

TECHNICAL BID

Tender cum Prequalification of Contractors for Furnishing work of Bank of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

NAME OF WORK:

Furnishing Work of Bank of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

EMPLOYER

BANK OF BARODA

GENERAL MANAGER,
ZONAL OFFICE, BAREILLY,
129 D, Civil Lines, Bareilly.
Tel- 0581-2511120 email-pe.wupu@bankofbaroda.com

ARCHITECT

M/s ARCON

714, JANAKPURI, BAREILLY-243001

Ph – 0581-2302222, 9837095138

Notice for Tender cum Prequalification of Contractors for Furnishing Work of Bank of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

NOTICE FOR TENDER

Bank of Baroda invites offers/Tender from eligible Contractors of repute for Furnishing Work of Bank of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

Duly completed application forms, which can be downloaded from Bank's website, should reach the Office of The General Manager, Bank of Baroda, Zonal office, Bareilly, 129 D, Civil Lines, Bareilly-243001 on or before 07.02.2025 upto 15.00 Hrs.

For further details log on to our website www.bankofbaroda.co.in/tenders.asp

Corrigendum/Addendum, if any, will be issued only on our Bank's website www.bankofbaroda.co.in/tenders.asp .

Technical bid

Notice for Tender Cum Prequalification of Contractor for Furnishing Work of Bank of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

Bank of Baroda invites application from eligible Contractors of repute for the following work:-

Sr. No.	Name of Work	Estimated cost in Rs. (approx.) Incl. GST
1.	Furnishing Work of Bank Of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.	28.00 LACS

1. Contractors desirous of tendering for above work and fulfilling the following requirements shall be eligible (Technical Bid specification)-

(i) Experience of having successfully completed any one of the similar works (Furnishing Work of building including other related works) during last –7- years ending on 31.12.2024:

a. Three completed works (Furnishing Works) each costing not less than Rs. 11.20 Lacs.

OR

b. Two completed works (Similar Works) each costing not less than Rs. 14.00 lacs.

OR

c. One completed works (Similar Works) costing not less than Rs. 22.40 lacs

(ii) Average annual Turnover of the Firm should not be less than Rs. 8.40 lacs cost during last three financial years ending on 31.03.2024.

Certificate of Financial Turn over: At the time of submission of tender, the tenderer shall upload Affidavit/ Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 03 years may be uploaded and submitted in hard copy also.

2. Contractors shall submit the Performance Certificates from the respective previous employers in support of above otherwise application is liable to be rejected.

3. They must be having adequate organizational setup and reasonable presence in the work area and nearby and be having sufficient number of experienced personnel, technical know-how, and infrastructure to complete the project well in time.

4. Bank reserves right to reject any or all the applications without assigning any reasons or whatsoever.

5. Contractor should submit authorization/dealer's certification from Manufacturers' along with their application.

SCOPE OF WORK – The main feature of the desired scope are listed below-

- 1. Furnishing Works**
 - 2. Air- Conditioning Works & Electrical Items**
- **List Of Make: Refer Clauses in Technical Specifications below.**
- **The application should be submitted in sealed envelopes super scribing “Tender For Furnishing Works of Bank Of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.”**

➤ **Financial Bids will be opened of only those bidders who will qualify in the technical Bid.**

➤ **Application completed in all respect along with relevant documents duly super scribing the name of work as per following details-**

Envelope I: Containing duly filled Technical Bid (with seal & sign of bidder).

Envelope II: EMD of Rs. 30,000/- in the form of DD/ Banker Cheque in favour of “Bank of Baroda, Bareilly”

Envelope-III: Containing duly filled Financial Bid (with seal & sign of bidder).

Envelope-IV: Containing Envelope I, II & III

The application/tender should be dropped/submitted in Tender Box on or before 07.02.2025 upto 3:00 PM at following address;

The General Manager,
Bank of Baroda
Zonal office,
129 D, Civil Lines,
Bareilly- 243001.

PQ Application and technical bid will be opened at above office on same day at 15.30 Hrs in presence of bidders who want to be present in the opening Process.

Instructions to the applicants for furnishing information as a part of application.

Intending applicants are required to submit their applications with full bio data giving details about their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial and technical standing etc. in the enclosed form which will be kept confidential.

While deciding upon the technical qualification of applicant great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close coordination with other agencies.

The tender in duplicate shall be submitted in three parts (Technical bid, EMD and Price bid) in separately sealed envelopes. The envelope I -Technical Bid envelope-II- EMD and Envelope III- Financial Bid. Both Envelope I, II and III shall be kept in single Envelope-IV shall be duly super scribed with the above title Sealed tenders, should be addressed to **General Manager, Bank of Baroda, Zonal Office, 129-D, civil Lines, Bareilly- 243001.**

The Envelope -I shall be opened up of contractors submitting prescribed EMD in envelope-II and The Envelope-III of only technically qualified contractors shall be opened.

Each page of the application shall be signed. The application shall be signed by person(s) on behalf of the organization having necessary authorization/power of attorney to do so (certified copies to be enclosed).

If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part. However, the format shall be as per proforma.

Any letter or document accompanying the application form shall be submitted in duplicate.

Applications containing false/ incomplete and/or inadequate information are liable to be rejected. Also, mere fulfillment of eligibility criteria does not guarantee selection.

While filling up the application with regard to the list of important projects completed or on hand, **the applicants shall include only the works as per Technical Criteria.**

Clarification, if any required, may be obtained from the office of the General Manager, Bank of Baroda, Zonal Office, 129-D, Civil Lines, Bareilly **(Phone No: 8477009117, 7071970443, 7080221188)**
(Email- pe.wupu@bankofbaroda.co.in)

Canvassing in any form in connection with pre-qualifications is strictly prohibited and the application of such persons/organizations that resort to canvassing will be liable to rejection.

The application, which is received after due date and time, are liable to be rejected.

Bank reserves the right to accept or reject any of the offers, without assigning any reasons, whatsoever thereof.

Basic information

1	Name of the applicant/organization			
	Address of the Registered Office (with phone numbers, fax numbers & e-mail ID)			
	Address of Office (with phone numbers, fax numbers & e-mail ID)			
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	Name & qualification of the proprietor/partners/Directors of the organization/Firm a) b) c) d) (Enclose certified copies of documents as evidence)			
5	Details of registration – Whether Partnership firm, company, etc. Name of Registering Authority, Date and Registration number. (Enclose certified copies of documents 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 documents as evidence)			
7	Details of registration with 1 CPWD/PWD (Enclose certified copies of documents as evidence)	Year of Reg.	Class	Valid upto
7A	Number of years of experience in the field and details of work in any other field			

8	Address of Contractor's Service office through which the proposed work of the Bank will be handled and service call will be attended with name and designation of professional in charge.	
9	Yearly turnover of the organization during last 3 years (year-wise) and furnish audited balance sheet and Profit & Loss a/c (audited) for the last 3 years.	
10	Name and address of Bankers (Valid Solvency certificate of Rs. 7.50 lacs or above to be enclosed for indicating satisfactory financial capacity of the organization. Validity period of the Solvency Certificate shall be 12(twelve) months from the date of issue of certificate by the Bank.	
11	PAN Number-(mandatory)	
12	Details of registration for payment of service tax/GSTIN No. (mandatory)	
13	Detailed description and value of works done (Proforma 1) and works on hand (Proforma 2)	
14	Details of Key Personnel Permanently employed (Proforma 3)	
15	Other infrastructural information to be used/referred for this project (Proforma 4)	
16	Furnish the names of –3- responsible persons along with their designation. Address, tel. No. etc. for whose organisation, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	
17	Whether any Civil Suit/litigation arisen in contracts executed/being executed during the last 10 years. If a yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	Attach separate sheet, if required.

18	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.	
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Proforma -1

a) LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS COSTING AS PER THE TECHNICAL CRITERIA MENTIONED ABOVE.

S. no.	Name of Client for work /Project with address.	Name & full postal address of the owner. Specify whether Govt. undertake ng along with name, address and contact numbers of –2- persons (Engineers & top officials of the organization)	Contract amount (Rs) (for consultancy work only) with copy of work order and completion n certificate from project in charge).	Starting date of Project	Date of completion of Project	Any other relevant information. Actual amount of project. If increased, give reasons.	Enclose client's certificate for satisfactory completion Date and No. Of Completion Certificate	No of Floors of building and Remarks
1	2	3	4	5	6	7	8	9

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
- For certificates, the issuing authority shall not be less than an Engineer /Department In charge.

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

Proforma – 2

LIST OF IMPORTANT WORKS IN HAND COSTING AS PER TECHNICAL CRITERIA MENTIONED ABOVE.

Sr. No.	Name of work/project with address.	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount with copy of Work Order from project in charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information.
1	2	3	4	5	6	7

Notes:-

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

Sign. & seal of the applicant

Proforma-3

S. No.	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled costing as per criteria above	Date from which employed in your organization	Indicate details of experience for similar projects
1.	Civil Engineer								
2.	Electrical Engineer								
3.	Mechanical Engineer								
4.	Supervisor								
5.	Others								

Proforma-4

List of Major office Equipment/ infrastructure in possession of the firm

S.No.	Name of office equipment	No.	Utilization	Any other information if any
1				
2				
3				
4				
5				
6				

Date and Place

Sign. & seal of the application

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

LETTER OF SUBMISSION FROM CONTRACTOR

To,
The General Manager
Bank of Baroda,
Zonal office, Bareilly.

RE: Furnishing of Bank of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

Dear Sir,

We refer to the tender invited by you for the execution of above-mentioned work. Having visited the Site and examined the Drawings, Conditions of Contract, technical specifications and Bill of Quantities. We offer to carry out and complete the whole of the work in conformity with Specification included in this Tender Documents.

We undertake to complete and deliver the field test, laboratory tests & reports within the time stated in the Appendix hereto.

We agree to keep the offer open for a period of 120 days from the date fixed for receiving the same. We understand that you are not bound to accept the lowest or any tender you may receive. We send your herewith tender duly filled and hereby agree to pay all charges of whatever nature connected with preparation, stamping and execution of the said contract. We agree not to employ 'Sub-Contractors' as per tender condition. Dated this _____ day of _____ 20____

Signature

(In the capacity Partner
/ Proprietor / Director)

Duly authorized to sign tenders for and on behalf of
(IN BLOCK CAPITALS)

Witness:

Signature _____

Name _____

Occupation _____

Address of _____

Tenderer _____

Names of the Partners of the
Firm or Directors of Contractors Company

Name(s) of the Bank(s) in which the Tenderer maintains an Account(s)

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

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1. NOTICE INVITING TENDER

To,
M/s. _____

Name of Work: - Furnishing of Bank of Baroda Swarojgar Vikas Sansthan (BSVS/RSETI) at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

EMPLOYER: M/S BANK OF BARODA.

Sealed tenders are invited from reputed contractors on behalf of our Employers, for the said above job.

1.1. Sealed tender - envelopes should be addressed to **The General Manager, Bank of Baroda, Zonal office, 129-D, Civil Lines, Bareilly** & should be super scribed "Tender for Construction of BSVS Building at Kunwarpur, Haldwani, Dist. Nainital" and should be sent to the office of **The General Manager, Bank of Baroda, Zonal office, Bareilly** at above mentioned address.

1.2. Tender documents consisting specifications, General Conditions, and Architectural drawings can be **downloaded from bank's website (www.bankofbaroda.co.in/tenders.asp)** free of cost. The tender documents shall be submitted in sealed envelopes duly super scribed as 'Technical Bid' for "Tender for Construction of BSVS Building at Kunwarpur, Haldwani, Dist. Nainital", **EMD of Rs. 30,000/- (Rupees Thirty Thousand only)** in form of **Demand Draft / Banker Cheque** in favour of Bank of Baroda payable at Bareilly should be kept in separate envelope. Tender document to be downloaded from bank's website.

1.3. *Tender submitted without EMD will be rejected.*

Kindly note for firms registered with MSME under the NSIC scheme as in the notification from Government of India are applicable for Waiver of EMD and Tender Document cost.

Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) and having single point registration are exempt from payment of EMD & Tender document fee to the extent of Monetary Limit stated in their Registration Certificate. In case the bid value exceeds the monetary limit, the bidder shall furnish EMD & tender cost for the difference. Such MSEs should also produce documentary evidence showing that the firm is registered with NSIC for the work tendered for. The bidder must submit certified copy of valid NSIC Registration Certificate/ Renewal Certificate. Photocopy of application for registration or for Renewal of NSIC will not acceptable. Such bidder, if Successful they have to submit security deposits (including ISD and EMD amount at the time of award of work).

1.4. *Tender should be dropped in Tender Box kept at Ground Floor, Bank of Baroda 129-D, Civil Lines, Bareilly.*

1.5. The Tenderer must obtain for himself on his own responsibility and at his own expenses all the information that may be necessary for the purpose of filling of this tender and before entering into a contract for execution of the same must scrutinize the drawings and inspect the site of work and acquaint himself with all local conditions & matter pertaining thereto.

1.6. Conditional Tenders will be rejected.

1.7. Each page of the tender documents is required to be signed by the person/duly authorized persons submitting the tender in token of his/their having acquainted himself/themselves with the general conditions etc. as laid down. Any tender with any of the documents not so endorsed may be rejected.

The tender forms must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender shall be considered invalid.

1.8. All erasures and alterations made while filling the tender must be attested by the initials of the tendered. Over writing of figures is not permitted. Failure to comply with either in any change in rates or conditions after submitting of the tender will not be entertained.

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

1.90 RATES:

The contractors should quote in figures as well as in words the rate and amount tendered by them. The amount for each item should be worked out and the requisite totals given.

Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. If on check there are differences between the rates quoted by the Contractor in words and in figures or in the amount worked out by him, the following procedure shall be followed for comparative evaluation of BOQ for finalization of L-1 for awarding work:

- A. When there is a difference between the rates in figures and in words, whichever corresponds to the amounts worked out by the contractor, shall be taken as correct.
- B. When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
- C. When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- D. When the rate is not quoted by contractor for any item, then maximum rate quoted by others contractor for that item shall be taken for evaluation and lowest rate quoted by other contractor for that item will be taken for award of work.

Rates quoted shall cover the provision of site laboratory for routine test as required by Engineer - in - Charge.

1.91 Rates quoted shall include that Contractor shall remove all stores, working yards, labour hutments after completion of work / instructed by Employer from time to time or before final payment. He will also clean all rubbish, debris, leveling filling if any so as to leave site in clean and tidy conditions for other works / contractors as directed by Engineer-in-charge.

Rates quoted shall include provision of all scaffolding, hoists, tackles and other planks, shuttering profiles and all other equipment generally required for proper execution of the work. Rates quoted shall also include to facilitate and arrange to fix Tang Bar/Security Gates etc for currency Chest. (Bank will provide at their cost Tang Bars, security Gates etc. to Contractor.)

Rates shall be inclusive of all taxes, GST, professional tax, royalties or any other taxes or levies etc. payable by the contractor and the employer will not entertain any claim whatsoever in this respect. The Contractor will pay the Labour Cess against each Running Account Bill as per applicable Laws of Government and would submit the proof of deposit to the bank. However if there is any change in the GST structure by the government after the date of submission of tender the same will be applied on prorata basic.

1.92 Trade tax, VAT, turnover tax, GST or any other tax on material in respect of this contract shall be payable by the contractor and Employer will not entertain any claim whatsoever in this respect. In the event of non-payment /defaulting in payment of any octroi, royalty, cess, Trade tax, custom, excise or any other levy / tax including labour dues and P.F. etc. by the contractor, the Employer reserves the right to withhold the dues /payments and make payments to the Local / State /Central Govt. Authorities or to labourers as may be applicable.

1.93 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the items.

1.94 The quoted rates shall be for all heights, lifts, leads and depth except where otherwise specified in the item of work.

1.95 The rates quoted by the contractor shall cover the cost of all loading, transporting to site, unloading, storing under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue

1.96 The contractor is bound by the rates he quotes for the various items irrespective of quantities mentioned in the tender. No extra amount will be paid due to variation; alteration, omissions, modifications of the quantities put to tender, unless it has been specifically agreed by Owner / Architect.

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

1.97 The rates quoted shall be inclusive of establishing the labour camps outside the premises.

1.98 The Contractor shall construct, operate and maintain crèche for labourer's children and Sulabh Shauchalaya for laborers at his own risk and cost. Nothing extra shall be payable on this account.

The owner reserves the right to reduce or increase the scope of work and to order for any item or group of work or split the work between 2 or more sub-contractors, if necessary. Such step shall not constitute a breach of contract, and nothing extra shall be payable on this account.

1.10. Earnest money deposit (EMD):-

1.11.1. Tenderer shall deposit an amount of **Rs. 30,000/- (Rupees Thirty Thousand only)** in the form of Bank Demand Draft / Banker Cheque payable at Bareilly drawn on any Scheduled Bank, in favour of BANK OF BARODA along with the Technical Bid papers in separate envelope along with Tender. OR Tenderer shall submit the certificate of their companies' NSIC/MSME registration for exemption of EMD.

1.11.2. Initial Security Deposit:-

The successful Tenderer to whom the contract is awarded shall deposit as Initial Security Deposit through Demand Draft/ Banker Cheque/ FDR a sum to make up 2% of the value of accepted tender after the appropriation of the Earnest Money deposited by him along with Tender. The successful Tenderer shall pay Initial Security Deposit within 15 days after receiving the letter of acceptance of his Tender.

1.11.3. Retention Money:-

Apart from the Initial Security Deposit to be made by the contractors as aforesaid, the Retention Money shall be deducted from Progressive Running Account Bills at 8% of the gross value of the work done and claimed in each Running Account bill provided that the total Security Deposit i.e. the Initial Security Deposit amount + the Retention amount shall both together not exceed 5% of the Contract price as determined after considering all variations as approved. FDR in name of Bank of Baroda, BAREILLY of equivalent amount may be deposited in lieu of ISD & Retention Money by the Contractor/Bidder.

1.12. Within ten days of the receipt of intimation from the Architect/ EMPLOYER of the acceptance of tender, the successful Tenderer shall be bound to implement the contract by signing agreement in accordance with the Terms & Conditions of the contract attached therewith, on the written acceptance by the employer and the person so tendering, whether such formal contract is subsequently entered into/or not.

1.13. All the compensation of other sums of money payable by the contractor to the Employers under the terms of this contract may be deducted from the Security Deposit or from any sums that may become due to the contractor on any account whatsoever in the event of the Security Deposit being reduced by reason of any such deduction; the contractor shall within 15 days of being asked to do so make good by Demand Draft any such sums which may have been deducted from the security deposit.

1.14. Unless otherwise agreed or stipulated in this tender, Employers are not concerned with any rise or fall in the prices of any materials or labour. The rates quoted shall include all costs, allowances, excise, duties, sales tax, central taxes, VAT or any other taxes/GST, **octroi** or any other charges including any enhanced labour rates etc. which may be enacted from time to time by the State and/or the Central Government and shall remain valid till Virtual Completion of the work. Under no circumstances shall Employer be held responsible for compensation or loss to the contractor due to any increase in the cost of labour and/or material etc.

1.15. The tenderer should thoroughly study works, conditions of contract, relevant specifications and rates quoted should cover cost of executing the items as per the relevant specification.

