

TECHNICAL BID

VOL-I

TENDER DOCUMENT

FOR

FURNISHING OF
ZIAD/CAMP/RADIANCE HUB/DSO

AT

LUDHIANA

OFFICE OF THE
GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE
3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road
Ludhiana, Punjab. -141001

e-mailid:pe.zoludhiana@bankofbaroda.com

ARCHITECTS :

GURDEV GROUP OF ARCHITECTS

SCO 1094-95, SECTOR 22-B,
CHANDIGARH - 160 022
PHONE : 0172-2712201
MOBILE : 094170-08450

Time and Date of receipt of tenders: Till 4.00 PM on or before **29.01.2025**

Time and Date of opening of Technical Bids: At 5.00 PM on **29.01.2025** or
as decided

Mandatory information required for Prequalification of the bidder for Interior, Electrical and Air- Conditioner works.

Important:

1. Please type or handwrite in capital letters.
2. Attach copies of the supporting documents.
3. Please use additional sheets if required.

Name of the Bidder:

e-mail address:

Telephone number office:

Mobile No:

Fax no.:

Address 1 :

City:

Pin code:

Year of Establishment (Minimum five years establishment):

Status of the Firm:(Proprietor/Partnership /Ltd./Pvt.Ltd.)

Names of the directors/Partners/proprietor:

Name and address of the Bankers - 1 :

Name and address of the Bankers - 2 :

Registration number and date with Registrar of Companies/Firms:

Registration No of 'A' Class Electrical Contractor:

PAN Card Number:

GST Number:

(Attach Copy of PAN and GST Number)

Attach copies of the 3 years' Balance sheet:

Attach Current solvency certificate (not 3 months old)

(from your Banker for not less than Rs. Fifty Lacs):

Empanelment with the other Companies/PSUs:

Field of activities:

Main Activity:

Details of EMD Attached:

Attach List Number of Technical staff working in the organization:

Attach List number of other staff working in the organization:

Have you in past carried out any works for Bank of Baroda or its subsidiaries ?:

Have you been ever disqualified or levied penalty by the Bank in pa st for non fulfillment of the contractual obligations. If yes, please provide details in brief.:

Have you been ever been put on a holiday list or banned by any Public Sector Units? If yes please provide details in brief:

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Seal and Signature of the Bidder/s.

Date:

Place:

NOTICE FOR PREQUALIFICATION OF CONTRACTORS FOR:

NAME OF THE PROJECT: FURNISHING WORKS IN BANK OF BARODA ZIAD/CAMP/RADIANCE HUB/DSO, Ludhiana at 1ST Floor, Surya Commercial Centre, K-18, Opposite PAU Gate No.1, Ferozepur Road, LUDHIANA.

Bank of Baroda invites application for prequalification of Contractors from firms / Contractors of repute for the following work:

Name of the project Estimated Cost (FURNISHING WORKS IN BANK OF BARODA ZIAD/CAMP/RADIANCE HUB/DSO Ludhiana) COST OF THE PROJECT: **Rs. 67.00 Lacs**
Approx.

Contractors who are desirous of tendering for above work and fulfills the following requirements shall be eligible to apply.

For above work project.

- Average Annual financial turnover of **Rs. 20.10 Lacs** (minimum 30% of estimated cost of proposed project) for the firm during the last 3 years, ending 31st March 2024, should be at least supported with audited balance sheets.

- Experience of having successfully completed similar* jobs i.e. last - 7- years (as on **31-12-2024**), should be either of the following.

a. Three similar* completed works each costing not less than Rs **26.80 Lacs**(40% of the estimated cost)

OR

b. Two similar* completed works each costing not less than Rs **33.50 Lacs**(50% of the estimated cost)

OR

c. One similar* completed work costing not less than Rs. **53.60 Lacs** (80% of the estimated cost)

- Having sufficient number of experienced personnel, technical know-how, construction equipment & machinery-Mixers, Venerators, Tower & Mobile hoist, batching plants, Generator and other resources, to complete the project well in time with superior quality of materials and workmanship as per standard specifications.

Application by those firms who do not submit Performance Certificate from their previous employers are liable to be summarily rejected.

Application complete in all respects along with relevant document & information in Bank's format duly super scribing **PREQUALIFICATION OF CONTRACTORS for NAME OF THE PROJECT on envelope should reach at the following address on or before 29.01.2025 till 1600 hrs.**

OFFICE OF
THE GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE
3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road Ludhiana,
Punjab. -141001

The Bank reserves right to accept or reject any or all the applications without assigning any reasons whatsoever therefore.

