS 1200 latest revision effective on the date of measurement for interior items as applicable.

Any errors in quantity of items from the contract schedule shall not vitiate this contract but shall be corrected and deemed to be a variation by the Architect / Consultant/Owner.

## **DRAWINGS AND DATA**

Within two weeks of placement of order/letter of intent contractor shall furnish the following data in triplicate for approval by Architect / Consultant/Owner.

General arrangement drawing of the equipment on orders showing plan, elevations, and sectional views, mounting details.

Bill of materials.

Descriptive catalogues, characteristic curves, duty point efficiency factor and technical particulars of all the various equipment's offered.

## **SPARE PARTS AND MAINTENANCE FOR MATERIALS SUPPLIED**

Tenderer shall offer along with the bid, duly recommended by manufacturer set of spare parts required for a period of 1 year's continuous operation. Itemized unit prices with exact quantities recommended for these spares shall be separately indicated for consideration of the Owner/Consultant.

## **DOCUMENTS MUTUALLY COMPLIMENTARY**

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the Consultant/Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

## **INSTRUCTIONS DURING EXECUTION**

On the advice of the Owner, the consultants may issue further drawings and written instructions, details, directions and explanations collectively referred to as "Site instruction" in regard to:

Variations for modification of the design, quality or quantity of works as addition or omission or substitution of any work therein.

Any discrepancies in the drawings or between the schedule of quantities and/or specifications and/or drawings.

Removal from the site any material brought by the contractor and substitution of any other materials therefore.

The dismissal or removal from work of any person employed thereupon.

Removal/re-examination of any works executed in case of doubt of any nature.

Opening up for inspection of any work covered up without proper tests by the Architect / Consultant.

Oversight on the part of the Architect / Consultant/his assistant to disapprove any defective work or material shall not prejudice the Owner/Consultant, thereafter to disapprove such work or materials and to order pulling down, replacement, removal breaking up or reconstruction.

The Contractor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service conditions, work conditions in conformity with all Acts, Regulations, Rules or order of competent authority under relevant laws in force during the pendency of the contract.

Contractor shall indemnify the Owner from all claims relating to the workers/ staff/ sub-contractors, Salaries, Wages, Overtime, Leave, Provident Fund, Medical facilities, gratuity, Bonus or any other claim as applicable and stipulated in any statutory provisions, rules or order of competent authority.

All materials so far as procurable shall be of the reputed make in the category of manufacture and bear the stamp of quality of the Bureau Standards wherever applicable. The contractor shall furnish documentary proof, test certificates and guarantees as relevant to such materials from manufacturers, which shall match with the date of procurement.

**Signature of the Tenderer/s  
With the Seal of the Company**

**Date:**

**Place:**



**FORM OF GUARANTEE FOR WATER PROOFING**

Name of the Project

Free Maintenance Guarantee-Water proofing

work By \_\_\_\_\_

We hereby guarantee that the surface treated by us for water proofing in the above work for

M/s \_\_\_\_\_ the  
general building Contractor for the above work, shall remain water tight, should however due to any  
unforeseen defect left out in the  
work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us du  
ring the period of five years from the date of virtual Completion of the work  
i.e. from \_\_\_\_\_ to \_\_\_\_\_ the same shall be rectified by us without any  
extra cost to the \_\_\_\_\_ (Name of the Bank).

However we shall not be responsible in any way if our work is tampered with or if the body of the  
structure is damaged due to sinking, cracking and or by any other act of god beyond our control.

Signature of the Water proofing Contractor

Note: Contractor will submit Performance Bank Guarantee for 5 years having value of 10% of total  
water proofing work.

### GENERAL SPECIFICATIONS

The scope of work covers “Tender for External painting works and minor civil/repair works of Zonal Office Building, Vijaya Towers, MSRS Road, Mangaluru” in accordance with specifications prepared to the satisfaction of the Bank’s Engineer. The following specifications shall form part of the contract and these shall be deemed to be supplemental to the specifications and not in derogation thereof except to the extent specifically provided herein.

1. The entire painting work shall be done in first class manner. The Contractors shall use ready-made paints of best quality and of approved Manufacturers such as Asian Paints Apex Ultima, Akzonobel (I.C.I.Dulux) Paints, Berger, or equivalent etc. of appropriate grade and they shall comply with the respective IS specifications. The Contractor will not be permitted to carry out any mixing at site except for addition of thinners for thinning the paint which shall be carried out in the presence of Bank’s Engineer. The Contractor shall deposit with the Engineer at his own cost, sample panels of paints approved prior to commencement of work. The colour shades of the paint approved by the Bank and as directed by the Architect only shall be used. For different items of painting, sample area shall be prepared, and the shade got approved. The colour shade and texture design approved by the Bank as directed by the Architect shall be used.