1.16. The tender drawings have been included in the tender document for general guidance of the contractor for basic reference and evaluation at our office. Detailed working drawings, details of construction features etc. shall be supplied from time to time for execution of works, which shall be deemed to be with provision of contract and scope of work.

1.17. The tender shall remain valid for acceptance for a period of 120 days from date of opening the tender.

1.18. **Escalation for Material & Labour-** Rates and amount quoted will be firm till the handing over of completed/constructed building/site after completion of work. The decision of the Bank in this regard shall be final and binding on contractor. Contractor will not raise this issue on any forum viz Arbitration, Court, etc

1.19. Employers do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reasons whatsoever for doing so.

1.20. Tender document in which tender is submitted by a Tenderer shall become the property of the Employer and the Employer shall have no obligation to return the same to the Tenderer.

1.21. Tenders not giving the full particulars as mentioned above or as called for in the special Conditions or not complying with any of the conditions set forth above or therein are liable to summarily rejection. For any clarification of technical details you may contact **Mr. Sumit Agarwal, M/s ARCON, Phone no. 0581-2302222, 9837095138**. Regarding location and inspection of the project site the Tenderer / Bidder may contact Mr. Dhananhay Jaiswal (Sr. Manager), Zonal office, Bareilly (Mob-8477009117, 7071970443, 7080221188).

1.22 Site address is: Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

1.23. INSTRUCTIONS TO TENDERER

Tenders must be submitted in sealed envelopes marked "**Tender For Furnishing of Bank Of Baroda Swarojgar Vikas Sansthan, at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.**" and addressed to "**The General Manager, Zonal Office, 129-D, Civil Lines, Bareilly**" and be submitted in the Zonal Office at the address above mentioned on or **before 1500hrs on Date 07.02.2025**.

The tenders will be opened at 15:30 hrs. on the same day in the presence of the available Tenderer or their authorized representatives.

2.1. Any tender delivered or sent otherwise will be at the risk of the Tenderer.

2.2. The Employer reserves the right to postpone the date for presentation of tenders and will give timely notice of any such postponement to the prospective Tenderer.

2.3. The following tenders are liable to rejection:-

- i. Tender forms containing "over written" or "erased" rate or rates and amount shown in "figures and "words" in English.
- ii. Tender quoting rates on units different from those prescribed in the schedules.
- iii. Tender containing clerical or arithmetical mistakes.
- iv. Tender which omits a quotation on one or more of the items in the schedule.
- v. Tender which is incomplete, obscure or irregular.
- vi. Tender with rates which are obviously unbalanced.
- vii. Tender in respect of which any request from the Tenderer is received in of additions, alterations, modifications, corrections, etc., of the term conditions or rates after opening of tenders.
- viii. Tender in respect of which canvassing in any form is resorted to by the Tenderer
- ix. Tender received after the time and date specified above even if due to pay or other Delays.

2.4. If the Tenderer deliberately gives wrong information in his tender or circumstances for the acceptance of his tender the Employer reserves the right to reject such tender at any stage.

2.5. If a Tenderer seeks to clarify his quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item descriptions, contract clause etc., will, however, be entertained. Other clarifications may be considered. The contents of a covering letter sent along with the tender will be considered as part of the quotation. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of this condition will be added for comparative evaluation of tenders.

2.6. By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates, which shall include cost of materials with taxes, Octroi, VAT

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and other duties, lead, lift, loading and unloading freight for materials, and all other charges including the furnishing of all plant, equipment, tools, scaffolding and other facilities and services necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Architect. The TDS amount on prevailing rate and work contract tax/VAT etc. shall be deducted from Contractor's Running Account / Final bills and paid to the Government. Necessary Certificates shall be issued to the Tenderer by the Bank.

2.7. Contractor to coordinate and assist the Architect/consultant in obtaining all statutory approvals including local authority or state authority in force. Any expenses incurred in obtaining such approvals are deemed included in the rates quoted by the Contractors. The contractor shall start work after obtaining all requisite NOC's from departments and approval from local authority.

2.8. The successful Tenderer shall make his own arrangements for all materials except as specified in the contract if any.

2.9. The quantities shown if any in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.

2.10. Each tender shall be signed by the Tenderer with his usual signature. Tender by partnership or Hindu joint family firm may be signed in the firm's name by one of the partners or the Karta or Manager as the case may be or any other duly authorized representative followed by the name and designation of the persons so signing. A tested copy of the Partnership Deed must accompany the tender of any Partnership firm. Tenders by a Company shall be signed with the name of the Company by a person authorized in this behalf and a Power of Attorney or other satisfactory proof showing that the person signing the tender document on behalf of the Company is duly authorized to do so, shall accompany the tender. The Employer will not be bound by any Power of Attorney granted by the Tenderer contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the Contractor.

2.9.1. With their quotations the Tenderer shall sign all schedules, specifications, special conditions, etc, in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.

2.9.2. Signature of the Tenderer shall be attested by the signature and address in English of two responsible individuals who shall be persons of status, and their address, names, occupations shall be stated below their signatures.

2.9.3. deleted

2.10. Tenderer must also submit with the tender, Copies of testimony also with registration, their experience, and satisfy the ARCON / Bank regarding the following points if and when called upon to do so:-

2.10.1. His position as an independent contractor or as the properly accredited of a responsible firm, in proof of which he must produce the requisite registered Power of Attorney and the expressed authority from the same firm to accept as its agent.

2.10.2. His ability, either as Principal or Agent to undertake and carry out the satisfactorily vouched for either by a responsible firm or an official.

2.10.3. His ability to supervise his work personally, or in the event of ill-health authorized absence there from, to employ a competent and responsible agent who is specially named and approved beforehand.

2.11. If a Tenderer expires after the submission of his tender or after the acceptance of his tender the Employer may deem such tender as cancelled. If a partner of a firm expires after the submission of their tender, the Employer may deem such tender as cancelled the firm retains its character.

2.12. If the Tenderer has a relative employed in any capacity in Arcon. he shall inform the authority calling for tenders of the fact when submitting his tender, failing which his contract may be rescinded, if the fact subsequently comes to, he shall be liable to make good to the Employer any loss or damage from such cancellation to the like extent provided in the case of cancellation under clause of General Conditions of Contract.

2.13. No contract work, however petty, may be carried out except under or in accordance with a duly executed agreement or on a special written authority from authorized officer of the Employer.

2.14. No agreement is valid unless signed by the Contractor or his duly authorized agent and by a competent person on behalf of the Employer.

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2.15. Details of drawings will be supplied with the Tender documents for the work may be seen in the office of ARCON / Bank during office hours.

2.16. The Form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule and the rates and amounts accepted against the items of the Tender Schedule together with the Tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the issue of the Letter of intent and the Letter of Intent awarding the work shall form the contract.

2.17. If there is any conflict between any of the provisions in the Special Conditions and those in any of the other documents referred, the provisions in the Special Conditions shall prevail.

2.18. If there be any difference between the description in the Specification, drawings and the works items in the Tender Schedule, the order of precedence shall be as under: a) B.O.Q. b) Tender Drawings c) Technical Specifications. Relevant I S Code/ NBC shall be followed wherever not specified/covered in this tender.

2.19.

2.19.1. Acceptance of the tender will be intimated to the successful Tenderer through a letter of acceptance. The Contractor shall then be required to execute an Agreement within the time specified in the letter of acceptance. In the event of failure on the part of the Contractor to sign the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

2.19.2. The forfeiture of Earnest Money is to be considered as covering all losses, and liquidated damages notwithstanding any other provisions envisaged for losses, or penalties implied in the provisions of the contract.

2. MODEL ARTICLES OF AGREEMENT

Articles of Agreement made this -----day between Bank of Baroda (hereinafter called 'The Employer') of the one part and M/s----- (hereinafter called 'The Contractor') of the other part.

1.1 Whereas The Employer' desires to engage one contracting agency for Furnishing and Air Conditioning works for construction, as per Drawings /Designs, BOQ etc.

1.2 The term 'Architect' in the said conditions shall mean the said Arcon, Bareilly and shall include their successors and assignees or in the event of its being wound up/dissolved/liquidated or ceasing to be the architect for the purpose by the employer, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Arbitrator, mentioned in the said conditions provided always that no person subsequently appointed to be entitled to disregard or overrule any previous decisions or approvals or directions given or expressed by the Architect for the time being.

1.3 In response to the tenders invited by Employer / Architect, the Contractor have inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and nature of the site and local conditions, quantities nature and magnitude of work, the availability of labour and material necessary for the execution of work, the means of access to work site, the supply of power and water thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.

1.4 The following documents annexed hereto shall form the integral part of this agreement as if these were fully incorporated herein and this Agreement together with all its Annexure are hereinafter referred to as the Contract.

1.4.1 Executed Tender copy

1.4.2 Initial Security Deposit of 2% of Contract Amount including EMD of Rs. 30,000/-

1.4.3 Performance bank guarantee of 5% of Contract Amount

1.4.4 Minutes of Meeting dated ____ bearing no _____

1.4.5 Letter of Intent no.

1.5 The Employer has accepted the offer of the Contractor and the Contractor has agreed to execute the said works, subject to the terms and conditions contained herein and those referred in para 1.5 above for the provision and the execution of the works mentioned in the Contract to an amount of Rs _____ (inclusive of all Taxes)

NOW THESE PRESENTS WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS

1.6 The Contractors shall provide, execute and complete all the works mentioned in the Contract and shall do and perform all other acts and things mentioned or described in the Contract or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract. Rates are firmed up to handing over of completed building from date of commencement of work. If any delay in completion of works due to any reason then no escalation will be paid by Bank on work done and measured.

1.7 It has been understood by the parties hereto that the Employer will have right to make reasonable changes in the drawings and designs during the progress of the works without prejudice to the Contract. Notwithstanding anything to the contrary contained in any of the Annexure hereto the Contractors shall commence the work as per point of letter of intent dated and shall complete the same on or before 06 months and the time shall be the essence of the Contract. In consideration of the due provision, execution and completion of all the works, in terms of the Contract the Employer does hereby agree with the Contractors that the

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Employer will pay to the Contractors the respective amounts for the work actually done by them and approved by the Employer. Such payments shall be made at such time and in such a manner as provided for in the Contract.

1.8.1 The Contractors do hereby agree to pay such sums as may be due to the Employer for the service rendered or material supplied by the Employer to the Contractors as set out in the Contract.

1.8.2 The contractors do hereby agree that the amount of liquidated damages specified conditions of contract/special conditions of contract represents a genuine and fair estimate of the loss likely to be suffered by the Employer in the event of the works not being completed in time.

1.9 It is specifically and distinctly understood and agreed between the Employer and the Contractors that the Contractors shall have no right, title or interest in the site made available by the Employer for the execution of the work or in the building, structures or works executed on the said site by the Contractors in the goods articles, materials etc brought on the said site (Unless the same specifically belongs to the Contractors) and the Contractors shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the Employer shall have an absolute and unfettered right to take full possession of the site and to remove the Contractors, their servants, agents and materials belonging to the Contractors lying in the site.

1.10 The Contractors and its agent/servants/workers/employees shall be allowed to enter upon the site for execution of the works only for the purpose of executing the contract work and shall not have any claim, right title or interest in the site or the structures erected thereon and shall not enter upon the site of construction for any other purpose without assigning any reason thereof.

In Witness WHEREOF the parties have executed these presents of the day and the year first above written.

Signed and delivered for and on
Behalf of Employer

Signed and delivered for
and on behalf of Contractor

Witnesses

Witnesses

1. _____

1. _____

2. _____

2. _____

3. **FORM OF OFFER - ANNEXURE 1**

To
The General Manager
Bank of Baroda,
Zonal Office, 129-D,
Civil Lines. Bareilly- 243001.

**Subject : Tender For Furnishing of Bank of Baroda Swarojgar Vikas Sansthan, at
Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.**

Sir,

2.1. Having visited the site and examined the Drawings, format bank guarantee for bid offer security, form bank guarantee for advance payment, technical specifications for Construction of Regional Office Building, bill of quantities / schedule of rates, for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said Drawings in this tender Document or such other sum as may be ascertained in accordance with the said Conditions of Contract.

2.2. We undertake to complete and deliver all the works comprised in the contract within the time stated in the Appendix and Annexure I here to.

2.3. We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the works not being completed in time.

2.4. If our Tender is accepted, we will, when required, obtain the guarantees in approved format from a Bank (to be approved by you) to be jointly and severally bound with us in the sum named in the Appendix hereto for the due performance of the Contract under the terms of a Bond to be approved by you.

2.5. We agree to abide by this Tender for the period of three months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expire of the period or any extended period thereof.

2.6. Unless and until a formal Agreement is prepared and executed this Tender together with your written Acceptance thereof shall constitute a binding Contract between us.

2.7. We agree and that if our Tender is accepted, we are to be jointly and severally responsible for the due performance of the Contract.

2.8. We reserve stand that you are not bound to accept the lowest or any tender you may receive, or you may regret on your tender without assuring any terms.

Dated ____ day of _____ 20__

Signature in the capacity of duly authorized to sign tenders for an on behalf of

(IN BLOCK CAPITALS)

WITNESS:

Signature Address of

Tender

Name Occupation

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4. APPENDIX TO FORM OF OFFER - ANNEXURE 1

Sr. No.	Description of Work:	Furnishing of Bank Of Baroda Swarojgar Vikas Sansthan admeasuring built up area 9498 sqft approx, at_Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand (Civil, Sanitary, Electric and allied works)
1.	Name of Employer	BANK OF BARODA
2.	Time allowed for execution of work	09 Months
3.	Cost of Tender Document	Can be downloaded from bank's website www.bankofbaroda.co.in/tenders.asp .. No tender cost is required to be submitted.
4.	Availability of Tender Document on Bank's website	_____ to _____ up to 1500 hrs. can be downloaded from Bank's website free of cost.
4A	Pre-Bid Meeting	_____ at 03.30PM at Zonal Office, Bareilly. After that no clarification will be entertained.
5.	Last date and time of receipt of Tender Document	_____ till 1500 hrs.
6.	Date and time of opening of Tender Documents	_____ at 1530 hrs. at Zonal Office, Bank of Baroda,, 129-D, Civil Lines, Bareilly- 243001.
7.	Earnest Money	Rs. 2,11,000/- in the form of DD/BC in favour of Bank of Baroda payable at Bareilly. Companies registered under NSIC/MSME shall be considered for exemption of the same , they must attach their valid registration certificate for the same.
8.	Validity of the Tender	120 days from the date of submission / as may be extended.
9.	Retention Money	8% of gross value of work in Running bills to a maximum of Balance Security Deposit.
10.	Period of Commencement	7 days from the date of work order or the date of instruction for taking possession of site, whichever is later.
11.	Amount of liquidated damages for delay.	1 % of the Contract value per week subject to maximum of 5% of contract value.
12.	Defects liability period.	12 months from the date of virtual completion certificate issued by Architect/Bank.
13.	Interval of interim bills.	Every 1.5 month/ as per minimum bill amount whichever is later
14.	Minimum Gross Amount of Interim Bill.	Rs. 35 Lacs (Rs. Thirty Five Lacs)
15.	Period of certification of interim bills by Architect	15 working days after submission of Bill along with measurement sheets by Contractor
16.	Time within which payment to be made after certificate.	75% of the net payment to be released within 15 working days from date of receipt of Architect's certificate. Balance 25% to be released after 20 working days from the date of receipt of Architect's Certificate. No interest is payable on any delayed payment in any circumstances by Bank whatsoever reason.
17.	Secured Advance against supply of material on site	75% of basic cost or 60% of item rate whichever is less. Secured advance will be given over cement, steel tile and non-perishable items only.

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18.	Performance Guarantee (Bank Guarantee - Non Perishable)	Performance Guarantee: 5% of Contract Amount to be submitted as Bank Guarantee/ FDR (in joint name with Bank as the first party) within 28 days of receipt of Letter of Award (valid up to completion period of the contract/extended period if permitted). No extra charge is payable on extension of BG by Bank. This Performance Guarantee shall be refunded within 14 days of the issue of Defect Liability Certificate/Virtual completion Certificate (Taking Over Certificate with a list of Defects).
19.	Escalation for Material & Labour & work	No escalation/PVA is applicable .The Rates will be remain firm till handing over the site/completed building from date of commencement of work.
20.	Release of Total Security Deposit (EMD, ISD & Retention Money) :-	“50% of the Total Security Deposit (EMD,ISD& Retention Money) shall be refunded to the contractor on”: i) Issue of Virtual Completion Certificate by the Architects. ii) Contractor’s removal of his materials, equipment, labour force, temporary sheds/ stores etc. from the site, (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank.). The remaining 50% of the amount shall be refunded 14(fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance.
21.	Insurance	CAR Policy (in joint name with Bank as the first party) within 28 days of receipt of Letter of Award (valid up to completion period of the contract/extended period if permitted).Details of Policies is given in annexure. No extra charge is payable on extension of Insurance by Bank.

5. SPECIAL NOTE & CONDITIONS OF CONTRACT – ANNEXURE 2

Name of Work: **Furnishing of Bank of Baroda Swarojgar Vikas Sansthan, at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.**

EMPLOYER: BANK OF BARODA.

2.9. General:

2.9.1. Site Address- Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

2.9.2. Project Architect- Mr. Sumit Agarwal (M/s ARCON), Bareilly.

2.9.3. Independent External Monitor- Mr. Harishwar Dayal, H-2, Lawyers Colony, Bypass Road, Agra-282005 (appointed by Central Vigilance Commission).

2.9.4. Brief Scope of Work

1. Furnishing Works
2. Air-Conditioning Works

Any other work not listed above but is part of the tender BOQ

2. The other agencies if appointed for other trade during the progress of work, the contractor shall work in close coordination and co-operation to complete the project under the guidance / instruction of in charge/Architect.

3. Program shall be well coordinated through In charge/Architect for various activities in completing the work on schedule.

2.9.4. The payment shall be made as per actual execution of works.

2.9.5. All works are to be completed in **09 (Nine) Months'** time.

2.9.6. All or any extra work involved shall be got approved in writing from the Architect/EMPLOYER before executing the same.

2.9.7. The contracted rate shall be inclusive of State/Central Sales Tax, Turnover Tax, Works Contract Tax, VAT and other Taxes, levies applicable during construction period and completion of the work.

2.9.8. Contractor shall extend all sorts of help within his purview including scaffolding materials (free of cost) and labourers (chargeable basis) to other agencies working simultaneously in the same project.

2.9.9. **The contractor shall at his own cost arrange to obtain temporary electric supply from local electricity board authorities and shall bear all cost (deposit for temporary supply) miscellaneous charges & consumption charges during the construction period and up to the stage of handing over the site, it shall be borne by the contractor. If electricity is available and supplied by Bank then it will be charged @ 0.50% on work and shall be recovered from RA Bills.**

2.9.10. **Water connection shall be arranged by contractor at his own cost. Consumption charges during the construction and up to the stage of handing over of the site shall be borne by the contractor. . If it is available and supplied by Bank then @ 0.50% on work shall be recovered from Bill.**

In the event of necessity of water by tankers, electricity by generators, the same shall be arranged by the contractor at his cost for the purpose of construction and consumption etc. and the same shall not be payable by the EMPLOYER.