NOTICE INVITING TENDER

Bank of Baroda invites tenders from contractors for the Proposed Interior, Electrical & A/C Works in Bank of Baroda- ZIAD/CAMP/RADIANCE HUB/DSO, Ludhiana.

Sealed tender on item rate basis duly filled in this tender copy is invited from contractors for furnishing work of Bank of Baroda, ZIAD/CAMP/RADIANCE HUB/DSO, Ludhiana

Earnest Money Rs. **67000/-** by demand draft or pay order payable at Ludhiana and drawn in favour of Bank of Baroda.

Time of Completion **60 Days** (including mobilization period).

Tender collection **Tender copies will be available at Bank's Website www.bankofbaroda.in/Tender from 9th January 2025 to 29th January 2025.**

Time date and mode of Submission of tender **Till 4.00 PM. On or before 29th January 2025 at the Office of,**

OFFICE OF
THE GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE
3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road Ludhiana,
Punjab. -141001

Tender shall be submitted duly filled in two bid systems and in the following manner only:

Envelope no.1 (Volume-1, Tender fee and EMD):

1. Volume-I (Pre-Qualification Criteria & Technical bid)

| | Favoring | Amount (Rs.) | DD/ Banker's cheque payable at |
|-----|----------------|--------------|--------------------------------|
| EMD | Bank of Baroda | 67000/- | Ludhiana |

- * Other supporting documents & credentials of the tenderer.
- * Additional Techno-commercial information, deviation, etc.

Envelope no. 1 must not contain price bid or else the Bank will disqualify the tender without any further scrutiny.

Envelope no. 2 (Price Bid):

1. Volume-ii (price bid)

Price bid received in any form other than format attached in the tender will be disqualified.

Both envelopes are to have clear heading on them As TECHNICAL BID and PRICE BID respectively and sealed properly.

One large envelope bearing on it the name of work PROPOSED REFURBISHMENT OF BANK OF BARODA **ZIAD/CAMP/RADIANCE HUB/DSO, Ludhiana**. And containing above two envelopes shall be submitted to

OFFICE OF
THE GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE
3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road Ludhiana,
Punjab. -141001

Time, Date of opening of Technical Bids- On **29th January 2025 at 5.00 PM (or as decided)**

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Sd/-.
BANK OF BARODA, ZONAL OFFICE
3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road Ludhiana,
Punjab. -141001

DETAILS OF TENDER

- | | | |
|-----|---|---|
| 1. | Details of work to be done | :Interior / Furnishing & Allied Electrical and Air- Conditioner Work. |
| 2. | Form of Contract | :Item wise rate |
| 3. | Earnest Money Deposit | :Rs. 67000/- (Rs Sixty Seven Thousands only) in form of Demand draft in favour of BANK OF BARODA payable at Ludhiana in a separate sealed Envelope. |
| 4. | Period of contract / time of Completion | : 60 Days (including mobilization period). |
| 6. | Liquidated damages for non-completion of work in time | :1.0% of the contract value per week subject to a max of 10% of the contract value. |
| 7. | Defect Liability Period | :12 months (Twelve months) from the date of virtual completion as certified by Architect / employer. |
| 8. | Retention amount for 12 months : | 5% of the total bill amount. |
| 9. | Period of submitting of Final bill. | :15 days from the date of completion. |
| 10. | Mobilisation Advance / Secured Advance | <u>:No Mobilisation Advance / secured Advance will be given to the Contractor.</u> |
| 11. | Place and date of opening of Tenders: | |

Office of
GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE
3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road Ludhiana,
Punjab. -141001

GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE
Z.O. LUDHIANA

**TENDER FOR THE FURNISHING OF BANK OF BARODA- ZIAD/CAMP/RADIANCE HUB/DSO
Ludhiana**

GENERAL CONDITIONS

1. The Contractor shall sign each page of this tender.
2. Payment to the Contractor Agency shall be made as per actual work done at site.
3. Quantity of work may increase or decrease at site as per requirement, which shall not affect the rates quoted by the contractor.
4. Furnishing works including electrical works etc. shall be done to the complete satisfaction of Bank and Architect-in-charge.
5. All teak / Cedar wood / rubber wood to be used should be knotless which is to be polished with all background surface preparation coarses maintaining the visibility of wood grains.
6. The contractor agency shall keep particular vigil on his workers / carpenters / painters etc. to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material / labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
7. All rates shall be quoted in words & figures & any cutting over writing shall be signed.
8. All items to be executed as per drawings, if any change is required, the same shall be brought to the notice of Architect-in-Charge.
9. Any tender / quotation containing clerical or arithmetical mistakes shall be rejected.
10. Any addition, alteration or correction shall be signed and stamped properly.
11. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. He must go through all drawings and specifications and documents.
12. The Bank reserves the right to accept / reject any tender / quotation without assigning any reason.
13. The Contractor agency should have already executed works of furnishing interiors & exterior, civil works of very good workmanship.
14. Quality of material and workmanship rejected by the Architect / Concerned Authorities shall be removed immediately by the contractor and rectified / replaced.
15. No advance payment shall be made to the Contractor on supply of any material supplied at site for execution. Payment shall only be made on execution of any concerned / particular item.
16. The rates shall include the cost of coat of anti termite treatment on all wooden frame work and all commercial ply / board used for partitions and paneling, furniture etc. The contractor/s shall have to dismantle & dispose the existing counters, tables & partitions within the quoted cost of the total furnishing works.
17. Rates for partitions, paneling, wall cladding and false ceiling shall include cutting and making good of necessary cut-outs/chiseling to be made for electrical conduits, switch boards etc.

18. Bank shall not be responsible for any loss or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities.
19. Any payment to the contractor on account of execution of work, whether it is running payment or final, shall be verified by the Architect-in-Charge.
20. Unless, otherwise mentioned all materials to be used shall be I.S.I. marked. Failure to do so, the work may be rejected and in that case contractor shall have to remove the defective materials and replace / re-do the work for which no claim shall be entertained.
21. The total work shall be supervised by the Architect-in-Charge and he/she shall be kept fully informed by the contractor regarding the progress of work.
22. Bank may award the work in part or whole to a single party or any other party.
23. It may please be noted that the Bank is not bound to allot the work to the lowest party. And as such, the allotment of work shall be based on workability of rates quoted by the contractor on account of quality work.
24. The bank reserves the right to reject any or all the tenders without assigning any reason whatsoever.
25. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers.
26. Earnest money paid by the contractor shall be forfeited by the Bank if contractor fails to undertake the job if he is communicated about acceptance his rates/tender.
27. The contractor shall take all the necessary precautions while working and to safe guard adjacent property, Bank's property, Bank's Employees, and traffic persons.
28. All the rates quoted are inclusive of removal of rubbish/ debris collected during the progress of work, rejected materials etc.
29. The contractor shall not directly or indirectly sublet the work to other party without written permission of the Bank.
30. The quantities mentioned in schedule are provisional and likely to increase/decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account.
31. The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
32. All the workers of the contractor must be properly covered by an insurance policy under "Workman's Compensation act" and "Fatal Accidents Act". The contractor at his own expenses arrange to effect and maintain until the virtual completion of the contract, insurance policy in the joint name of Bank and the contractor against this risk to be retained by the Bank until the virtual completion of the work, and indemnify the Bank from all the liabilities arising out of such events. In case of delay, contractor shall arrange to extend insurance policy till work is completed.
33. All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should keep intimating the Bank explaining, therein the reasons for such delays, immediately and if

in the opinion Bank's authorities the delay is justified, the contractor shall be granted extension in time limit.

34. The contractor shall furnish well in time before work commence at his own cost, colour samples, samples of materials or workmanship that may be called by Bank's Architect / Engineer for approval. Rates quoted shall cover for such preliminary work.
35. All the glass panes, door handles/ hinges, electric fittings, fans, furniture, records, floors etc. are to be thoroughly cleaned after the work is completed.
36. The rates quoted by the contractor shall be firm throughout the duration of contract (including extension of time if any granted) and will not be subject to any fluctuation due to variation in cost of material and labour.
38. Conditional tenders are liable to be rejected.
39. The successful tenderer is bound to carry out any item of work necessary for the completion of the job even those such items are not included in schedule of quantities.
40. If in any case of work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
41. Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to the respected qualified person, i.e. arbitrator as agreed to both the parties and his/her opinion shall be binding on both the parties. However, this is precourse to any legal action in this regard.
42. If at any stage during the progress of work, it is observed that the contractor is not progressing the work with due diligence, care of lagging much behind the schedule or fails to gear up the work despite instructions from Bank's Architect, the Employer (Bank) reserves the right to terminate the contract with 7 days notice. In such case the contractor shall be liable to pay the Employer to pay any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank will be forfeited.
43. Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye laws and shall be responsible for any lapse. It will be contractor's responsibility to deposit his/her labours' E.P.F, E.S.I. charges in the concerned departments.
44. At any stage i.e. during the execution of work, any kind of change reqd. whether it is in design or specification the same has to be in-corporated by the contractor.
45. All charges on account of water supply, electricity supply required for the execution of tender works shall be borne by the contractor.
46. **Successful Vendor/Service Provider/Supplier/Consultant/Contractor, who will be selected according to the service/work/project shall comply with the bank's code of ethics which is available on the Bank's website>Shareholder's Corner>Policies/Codes>our Code of Ethics.**