2. All the paints shall be brought to site in sealed condition.

3. Special care shall be taken by providing suitable covers tarpaulins etc. to prevent dust nuisance and for protecting furniture, potted plants and other horticulture works, costly items, glass for windows/ventilators etc. from stains. The rates quoted shall include covering of furniture and for handling and re-arranging the furniture etc on every day and any damage to property caused by the Contractor, shall be made good by the Contractor at his cost. The work shall be carried out without any inconvenience to the normal Office working. The Contractor has to wash and clean the floors, after his work in that area has been completed. Only Contractor’s authorized persons will be allowed to enter the premises and they should strictly follow the various security requirements.

4. Surface prepared for painting shall be got approved before proceeding with painting work. Similarly, work for each coat shall also be got approved from the Bank and as directed by the Architect before proceeding to next coat. In case of failure to comply with this clause, the item will not be measured and paid for.

6. No further coat shall be applied, till previous coat has completely dried.

7. Additional coats shall have to be given without any extra cost, if instructed by the Bank and as directed by the Architect, over and above the number of coats prescribed till the surface presents smooth and uniform finish.

8. After day’s work is over, stains of paint over floor, fittings, furniture, glass panes etc. shall be thoroughly removed. Care should be taken to paint electric wirings on batten for which no extra payment will be made.

#### 9. Mode of Measurements

Measurement shall not be taken for items of whitewashing, exterior emulsion, synthetic enamel painting, polishing etc. Bank has already standardized the painting measurements by recording the same in measurement books. The payments will be made based on these measurements and verifying the same at site wherever required. If required, the Contractors can themselves arrange and take site measurements for the quantities and if any variations noticed to be brought to the notice of Bank/Architect.

## DETAILED SPECIFICATIONS

### **I. Whitewashing**

(a) Preparation of Surface: The surface shall be scrapped thoroughly to remove existing whitewash or any other protective film. Any major patch repair or crack shall be cut out and made good. Cracks may be wetted thoroughly prior to filling or priming paint may be applied to the sides of the cracks to avoid undue absorption of water and subsequent shrinkage of the filling. For filling plaster of paris gauged with about one third of its volume of hydrated lime or "Snow filla".

Prior to painting, fine cracks may be filled with distemper or Enamel putty depending on the proposed finish.

Greasy or oily spots in the surface should be removed by approved method. One coal of chalk and glue may be applied before application of whitewash. The rates quoted shall include all the above operations.

(b) Application: The whitewash shall be applied with brushes (flat brushes) or spray pumps if approved, in the specified number of coats. The operation of each coat shall consist of stroke of the brush first given horizontally from the right and then from the left and similarly the subsequent stroke from bottom upwards and the other from top downwards. Each coat shall be allowed to dry before the next coat is applied. No portion of the surface shall be left out to be patched up later on. The sequence of application of paint shall be as under:

### **2. Exterior Painting**

#### (i) Preparation of surface:

The surface shall be cleaned and washed thoroughly any major patch repair or crack shall be cut out and made good as specified under schedule of quantities or as directed. Prior to painting, imperfections such as holes and fine cracks etc. may be filled with appropriate mixture/putty depending upon the proposed finish as per manufacture's specifications or as directed. The rates quoted shall include all the above operations.

(ii) Preparation and Application of paint shall be strictly as per the recommendations of paint manufacturers.

### **3. Enamel painting: Wood & Plastered surface:**

#### (i) Preparation of surface:

(a) While preparing surface in old woodwork, accumulated dirt, grime, mould, growth due to dampness etc., shall be removed and the surface examined for defects. All projections such as glue or whitening spots shall be carefully removed with stopping knife and cleaned after which all knots shall be filled with knotting solution. Resinous or loose knots shall be removed, and gaps filled with seasoned timber piece and made level with the rest of the surfaces.

(b) Surface of previously painted woodwork, if it is smooth and in the good conditions, shall be cleaned with white spirit or other detergent. Rub surfaces, with abrasive paper, wash, clean, remove with fresh water and allow the surfaces to dry. Defective and loose putty shall be replaced.

(c) In case of walls dados required to be painted with enamel paint, if the old paint is white or colour wash, distemper or oil bound distemper the old coating shall be thoroughly scrapped off till the original plaster surface is exposed. If old paint is oil paint and in good condition surface shall be sand papered and cleaned.

(d) Painting shall be carried out as much as possible in dry and warm weather. Two coats of paint shall be applied to the surfaces as per schedule of work.