2.9.11. Contractor shall at his own cost construct temporary cement and material storage godown, site office and temporary separate bath/WC for Architect's/PMC'S staff and for his site labourers' use at his cost, including demolition and clearance after completion of work. Contractor shall restrict his facilities within the said area.

2.10. **Insurance:** - On commencement for the work.

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The contractor shall take out Insurance policy as per Annexure covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till the virtual completion and defect liability period is over. For electric work EAR Policy be considered.

The contractor shall take out and submit to the Architect and EMPLOYER, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be as per terms given in relevant annexure in respect of any one accident or series of accidents arising out of one even or Rs. 35 Lakh in respect of any persons or Rs.15 Lakh in respect of any passer-by (The policy shall be kept valid, till completion/handing over to the Employers whichever is later). **Bank will not pay any sum for renewal of Insurance on account of extension of completion time in any circumstances.**

The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation / Janata Policy as per requirements. The policy shall be kept valid till final completion of work.

Necessary PF & ESI contribution of contractor's labours will have to be paid by contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk. (Also refer clause no.23 of GCC)

In Respect of Damage to Person and Property:-

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

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

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

Against third party risks:-

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

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

CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

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

2.11. The defect liability period shall be as mentioned in appendix to condition of contract, annexed to this document

2.12. *Contractor shall appoint as approved by the Architect and maintain a full time, qualified and experienced Civil Engineer(minimum experience 2yrs.) or Civil Diploma Engineer(minimum experience 4yrs.) also having exposure to electric works" on site of works*

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2.13. EMPLOYER and Architect have got right to appoint separate contracting agencies for (1) Furnishing, (2) Air Conditioning works.

2.14. In the event of work being split between the agencies like Furnishing/Air-Conditioning Works etc. The Contractor for Furnishing work shall provide all co-operation, liaison / coordination and relevant scaffolding etc. to the other sub agencies appointed like lift, installation, by the Employers and the rate of the Furnishing contractor shall be covered to be inclusive of such co-ordination, assistance etc. to be provided to the other agencies.

2.15. Total security deposit

The total Security Deposit shall comprise

- a) Earnest Money Deposit.
- b) Initial Security Deposit.
- c) Retention Money

Earnest money deposit (EMD):-

Tenderer shall deposit an amount of **Rs. 2,11,000 (Rs. Two Lacs and Eleven Thousand Only)** in the form of Bank Demand Draft / Banker Cheque drawn on any nationalized Bank , in favour of M/S BANK OF BARODA along with the Technical bid. No interest on Earnest Money Deposited by the tenderer shall be paid. Tenders submitted without Earnest Money Deposit along with the technical bid shall not be considered. The EMD of the unsuccessful Tenderer will be refunded within a reasonable period of time after the decision to award the work is taken. The EMD 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 Employer, or if, the tender is accepted, the Contractor fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time.

Initial Security Deposit

The successful tenderer to whom the contract is awarded shall deposit as Initial Security Deposit by bank demand draft/FDR a sum to make up 2% of the value of accepted tender after the appropriation of the Earnest Money deposited by him. The successful Tenderer shall pay Initial Security Deposit within 15 days after receiving the letter of acceptance of his Tender. 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 noncompliance with the conditions of the Contract.

Retention Money

Apart from the Initial Security Deposit to be made by the contractors as aforesaid, the Retention Money shall be deducted from Progressive Running Account Bills at 8% of the gross value of the work done and claimed in each Running Account bill. Provided that the total Security Deposit i.e. the Initial Security Deposit amount + the Retention amount shall both together not exceed 5% of the Contract price as determined after considering all variations as approved. On Virtual Completion of the job and on the contractors submitting to the PMC, the as- built drawings, the PMC shall declare the job to be virtually complete, endorsed by the Project Architects and accepted by the Employer and upon this an amount equivalent to 50% of the total security deposit will be refunded to the contractors and balance shall be retained by the Employers till the end of the Defects Liability Period and the contractors shall have option to have the balance Retention Money replaced by Bank Guarantee which shall be valid till the end of Defects Liability Period and the same shall be released only upon successful completion of the Defects Liability Period and on finalizing the Final bill. Performance Bank Guarantee of 5% amount should be valid till completion of project with 30 days grace Period. Any extension required due to delay in completion, contractor will bear all expenses and Bank will not entertain any claim in this regard. If the Contractors do not carry out the rectification work during the Defects Liability Period, the Employer 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 money so retained.

2.16. Value of all interim bills shall be minimum Rs. 20 Lakhs (Rs. Twenty Lakhs). 75% of the net payment to be released within 15 working days on date of receipt of Architect's certificate. Balance 25% to be released after 20 working days from the date of receipt of Architect's certificate. The Architects shall endorse the bill certified by the PMC to enable the Employers in releasing the payment.

2.17. The Architect/PMC shall have power to withhold any certificate, if the works or any parts thereof are not carried out to the satisfaction. The Architect/PMC may revise any certificate; make any correction in any previous certificates, which have been issued by him.

2.18. All respective contract rates under various works include rents, deposits, premiums and other cost of transport, hiring loading and unloading, of all material including all type of taxes, testing charges, Octroi charges, wastages and damages etc and the same shall be borne by the contractors only.

2.19. The contractor shall appoint/retain at their own cost, licensed plumbers who shall work out and prepare and submit to Architect through PMC if any necessary shop drawing details for all plumbing, sanitation, drainage, works and shall take approval of the architect/PMC before execution of all such works.

2.20. The Employers reserve their right of adding, altering or deleting any items form the scope of the contractor works for which no compensation of whatsoever type will be paid to the contractor. This shall also include the profits and over heads or any other claims by the contractors.

2.21. Time shall be the essence of the contract and the decision of the architect/PMC and/or the employer in the matter of date of start, suspension and completion of the work shall be final and binding upon the contractor.

2.22. Security/Watchman:-The Contractor shall maintain at his cost at least two persons, 24 hours/watchman/security system or watch and ward of materials/property works and shall not allow any unauthorized persons to encounter the premises/building and failure of the same, the contractor shall be held liable for all costs & damages.

2.23. Contractor will obtain NOC for electric installation (Viz-Transformer, DG Set, etc), required electric load sanction for Building from Govt. Authorities, Vidyut Suraksha Mahanidesalya, etc. Contractor will also obtain Fire/statutory NOC from Govt Fire Deptt. , etc. The statuary fee/receipt will be reimbursed by Bank to Contractor on production of Govt receipt copies. The other expenditure, if any, on part of liasoning etc with Govt Authorities shall be borne by Contractor them self.

2.24. Contractor will also assist Architect in obtaining Pre-Construction Approvals and Completion Certificate from local Authorities.

2.25. Addenda

Addenda to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms.

Each addendum issued by the Architect will be distributed to the bidders who have been issued the tender documents for bidding. Each bidder shall submit the same along with his tender. All addenda issued by the Architects shall become part of Tender Document.

3. **Technical audit-** The work is liable to be technically audited by the chief technical examiner of the Central Vigilance Commission, GOI, from time to time. Any defects, improvements or testing etc, pointed out by the CTEO, CVC, should be carried out by the contractor at his/their own cost and any deduction suggested by the CTEO shall be affected. The employer shall have right to cause technical examination and audit of works and the final bills of the contractor/s including all the supporting vouchers, abstract, etch to be made at the time of payment of the final bill. If as result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by contractor under the contract the contractor shall liable to return the amount of over payment and it will be due to him/them and in any other manner legally permissible and it is found that contractor was paid less than what was due to him/them under the contract in respect of any work, executed by him/them under the contract, the amount of such under payment shall be duly paid by employer.

GENERAL CONDITIONS OF CONTRACT – ANNEXURE 3

Name of Work: Furnishing of Bank of Baroda Swarojgar Vikas Sansthan, at Kunwarpur, Haldwani, Dist. Nainital, Uttarakhand.

Employer: M/s. BANK OF BARODA

1. Definitions and Interpretations:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise required: -

“EMPLOYER/CLIENT” means M/S. BANK OF BARODA BAREILLY and shall include his/their heirs, legal representatives, assignees and successors.

“CONTRACTOR” shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the persons, comprising such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or company.

“ARCHITECT” shall mean Arcon.(having their office at Shri Kailasham, 714, Janakpuri, Bareilly-243001 ph- 9837095138,0581-2302222.) engaged by the Bank Of Baroda to act as Architect for the purpose of the contract and shall include his/their heirs, legal representatives, assignees and successors.

“CONSULTING ENGINEER” means Sub-Consultant retained by the Architect or Employer for designing of Structural /ELECTRICAL/MECHANICAL /Sanitary and Plumbing works includes his/their heirs, legal representatives, assignees and successors.

“CONTRACT” means the documents forming the tender and acceptance thereof together with documents referred to therein or individual works orders in the case of terms of contracts including the General Conditions of Contract, Special Conditions, the Appendix, Bill of Quantities, Schedule of rates and prices or the rates quoted on lump sum basis, scope of work in case of lump sum contract, Specifications, Drawings and the Contract Agreement if completed and all these documents correspondence prior or letter of intent awarding the work as applicable taken together shall be deemed to form to Contract and shall be complementary to one another.

“CONTRACT PRICE” means the sum named in the letter of acceptance or the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained in the contract.

i) “WORK” Works means all the works specified or set forth and required in and by the said specifications, drawings and schedule hereto annexed or to be implied there from and shall include both permanent works and temporary works, whether original, altered, substituted or additional, to be executed in accordance with the contract.

ii) “PERMANENT WORKS” means the permanent works to be executed and maintained in accordance with the contract.

(iii) “TEMPORARY WORKS” means all temporary works of every kind (other than Contractor’s Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

“SPECIFICATION” means the specification referred to the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Architect.

“DRAWINGS” means the drawings, maps, plans & tracings or prints there of or referred in the contract, any modification of such drawings approved in writing by the Architect and such other drawings as may from time to time be furnished or approved in writing by the Architect.

“SITE” shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

“NOTICE” in writing or written notice means a notice in writing typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

“APPROVED” means approved in writing including subsequent written confirmation of previous verbal approval and “Approval” means approved in writing including as aforesaid.

“MONTH” means month according to Gregorian calendar.

“SCHEDULE BANK” means bank included in the second schedule to the Reserve Bank of India Act, 1934.

“SUB CONTRACTOR” means any person, firm or corporation having a contract for the execution of a part or parts of the work included in the contract and a person, firm or corporation furnishing materials called for in the contract and worked to a special design according to the specifications.

“VIRTUAL COMPLETION” means that the constructions of works specified are of the works is sufficiently completed in accordance with the contract, as modified by any changed or variation orders agreed to by the parties so that the Employer can occupy the same for the use it was intended.

“CONTRACT PERIOD” means the accepted period of consecutive days stated on the Form of Tender starting from the Architect or Employer’s order to commence the work.

“ACT OF INSOLVENCY” means any act of Insolvency defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.

“THE DATE OF COMPLETION” is the date or dates for completion of the work or works or any part of the works set out or ascertained in accordance with the individual works orders and the tender documents or any subsequent amendments thereto

“SINGULAR AND PLURAL” words importing persons include firms and corporations, words importing the singular party only also include the plural and vice versa where the context requires.

2. Project Management Consultant (PMC): -

The Project Management Consultant appointed by the Employer shall supervise the works and to test any materials to be used in the works. The contractor shall afford the Project Management Consultants every facility and assistance for examining the works and materials and checking and measuring works and materials. Contractor will provide space at his site office and necessary infrastructure for performing duties of PMC job to PMC.

Architect ARCON. is also appointed as PMC for the Project.

3. Duties and Powers of Project Management consultant: -

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

Wherever it is mandatory by law, that the PMC appointed by the Employers shall be registered with the Local Municipal Corporation as Supervisor, the incumbent so selected shall so forthwith show his registration with Municipal Corporation.

The Contractor shall afford and provide every facility and assistance for examining the works and materials and checking and measuring time and materials etc to PMC. The PMC shall have no power to revoke, alter, enlarge or relax any requirements of

this contract or to sanction any day work, additions, alterations, deviations or omissions unless such an authority may be confirmed by written order of the employer.

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

The PMC shall have the power to give notice to the Contractor or his Engineer-In-Charge, about the no approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architects/ Structural Consultant/ Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Architects/ PMC/ Structural Consultant as the case may be.

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

4. Scope of Contract:

The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Architect/Employer. The Architect may in his absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to:

The variation or modification of the design, quality or quantity of works or the additions or omissions or substitutions of any work.

Any discrepancy in the drawings and/or drawings and/or specifications.

The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereafter.

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

The dismissal from the works of any person employed thereupon.

The opening up for inspection of any work covered up.

The amending and making good of any defects.

Removal of improper works and materials.

Assignment and subletting.

The Employer shall have a right to delete or reduce any scope of work or any item from the contract and contractor shall not make any extra claim on this count Postponement of any work to be executed under the provision of the contract. The contractor shall forthwith comply with and duly execute any work comprised in such Architect's/Employer's Instructions, directions and explanations given to the Contractor or his representative. If instructions, directions upon the works by the Architect/Employer shall, if involving a variation be confirmed in writing by the Contractor, within 7 days and if not dissented in writing within a further 7 days by the Architect/Employer, such instructions shall be deemed to be the "Employer/Architect's Instructions" within the scope of the contract. If compliance with these instructions as aforesaid involves work and/or expenses and/or loss beyond that contemplated by the contract, then, unless the same were issued. If the Contractor fails to comply with the Employer/Architect's instructions within a fortnight after the receipt of written notice from the Employer/Architect requiring compliance with such instructions, the Employer, through the Architects, may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions. For the purpose of entering day to day instructions by the Employer/Architect/PMC, the Contractor shall maintain at his own cost, a 'Site Instructions Book' in quadruplicate in which the

instructions shall be entered by Employer/Architect/PMC. 'Instructions' to the Contractor shall be generally issued through PMC/Architect. However Employer, for the sake of urgency as a result of inspection, may issue instructions directly with the knowledge of the Architects who should ratify the same promptly.

5. Drawings and Specifications:

The Work shall be carried out to the entire satisfaction of the Employer/ Architects or their Consultants and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the Architect/ Structural Consultant and in accordance with such written instructions, directions and explanation as may from time to time be given by the Employer/ Architect/ Structural Consultant whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties. No drawing shall be taken as in itself an order for execution unless, in addition to the Architect /Structural Consultant's signature, it bears express words stating remark "VALID FOR CONSTRUCTION". No claim for payment for extra works shall be allowed unless the said work shall have been executed under the provisions of clause 9 (Authorities, Notices, Patent Rights and Royalties) or by the authorities directions in writing of the Consultant as herein mentioned. One complete set of the drawings, certified copy of tender document together with Specifications shall be furnished by the Architects to the Contractor. The Architect/ Structural Consultant shall furnish, within such time, as he may; consider reasonable, one copy of additional drawings, which in his opinion are necessary for the execution of any work. Such copies shall be kept on the works, and the Architect/Structural Consultant or his representatives shall at all reasonable times have access to the same. The Contractor before the issue of the Final Certificate shall return all drawings, certified copy of tender document together with specifications to the Architects. The Original Contract documents shall remain in the custody of the Employer and shall be produced by him at his office as and when required. Any additional prints of drawings in any, required by the Contractors may be supplied by the Architect /Structural Consultant but on the payments of charges.

6. Discrepancy in Various Documents:

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent of and meaning of the Drawings, Specifications etc. taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from. If the Contractor finds any discrepancy in the Drawings or between the drawings, Specifications etc., he shall immediately refer the same in writing to the Architect who shall decide which shall be followed, and his decision shall be final and binding on all parties.

7. Authorities, Notices, Patent Rights & Royalties: -

The Contractor shall conform to the provisions of the statutes relating to the works and to the Regulations and Bye Laws of any Local Authority and of any Water, Lighting or other Companies or Authorities with whose systems the Structure is proposed to be connected and shall before making any variation from the Drawings and Specifications that may be necessitated by so conforming, give to the Architect/Employer/PMC written notice, specifying the variations proposed to be made and the reason for making it, and apply for instructions thereon. The Contractor shall bring to the attention of the Architect/PMC/Employer, all notices required by the said Acts, Regulations or bye laws to be given to any authority and pay to such authority or to any public offices, all fees that may be properly chargeable, in respect of the works and lodge the receipts with the Architect/Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks or name or other protected rights in respect of any constructional plant machine, work or material used for or in connection with the works or temporary works from 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 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 part that may be legally incurred in respect thereof.

8. Contract Price:

The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions and subject to Clause 48 of these conditions

9. Contract Bills:

The Contract Bills for certificate of payment shall be described in mode of payment. Contractor along with RA Bills submit photographs of work, copy of measurement, cement, steel consumption etc to Bank/architect.

Any error in description or omission of items from the Contract bills shall not vitiate this contract but shall be corrected and deemed to be a variation required by the Architect.

10. Contractor's General Responsibilities

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Bill of Quantities and Specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Bill of Quantities and Specifications, he shall immediately and in writing refer the same to the Architect / PMC/ Representative who shall decide which is to be followed after consultation with Architect.

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

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

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

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

11. Safety of Site Operations

The Contractor shall take full responsibility for the safety, stability and adequacy of all site operations and methods of construction including all temporary works, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works. The contractor shall maintain safety as per Standard Industrial Safety Code or any other Code approved by the Architect / PMC.

12. Watching & Lighting

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

Common facility shall be provided by the main furnishing contractor without any additional cost, which shall also be used by other vender / agencies involved in the project.

13. Care of Works

From the commencement to the certified completion of the whole of Works, the contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever the Contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and in conformity to every respect with the requirements of the Contract and the Architect / PMC/ representative's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under Clause 32 hereof. The Contractor shall indemnify the Employer from all risks on this account.

14. (i) Contractor's Senior Representative for Execution & Coordination of Works

The Contractor shall have on site at all times during working hours throughout the course of the Contract at least one competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the Works at site and shall keep the Architect / PMC and the Employer informed at all times about the name and designation of such representative. Contractor's Senior Representative shall have the power to take joint measurement and sign the measurement books / bills.

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

(ii) Contractor's Employees

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

(iii) Removal of Contractor's Employees

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

(iv) Unauthorized Persons

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

15. Compliance with Statutes, Regulations, Etc.

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

BOB written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case, the Contractor shall not within ten days of submission of such notice, receive such instructions, he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 28 thereof.

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

16. Setting Out

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

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

All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Architect / PMC instructions and shall be subjected from time to time to such tests as the Architect / PMC may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory.

The Contractor shall upon the instruction of the Architect / PMC furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Architect / PMC may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the works for testing as may be selected and required by the Architect / PMC.

(ii) Samples

All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the Contractor without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples the contractor shall within 7 days of his receipt of Work Order, provide to the Architect samples along with the detailed literature of all materials he proposes to use in the work irrespective of the fact that a specific make / material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature /

test certificate of the same shall be provided to the satisfaction of the Architect / PMC. Before submitting the samples / literature, the contractor shall satisfy himself that the material / equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Architect / PMC shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Architect / PMC, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / PMC for identification and shall

be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

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

The Architect / PMC/ shall communicate their comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment's, etc. shall be to the account of the contractor. In this respect the decision of the Architect / PMC/ shall be final.