**TENDER FOR THE FURNISHING OF BANK OF BARODA - ZIAD/CAMP/RADIANCE HUB/DSO
LUDHIANA**

SPECIFICATIONS / BRANDS / MAKE OF ITEMS TO BE USED.

| <u>DESCRIPTION</u> | : | <u>BRAND</u> |
|--|---|---|
| a) Board / Ply / ACP | : | ARCHID, Green Ply, Duro, Century |
| b) Laminate 1mmth. | : | Merino, Formica, Sunmica, Aica, Greenlam, Century, AICA |
| c) Door Closer / Floor spring | : | Everite, Doorking, Ozone |
| d) Drawer & Keyboard, Slide Rails | : | Earl Bihari, Ebco, Ozone |
| e) Glue for fixing commercial Board / Laminate | : | Fevicol (Pidilite) |
| f) Glass | : | Triveni, Modi Float |
| g) Mortice Latch & Lock | : | Godrej, Harrison |
| h) Vertical Blinds | : | VistaLevelor / Mac. |
| i) Tapestry/leather foam | : | Harmony, Vimal, Bhor |
| j) Aluminium Sections | : | Jindal/Mahavir/Hindalco |
| k) False Ceiling | : | India Gypsum |
| Grid ceiling | : | Armstrong 2'x2' |
| l) Synthetic Enamel | : | Asian, Nerolac, ICI |
| m) Emulsion Paint/Plastic Paint | : | Asian, Nerolac, ICI |
| n) MCBs | : | Havells, L&T make |
| o) DB's | : | Havells, L&T make |
| p) Switch & Socket | : | Havells / L&T, Anchor Penta(Modular) |
| q) Pipe (PVC) | : | Uniplast, D-Plast, AKG |
| r) Telephone Cable | : | Delton |
| s) Wires | : | Havells, Finolex, R.R. Kabels, Polycab |
| t) Cables | : | Grandley, ICC, R.R. Kabels. |
| u) Fans | : | Khaitan, Crompton, Orient |
| v) Mirror Optics/LED's | : | Crompton, Philips |
| w) Spot light & light fittings | : | Crompton, Philips |

CONTRACTOR

BANK OF BARODA

FORM OF TENDER

To,

**GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE
3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road Ludhiana, Punjab. -141001**

Dear Sir/s,

**Ref : Proposed Interior, Electrical, Air- Conditioners & allied works of Bank of Baroda -
ZIAD/CAMP/RADIANCE HUB/DSO Ludhiana.**

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

I/We herewith deposit **Rs 67000/- (Rs Sixty Seven Thousand Only)** by Demand Draft or Banker's Cheque drawn in favour of Bank of Baroda as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **Rs 67000/- (Rs Sixty Seven Thousand Only)** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.

I/we also agree to provide bank guarantee, i.e.5% of the total quoted amount (at the time of award of work to us) which shall be released after one year of the completion of the work.

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

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

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

I/we enclose demand draft/banker's Cheque for **Rs 67000/- (Rs Sixty Seven Thousand Only)** towards Earnest Money deposit.

I/We understand that incase of work order being allotted I/We will deposit Initial Security Deposit of 2% of the total work value including Earnest Money Deposit (EMD) already paid along with the tender.

Yours truly,

Signature of the Tenderer
Place:
Date

INSTRUCTIONS TO TENDERERS:

1.0 Location:

1.1 The site is located at **1st Floor, Surya Commercial Centre, K-18, Opposite PAU Gate No.1, Ferozepur Road, LUDHIANA.**

1.2 Tenderers must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

1.3 The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

2.0 **Submission of Tender:**

2.1 Tender must be submitted in original and as per details given hereunder. The rates shall be filled in the Schedule given in, of the tender document.