(ii) Preparation and Application of paint shall be strictly as per the recommendations of paint manufacturers.

### **4. Enamel painting to steel work:**

#### (i) Preparation of surface:

The surface shall be thoroughly cleaned of all scale, rust, dirt, old paint, grease and other imperfections by scrapping and brushing with steel wire brushes and if necessary, the surface shall be cleaned by chipping or any other best-known methods, such as sand blasting and burning. The surface shall be made thoroughly dry.

(ii) Preparation and Application of paint shall be strictly as per the recommendations of paint manufacturers.

**Signature of the contractor**

**SPECIAL CONDITIONS**

1. Bank has got registered itself as Principle Employer under section 7 of Contract labour (regulation and abolition) Act 1970. Therefore, the successful tenderer has to furnish to the Bank, the details of work men like number of workmen employed each day, rates of wages, hours of work, wage periods, date of commencement and completion of work etc. so as to comply with the law, as the Principal Employer.
2. The workmen will not be allowed to stay within the premises.
3. Lockable storage for painting materials will be made available free of cost. However, the Bank will not be responsible for the materials kept in the store, it will be the responsibility of the contractor. The store shall be maintained properly and handed over to the Bank in its original condition (as at the time of handing over the same) after completion of the work.
4. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
5. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position in consultation with Bank's Engineers.
6. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
7. The tenderer may please note that the work in question has to be carried out in the Bank's Office Premises and as such the work shall be carried out with least disturbance to the normal working of the Office by advance planning, proper sequence of work in consultation with the Bank's Engineers. His workmen and material movement shall be subjected to security rules and administrative controls. In case any delay on any of the above counts, the contractor be deemed to have accounted for such eventualities in his quoted rates and Bank shall not entertain any extra claim whatsoever on the above counts.
8. The authorized officials of the Bank shall be entitled to inspect the materials at any time in the works of the contractor, if they so desire and the vendor shall provide all reasonable facilities to do so.
9. The Contractor shall employ a qualified Site Engineer on a regular basis to supervise day to day works at site. Such a person shall be capable of following the instructions of the Bank's Engineers and execute the works as per the specifications laid down in the Tender.
10. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and makes the entire premises clear/clean on a day to day basis to the satisfaction of the Bank's Engineers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises and should not be dumped anywhere in and around the Bank's premises. The contractors are solely responsible if any debris is noticed by the local Corporation and penalty levied.
11. The tenderer is advised to inspect the proposed site of work including configuration of the building to understand the scope of work.
12. The Bank's Engineer will verify and maintain the account of painting materials brought to site. The contractor shall furnish all details including delivery challan/ invoice etc. to the Bank's Engineer to maintain proper record. After completion of the entire painting work, the Bank's Engineer will scrutinize whether the required quantity of paint as per the theoretical consumption specified by the paint manufacturer was used in the work. However permissible variation on higher or lower side shall be acceptable.

Place:

Signature of the Tenderer:

Date:

Address:

### SAFETY CODE

1. There shall be maintained in a readily accessible place, first aid appliances including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
2. Suitable and strong double scaffolds should be provided for workmen for all works that cannot safely be done from ground.
3. No portable single ladder shall be over 8 metres in length. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to 1 vertical)
4. Scaffolding or staging more than 4 m. above the ground floor, swung, or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m. Above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure.
5. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m. Above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
6. 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.
7. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into excavations.
8. All workmen shall be provided with safety helmets and safety belts.
9. 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 one metre.
10. No floor, roof or other part of the structure shall be so overloaded with debris or material as to tender it unsafe.
11. Workers employed on mixing and handling materials such as asphalts, cement motors or concrete or line motor shall be provided with protective footwear and rubber hand gloves.
12. Those engaged in welding works shall be provided with welding protective eye shields and gloves.
13. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.  
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
14. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

**FIRE SAFETY CODE**

- i. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3-pin plug and other appliances and equipment's shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vi. Fire extinguishers recommended shall be kept on the site.
- vii. Used paint drums shall be stored in specified store only after closing them properly.
- viii. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- ix. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10 feet from Ground level.
- x. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xi. None of the fire extinguishers shall be removed/shifted from its designated location.
- xii. Power supply shall be switched off from the mains when equipment is not in use.
- xiii. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

Place:

Signature of the Tenderer:

Date:

Address:

**DECLARATION ACCEPTING TERMS AND CONDITIONS OF THE TENDER**

Date: \_\_\_\_\_

To,  
The General Manager  
Bank of Baroda  
Zonal Office  
Vijaya Towers, 2<sup>nd</sup> Floor  
MSRS Road,  
Mangalore - 575001

Dear Sirs,

Ref. Your Tender Document Ref No. \_\_\_\_\_ dated: \_\_\_\_\_

We, the undersigned have examined the above-mentioned Tender document, including amendment/corrigendum no. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now undertake to execute the works in conformity with your above-referred document for the sum as finalized after reverse auction process, attached herewith in a separate envelope and made part of this tender.