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

(iii) **Cost of Tests**

The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the Specification or Bill of Quantities.

(iv) Costs of Tests not provided for, etc.

If any test is ordered by the Architect / PMC which is either

(a) not so intended by or provided for or

(b) (in the cases above mentioned) is not so particularized, or

(c) though so intended or provided for but ordered by the Architect / PMC to be carried out by an independent person at any place other than the site or the place of manufacture of fabrication of the materials tested or any Government / approved Laboratory, then the cost of such test shall be borne by the Contractor.

18. Absence of Specification

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to include, which is inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge. If the Contractor requires additional information, he shall, in pursuance of Clause 7.0 hereof, so request in writing well in advance to commencement of the particular work to the Architect / PMC who will issue such detailed information as necessary within a reasonable time.

19. Obtaining Information Related to Execution of Work

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

20. Contractor's Superintendence

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

21. Access for Inspection

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

22. (i) Examination of Work Before Covering Up

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

(ii) Uncovering and making openings

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

23. Assignment

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

24. Quantities

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefor.

25. Works to be Measured

The Architect / PMC representative may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Representative to assist the Architect / PMC representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

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

26. Claims

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

complete and detailed particulars of the claim to the Architect / PMC as directed by the Architect / PMC but not later than 10 days from the date of notification of his claim.

27. Variations

No alteration, omission or variation ordered in writing by the Architect / PMC shall vitiate this contract. In case the Employer / Architect / PMC/ thinks proper at any time during the progress of the works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the Architect / PMC/ shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving any such oral instructions. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, Specification or Contract Drawings without the previous consent in writing of the Architect / PMC/ and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / PMC/ in accordance with the provisions of Clause 28 hereof, and the same shall be added to or deducted from the Contract value, as the case may be.

28. Valuation of Variations

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

(a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Bill of Quantities.

(b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereof.

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

(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates stated in the tender of the Priced Bill of Quantities or, if not so stated, then in accordance with the local day work rates and wages

for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect / PMC/ , the workman's names) and materials employed be delivered for verification to the Architect / PMC/ at or before the end of the week following that in which the work has been executed.

(e) It is further clarified that for all such authorised extra items where rates cannot be derived from tender, the Contractors shall submit rates supported by rate analysis worked on the "market rate basis", for material, labour, hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

The measurement and valuation in respect of the Contract shall be completed within the "Period of Final Measurement" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 39 hereof.

29. Work is to be Carried Out to the Satisfaction of Architect / PMC/

The Contractor shall carry out all the works strictly in accordance with Drawings, detailed Specifications and instructions of the Architect / PMC/ . If in the opinion of the Architect changes have to be made in the works, the Contractor

shall carry out the same, and payment, if any, arising out of these shall be made as per the terms of the contract.

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

30. (i) Removal of Improper Work & Materials

The Architect / PMC/ shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect / PMC/ are not in accordance with the Specifications or the instructions of the Architect / PMC/ , the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Architect / PMC/ representative shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

(ii) Default of Contractor in Compliance

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

(iii) Inspection & Testing During Manufacture

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

(iv) Dates for Inspection & Testing

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

travel expenses shall be borne by the owner but in case re-inspections are required as per clause No. 30 (ix) the travel expenses shall be on contractor's account.

(v) Facilities for Testing at Manufacturer's Works

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

(vi) Certificate of Testing

As and when fabricated materials shall pass the tests referred in this, the Architect / PMC/ shall furnish to the Contractor a certificate in writing to that effect.

(vii) Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion under Clause 17.0) the Architect / PMC/ shall decide that such material is defective or not in accordance with the Contract he shall notify the Contractor accordingly stating in writing his objection and reasons therefore. The Contractor shall with all speed make good the defect or ensure that the material complies with the Contract. Thereafter, if required by the Architect / PMC/ representative, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which the Employer may be put by the repetition of the tests shall be deducted from the Contract Sum.

(viii) Delivery of Materials & Equipment

Unless the Architect / PMC/ shall otherwise direct, no material shall be delivered to site until the Architect / PMC/ shall have issued, in respect of such material, a certificate under Clause 30 (vi) (Certificate of Testing). Likewise Fabricated Materials or Contractor's Equipment shall be delivered to Site only upon an authorisation in writing applied for and obtained by the Contractor from the Architect / PMC/ .

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

(ix) Inspection & Testing and Re-inspection & Re-testing

All deficiencies revealed by testing and inspection shall be rectified by the Contractor at his own expense and to the satisfaction and approval of the Architect

/ PMC/. Rectified components shall be subject to retesting and re-inspection.

(x) Inspection Reports

The Contractor shall provide the Architect / PMC/ with five copies of reports of all inspections and tests.

31. Virtual Completion Certificate

The Architect / PMC/ shall issue the virtual completion certificate when in his opinion, the works have been substantially completed in all respects and necessary approvals are obtained by the Contractor. The Defects Liability Period shall commence from the date of virtual completion as certified by the Architect / PMC.

32. Defect Liability Period

Any defect or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within 365 days after the date of the virtual completion of the works as certified by the Architect / PMC/ , arising in the opinion of

the Architect / PMC/ from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the Architect / PMC/ , and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Architect / PMC/ 's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Architect / PMC/ equivalent to the cost of amending such work and in the event of the amount retained under Clause 46 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub- Contractor employed on the works who has been nominated or approved by the Architect

/ PMC/ , the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 29 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate or the passing of any accounts, by the Architect / PMC/ . The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by Employer's personnel during the use of the building after being occupied.

33. Approval Only by No Dues Certificate

(i) Final Completion Certificate

On successful completion of entire works covered by the Contract to the full satisfaction of Employer / Architect / PMC/ representative, the Contractor shall ensure that the following works have been completed to the satisfaction of Architect / PMC/ : (a) clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery (b) demolish, dismantle and remove all

Contractor's site offices and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the Owner and not incorporated in the permanent works (c) remove all rubbish, debris etc. from the site and the land allotted to Contractor and shall clear, level and dress, compact the site as required and said land to the satisfaction of the Architect / PMC/

(d) shall put the Owner in undisputed custody and possession of the site and all land allotted by the Owner to the Contractor (e) All defects / imperfections have been attended & recti-fied to full satisfaction of the Architect / PMC/ during the Defect Liability Period.

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

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

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

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

(ii) No Dues Certificate

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

34. (i) Basic Cost

The material(s) required for execution of any item for which a sum has been provided as a basic cost price in the tender, shall be procured by the contractor on Employer's instruction from an agency nominated by the Employer. Every sum in the bill of quantities which contains either as a whole or part the amount as prime cost price of the materials shall be varied by substitution of the actual cost of the materials.

No variation shall be made in respect to the percentage quoted for labour and to cover for overheads & profits on account of variation in the prices, as above. The basic price of the material shall be inclusive of all taxes and the cost has to be verified from the actual purchased bills. The billed amount shall be finalized as per the basic cost in both ways i.e. plus or minus from the quoted rates. The contractor has to provide the purchase bill with GST detail

35. Work by Other Agencies

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

36. Insurance Policies

The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor / omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall also

be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, fire, flood or high tide or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy (CAR Policy) for Insurance for an amount equal to 125% of Contract value including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the employer before commencing the works.

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

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a third party insurance policy in the joint names of the Employer and the contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs. 5.00 lacs per person for any one accident or occurrence and Rs. 20.00 lacs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-contractor and shall be at his own expense effect and maintain until the virtual completion of the contract, with an Insurance Company, approved by the Employer, a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as provided above, the employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from. Without prejudice to the other rights of the employer against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the

contractor the amount of any damages, compensation costs, charges & other expenses paid by the employer and which are payable by the contractor 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.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Architect / PMC/ may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

37. Commencement of Works

Within 7 Calendar days from the date of issue of Work Order, the contractor shall begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

38. (i) Possession of Site

Save in so far as the Contract may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will within 3 days from the Architect / PMC written request to commence the Works

give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the programme referred to in Clause 50 hereof (if any) and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by notice in writing to the Architect / PMC/ , make & will from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said programme or proposals (as the case may be).

If the Contractor suffers delay or incurs expense from failure on the part of the Employer to give possession in accordance with the terms of this clause the Architect / PMC/ shall grant an extension of time for the completion of the works without any compensation for delay.

(ii) Way leaves, etc.

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

39. Time for Completion

The entire work i.e. works mentioned in the tender document is to be completed in all respects within the time stated in Appendix to "Form of Tender" or such extended time as may be allowed under clause 40 hereof. Time is the essence of the contract and shall be strictly observed by the contractor.

If required in the contract or as directed by the Architect / PMC/ , the contractor shall complete certain portion of the work before the completion of the whole of the work. However the completion date for whole of the work shall not change.

40. Extension of Time for Completion

If in the opinion of the Architect / PMC/ the works be delayed for reasons beyond the control of the contractor, the Architect / PMC/ may make a fair and reasonable extension of time for completion of the contract works.

If the Contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time, Contractor shall furnish the reasons in detail and his justification, if any, for the delays. While granting extension, the Architect / PMC/ shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the balance period in excess of original stipulated period and authorized extension of time granted i.e. period not qualifying for levy of liquidated damages, by the Employer, the provision of liquidated damages as stated under Clause 43 will become applicable.

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

41. (i) Rate of Progress

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

(ii) Work during Night or on Holidays

Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as herein provided be carried on during the night or on Holidays without the permission in writing of the Architect / PMC/ , save when the work is unavoidable

or absolutely necessary for the saving of life or property or for the safety of the Works in which case the Contractor shall immediately advise the Architect / PMC/ . Provided always that the provisions of this clause shall not be applicable in the case

of any work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the works being technically required / continued with the prior approval of the Architect / PMC/ .

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

42. Suspension of Work

The Contractor shall on the written order of the Architect / PMC/ suspend the progress of the Works or any part thereof for such time or times and in such manner as the Architect / PMC/ may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Architect

/ PMC/ . The extra cost including all running wages to be paid on the Site, salaries, depreciation and maintenance of plant, Site on costs and overhead costs of the Contract relating to the works done or incurred by the Contractor in giving effect to the Architect / PMC/ 's instructions under this Clause shall, be borne and paid by the Employer unless such suspension is :

(a) otherwise provided for in the Contract

or

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

or

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

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

43. Incentive for early completion and Liquidated Damages for Delay:

If the Contractor fails to complete the works by the period stated in the Appendix or within any extended time under Clause 40 hereof and the Architect / PMC/ certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or extended completion date, as the case may be, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete or the Employer may deduct such damages from any monies due to the Contractor.

44. (i) Default of Contractor

If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for

compulsory winding up made against it as pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect / PMC/ that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect / PMC/ .

Or if the Contractor (when an individual, firm or incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor.

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 sublet this Contract without the consent in writing of the Employer.

Or shall charge or incur this Contract or any payments due or which may become due to the Contractor hereunder.

Or if the Architect / PMC/ shall certify in writing to the Employer that the Contractor.

(a) Has abandoned the Contract, or

(b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Architect / PMC/ 's notice to proceed with the work

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 Architect / PMC/ written notice that the said materials or work were condemned and rejected by the Architect / PMC/ under these conditions, or

(e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed & 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.

Then and in any of the said cases the Employer may, notwithstanding 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 / PMC/ or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, 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 in carrying on and completing the works or by employing any other Contractor shall not in any way interrupt or do any act, matter or thing 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 / PMC/ 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 fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Architect / PMC/ shall, thereafter, ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, & the Certificate of the Architect / PMC/ shall be final and conclusive between the parties.

45. Security Deposit / Retention Money

In addition to the Initial Security Deposit further security for the due fulfillment of the contract by the Contractor, 8% of the value of the work done will be deducted by the Employer from each payment to be made to the Contractor towards retention money until the retention money amounts to 5% of the contract value (excluding the cost of Operation & Annual Maintenance Contract) including the initial Security Deposit. On the Architect / PMC/ 's issuing a certificate of virtual completion of the works, 50% of the security deposit shall be released to the contractor, and the remaining 50% will be released by the Employer after the Contractor obtains the no dues certificate from the Architect / PMC/ subject to Clause 33. The amounts retained by the Employer shall not bear any interest.

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

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

46. Certificates & Payment

(i) Secured Advance on Materials at Site

The Contractor will be paid secured advance against the materials brought and stacked at site for use in permanent works and in the opinion of the Architect / PMC/ are required to be procured in advance. The advance paid for the materials stacked at site shall be maximum 75% of the cost of the materials or 60% of the relevant item rate, whichever is less at the discretion of Architect / PMC/ and the Contractor shall produce necessary vouchers / documents in support of cost of each material. No advance shall be admitted for perishable and materials procured prematurely as decided by the Architect / PMC/ .

Where in any Certificate (of which the Contractor has received payment), the Architect / PMC/ has included the value of any unfixed materials intended for and / or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Architect / PMC/ . The Contractor shall be liable for any loss of or damage to, such materials.

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

(ii) Running Bill Payments

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

b) The contractor shall be paid two bills in a month, which shall include work done and secured advance against material. If in the opinion of the Architect / PMC/ representative the progress of the work warrants a third payment in a month, the same shall be so arranged by the Employer.

c) After submission of bill along with complete information, vouchers, etc. to the satisfaction of the Architect / PMC/ & after making necessary deductions toward Income Tax & other recoveries deductible at source, the bill will be paid as follows:

i) An adhoc payment of upto 75% of the value of work done as assessed by the Architect / PMC/ shall be released within 21 working days by the Employer, after certification by the Architect / PMC/ representative who will certify within 10 working days of submission of Bill including furnishing of all relevant documents.

ii) Balance amount shall be certified by the Architect / PMC/ representative within 15 working days of submission of bill and payment shall be released by the Employer within 21 working days of certificate receipt.

(iii) Final Bill

a) The Contractor shall submit final bill with completion certificate and all relevant information and details including as-built drawings, operation and maintenance manual, photographs etc. complete. The last date of submission of all relevant documents shall be reckoned as the date of final submission.

b) The Architect / PMC/ representative within 15 days of submission of the final bill, shall issue a certificate of payment against the final bill to the Employer who shall thereupon, within 21 days from the date of receipt of the certificate, shall release the balance payment to the contractor after effecting all recoveries, including advances & payments against interim certificates.

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

(v) The Architect / PMC/ may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

(vi) No payment shall be made to the Contractor if the Contractor fails to ensure the works & keep them insured till the issue of the Virtual Completion Certificate.

47. Settlement of Disputes and Differences

a) The Contractor shall try to settle all matters pertaining to this contract first with the Architect / PMC/ representative. The decision of the Architect / PMC/ representative may be in the form of a certificate, instruction or otherwise. The decision, opinion, direction, certificate for payment with respect to all or any of the matters under Clauses 18, 30, 31 and 32 hereof (which matters are hereinafter referred to as excepted matters) of the Architect / PMC/ representative shall be final and conclusive and binding on the Contractor and Employer and shall be without appeal.

b) All other disputes and differences of any kind whatsoever between the Contractor and the Architect / PMC/ representative arising out of or in connection with the contract or carrying out the works (whether during progress of work or within defects liability period and whether before or within 365 days of determination / abandonment / breach of the contract) shall then be referred by the Contractor to the Employer giving interalia full details of matter under dispute and the reasons thereof. The Employer shall within a period of 60 days from the receipt of such reference from the contractor, give his decision in writing. If the Contractor is dissatisfied with the decision of the Employer, he can refer the matter for arbitration by serving a written notice on the Employer, through the Architect / PMC/ representative within a period of 28 days of such decision. The notice shall specify the matters with full details and amount, which are in dispute and referred for arbitration.

48. Programme of Works

(i) Detailed Programme to be Furnished

Within 15 days of receiving Work Order / Award the Contractor shall prepare and submit a detailed programme of works in the form of a Bar Chart / Mile stone network showing all activities & the order of procedure in which he proposes to carry out the works including labour histogram, cash flow and deployment of equipment's. Within 15 days from the date of submission, the Architect / PMC/ shall convey to the Contractor his comment / approval on the programme.

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

(ii) Programme to be Modified

Subject to the provisions of Clause 39 hereof, if at any time it should appear to the Architect / PMC/ that the actual progress of the works does not conform to the approved programme referred to in sub-clause (i) of this Clause, the Contractor shall produce a revised & detailed pro-gramme showing the modifications to the original programme necessary to ensure the completion of the works within the time for completion as defined in Clause 39 hereof.

(iii) Progress Report

Four copies of monthly progress reports containing the following shall be submitted by the Contractor to the Employer through the Architect / PMC/ representative on or before the 5th day of the next month.

(a) Monthly detailed progress report showing the progress of individual activities of programme as achieved at site till such period and being suitably marked on the approved network diagram, or as directed by the Architect / PMC/ representative, shall be provided by the Contractor indicating the actual state of progress during the course of the contract, together with other details of

procurement & delivery schedules of materials / equipments, as required by the Architect / PMC.

(b) Labour report in the form prescribed by the Architect / PMC.

(c) Equipment & machinery report in the form pre scribed by the Architect / PMC.

(d) Supervisory staff report in the form prescribed by the Architect / PMC.

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

(f) Bottlenecks and hindrances,

(g) Minimum 5 nos. of colour photographs of 7" x 5" with each report showing the progress of works.

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

50. Urgent Repairs

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

51. Contractor to Search

The Contractor shall, if required by the Architect / PMC/ in writing, search, test as shall be necessary to determine the cause of any defect, imperfection or fault under the directions of the Architect / PMC/ . Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract the cost of the work carried out by the Contractor in searchings as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case

repair rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 30 hereof.

52. Interference with Traffic and Adjoining Properties

All operations necessary for the execution of the Works and for the construction of any Temporary Works shall so far as in compliance with the requirements of the Contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths

or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible.

53. (i) Extraordinary Traffic

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

(ii) Special Loads

Should it be found necessary for the Contractor to move one or more loads of pre-constructed units or parts of units of work over the building and in no way should damage the existing structure unless special protection or strengthening is carried out then the Contractor shall adopt proper & adequate measures and shall be responsible for all the costs and consequences thereof.

(iii) Settlement of Extra Ordinary Traffic Claims

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

54. (i) Contractor to Keep Site Clear

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

(ii) Clearance of Site on Completion

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

55. (i) Labour Laws

The Contractor shall observe and strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition) act of 1970 (latest revision) and other safety regulations.

(ii) Supply of Water

The Contractor shall having regard to local conditions provide on the Site to the satisfaction of the Architect / PMC/ an adequate supply of drinking and other water for the use of the construction purpose and for Contractor's staff, workmen, for the work.

Contractors have to make his own arrangement for the water as directed for local authorities MCD for the furnishing / construction purpose and in no case contractor will be allowed to use the water available / source of water available in premises.

(iii) Festivals & Religious Customs

The Contractor and sub-contractor's agents and employees shall in all their dealings with their workmen and labourers for the time being employed on or in connection with the works have due regard to all recognized festivals and religious and other customs.

(iv) Epidemics

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same.

(v) Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his or his sub-contractor's employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same but the contractor shall not interfere with member of any authorized Police Force who shall have free & undisputed access at all times to any part of the Works in the execution of their duties.