2.2 The Tenderer is requested to quote strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations. However, deviations, if unavoidable, should be indicated separately indicating the specific page number and clause number against which the deviations are made. Wherever specifications of certain works are not available they shall be deemed to be done as per relevant I.S code.

2.3 Addenda to this tender document, if issued, must be signed and submitted along with the tender document.

2.4 **All pages to be initialed: -**

All signatures in tender documents shall be dated and stamped. All pages of tender documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

2.5 **Rates to be in figures and words:**

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

2.6 **Corrections and Erasures**

No corrections and alterations in the entries of tender papers shall be permitted. If any they shall be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.

2.7 The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender and shall be signed in /his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

2.8 When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.

- 2.9 **Witness:**
Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.
- 3.0 **Information required along with tender:**
The following details are required to be submitted along with tender:
- a) List of Sub contractors to be employed.
 - b) List of equipment proposed to be deployed for work.
 - c) Site Organization chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.
 - d) Income Tax Clearance and Sales Tax clearance certificates.
 - e) Power of Attorney in the name of persons who has signed the tender document.
 - f) Programme of work.
 - g) Each Tenderer shall submit with his tender a list of large works of like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed. The Tenderer shall also submit along with his tender a list mentioning the names of manufacturers of specialized items.
- 4.0 Any printing or typographical errors/omission in tender document shall be referred to the Architect/Interior Designers appointed by the Bank and their interpretation regarding correction shall be final and binding on Contractor.
- 5.0 **Transfer of Tender Documents:**
Transfer of tender documents purchased by one intending Tenderer to another is not permitted.
- 6.0 **Earnest money:**
- 6.1 The Tenderer shall pay the amount of Earnest Money as mentioned in the Notice Inviting Tender, by Bank Demand Draft payable to Bank of Baroda, **LUDHIANA**. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the bank draft along with the tender failing, which the tender will not be considered.
 - 6.2 The Earnest Money of the unsuccessful Tenderers will be refunded within a reasonable period of time without any interest.
 - 6.3 The Earnest Money deposited by the successful Tenderer shall be retained as part of Security Deposit.
 - 6.4 The Security Deposit shall be forfeited if the Contractor fails to observe any terms and conditions of the Contract.
- 7.0 **Validity:**
Tenders submitted by Tenderers shall remain valid for acceptance for a period up to 120 days from the date of opening of tender. The Tenderers shall not be entitled during the period of validity, without the consent in writing of Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.
- 8.0 **Addenda:**
- 8.1 Addenda to the tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms.
 - 8.1 Each addendum issued, would be put on Banks web site only. Each recipient will submit the same along with his tender. All addenda issued shall become part of Tender Documents.
- 9.0 **Right to accept or reject tender:**

- 9.1 The acceptance of a tender will rest with the Bank who do not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons. They also reserve the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. For this purpose Tenderer shall quote rates for various items which will be self sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the Bank deciding to delete, alter or reduce the quantities specified in respect of the any item.
- 9.2 The work may be awarded to one or more agencies duly splitting the work at the entire discretion of the Bank and the Architect/Interior Designer. The quoted rates shall hold good for such an eventuality.
- 10.0 Rates:**
- 10.1 The Bank is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, taxes including sales tax on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall the Bank be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc.
- 10.2 The rate quoted in the tender shall also include electric and water consumption charges for construction and erection. If power and water are available at the site, the Contractor shall have to make his own arrangements to obtain the connections from the available sources at his own expense and maintain an efficient service of electric light and power and water and shall pay for the services consumed and maintain the installations at his own cost. If no power and water are available at the site, the Contractor shall have to make his own arrangements to obtain power and water connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed.
- 10.3 The rate quoted in the tender by the contractor should include cost of 3 sets of 10" x 12" photographs done by a reputed professional photographer, of the completed work.
- 10.4 Contractor to include cost of pest control treatment of the entire site, including white ants, cockroaches, rodents for one year from date of virtual completion of the contract.
11. The entire interior work shall be guaranteed to be free from manufacturing defects, defective workmanship or materials and any defects that may appear within 6 months from the date of issue of completion certificate which in the opinion of the Bank/Consultants have arisen from bad manufacturing, workmanship or materials, shall upon intimation be made good by the Contractor at his own cost within the time specified. During the said period of 6 months the Contractor shall without any extra cost, carry out all routine and special maintenance of the Interior and attend to difficulties and defects that may arise. The Tenderer / Contractors shall associate with him during the execution and free service period, the operation and maintenance staff of the Bank.
12. Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.
13. The Tenderer shall guarantee that the work shall conform to the detailed specifications.
14. Before handing over the interior, 6 copies shall be furnished to the Bank along with 6 sets of "as built" drawings of all the works done as executed by the contractor. In addition to hard copy of as built drawings, the contractor shall also supply a Pen drive containing these drawings in a digital form (done with Progecad - 2021 or above version) similarly the operation and maintenance manual etc. shall also be supplied in a floppy with suitable indexing format for easy retrieval and reference.
- 15. Signing of the contract:**