If our tender is accepted, we undertake to execute the works mentioned above, in accordance with the time schedule specified in the tender document

We further confirm that, if our tender is accepted, we shall provide you with a security deposit of required amount in an acceptable form, for due performance of the contract. We agree to keep our tender valid for the period mentioned in the tender. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any

(Signature & seal with date)

(Name and Designation) Duly authorized to sign Tender for and on behalf of M/s. \_\_\_\_\_

Place:

Date:

DECLARATION

I/we,..... hereby declare that our firms/company is not blacklisted/debarred/no litigation pending with any of the Nationalized/PSUs/PSBs/State/Central Government.

If the information is found to be incorrect during the tender/execution of the project, we will be liable for legal action, forfeiture of EMD and the pending bills for payment.

Yours Sincerely,



## PRE CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2024, between, on one hand, Bank Of Baroda, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act having its Zonal Office at Bank of Baroda , Zonal Office , Vijaya Towers, 2<sup>nd</sup> Floor , MSRS Road, Mangalore - 575001 (hereinafter referred to as the “BUYER” which expression unless repugnant to the context or meaning thereof shall mean and include its successors 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 equipment/item/service) and BIDDER/SELLER is willing to offer/has offered the equipment/item/service 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 Bank 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 equipment/item/service 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 BIDDER 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 follow:

### **1. Commitments of the BUYER**

- 1.1. The BUYER undertakes that no officials 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, organization 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.
- 1.2. 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.

- 1.3. All the officials of the BUYER will report to the Bank/appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. 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.

### **3. Commitments of BIDDERS**

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 stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. 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 Bank/Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank/Government.
- 3.3. \*BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.  
Foreign Bidder: Name and address of agents and Representatives in India.  
Indian Bidder: Name and address of Foreign Principals / Associates
- 3.4. \*We hereby disclose the payments to be made by us to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. \* Bidder is engaged in defense supplies as Manufacturer / Integrator / Authorized Government sponsored export entity: Yes / No

If yes, we confirm we have not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way of 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.

- 3.6. 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.
- 3.7. 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.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. 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.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. 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 disclosed by the BIDDER at the time of filing of tender.  
*The term relative for this purpose would be defined in Section 6 of the Companies Act 1956.*
- 3.13. 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.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or Public Sector Banks in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. 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.

#### **5. Earnest Money (Bid Security)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount (as per the RFP) as Earnest Money/Bid Security, with the BUYER through any of the following instruments:
  - i) Bank Draft or Pay Order in favour of Bank of Baroda

- ii) A confirmed guarantee by an Indian Nationalized Bank/Scheduled Commercial Bank other than RRBs/ Co-operative Banks, 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.
- iii) Any other mode or through any other instrument (to be specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid up to to submission of Bank Guarantee covering warranty period/post warranty period for performance of the Contract.
- 5.3. 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.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1. 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:-
  - i) 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.
  - ii) The Earnest Money/Security 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 thereof.
  - iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
  - iv) 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 office/department/section/stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) 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.
  - vi) 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.
  - vii) To debar the BIDDER from participating in future bidding processes of the Government of India/Public Sector Banks for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii) 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.

- ix) 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.
  - x) 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
- 6.2. 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.
- 6.3. The decision of the BUYER to the effect that a breach of the provision 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 purpose of this Pact.

## 7. Fall Clause

- 7.1. 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/PSB and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any ministry/Department of the Government of India or a PSU/PSB 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 returned by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2. 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
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary of the Department/General Manager, within 8 to 10 weeks from date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8.9. In case of sub-contracting, the Principal contractor shall take the responsibility of the adaptation of Integrity Pact (IP) by the Sub- contractor

**9. 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 document in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of Jurisdiction**

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

**11. 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.

**12. Validity**

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both 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.

12.2. 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.

13. The parties signing the Integrity Pact (IP) shall not approach the courts while representing the matters to IEMs and he / she will await IEMs decision in the matter.

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

BUYER  
Name of the Officer:

BIDDER  
CHIEF EXECUTIVE OFFICER

Designation:

Dept:

Witness

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

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

Witness

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

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

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agent of foreign suppliers