(vi) Accidents

The Contractor shall immediately on occurrence of any accident at or about the Site or in connection with the execution of the work report such accident to the Architect / PMC/ 's representative. The Contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by law & take appropriate actions thereof. The Contractor shall submit to the Architect / PMC/ safety statistics as per the format given in "Annexure F".

(vii) Fair Wages

The Contractor shall in respect of all persons employed by him in factories, workshops or other places occupied or used by him for the execution of the Contract including the Works, pay rates or wages, emoluments and expenses and observe hours and conditions of labour not less favorable than those established for the trade or industry in the district where the work is carried out to which the organizations of employers and trade unions representatives or a substantial proportions of the employers and workers engaged in the trade or industry in the district are affiliated. In the absence of such established rates and conditions the Contractor shall pay rates or wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the Contractor is engaged.

The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, Laws, any Regulation or Bylaws or any local or other statutory Authority applicable in relation to the execution of works, such as:

(i) Minimum wages Act, 1948 (Amended)

(ii) Payment of Wages Act, 1936 (Amended)

(iii) Workmen's Compensation Act, 1923 (Amended Act No 65 of 1976)

(iv) Contract Labour Regulation & Abolition Act, 1970 and Central Rules 1971 (Amended)

(v) Apprentices Act 1961

(vi) Any other Act or enactment relating thereto and rules framed thereunder from time to time

(vii) Industrial Employment (standing order) Act, 1946 (Amended)

(viii) Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof & rule made thereunder from time to time.

(ix) Employees' Provident Fund & Miscellaneous Provisions Act, 1952 and amendment thereof.

x) ESIC

viii) Workmen's Compensation

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or reenactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

(ix) Observance by Sub-Contractors

The Contractor shall be responsible for the observance by sub-contractors employed by him in the execution of this Contract of the provisions hereof and applicable laws, rules and regulations.

56. Safety Code

- a) First aid appliances including adequate supply of sterilized dressings and cotton wool shall be kept in a readily accessible place.
- b) An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
- c) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- d) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- e) The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- f) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing / railing of minimum height of one metre.
- g) All staff and workers employed in the work shall be provided with safety shoes, helmet, belt, etc.
- h) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- i) Those engaged in welding works shall be provided with welder's protective eye- shields and gloves.
- j) (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.
- k) 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.
- l) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- m) The ropes used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- n) Contractor shall appoint "Safety Officer" to maintain safety records to the satisfaction of the Architect / PMC/.

57. Force Majeure

Conditions of Force Majeure

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

Note : "Typhoon" is covered under act of God".

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

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within

(72) seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

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

If works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than (2) two months, the Employer shall have the option of cancelling or terminating this Contract in whole or part thereof at Employer's discretion. Upon such termination provisions of Clause 45 shall apply.

Delay or non-performance by a party hereto caused by the occurrence of any of Force Majeure shall not:

- a) Constitute a default or breach of the Contract,
- b) Give rise to any claim for damages or additional cost or expense occasioned thereby : if such delay or non-performance is caused by the occurrence of any event of Force Majeure. Force Majeure conditions shall not be payable under any circumstances.

58. Shop Drawings For Electrical & Modular Furniture work

The Contractor shall prepare and submit to the Consultants / Architect for their approval detailed shop drawings within 15days of signing of the contract or before 7 days of particular work or whichever is earlier. The shop drawings shall clearly indicate;

- a) The general arrangement and schematic diagram of all distribution boards, switch boards, feeder pillars etc. clearly stipulating the material, size of sheet steel, bus bar, inter connections detail, make and rating of switchgear and other equipment etc.
- b) Number, size and route of the conduits, location of junction / inspection / pull boxes. Size of switch boxes and number, make and size of wires carried in each conduit along with the installation mode.
- c) Total number of cable runs, size, make, material and type of cables with clear routing, trenches / trays detail, installation mode, starting and termination point of each and individual cable etc.
- d) The shop drawings shall also show all setting out details and physical dimensions of all components used in the system, location of manholes fixing, cutout details etc.

Completion Drawing

The Contractors shall submit, either within one month of completion of work or before issuance of certificate of virtual completion or before submission of final bill three sets and a reproductive (original) copy with a soft copy of completion drawings drawn at approved scale along with three properly bound sets of manuals of every equipment used to complete the work clearly showing the following information to consultant.

- a) Distribution scheme for the whole area;
- b) Location of distribution and sub-distribution boards;
- c) All types of cables (HT. /LT./Control etc.) layout;
- d) Layout of substation and switchgears and associated equipment; External and internal lighting drawings complete with conduit layout; Installation manuals of all the items used.

Description of how equipment and systems operate with trouble shooting manuals.

Line diagram of each system including main feature of equipment and showing method of setting controls.

Spares reference and service manuals provided by manufacturer.

Site Management

The Contractor shall employ a competent, licensed qualified full time Civil & electrical engineer/ foreman/supervisors to direct the work of electrical installations in accordance with the drawings and specifications. The same shall be available at all times on the site to receive instructions from the Architect / PMC/ representative in the day-to-day activities throughout the duration of the Contract or as long as there after the consultants

may consider necessary until the expiration of the "Defect Liability Period". The Foreman/Supervisor shall correlate the progress of the work in conjunction with all the relevant requirements of the supply authority. The skilled workers employed for the work should have requisite qualifications and should possess competency certificate from the Electrical Inspectorate of the Local Government. The Contractor shall on the request of the consultants immediately dismiss from the works any person employed there on who may, in the opinion of the consultants, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of consultants.

Works Visits

The contractor shall arrange all works visits for Architect/ PMC / Consultant / for all the major equipment supplied by him.

Site Cleanliness

The contractor shall, from time to time during the works remove all rubbish, waste, redundant material etc. from the site and deposit all such rubbish and waste tidily at a position to be indicated by Consultant / Architect. On completion of the works, the contractor shall ensure that all tools, equipment, surplus material and rubbish has been removed from the site.

Contractor shall maintain at site the following tools and instruments, but not limited to the list below in working conditions.

- a) Clip-on Ammeter and voltmeter
- b) 1000 V Meggar and 5 kV Meggar
- c) Steel tapes of various lengths
- d) Spirit Level
- e) Hydraulic Crimping Tool
- f) Earth Testing Meggar
- g) Pipe bending Tool, thread cutting die, bench vice etc.
- h) Cable jointing kit

The Contractor shall provide at least four permanent benchmarks at site, which shall be preserved till the completion of works. These are essential for laying of cables at correct level

58. Settlement of Disputes and Arbitration Act 1996: -

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, manner or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

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

ii) **The AGM/Chief Manager, Bank Of Baroda shall** give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of **The AGM/Chief Manager , Bank Of Baroda** submit his claims to the conciliating authority namely the **Dy. General Manager Bank Of Baroda** ,for conciliation along with all details and copies of correspondence exchanged between him and the **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 **Dy. General Manager** 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, Bank Of Baroda**. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank office and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said **General Manager, Bank of Baroda**. Such person shall be entitled to proceed with the reference from the stage be entitled to proceed with the reference from the stage at which it was left by his Predecessor.

It is a term of this contract that the party invoking 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.

SPECIAL CONDITIONS OF CONTRACT (ANNEXURE 4)

1. Location of Site

The site is located at Kunwarpur, Haldwani.

2. Dimensions and Levels

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

3. Notice of Operation

The contractor shall not carry out any important operation without the consent in writing from the Architect / Consultant.

4. Construction Records

The contractor shall keep and provide to the Architect / Consultant full and accurate records of the dimension and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

5. Temporary Works

Before any temporary works are commenced, the contractor shall submit at least 7 days in advance to the architect / consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the architect / consultant may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works an unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

6. Water, Power and Other Facilities

The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The BOB will not be liable to pay any charges in connection with the above.

Contractors have to make his own arrangement for the water as directed for local authorities MCD for the furnishing / construction purpose and in no case contractor will be allowed to use the water available / source of water available in BOB premises.

The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.

The contractors for other trades directly appointed by the BOB shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the BOB will reimburse the amount on production of receipts.

The BOB as well as the Architect / Consultant shall give all possible assistance to the contractors to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

7. Temporary Services

The Contractor shall provide and maintain all temporary services on or about the site, if any required for the execution of the works and shall remove them on completion.

8. Office Accommodation

- A) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site own cost after getting the approval from the architect / consultant.
- B) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the architect / consultant without any extra cost.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

9. Facilities for Contractors' Employees

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

10. Lighting of Works

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

11. Fire Fighting Arrangements

- i The contractor shall at all times provide suitable arrangements for the firefighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are of be always kept filed with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following :
- Proper handling, storage and disposal of combustible materials and waste.
 - Worked operations which can create fire hazards.
 - Access for the fire fighting equipments.
 - Types, number and location of containers for the removal of surplus materials and rubbish.
 - Type size, number and location of fire extinguishers or other fire fighting equipment.
 - General house keeping.

12. Site Order Book.

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the works may be conveyed through Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the Architect / Consultant as and when demanded. Any instruction which the Architect / Consultant may like to issue to the contractor or the contractor may like to bring the architect / Consultant may like to issue to the Contractor or the Contractor may like to bring to the Architect / Consultant two copies of such instructions shall be taken from the site order

book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13. Site Meetings

Site meetings will be held to review the progress and quality evaluation. The contractors shall depute a senior representative along with the site representative staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect / Consultant.

14. Disposal of Refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Architect / Consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

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

15. Contractor to Verify Site Measurement

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

16. Approved Make/ Agencies

The Contractor shall provide all materials from the list of approved makes or as mentioned in BOQ and also appoint the specialist agency from the approved list / BOQ as provided in the Tender. The Architect / Employer may approve any make / agency within the approved list / BOQ after inspection of their samples / mock-ups and after ascertaining their spare capacities and recent past performances.

The items which are not covered in the List of Approved Makes shall be as per Samples approved by the Architect. Colours or type if not mentioned elsewhere shall be as approved by the Architect.

17. Procurement of Materials

The Contractor shall make his own arrangements to procure all the required materials for the work. All wastage's and losses in weight shall be to the contractors account.

a. Excise and sales, service Taxes, Work Contract Taxes, Levies etc.

The contractors shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees cess, or charges in respect of the works including but not limited to excise duty and octroi, payable in respect of materials, equipment's plant and other things required for the contract including GST. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractors account and the Employer shall not be required to pay any additional or extra amount on this account. Variation of taxes, duty fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account will in any case be entertained.

b. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor.

18. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, excise duty, and octroi, etc., unless specifically provided in these documents. Variation clause enclosed in the tender.
Guarantee and Maintenance during Defect Liability Period.

In pursuant to Clause no. 32 of GCC, the contractor shall guarantee all materials furnished and workmanship for a period of 365 days from the date of virtual completion of work i.e during Defect Liability Period. All failed parts or parts exhibiting unusual wear and tear during guarantee period shall be replaced without any cost to the Owner, and such replacement shall be factory approved new, equal or better than original. All labour, tools, materials, transportation, insurance, etc. required in performance of guarantee work shall be at the contractor's expense.

19. Project Execution and Management

In pursuant to Clause No. 14 (i) of GCC, the Sr. Representative shall be assisted by adequate number of Engineers / Supervisors at site on full time basis.

For quality control and monitoring of workmanship, contractor shall assign at least one full time Engineer / Architect who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship.

20. Tools and Tackles

All tools, tackles, supports, scaffolding and staging etc. required for erection and assembly of the equipment and installation covered by the contract shall be provided by the Contractor himself. In addition, all other materials such as foundation bolts, nuts etc. required for the installation of the equipment shall also be provided by the contractor at his cost.

21. Safety Precautions

A competent and authorized supervisor shall be on the site whenever the contractor's men are at work. The supervisor should ensure that all plant and machinery used on the site are rendered safe for working and meet with the Indian or International safety standards applicable for the use and operation of such machinery. The supervisor should also ensure that the workmen at site are made to use safety appliances such as safety belts, lifelines, helmets etc.

Smoking shall be altogether strictly prohibited in all areas of work as well as where combustible and inflammable goods / materials are stored or lying about.

Any hot job such as welding, soldering, gas cutting shall not be carried out without the permission of the Architect / PMC. Such jobs shall not be carried out where inflammable materials are stored or lying about.

All electric connections shall be through adequately sized mechanically protected cables without any joints and with proper and adequate terminals boxes. All power supplies shall be through properly rated fuses with isolating devices. No such hot jobs shall be carried out on holidays and without the presence of the Contractor's Supervisor and Owners permissions.

It is entirely the responsibility of the Contractor to practice the principles of 'SAFETY FIRST' during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage to materials and property and third party.

The Contractor should clear the site of all debris every day to avoid accidents. In case this is not done, the Owners may engage necessary labour to maintain the cleanliness of the premises and removal of debris and recover all or part of the expenditure so incurred from the Contractor.

6). Contractor shall at his own cost ensure that all of his personnel, employees, work men and other associated persons working with him at site are adequately insured as per labour laws and statutory provisions. The Contractor shall be responsible for all injuries / damages to men, materials and properties etc. which may arise from the operations or negligence of himself and / or his sub-contractors and indemnify the Owners for all such expenses which shall be solely to contractor's own account.

Contractor shall at his own cost, provide and maintain a full-fledged first-aid-box to give immediate medical aid to the workers / supervisory staff, in case of emergencies.

The contractor shall carry out the work strictly as per the safety aspects.

22. Technical Audit

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

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

23. Special Conditions

The Contractor shall keep himself fully informed of all acts and laws of the Central & State Employers, all local bye laws, ordinances, rules and regulations, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the work or which any way affect the execution of work. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the employer and its officers and employees against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree, whether by himself or by his employees & authorized representatives. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy certificate for the building shall be borne by the Employer.

a) INSURANCE POLICIES

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any

damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Architect / PMC proper Contractor All Risk Insurance Policy for an amount 1.25 times the contract amount for this work, with BOB as the first beneficiary. The insurance shall be obtained in joint names of BOB and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Employer from any liability during the execution of the work. Further, he shall obtain and submit to the Architect / PMC, a third-party insurance policy for maximum Rs.10 lakh for each accident, with as the first beneficiary. The insurance shall be obtained in joint names of and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premia for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that similar Insurance Policies are also taken by his Sub-Contractors / specialized agencies. The Contractor shall however be responsible, to the Employer, for any claim or loss resulting from the failure of his Sub-Contractors / specialized agencies in obtaining such Insurance Policies. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of Work Order of the tender and thereafter at the end of each quarter submit a report to the Employer giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Architect / PMC representative. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

b) WARNING / CAUTION BOARDS

The contractor shall take all precautions to avoid accidents. All temporary warning / caution boards / glow signages display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Architect / PMC/ IIBF

representative. These glow signages and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. These signages shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Architect / PMC/ IIBF. Nothing extra shall be payable on this account.

c) **SIGN BOARDS**

The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Architect / PMC. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Employer etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies. Nothing extra shall be payable on this account

Safety, Health and Environment

In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes IS: 7969, 8989, 3696 (Part-I &II), 3764, 4081, 4138, 5121, 5916, 7293, 7969 and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make arrangement and provide necessary facilities, the Architect / PMC/ IIBF shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims what so ever shall be entertained.

Details regarding some special provisions to be followed by contractor are as follows:
Usage of quality Personal Protection Equipment's (PPEs) through approved vendors.
PPEs would include amongst others the following items:

- a. Safety Helmets.
- b. Hearing Protection.
- c. Respiratory Protection.
- d. Eye Protection.
- e. Protective Gloves.
- f. Safety Footwear.
- g. High Visibility Clothing (Jacket)

All the items should get approved before issued to the use in the work.

The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub- contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the employer may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the employer during the inspections. Failing to do so shall invite fulfilling the deficiencies by the Architect / PMC/ IIBF at the risk and cost of the contractor.

Working at Height

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardize the health or safety of persons involved in the work. Guardrail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could fall and injure a person. A working platform and any supporting structure shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried

out by the contractor. The dimensions form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in the opinion of Architect / PMC suggested will also be taken in Protection system

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder

shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

Site Electrician / Other Electrical Personnel:

The contractor shall engage qualified and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low-Tension electrical lines) for safe execution of contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority. Using exposed naked loose joints, inserting of bare wire into socket, improper grounding for appliances, exposed circuits on work place etc. shall not be permitted.

Rating of fuses and circuit breakers used for the protection of circuits should be coordinated. Flexible cords with a conductor cross sectional area smaller than 1.5 mm² should not be used. Socket outlets, Plugs and Cable coupler should be of the water splash proof type, so minimum IP 44 panel boards are required in construction sites. Overhead cabling should provide for a minimum ground clearance of at least 5.2 meters.

The contractor shall employ qualified, full time Electricians / Electrical Supervisors to maintain his temporary electrical installation. Use approved perimeter markings to isolate restricted areas from designated work areas and entryways. Erect them before work begins and maintain them for the duration of work. Approved perimeter marking must be Install red barrier tape printed with the words "DANGER—HIGH VOLTAGE" approximately 1 to 1.5 meter above the floor or work surface or Install a barrier of yellow or orange synthetic rope 1 to 1.5 meter from the floor with standard danger signs. Any steps suggested by Architect / PMC shall be complied with by the contractor.

Welding and Cutting

Gas cylinders in use should be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap should be kept in place to protect the valve when the cylinder is not connected for use. Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch. Domestic LPG cylinders shall not be used for Gas welding and Cutting purpose. DCP or CO₂ type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should confirm to IS 2190: 1992. Welding grounds and returns should be securely attached to the work by cable lugs, by

clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.

Waste

The contractor is required to develop Waste Management Programme (WMP) during the construction of the project for his works, which may include: -

Identification of disposal sites, Identification of quantities to be excavated and disposed off, Identification of split between waste and inert material, Identification of amounts intended to be stored temporarily on site location of such storage, Identification of intended transport means and route, Obtaining permission, where required, for disposal.

Such a mechanism is intended to ensure that the designation of areas for the segregation and temporary storage of reusable and recyclable materials are incorporate into the WMP. The WMP should be prepared and submitted to the Architect / PMC for approval.

The Contractor shall remove waste in a timely manner and disposed of at landfill sites after obtaining approval of Conservancy and Sanitation of Municipal Corporation of Mumbai for its disposal. Burning of wastes is prohibited. The Contractor shall not burn debris or vegetation or construction waste on the site. The Contractor shall make arrangement to dispose of metal scrap and other saleable waste to authorized dealer and make available to the Employer on request, records of such sales.

Tender for Furnishing work of 'Baroda Swarozgar Vikas Sansthan' (BSVS)
at Kunwarpur, Haldwani, Distt. Nainital (U.K.)

Prevention of Nuisance and Pollution

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties, roads and any pollution of streams, environment and waterways. He shall make good at his own cost and to the satisfaction of the Architect / PMC representative, Any damage to roads, paths, drainage works or public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor without any reservations entirely to the satisfaction of the Architect / PMC at no extra cost.

The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment's, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipments in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It

shall be ensured by the Contractor that all the equipments, Tools & Plants, machineries etc provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipments and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Architect / PMC representative.

DISPLAY PERMISSIONS

The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office.