- a. The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within **03 days** from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period. The Bank reserves the right to forfeit the earnest money/ security deposit and cancel the contract.
 - b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the Bank and the Contractor.
16. On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from the Bank shall be mentioned by the Tenderer.
17. If so decided, the Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
18. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers.
19. The Bank reserves the right to reproduce partly or fully the items executed on site anywhere in the country premises and no copyright claims shall be made by any contractor of any description from the Bank.
20. The Bank has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.

Signature of the Tenderer

Address : _____

Date : _____

Witness _____

Address _____

Date: _____

THE CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS OF CONTRACT

- 1.1 In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:
- 1.2 "Bank" shall mean "Bank of Baroda" with its Zonal Office at **Third Floor, Surya Commercial Complex, Opp PAU Gate No 1, Ferozpur Road, LUDHIANA- 141001** and shall include his/their heirs, legal representatives, assignees and successors.
- 1.3 The "Consultants" for Interior works shall mean Architect / Consultant design the total Interior & Civil works on behalf for Bank for the project.
- 1.4 "Contractor" / "Contractors" shall mean the person or the persons, firm or company whose tender has been accepted by the Bank and shall include his/their heirs, and legal representatives, the permitted assigns and successors.
- 1.5 "This Contract" - Shall mean the Articles of Agreement, the conditions, the Appendix, the Schedule of Quantities and specifications attached hereto and duly signed.
- 1.6 "Site" - Shall mean the site of the contracted works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.
- 1.7 "Works" shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract
- 1.8 "Contract Documents" shall include the notice inviting Tenders, the Articles of Agreements, the General Conditions of Contract, the special conditions of contract, the Appendices, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements, and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the Bank / Architect/Consultant and Contractors as admitted by the Bank before award of work and thereafter shall also form part of contract documents.
- 1.9 "Drawings" shall mean the drawings referred to in the specifications, description of items etc. and any modifications of such drawings approved in writing by the Architect/Consultant and such other drawings as may from time to time be furnished or approved in writing by the Architect/ Consultant.
- 1.10 "Notice in Writing" or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank or Architect/Consultant (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the contractors and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.
- 1.11 "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.
- 1.12 "Virtual Completion" shall mean that the works are in the opinion of the Architect/Consultant complete or fit for occupation.
- 1.13 Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires.
- 1.14 Headings and marginal notes to these conditions shall not be deemed to form a part there of or be taken into consideration in the interpretation or construction thereof or of the contract.

- 1.15 "Net Prices" - If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost Items and Provisional sum of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

2. SCOPE OF CONTRACT:

- 2.1 The contract comprises of the construction, completion and maintenance of the works, provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance.
- 2.2 The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect/Consultant/Bank. The Architect/ Consultant may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "instructions". These instructions shall be reflected either in the minutes or in any other form when Bank's approval/ consent is obtained in regard to: -
- 2.2.1. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- 2.2.2. Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.
- 2.2.3. The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.
- 2.2.4. The removal and/or re-execution of any works executed by the Contractor.
- 2.2.5. The postponement of any work to be executed under the provisions of this Contract.
- 2.2.6. The dismissal from the works of any person employed thereupon.
- 2.2.7. The opening up for inspection of any work covered up.
- 2.2.8. The amending and making good of any defects.
- 2.2.9. Co-ordination of work with other agencies appointed by the Bank for due fulfillment of the total work.
- 2.2.10. The Bank shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- 2.2.11. The Contractor shall forthwith comply with and duly execute any work contained in Architect/Consultants instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Architect/Consultant shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the Architect/Consultant, such shall be deemed to be the Architect/Consultant's instructions within the scope of the contract.
- 2.2.12. If Compliance with the Architect/Consultant's instructions involves any variation, the Bank shall pay the Contractor on the Architect's certificate the price of the said work (As an extra to be valued by the Architect as hereinafter provided).