REMOVAL OF 'MULBA' ETC. FROM SITE

The Contractor shall not stack building material / malba / muck on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Architect / PMC representative, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / melba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Architect / PMC/ IIBF representative shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

COORDINATION WITH OTHER AGENCIES

The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Architect / PMC representative. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.

The Contractor shall employ daily workers for cleaning / sweeping the site and building under construction. Site and its surrounding shall be neat and clean. Water shall be sprinkled whenever required to keep the dust level to minimum. Tyers of all vehicles getting out of this site shall be washed.

SCAFFOLDING

Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the Contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

Any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.

The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio / video-graphy etc shall be borne by the Employer. The original films shall be the property of the Employer. No copy shall be prepared without the prior approval of the Architect / PMC representative.

The Contractor shall make all necessary arrangements for protecting from rains, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.

INCIDENTAL CHARGES

For all items of work, the entire incidental charges of any kind including cartage, storage, wastage and safe custody of material etc. shall be borne by the Contractor and no claim of any kind, whatsoever, shall be entertained on this account.

STORAGE OF MATERIAL AT SITE

No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the

direction of Architect / PMC representative in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

NO WAIVING OF LEGAL RIGHTS AND POWERS

The Architect / PMC representative shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the Contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Architect / PMC/ IIBF representative shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reasons of his failure to comply with the terms and conditions of the contract.

FINAL TESTING OF THE INSTALLATION

The Contractor shall demonstrate trouble free functioning of all the Civil and E & M installations and services. The Architect / PMC representative or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Architect / PMC. Nothing extra shall be payable on this account.

Existing Services

Existing drains, pipes, electricity cables, overhead wires and telephone cables, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected / maintained against the damage by the contractor. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary shifting / supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost. The decision of the Architect / PMC/ IIBF representative in this regard shall be final and binding.

All works pertaining to services including rerouting / diversion of services, routine testing, installation etc., completed in one or more than one process shall be subject to examination and approval to each stage thereof by the Architect / PMC or concerned employer as would be notified by the Architect / PMC or his authorized representative when such stage is ready. In default of such notice the Architect / PMC representative shall be entitled to appraise the quantity and extent thereof and the decision of Architect / PMC representative or his authorized representative in this regard shall be final and binding.

For utilities which are required to be removed or permanently shifted to new position, in the opinion of the Architect / PMC representative, shall be removed/ shifted by the contractor in consultation with the service provider agency. Payment for this shall

be made as per terms and conditions of the contract. No claim for delay or otherwise due to above reasons shall be entertained on this account

The architectural, services and other drawings for the work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.

The contractor shall be responsible for the true and proper setting out of building components of the work in coordination with the Architect / PMC or his authorized representative. The contractor shall be responsible for the correctness of the position, levels, dimensions, and alignments of all the parts of the structure and for arrangement of all necessary instruments, appliances and labour in connection there with. If at any time, during the progress of the works, any error appears or arises in the position levels, dimensions or alignment of any part of the works, the contractor, on being required to do so by the Architect / PMC representative shall at his own expense rectify such error to the entire satisfaction of Architect / PMC representative. The checking of any setting out of any line or level by the Architect / PMC or his authorized representatives shall not relieve in anyway, the contractor of his responsibility for the correctness there of and the contractor shall carefully protect and preserve all bench marks, site details pegs and other things used in the setting out and construction of works. All duties concerning establishment of a set of bench marks , permanent theodolite stations, centre line pillars etc including all materials tool, plants, equipment, labour etc. for performing all the functions necessary and ancillary there to at the commencement and during the progress of the work, till physical completion of all the types of the work in question shall be carried out by the contractor at his own cost.

The contractor shall have to deploy adequate well experienced technical staff for the work. A list of staff along with their designation, experience and duties shall be displayed at site of work.

The contractor shall submit to the Architect / PMC the following reports.

Monthly report of receipt & consumption of material arranged by the contractor.

Programme of works, material & labour required for the forthcoming month.

List of plants & equipment proposed to be deployed.

Reference made to any Indian standard specification in these documents, shall imply reference to the latest version of that standard including such revision / amendments as issued by the Bureau of Indian Standards at the time of opening of tenders. The contractor shall have to keep all relevant publications / specification at the site.

Services drawings are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the architectural and other services drawings.

The contractor shall verify all dimensions at site and bring to the notice of the Architect / PMC all discrepancies or deviations noticed. Decisions of the Architect / PMC shall be final in this regard.

The contractor shall give performance tests of the entire installation(s) as per specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

The contractor shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installation and till completion is recorded by competent authority

The contractor shall be bound to follow the instructions and restrictions imposed by the Administration / Police authorities on the working and /or movement of labour, materials etc. and nothing extra shall be payable on this account or due to less/ restricted working hours or any detours in movement of vehicles

Displaying the Name of the Work

The contractor shall put up a name board of suitable size as directed by the Architect / Consultant indicating there in the name of the project and other details as given by the Architect / Consultant at his own cost remove the same on completion of work.

As Built Drawings

For the drawing issued to the contractor by the Architect / Consultant: - The Architect / will issue two sets of drawings to the contractor. For the item for which some changes have been made from the approved drawings as instructed by the Architect / Consultant, the Contractor will make the changes made on these copies and return these copies to the architect / consultant for their approval. In case any revision is required or

the corrections are not properly marked the Architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and /or attend to discrepancies either on the copies as directed by the Architect / Consultant and resubmit to him for approval. The Architect / Consultant will return one copy duly approved by him.

For the drawings prepared by the Contractor: The Contractor will modify the drawing prepared by him wherever the changes are made by the Architect / Consultant. And submit two copies of such modified drawings to the Architect / Consultant for approval. The Architect / Consultant will return one copy of the approved drawing to the Contractor.

Acceptance of Tender

The Employer shall have the right to reject any or all tenders without assigning any reason. They are not to bound to accept the lowest or any tender and the tenderer shall have no right to question the acts of the Employer. However, the adequate transparency would be maintained by the Employer.

TECHNICAL SPECIFICATIONS

SPECIFICATIONS OF INTERIOR & FURNISHING WORKS

1. GENERAL :

1. Without forgoing the requirements of the Conditions of Tender and the Conditions of Contract the works in general shall confirm to the “Latest Specifications” published by CPWD, Mumbai and the “Specifications for Works” stated in this tender. In case of items not covered by the General Specifications referred above, reference shall be made to the appropriate I.S. Code. If there is any difference in the particular specifications of individual item of work and the description of item as given in the Schedule of Quantity, the latter shall prevail. In case of any work for which there is no specification in I.S. Specifications or in the specifications forming part of tender documents or in case there is any variation, such work shall be carried out in all respects in accordance with the instructions to be issued by the Architects. The term Department shall mean the Employer. Any reference to ISI shall also mean reference to its successor Bureau of Indian Standards. All corrections to “Latest Specifications” or revisions of I. S. shall be deemed to apply to this contract.
2. Materials bearing ISI certification mark shall be given highest preference for use in the works.
3. Where the Contractor is required to do, perform, execute (etc.) any work or service or the like, it shall be deemed to be at his own cost. Absence of terms providing supplying, installing, fixing, etc. shall not even remotely entitle the Contractor to any additional payment thereof.
4. The rates accepted in the Schedule of Quantities apply to all floors, heights, depths, leads, lifts, spans, sizes, shapes, locations, etc. unless a distinction has been included in the very Schedule.
5. The Specifications and the Schedules may have been divided into various sub-heads for convenience only. This does not limit applicability of one to the other nor it absolves the Contractor of his responsibility to complete any trade/item of work as reasonably inferred from one or more of such sub-heads.
6. The Schedule of Quantities is not necessarily based on “Schedule of Rates – DSR 2023 or any of its later/earlier versions. Hence the Schedule of Quantities shall be read and construed according to explanations given herein and intentions gathered therefrom. A mere parallel drawn from the said Schedule of Rates shall therefore not form a basis for a variation and, or additional payment.
7. All work under this contract is deemed to be performed above subsoil water level. However, removal of water collected from rains and the like shall be treated as part of contractual risk/obligation.
8. Screws, bolts, nuts, washers, hold fasts, lugs, anchors, clamps, plugs, suspenders, brackets, straps and fasteners of the like are deemed to be included in the rates of various items unless the Schedule of Quantities expressed a different intention.
9. Resetting any displacements, making good holes/chases and such other incidental jobs are included in rates of respective items for which these are required.
10. The specifications given in the BOQ are for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, to the satisfaction of the IIBF/architects.
11. The workmanship is to be the best possible and of a high standard. The contractor shall take all steps immediately to make up deficiency if any by the IIBF / architects. Use must be made of special tradesman in all aspects of the work and allowance must be made in the rates for the same.



12. The materials to be provided by the contractor shall be in accordance with the samples already got approved from the s/architects by the contractor and in conformity with specifications and approved list called upon to do so by the IIBF / architects.
13. Samples of all materials are to be submitted to the IIBF / architects for their approval before the contractor orders of deliver the material to the site. Samples together with their packing are to be provided free of charge by the contractor and should any materials be rejected they will be removed from the site at the contractor's expense. All samples will be required to submit specimen finishes of colors, fabrics etc. for the approval of the IIBFs / architects before proceeding with the work.
14. The contractor shall be responsible for providing and maintaining temporary overages required for the protection of finished work. He is also to clean out all wood shavings, cut ends and other waste from all parts of the works before coverings or infillings are constructed.
15. The contractor shall maintain uniform quality and consistency in workmanship throughout the execution of the work.

2. Wood Work:

1. The areas of doors & windows shutters shall be measured to the nearest cm in closed position covering the rebates of the frame but excluding the gap between the shutter and the frame. Over lap of two shutters shall not be measured. All work shall be measured for finished dimensions. No allowance shall be made for dimensions supplied beyond those specified. Length of each piece shall be measured overall nearest to 1 cm, so as to include projections for tenons, scraves or mitres, width and thickness shall be measured to the nearest mm.
2. Where painting, polishing has been included in the item the same shall be executed as per Architect's directions. Painting shall be two or more coats of approved synthetic enamel plus a coat of fire resistant primer to wood work as approved by Architect and shall conform to BS-476 part 7 for class I surface spread of flame. Preparations of surfaces, fillars, etc. are included. This primer shall also be applied before polishing (i.e. French Spirit Polish).
3. All flush door shutters shall have teak lipping on all edges as directed with extra thickness of lipping of meeting edges of double shutter doors.
Glasses 5.5mm thick or 4mm thick shall respectively weigh not less than 13.75 Kg/sqm.
Or 10 Kg/sqm.
Bends, stepping and circular shapes in railings are integral part of the rate.
The widths of various rails & styles shall be as described in the items or shown in the drawing. All aluminum section & fittings used shall be ISI marked. All screws for fixing of fittings/fixtures shall be of matching finish.
In case of composite units (M.S. frame + teak wood shutter) the hold fasts shall be added or fixed with counter sunk machine screws. Also the M.S. frames shall have necessary holes and other arrangement for receiving/fixing of fittings

2. Joinery in woodwork

1. The contract surfaces between internal frame and the cover material shall be glued with approved adhesive in addition to fixing with necessary screws etc.
2. After preparing proper surface of the cover material by sand-papering etc. the laminates or veneers shall be fixed on it with the help of approved adhesive
3. Framework for full height partition shall be rigidly fixed to the floor, walls and ceiling soffit. The partition height shall be measured up to bottom of false ceiling and framing members / ply going above shall not be measured, except hwre specifically mentioned.

4. Any portions that are warped or found with other defects are to be placed. The whole of the work is to be framed and finished in a workman like manner in accordance with the detailed drawings and the direction of IIBF/architects and
5. Whenever required, fitted with all necessary metal ties, straps, screws, adhesives, etc. joinery work generally to be finished with fine sand / glass paper.
6. All joints shall be standard mortise and tenon, dowel, dovetail, or cross halved. Screws, nails etc. will be of standard iron or wire. Tenon should fit the mortises exactly.
7. Nailed or glued butt joined will not be permitted.
8. Where screw heads are on a finished surface, those will be sunk and hole plugged with a wood plug of the same wood and grain to match the color.

3. TIMBER

1. All wood for internal framework shall be strictly as specified in the tender document under approved list of material. The wood shall be of natural growth and free from worm holes, loose or dead knots or other defects, sawn square and shall not suffer warping, splitting or other defects.

All other exposed wood shall be properly seasoned of natural growth and shall be free from worm holes, loose or dead knots or other defects, sawn square and shall not suffer warping, splitting or other defects.

2. The moisture content shall not exceed 12% All Internal frameworks shall be treated with approved wood preservatives.
3. All wood brought to site shall be clean; it shall not have any preservative or other coating / covering.
4. All rejected, decayed, bad quality wood shall be immediately removed from site, as may be directed.
5. All the dimensions mentioned for T.W. members are finished size.

4. PLYWOOD

All plywood shall be strictly as per approved list of material and approved by IIBF / Architect. The plywood shall have ISI mark and relevant registration No. on the product.

1. Hardware and Metals:

1. All the screws / bolts with nuts to be used shall have oxidized finish (unless required otherwise). Of approved shape, size and quality.
2. Fittings shall be brass oxidized unless specified otherwise.
3. Samples of all hardware are required to be got approved in advance.
4. The agency should cover up and protect the brass surface by suitable material as necessary and subsequently clean it away at the time of handling over.
5. All hardware shall be fitted with good workmanship without the surrounding edges being damaged.

6. Laminate :

All laminates on table tops shall be as specified in tender of approved shade and make.

The contractor shall get the sample showing the surface texture, pattern and color approved by Architects.

All edges, beadings, etc. shall also be finished in laminate.

7. **Fabrication in Metal**

1. All brazing and welds are to be executed in a clean and smooth manner, rubbed down and finished in flat and tidiest way, particularly where exposed.

8. **Glazier**

1. All glass is to be of approved manufacture, and as per approved quality and sample to be of the qualities specified and free from bubbles, air holes, waviness and other defects.
2. In cutting glass, proper allowance shall be made for expansion.
3. Glass for mirror shall be approved manufacture and quality.
4. On completion, all glasses surfaces shall be cleaned inside and all cracked, scratched glass/mirror shall be replaced.
5. Sun control film shall be non-reflective type of approved make and shade. The fixing shall be without any defects such as air bubbles/creases/adhesive marks etc.

9. **Plaster of Paris Punning (P. O. P.)**

If the plaster surface is to be finished with plaster of paris punning, the surface shall be combed slightly with the wire brushes or nails before it is completely set to form key for plaster of Paris punning. The surface shall be thoroughly cleaned of dust then only damped but not soaked before the application of plaster of paris punning. The Gypsum for preparing punning shall be approved quality. It shall be dry and free from lumps and shall be suitably packed in watertight bags or containers. Paste shall be prepared by adding required quantum of water and it shall be used before it sets. No dropping paste shall be used in the work. Punning shall be applied to the prepared surface with steel trowel to a thickness required to make the surface produce perfectly smooth and even surface working from top to bottom. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of paris mixed with water, then sand papering the same after it is dry. Pilling in plaster shall be made good with plaster of paris mixed with colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. The surface shall be allowed to dry thoroughly before the regular coat of paint is applied. The measurement shall be in square metre.

10. **Plastic Emulsion Paint:**

Plastic emulsion paint shall be of approved manufacturer and shall generally confirm to IS-5411 (Part-I)-1969.

The colour and shade of the emulsion shall be got approved by the Architect. Double scaffolding shall be used, ladden if used shall be tied with old gunny bags at top to prevent damage or scratches to the walls. The instructions of the manufacturer shall be followed, in application of priming and finishing coats. Turpentine or any other solvent shall not be used for thinning the paint.

Minimum 3 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Architects in 3 coats, Contract shall carry out additional coats of painting to approval at his expenses. Care shall be taken that dust or other foreign material does not settle or disfigure the various coats. The measurement shall be in square metre.

11. Polishes

1. All material required for the work shall be of approved manufacture, delivered to the site in the manufacturer's containers with the seals etc. unbroken and after use empty containers shall be stored till finally cleared by the BOB.
2. All iron or steel/metal surfaces shall be thoroughly scraped and rubbed down with wire brushes and shall be entirely free from rust, mill scale etc. Before applying the primary coat.
3. Melamine polish/French polish/polyurethane finishes shall be properly finished without any flaw marks, spots, roughness etc.

12. Metal frame suspended gyp board ceiling:

Unless otherwise specified the suspended false ceiling shall have following specifications i.e. providing and fixing G.I. perimeter channels of size 0.55 mm size thick having one flange of 20 mm and another flange of 30 mm and a web of 27 mm along with perimeter of ceiling, screw fixed to brick wall/partition with the help of nylon sleeves and screws, at 610 mm centers. Then suspending G.I. intermediate channels of size 45 mm, 0.9 mm, thick with two flanges of 15 mm each from the soffit at 1220 mm centers with ceiling angle of width 25mmx10mmx0.55mm thick fixed to soffit with G.I. cleat and steel fasteners. Ceiling section of 0.55 mm thickness having knurled web of 51.5 mm and two flanges of 26mm each with lips of 10.5mm are then fixed to the intermediate channel at 457mm centers. 12.5mm tapered edge Gyp board (conforming to IS-2095-1982) is then screw fixed to ceiling section with 25mm drywall screws at 230mm centers. Screw fixing is done mechanically either with screw-driver and drilling machine with suitable attachment. Finally, the boards are to be joined and finished so as to have a flush lock which includes filling and finishing the tapered and square edges of the boards with joining compound, paper tape and two coats of primer suitable for Gyp board (as per recommended practices of India Gypsum or equivalent)

For light fittings, grids diffusers and cutouts etc. have to be made with the frame of perimeter channels of size 20mmx27mmx30mmx0.55mm thick, supported and shall not be considered for extra changes.

13. Metal frame suspended aluminum perforated plank's ceiling:

Suspended false ceiling, which includes planks in width dimension 254mm and length 1264mm manufactured out of 0.7mm aluminum alloy. The planks should have square edges, short sides of each plank should be raised and piped. Perforated planks shall be with a standard perforation 2.5mm dia, holes at 5.5mm centers giving 16% open area.

Planks would be suspended by means of suspension system comprising 0.5mm galvanized steel clip-in-profiles installed at correct spacing to support the planks. Suspension profiles would be suspended from roof structure by G.I. ceiling bracket G.I. suspension angle and aluminum hold on clamp at maximum 1200mm center along clip-in-profiles.

Planks to be trimmed along the wall perimeter by means of 25mmx25mmx1.6mm extruded aluminum perimeter angle powder coated.

Aluminum planks would be finished with 50 microns epoxy polyester powder paint in approved shade on exposed surface. Aluminum wall trim would also be finished with 50 microns epoxy polyester powder paint in broken white space.

The ceiling shall be erected in a continuous sequence. Spans would not exceed those recommended.

14. MODE OF MEASUREMENTS FOR INTERIOR FURNISHING WORKS :

DOORS, WINDOWS AND GRILLS.

1. Clear area over one face inclusive of frame shall be measured. Hold fasts and portion embedded in masonry or flooring shall not be measured.

2. PARTITIONS IN WOOD WORK

The partition height shall be measured up to bottom of false ceiling and framing member / ply going above shall not be measured

3. DECORATIVE PANELLING OVERWALL OR OVER PARTITIONS

The actual area of cladding shall be measured in square meter.

4. CARPETS

The actual area covered by the carpet shall be measured. No extra shall be allowed for wastage. No deduction shall made for columns up to 0.5 sq. meter.

15. ALUMINUM SLIDING WINDOWS

The measurement of aluminum sliding windows shall be taken only after the frame work with shutter is fixed in its final finished position in line level and plumb. Width and height shall be measured net between the out to out portion of the aluminum window frames.

1. FALSE CEILING

For false ceiling work, the measurement shall be for the actual area covered. No deductions shall be made for the cutouts, for light fittings, speakers, AC grills and column up to 0.5 sq. meter.

2. WOODWORK

For conversion of centimeters to meter the resultant figure shall be taken up to two digits after decimal point. Third digit shall not be taken into account

SPECIFICATIONS FOR SERVICES

General

The drawings for services are diagrammatic but shall be followed as closely as actual construction permits. Any deviations from the drawings shall be in conformity with architectural and structural drawings. The dimensions designated by the manufacturers shall take precedence over the drawings.

At completion of work the Contractor shall submit one set of tracings and two sets of prints of “As-Built-Drawings”. These drawings shall, among others, include invert levels, pipe runs, diameters, location of valves, access panels, layout of equipment, piping connections and such other information for maintenance & future extensions. Guarantees given by manufacturers shall be assigned to the Employer along with names & addresses of manufacturers, suppliers and information about spare parts.

All site test shall be carried out with prior intimation to the BOB representative / Architect. All defects shall be rectified and tests conducted again to the satisfaction of the BOB representative / Architect. In addition to the test required by the specifications, the Contractor shall also conduct tests required by the Architect and by the Municipal or other Authorities.

All work shall be executed by competent and licensed persons. The contractor shall maintain liaison with Municipal and other controlling Authorities. He shall obtain their approvals and certificates as required by the bye – laws at appropriate stages.

No cutting / chasing shall be done in load bearing structural members without prior approval of the Architect. Sleeves and openings shall be provided during the progress of construction in preference to cutting at later date. The Architect may require typical mock up(s) to be installed in advance for approval. Undamaged materials from the mock up shall be allowed to be reused in the work.

Unless otherwise described in the item CI / SCI pipes and fittings shall be a spigot and socket type.

G.I. pipe spouts shall be paid as per item of G.I. pipes (internal work). Cutting and making good is included. The free ends may be skew-cut.

Wherever use of G.I. pipes is called for the same shall be medium class (class – B)

Materials :

The materials shall conform to the specifications and in absence thereof to Indian Standards. The products should bear the ISI Mark.

The makes of materials for use in this work are broadly approved as per list given below. The Contractor shall, however, get particular makes and samples approved before ordering:

Notwithstanding any interim or final approval the Contractor remains responsible for satisfactory performance of all fittings & fixtures. The liability of the Contractor is not limited by any approval of the make of materials. The item rate of mirror includes extra packing piece of AC plain sheet, where required due to off set between plaster & glazed tiles surface.

Testing

The sand cast iron soil, waste and vent pipes and fittings including joints shall be tested by pumping smoke into the pipe at the lowest end.

All G.I pipes and fittings including joints shall be tested to hydraulic pressure of 6 kg / cm² (60 meters) avoiding water hammer. The test pump having been stopped the test pressure should maintain without loss for at least half an hour. The pipes and fittings shall be tested in sections as the work of laying proceeds keeping the joints exposed for inspection during the testing. All stone ware pipes shall be tested with water pressure of 1.5m head of water at the highest point of the section under test.

COMPLETION DRAWINGS

Vendor shall periodically submit completion drawings as and when work in all respects is completed in a particular area. These drawings shall be submitted in the form of two sets of CDs and four portfolios (300 x 450 mm) each containing complete set of drawings on approved scale indicating the work as - installed.

OPERATING INSTRUCTION & MAINTENANCE MANUAL

Upon completion and commissioning of the system the vendor shall submit a draft copy of comprehensive operating instructions, maintenance schedule and log sheets for all systems and equipment included in this contract. This shall be supplementary to manufacturer's operating and maintenance manuals. Upon approval of the draft, the vendor shall submit four (4) complete bound sets of typewritten operating instructions and maintenance manuals; one each for retention by Consultant and Consultant and two for Clients Operating Personnel. These manuals shall also include basis of design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares for 5 year period of maintenance of each equipment. These manuals shall include:

- i. Description of the work carried out / installed.
- ii. Operating instructions.
- iii. Maintenance instructions including procedures for preventive maintenance.
- iv. Manufacturers catalog.
- v. Spare parts list.
- vi. Trouble shooting charts.
- vii. Drawings
- viii. Type and routine test certificates of major items.
- ix. Certified & approved test reports

INSPECTION AND TESTING

The Client / consultant may carry out inspection and testing at manufacturer's works & on site. No equipment shall be delivered without prior written confirmation from Consultant/Client. Vendor shall furnish his Quality Assurance Plan (QAP) enlisting entire shop test mentioned below in addition to his quality checks. Such QAP shall be furnished by Vendor for Client's review and comments. Client's shall have all the rights to carry out stage inspection without any pre-intimation. The instrument used during quality checks shall have valid calibration certificates.

No material shall be dispatched without inspection/ waiver certificate from Client's in writing. Vendor shall issue inspection call before 15 days for the subject in writing, allowing Client's to schedule the deputation of his representative at Manufacture's premises. The copy of internal inspection carried out by Manufacture's shall be enclosed along with the inspection call. Inspection call without such test certificate will not be entertained.

The Equipment shall be tested in the presence of Client's representative at Manufacture's works in accordance with latest prevailing standards and codes. The successful passing of any such tests will not however prejudice the right of Client to reject the Equipment and its accessories, if they do not comply with specifications when erected or perform complete satisfactory operation as intended. Supplier shall provide the test certificate for the bought out items used, if any in the assembly of the Equipment.

PRE-COMMISSIONING CHECKS

All standards checks including the ones elaborated in the specifications to ensure that the installation of the Equipment and associated systems has been carried out satisfactorily shall be done on completion of installation. These shall include:-

Upon completion of work the performance test shall demonstrate the following among other things:

- 1) Equipment installed complies with specification in all respects and is of the correct rating for the duty and site conditions.
- 2) All items operate efficiently and quietly to meet the specified requirements.
- 3) All circuits are correctly protected and protective devices are properly coordinated.
- 4) All non current carrying metal parts are properly and safely grounded in accordance with the specifications and appropriate codes of practice.

Performance Testing

Equipment shall be tested at varying loads at manufacturers works prior to dispatch of the sets to site. The performance tests at the works shall be carried out in presence of authorized representative from the Clients. Due notice for the program of performance testing at works shall be given to the Clients and arrangement thereof for their representatives for this inspection to be at manufacturers works/site and testing.

The performance test on each equipment shall be of minimum 8 hours duration or as specified in the relevant IS Codes and Standards.

All instruments, materials, consumables (fuel oil, lube oil etc.) load and labor required for carrying out of the test shall be provided by the Vendor.

Vendor to carry out performance test including part load & full load with mentioning fuel efficiency, consumption of fuel, power generation in KW as per the designed conditions. Type test

Copies of manufacturer's type test for Equipment (< 5 years old) shall be enclosed along with the offer as well as quotation for carrying out these tests in the presence of the Client, if required.

In case the Client agrees to pay the charges for additional type test certificate, these tests shall be conducted as specified in this specification.

The vendor shall provide all necessary instruments and labor for testing. He shall make adequate records of test procedures and readings and shall repeat any tests requested by the Client / Consultant. Test certificate duly signed by an authorized person shall be submitted for scrutiny.

If it is proved that the installation or part thereof is not satisfactorily carried out then the vendor shall be liable for the rectification and retesting of the same as called for by the Consultant/Client. All tests shall be carried out in the presence of Client's representative.

The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere. All tests shall be carried out by a test house approved by the Client

MATERIALS AND EQUIPMENT

Quality

All materials and equipment used in work shall be new and of best available quality conforming to the relevant Indian Standard Specifications and to these specifications. Clients reserve the right to reject any item which in their assessment is second hand.

Samples

All materials and equipment used on work shall be got approved from Consultant/Client prior to use on work. Samples / literature of items, as directed, shall be got approved from Consultant/Client prior to use on work.

List of approved make

A list of approved makes in respect of important items is enclosed which shall form part of this contract. Only makes approved as per appendix-I of this document shall be used in the work.

Manufacturers Instruction

Where manufacturers have furnished specific instructions, relating to the materials used in this job, covering points not specifically mentioned in these documents, manufacturer's instructions shall be brought to the notice of the Consultant for further instructions in the matter.

COMPLETION CERTIFICATE

On completion of the Generator installation, a certificate shall be furnished by the vendor countersigned by the licensed electrical supervisor under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local supply authority/ies such as PWD, Electrical Inspection, Central / Electrical dept etc. duly scrutinized & recommended by the Consultant. Vendor to take virtual completion certificate from Consultant mentioning performance is satisfactory.

TRAINING OF CLIENT'S PERSONNEL FOR O & M

Upon completion of all work and all tests, the Vendor shall furnish necessary operators, labor and helpers for operating the entire installation for One month from the date of Virtual completion or handing over whichever is later so as to enable the Client's staff to get acquainted with the operation of the system. During this period, the vendor shall train the Client's personnel in the operation, adjustment and maintenance of all equipment installed.

GUARANTEE

In addition to the guarantees specified in the contract document the following also shall be catered to by the Vendor.

The vendor shall hold himself fully responsible for reinstallation and / or replacement, free of cost to Client for the following:

- Any defective work or material or equipment supplied by the Vendor.

- Any material or equipment supplied by the Client which is damaged or destroyed as result of defective workmanship by the vendor.
- In case of failure of the Vendor, to get any defect rectified within forty eight (48) hours, the Client reserves the right to get necessary repairs done on his own at the Vendor's cost.
- The guarantee period will be started after successful completion certified through Consultant and on Rs. 100/- non-judicial stamp paper duly notarized on draft approved by the Client.

SAFETY REGULATIONS

The following safety regulations are to be followed in addition to the detailed safety requirements given in the contract document.

The Vendors shall, at their own expense, arrange for safety provisions as per safety codes of Indian Standards Institution, Indian Electricity Act and such other Rules, Regulations and Laws as may be applicable, as indicated below, in respect of all labor, directly or indirectly employed in the work for performance of the Vendors' part of this agreement.

No inflammable materials shall be stored in places other than the rooms specially constructed for this purposes in accordance with the provisions of Indian Explosives Act. If such storage is unavoidable, it should be allowed only for a short period and in addition, special precautions, such as cutting off the supply to such places at normal items, storing materials away from wiring and switch boards, giving electric supply for a temporary period with due permission of Engineer-in-charge shall be taken.

Protective and safety equipment such as rubber gauntlets or gloves, earthing rods, line men's belt, portable artificial respiration apparatus etc. should be provided in easily identifiable locations. Where electric welding or such other nature of work is undertaken, goggles shall also be provided.

Necessary number of caution board such as "Man on Line, Don't switch on" should be readily available in easily identifiable locations.

Standard first aid boxes containing materials as prescribed by the St. John Ambulance Brigade or Indian Red Cross should be provided in easily identifiable locations and should be readily available. Periodical examination of the first aid facilities and protective and safety equipment provided shall be undertaken and proper records shall be maintained for their adequacy and effectiveness.

Charts (one in English and one in regional language) displaying methods of living artificial respiration to a recipient of electrical shock shall be prominently displayed at appropriate places.

A chart containing the names, addresses and telephone numbers of nearest authorized medical practitioners, hospitals, Fire Brigade and also of the officers in charge shall be displayed prominently along with the First Aid Box.

Steps to train supervisory and authorized persons of the Engineering staff in the First Aid Practices, including various methods of artificial respiration with the help of local authorities such as Fire Brigade, St. John's Ambulance Brigade, Indian Red Cross or other recognized institutions equipped to impart such training shall be taken, as prompt rendering of artificial respiration can save life at time of electric shock.

No work shall be undertaken on live installations, or on installations which could be energized unless one another person is present to immediately isolate the electric supply in case of any accident and to render first aid, if necessary.

No work on live L.T. busbar or pedestal switchboards should be handled by a person below the rank of a Wireman and such a work should preferably be done in the presence of the Engineer-in -charge of the work. When working on or near live installations, suitably insulated tools should be used, and special care should be taken to see that those tools accidentally do not drop on live terminals causing shock or dead short.

Before starting any work on the existing installation, it should be ensured that the electric supply to that portion in which the work is undertaken is preferably cut off. Precautions like displaying “Men at Work” cautions boards on the controlling switches, removing fuse carrier from these switches and these fuse carriers being kept with the person working on the installation, etc. should be taken against accidental energization. “Permit to Work” should, be obtained from the Engineer-in-charge. No work on H.T. main should be undertaken unless it is made dead and discharged to earth with an earthing lead of appropriate size. The discharge operation shall be repeated several times and the installation connected to earth positively before any work is started.

Before energizing on an installation after the work is completed, it should be ensured that all tools have been removed and accounted, not person is present inside any enclosure of the switch board etc. any earthing connection made for doing the work has been removed, “Permit to Work” is received back duly signed by the person to whom it was issued in token of having completed the work and the installation being ready for re-energizing and “Men at Work” caution boards removed.

In case of electrical accidents and shock, the electrical installation on which the accident occurred should be switched off immediately and the affected person should be immediately removed from the live installation by pulling him with the help of him coat, shirt, wooden rode, broom handle or with any other dry cloth or paper. He should be removed from the place of accident to a nearby safe place and artificial respiration continuously given as contained in BIS. Code and Standard prescribed by St. John Ambulance Brigade or Fire Brigade.

Caution boards

Affixing / pointing caution boards / danger plates as statutorily required for electrical safety.

Name plates

Providing engraved anodized aluminum or approved equivalent name plates of suitable sizes on Switchboards / panels / equipments etc.

Circuit identification

All incoming and outgoing cables and wires shall be properly labeled as per the layout/schematic drawings for easy identification.

Specifications

List of Approved Makes/Brands for Material

The contractor shall quote for the best of the materials specified below with ISI mark wherever applicable. The contractor shall obtain prior approval from the Architect / IIBF before placing order for the specific materials agencies.

INTERIOR & FURNISHING MATERIAL

S. NO.	Materials	Manufacturers
1.	Glass Reinforced Gypsum Board / tiles IS 2095-1982 certified	INDIA GYPSUM / KNAUF DENOLINE/ ARMSTRONG / HUNTER DOUGLAS
2.	Clear Float Glass	SAINT-GOBAIN /ASAHI EMIRATES / OR EQUIVALENT
3	Aluminum Extrusion Sections	JINDAL/ HINDALCO OR EQUIVALENT
4	8, 10, 12& 18 mm thick MDF/ HDF Board	GREENPLY / CENTURY
5	Block Boards & Plywood : Boiling water proof	GREENPLY / DURO/CENTURY
6	Veneer	GREENPLY / DURO /CENTURY
7	Laminates	GREENLAM / MERINO / CENTURY
8	Flush Door Shutters IS: 2202 Certified Part I	GREENPLY / DURO/CENTURY
9	Chairs & Tables	Featherlite Make / NEELKAMAL/ GODREJ/ ANY REPUTED FIRM
10	Door Lock / Handles & Latches	HAFFLE / HETTICH / DORMA
11	Floor Type Hydraulic door closer (Floor spring)	HAFFLE / DORMA / OZONE / HETTICH
12	Hinges stainless steel	HAFFLE/ DORMA / HETTICH
13	Hardware	HAFFLE/ DORMA / HETTICH
14	Drawer sliding fitting	HAFFLE / HETTICH
15	Ball Catch	MAGNETIC (M-2) / BRASS OR EQUIVALENT
16	Screws	GKM / METTLE FOLD OR EQUIVALENT
17	Vitrified Tiles (GLAZED / ANTI SKID)	KAJARIA / ORIENT BELL / H R JOHNSON / SOMANY
18	Ceramic Tiles (GLAZED / Non- Skid)	KAJARIA / ORIENT BELL / H R JOHNSON / SOMANY
19	WOODEN FLOORING	GREENPLY- MIKASA
20	Adhesive	FEVICOL (SH) FOR FURNITURE, LAMINATES, ARALDITE OF HINDUSTANCIBA GEIGY LTD. FOR STEEL/MIRROR
21	Wood Preservative	ASIAN PAINT / BRITISH PAINT OR EQUIVALENT



22	Plaster Of Paris	SUPERFINE OR EQUIVALENT
23	Plastic Emulsion / Acrylic emulsion Paint (water based)	ASIAN PAINTS / DULUX / BURGER / EQUIVALENT
24	Texture Paint	OIKOS / ASIAN PAINTS/ SPECTRUM / UNITILE
25	WALL PAPER	ASIAN PAINT
26	WPC Panel	VOX Ceiling & Wall Panel
27	Wooden Flooring	Greenlam- Mikasa
28	Carpet Flooring	Square Foot
29	Melamine / PU Polish	ASIAN PAINTS / SHALIMAR
30	Waterproof cement paint	SNOCEM INDIA, NEROLAC, NITCOCEM OR EQUIVALENT.
31	Synthetic Enamel Paint	ASIAN/ NEROLAC/ BERGER/ DULUX
32	Roller Blinds / Wooden Blinds	VISTA, MAC, HUNTER DOUGLAS
33	Grey Cement (43 or 53 Grade) White Cement Putty	A.C.C/ L&T/ AMBUJA/ BIRLA WHITE, J.K. BIRLA WHITE PUTTY
34	Steel (Thermo Mechanically Treated Steel) High strength deformed bars or mild steel	TATA, SAIL, RATHI OR EQUIVALENT
35	Bricks	GOOD QUALITY LOCALLY AVAILABLE MATERIAL APPROVED BY ENGINEER / ARCHITECT
36	Water proofing material / compound.	SIKKA / CICO-I / ROFF / STP OR EQUIVALENT
37	Toilet partition	GREENLAM / MERINO
38	Toilet Accessories	JAQUAR/ KOHLER
39	Hardeners	"IRONITE" OR EQUIVALENT.
40	Red Oxide	"ASIAN" OR EQUIVALENT.
41	Toilet fixtures & fittings	JAQUAR / KOHLER
42	SOIL, WASTE & RAIN WATER PIPES & FITTINGS	
A	CAST IRON PIPES	RIF/SRIF/KAJEEO (IS: 3989)
B	U.P.V.C	FINOLEX / SUPREME / PRINCE
C	P.V.C. PIPE	PRAKASH / JINDAL
43	GUN METAL VALVES (FULLWAY, CHECK AND GLOBE VALVES)	ZOLOTO/LEADER
44	G.I. PIPE	TATA/ JINDAL / G.S.T.
45	G. I. FITTINGS	UNIK / KS
46	R.C.C PIPE	PRAGATI / USHA / JSP
47	C.I. MANHOLE COVER & FRAME	SRIF / RIF / K 11
48	CLAMPS (GI), DASH FASTNESS, PIPE SUPPORTS, HOLD FAST	CHILLY
49	Polyurethane foam	'U' FOAM OR EQUIVALENT
50	CHAIR, SOFA & OTHER BROUGHT OUT ITEMS	FEATHERLITE
51	SOLID ACRYLIC TOP / CORIAN TOP	MERINO- HENNEX
52	Glass wool Insulation for partition / paneling / Ceiling	KNAUF DENOLINE / UP TWIGA

ELECTRICAL WORK, LAN CABLING A.C & MISC. WORKS

The following is the list of products and the names of the approved manufacturers against each product. Where more than one manufacturer is listed the Contractor shall quote rates for the various items of work based on the materials, after ascertaining the availability, delivery schedule etc of the same.

A.	Internal Electrical Works	
	PVC CONDUIT & ACCESSORIES	BEC, POLYPACK, AKG, SETIA
	COPPER CONDUCTOR PVC INSULATED WIRES	POLYCAB, FINOLEX, HAVELS, RALLISON
	COPPER CONDUCTOR PVC INSULATED WIRES	SCHNEIDER, LEGRAND MK, HAVELS, ANCHOR, PANASONIC
	MODULAR SWITCHES, SOCKET OUTLETS AND WIRING ACCESSORIES WITH MOULDED COVER PLATE	VINAY, HAVELLS, KOLORS, ANCHOR
	HEAVY DUTY METAL CLAD SOCKET OUTLETS WITH MCB IN MS HOUSING	LEGRAND, VINAY, HAVELLS, KOLORS, ANCHOR
	WEATHER PROOF SOCKET OUTLETS WITH MCB	LEGRAND, SIEMENS, HAGER, SCHNEIDER, ABB, ANCHOR, L&T
	MINIATURE CIRCUIT BREAKER	LEGRAND , SIEMENS, HAGER, SCHNEIDER, L&T
	EARTH LEAKAGE CIRCUIT BREAKER TIMERS & CONTACTORS TO BE MOUNTED IN DB'S	LEGRAND , SIEMENS, HAGER, SCHNEIDER, ABB, L&T
	MCB DISTRIBUTION BOARDS IN SHEET STEEL HOUSING (DOUBLE DOOR)	LEGRAND, SIEMENS, SCHNEIDER, HAGER, ABB, ANCHOR, L&T , POLYCAB,
B.	Ceiling Fan	CROMPTON GREAVES, HAVELLS , USHA
C.	Low Tension System Telephone wires Telephone Tag Blocks	EXCEL CABLE, MOLEX, FINOLEX, DELTON KRONE, POUYET, TVS
D.	Cables and accessories 1100 Volts grade cables Cable Lugs Cable compression glands	POLYCAB, SKYTONE, HAVELLS, RALLISON DOWELLS, PEECO, COMET PEECO, COMET, DOWELLS
E.	Cable trays / Cable ladders Raceway	BEC/ SLATCO / GEMTECH / , RISHA CONTROL/ ERA CONTROL BRIDGE INDUSTRY, SLOTCO, PELCO
G.	FIXTURES AND FITTINGS	PHILIPS /HAVELLS / BAJAJ
H	DISTRIBUTION BOARDS & SUBDISTRIBUTION PANELS	
	Isolator and Drop Out Fuse	VERSATEK/ KIRAN TEXTILE/ STERLING/ PACTIL/ GR POWER/ ELPRO CROMPTON/ MEHRU/ ALSTOM



	11kV Breaker	L&T /SIEMENS/ ABB / SCHNEIDER
	11kV Cables	CABLE CORPORATION OF INDIA/ RPG / UNIVERSAL/TORRENT 3M
	11kV Termination	RAYCHEM / 3M
	Air Circuit Breaker	MG SCHNEIDER ,L&T, SIEMENS, LEGRAND ,ABB, MITSUBISHI (WS)
	MV Contactors/Timer/Starters	L&T, SCHNEIDER, SIEMEN , MITSUBISHI
	Protective Relays (Microprocessor)	L&T, ALSTOM, SCHNEIDER, SIEMENS,
	Moulded case circuit breaker	SIEMENS (3VL), L & T (D-SINE), SCHNEIDER (COMPACT), ABB(T- MAX), MDS LEGRAND, MITSUBISHI (WS)
	KWH meters (Electronic Digital type) BIS Marked	SECURE, HPL SOCOMAC, L&T, ITRON, CONZERVE, SEIMENS
	Miniature Circuit Breaker ISI Marked. 10KA.	L&T HAGER, LEGRAND, SCHNEIDER, SIEMENS GILBERT MAXWELL
	Selector Switches	L&T SALZER, KAYCEE
	Indication Lamp (LED type)	ESBEE (L&T), VAISHNO, TEKNIC, SCHNEIDER, SIEMENS
	Energy Monitor/ Trivector Meter	NEPTUNE-DUCATI, SECURE ,SOCOME, L&T, CONZERVE
	Voltmeter, Ammeter (Digital Type) MV Contactors/Timer/ Starters	L&T RISHAB, SIEMENS, ELTECH, CONZERVE, AE, SALZER
	MV Switchboards (Powder coated)	TRICOLITE , ADLEC , RISHA CONTRL , GEMTECH POWER CONTROL , ADVANCE, KRYPTON
	PLC	ALLEN BRADLEY , SEIMENS
I.	Lighting Control Panel	LUTRON ABB / SCHNEIDER / DAYNALIGHT / LEVITON /
	Lights	WIPRO / HAVELLS/ PHILIPS/ CROMPTON
J.	NET WORKING SYSTEM	POLYCAB / AMP (TYCO), LEGRAND, COMMSCOPE
K.	Fire Detection System	
	Copper conductor PVC FRLS wires	FINOLEX, BONTON, POLYCAB , DELTON , RALLISON
	Heat/Smoke Detectors	NOTIFIER,/JONSONCONTROL(IFC)/XLS3000
	Fire Panel	NOTIFIER,/JONSONCONTROL(IFC)/XLS3000
	Speaker cum Hooter	NOTIFIER,/JONSONCONTROL(IFC)/XLS3000
	Response Indicator	EDWARDS, SYSTEM SENSOR, DEVI, MORLEY, NOTIFIRE
	Manual Call Points	HONEYWELL , SIEMENS, JHONSON CONTROL
	Fire Exit Sign with battery back up	SYSTEMS TEK, GLO-LITE, PROLITE
L.	PUBLIC ADDRESS/MUSIC SYSTEM	BOSCH, HONEYWELL, AUDIOTRACK
M.	CLOSE CIRCUIT TELEVISION SYSTEM	HONEYWELL IMPULSE, PALCO, AXIS, PANASONIC, QOGNIFY
N.	ACCESS CONTROL SYSTEM	HONEYWELL/ALGATEC/ SMART I/ ESSL/ HID, / SPECTRA / BIOMAX
O	AIR- CONDITIONING	DAIKIN/ BLUESTAR/ L.G/ MITSHUBISHI

PROFORMAS & ANNEXURES

ANNEXURE – A	EMPLOYING CONTRACT LABOUR
ANNEXURE – B	REGISTER OF CONTRACTOR/S
ANNEXURE – C	NOTICE OF COMMENCEMENT /COMPLETION OF CONTRACT WORK
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ANNEXURE – I	R. A. BILL CERTIFICATE
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ANNEXURE – A

**PROFORMA OF APPLICATION FOR REGISTRATION OF ESTABLISHMENT
EMPLOYING CONTRACT LABOUR**

1. Name and location of the establishment
2. Postal address of the establishment.
3. Full Name and address of the principal Employer
4. Full name and address of the manager or the person responsible for the supervision and control of the establishment.
5. Nature of work carried on in the establishment
6. Particulars of Contractor/s and contract labour
 - a. names and address of the Contractor/s
 - b. nature of work in which contract labour is employed or is to be employed
 - c. Maximum number of contract labour to be employed on any day through each contractor.
 - d. Estimated date of commencement of each contract work under contractor.
 - e. Estimated date of termination of employment of contract labour under each contractor
7. Particulars of treasury receipt enclosed. (Name of the treasury, amount and date)

I hereby declare that the particulars given above are true to the best of my knowledge and belief.

Principal Employer
Seal and Stamp

ANNEXURE – B

PROFORMA OF REGISTER OF CONTRACTOR/S

1. Name and Addresses of The Principle Employer
2. NAME and address of the establishment

Sr. No.	Name and address of contractor	Nature of work on Contract	Location of contract	Period From	Period To	Maximum Number of workmen employed by the contractor

ANNEXURE - C

PROFORMA OF NOTICE OF COMMENCEMENT/ COMPLETION OF CONTRACT WORK

1. Name of principle employer & address
2. No. and date of certificate of registration
3. I/we hereby intimate that the contract work _____ (Name of work) given to _____ (Name and address of the Contractor) having License No. _____ dated _____ has commenced/ has been completed with effect from _____ (date)/ on _____ (date).

Signature of the Principle Employer

The Inspector,

ANNEXURE – D

PROFORMA OF MONTHLY PROGRESS REPORT

Name of work

Progress report for the month

Report No.

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

Sr. No.	Description of work	Date of commencement	Percentage of progress achieved

ANNEXURE-E

RECEIPT OF MATERIALS AT SITE

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

ANNEXURE –F

MEASUREMENT BOOK

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

Measurement Book shall be provided by the Employer through Architect. Suitable modification in Measurement book shall be carried out in consultation of Architect/ Consultant/ Bank

ANNEXURE G

I – RUNNING A/C BILL

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

Sr. No	tem	Description	Unit	Rate (Rs.)	As per Tender
1	2	3	4	5	6

Upto previous R/A Bill		Upto date till this Bill		Present Bill		Remarks
Qty.	Amount (Rs.)	Qty.	Amount (Rs.)	Amount (Rs.)	Qty.	
7	8	9	10	11	12	13

Note:

- 1) If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate
- 2) If ad hoc payment is made, it should be mentioned specifically

Net values since Previous bill

ANNEXURE – H

II – ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON MATERIALS HELD AT SITE BY THE CONTRACTOR

No.	Item	Quantity	Unit	Amount	Remarks
1	2	3	4	5	6

Total value of material at site

Secured Advance @ _____ % of the above value

CERTIFIED

- (i) that the materials mentioned above have actually been brought by the Contractor/s to the site of the work and no advance on any quantity of any of this item is outstanding on their security,
(ii) that the materials are of imperishable nature and are all required by the Contractor/s for use in the work in connection with the items for which rates of finished work have been agreed upon.

Dated

Signature of Site Engineer Consultant Preparing the bill

Designation _____

Dated signature of Bank's Architects

(Name of the Architects)

Dated signature of Contractor/s

ANNEXURE - I

R.A. BILL CERTIFICATE

The measurements on the basis of which the above entries for the running bill no _____ were made have been taken jointly on _____ and are recorded at pages _____ to _____ of measurement book No. _____

Signature and date of Consultant's representative Contractor (seal) Signature and date of

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

Architect

Consultant

Bank's Engineer

ANNEXURE – J

**PROFORMA OF UNDERTAKING IN CONNECTION WITH PAYMENTS OF ADVANCE
ON MATERIALS BROUGHT BY THE CONTRACTOR/S TO THE SITE**

The undertaking made this _____ day of _____ 2020 _____ between the Bank of Baroda _____ and having its _____ office at (hereinafter called the Employer) of the one part and _____ (hereinafter called the Contractor/s of the other part).

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

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

Now this Letter of Undertaking witnesses that in consideration of the said agreement and in consideration of the amount paid/ payable to the Contractor/s by the Employer and/or any further advances as may be made to the Contractor/s as aforesaid, the Contractor/s hereby agree with the Employer and undertake as under:

- i) The amount advanced by the Employer to the Contractor/s 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.
- ii) That the materials which have been offered to and accepted by the Employer as security are absolutely the Contractor/s own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his/their own property and free from encumbrances of any kind and the Contractor/s indemnify the Employer against all claims to any materials in respect of which an advance has been made to them as aforesaid.
- iii) That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor/s solely in the execution of the said works in accordance with the directions of Consultant of the Employer and accordance with the terms of the said agreement.
- iv) That the Contractor/s shall take their own cost all the necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the site of the said works in the Contractor/s custody and on their own responsibility and shall at all times be open to inspection to the Employer's Engineers or any Officer authorized by the Employer. In the event of the materials or any part thereof being stolen, destroyed or damaged, the Contractor/s will further replace the same with other materials of like quality or repair and make good the same as required by the Employer.
- v) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Consultant of Bank of Baroda.
- vi) That the advances made by the Employer shall be adjustable as far as possible towards the price payable to the Contractor/s for the above said works under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the Contractor/s on account of work done, then on occasion of each such payment, the Employer will be at liberty to make a recovery from the Contractor/s bill for such payment by deducting there from the value of the said materials 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 amount of the advances made under these presents were calculated.

Tender Document for (BSVS/RSETI) at Kunwarpur, Haldwani

vii) That if the Contractor/s shall at any time make any default in the performances or observance in any respect of any of the terms and provisions of the said agreement or of these presents, the total amount of advance or advances that may still be owing to the Employer, shall immediately on the happening of such default be repayable by the Contractor/s to the Employer together with interest thereon at 12 % per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by reason of the default of the Contractor/s and the Contractor/s hereby covenant and agree with the Employer to repay and pay the same respectively to him/them accordingly.

viii) That the Contractor/s hereby charge all the said materials with the repayment to the Employer 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

ix) Powers contained therein if and whenever the covenant for payment and repayment hereinabove contained shall become enforceable and the money owing shall not be paid in Accordance therewith, the Employer may at any time thereafter adopt all or any of the following courses as he/they 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/s in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor/s Account in this regard with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor/s Account with the value of work done as if he/they had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor/s, they are bound to pay the same to the Employer on demand.

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

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

x) That except in the event of such default on the part of the Contractor/s as aforesaid, no interest shall be payable on the said advance.

xi) That in the event on 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 General Manager whose decision shall be final and no appeal shall lie against his/their decision before any court, arbitrator or authority. The provision of this Undertaking shall be deemed to be supplemental to the said agreement.

IN WITNESS WHEREOF the Contractor/s have set their hands to these presents the day and year first hereinabove written.

Signed, sealed and delivered by the said Contractor/s in the presence of

Witness:

Signature _____

Name _____

Address _____

(on Rs 100/- N J stamp paper)

ANNEXURE –K

PROFORMA OF CERTIFICATE OF PAYMENT BY CONSULTANT

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

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

Less: Advance adjusted to date

Balance Advance

Advance against material delivered at site

Amount of work done to date

Total

Less: Retention on work done

Less: Previously certified upto

Present Certificate (*)

Rupees _____

The cost of material supplied by you or payments made by you directly if any, and not covered herein above, should be adjusted before making the payment of the certified amount (*) Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount. By a copy of this letter, we are intimating the Contractor/s to call on you for the necessary payment.

Remarks, if any

The details of insurance policy are enclosed.

Enclosures: Bill

Signature of Architect/Consultant

ANNEXURE –L

PROFORMA OF HINDRANCE REGISTER

Name of the work: Date of state of work:

Name of Contractor: Period of Completion:

Agreement No. : Date of completion

Sr. No	Nature of Hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature Of Architect	Remarks

Consultant/ Architect

ANNEXURE –M

APPLICATION OF PROFORMA FOR EXTENSION OF TIME LIMIT

1. Name of Contractor
2. Name of the work as given in the agreement
3. Agreement No.
4. Estimated Tender amount.
5. Date of Commencement of work as per Agreement.
6. Period allowed for completion of work as per agreement.
7. Date of completion stipulated in Agreement.
8. Period for which extension of time has been given previously:
 - a) 1 extension vide Architects/ bank letter no. dtd, month, days st
 - b) 2 extension vide Architects/ bank letter no. dtd, month, days nd
 - c) 3 extension vide Architects/ bank letter no. dtd, month, days rd
 - d) 4 extension vide Architects/ bank letter no. dtd, month, days th 9. Total extension previously given.
- a) Reasons for which extensions have been given (copies of the previous application should be attached)
10. Period for which extension is applied for:
11. Hindrances on account of which extension is applied for with dates on hindrances occurred and the period for which these are likely to last :
 - a) Serial No.
 - b) Nature Of Hindrance:
 - c) Date of Occurrence:
 - d) Period for which is likely to last :
 - e) Period for which extension required for this particulars hindrance:
 - f) Overlapping period if any, with to item (e) above
 - g) Net extension applied for:
 - h) Remarks if any
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - a) Total value of extra work:
 - b) Proportionate period of extension time on estimated amount put tender
14. Total extension time required for 11 & 12 :

Submitted to the Consultant/Architects/Bank

----- Signature of contractor Date:



ANNEXURE –N

CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Sr No	Nature and Scope of Risk	Value of Insurance	Validity Period of Insurance	Name of the Insurer	Insurance Policy No.
1.	Loss of damage to works or any part thereof materials at site from any cause whatsoever including Fire (CAR)	100 % Contract Amount	The policy shall be valid till actual completion of work.	The Policy shall be in joint names of Employer and Contractor	
2	Damage, Loss or Injury to any Person of the Employer or Consultants including their representatives and third Party	15.00 lacs per claim upto 3 claims	The policy shall be valid till actual completion of work	The Policy shall be in joint names of Employer and Contractor	
3	Claims under the Workmen's Compensation Act, 1923	As per Govt. Rules	The policy shall be valid till actual completion of work	The Policy shall be in joint names of Employer and Contractor	

Signature of Contractor

Witnesses:

Address:

ANNEXURE O

FORM OF GUARANTEE FOR WATER PROOFING.

Name of the Project

Free Maintenance Guarantee- Waterproofing work

By -----

We hereby guarantee that the surfaces treated by us for waterproofing 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 during the period of ten 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 Contractor

ANNEXURE - P

INTEGRITY PACT (IP)

**MODEL PRE CONTRACT INTEGRITY PACT
(MAY BE MODIFIED AS PER PROJECT)**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ Month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its head office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

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

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

and

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

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

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

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

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

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 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 appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 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.

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

2.1 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.

2.2 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 Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 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.

2.7 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.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 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.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 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 closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 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.

3. Previous Transgression

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

3.2 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.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of Bank of Baroda
- (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of one years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.7 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

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

7. Independent Monitors

7.1 The BUYER will be appointing Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

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

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

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

1. Photographs :

During construction, the date stamp photographs shall be taken by the contractor each month and submitted to the Engineer-In-charge, showing details of specific requirements / measures being taken by the contractor towards above for documentary compliance and records.

SUMMARY OF QUOTED RATES		
SUMMARY OF DETAILED ESTIMATES FOR FURNISHING WORK OF PROPOSED BSVS AT KUNWARPUR, HALDWANI		
Item rates per unit are inclusive materials, labour, use of equipment, transportation, curing, finishing, profit, taxes, etc. complete.		
Sl. No.	Particulars	Amount in Rs. (Incl. GST)
1	FURNITURE (ANNEXURE-1)	
2	AIR CONDITIONING (ANNEXURE-2)	
3	TOTAL....(SI No 01 to 02)	
4	Discounts if any on SI No 03	
5	Grand TOTAL...(SI No 03 - SI No 04) in Figures and words	

(Signature)

Seal/STAMP of Company

Name of Authorised signatory
Designation