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

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

2.2.15. 'Instruction' to the Contractor shall be generally issued through Architect/Consultant. However Bank may issue instructions directly, if deemed fit.

3. GENERAL OBLIGATIONS

3.1. CONTRACT:

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

3.2. TOTAL SECURITY DEPOSIT:

Total Security Deposit shall comprise:

- Earnest Money Deposit,
- Initial Security Deposit,
- Retention Money.

3.1.1. EARNEST MONEY DEPOSIT:

a) The Tenderer shall deposit an Earnest Money Deposit (EMD), in the form of Demand Draft drawn in favour of Bank of Baroda at the time of submission of tender as Earnest Money.

b) No tender shall be considered unless the Earnest Money is so deposited. No Interest shall be paid on this Earnest Money Deposit.

c) The Earnest Money of an unsuccessful Tenderer will be refunded, without any interest, soon after the decision to award the work is taken.

d) The Earnest Money Deposit shall stand absolutely forfeited if the Tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Bank, or if, after the tender is accepted, the Contractor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time limit.

3.1.2. SECURITY DEPOSIT:

3.1.2.1 The successful Tenderer to whom the Contract is awarded shall deposit as initial security deposit by Demand draft or Bank Guarantee a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money deposited by him.

3.1.2.2 The successful Tenderer shall pay security deposit within Ten days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.

3.1.2.3 The security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.

3.1.2.4 On virtual completion of the job and on the Contractor's submitting to the Architect/Consultant the "As built" drawings, the Architect/Consultant shall declare the job to be virtually complete and issue a certificate to this effect. Upon acceptance by Bank of such certificate, Security Deposit will be refunded after adjusting any dues recoverable from the contractors.

3.1.3 RETENTION MONEY:

3.1.3.1 In addition to the Initial Security Deposit, retention money shall be deducted from running account bills at 10% of gross value of certified work.

3.1.3.2 If the Contractors do not carry out the rectification work during the Defects Liability Period, the Banks shall have the right to get such defective work rectified after giving due notice in writing to the Contractors and recover the cost of repairs from the monies so retained.

3.1.3.3 On acceptance of Virtual Completion certificate, 50% of the total retention amount (i.e. 5% of the total completion cost including all variations) will be released.

3.1.3.4 The Balance 50% of retention amount will be released upon completion of 1 calendar year from the date of acceptance of Virtual Completion within 30 Days after adjusting all dues if any from the contractor.

3.2 ACCESS TO WORKS:

The Architect/Consultant/Bank and any person authorised by them shall at all reasonable times have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Architect/Consultant/Bank and their representatives for inspection and examination and test of the materials and workmanship. No person unless authorised by the Architect/Consultant or the Bank, except the Representatives of Statutory Public Authorities authorized by the Bank, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the Contractor shall obtain the written permission of the Architect/Consultant/ Bank for doing so.

3.3 TENDERER TO VISIT SITE:

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

3.4 INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

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

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

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

3.5 INSPECTION OF DRAWINGS:

Before filling in the Tender, the Tenderer will have to check up all Drawings and Schedule of Quantities, and will have to get an immediate clarification from the Architect/Consultant on any point that he feels is vague or uncertain. No claim nor damages or compensation will be entertained on this account.

3.6 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

- 3.6.4 Special specifications shall override General specifications.
- 3.6.5 For the sole purpose of determination of rates and prices, the Schedule of Quantities including its Preamble shall override Specifications and drawings.
- 3.6.6 Detailed drawings shall override General layout drawings.
- 3.6.7 Hard copies of the drawings shall override Soft copies.
- 3.6.8 Irrespective of these general guidelines the Contractor shall bring any discrepancy he notices immediately to the attention of the Architect/Consultant and shall follow Architect/Consultant's instructions accordingly.

4. QUALITY CONTROL

4.1 QUALITY ASSURANCE:

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

- Planning,
- Execution,
- Completion,
- Post Completion Maintenance.

4.2 DRAWINGS AND SPECIFICATIONS:

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

4.2.2 No drawing shall be taken as in itself an order for execution unless, in addition to the Architect/Consultant's signature, it bears express words stating remark "FOR CONSTRUCTION".

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

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

4.2.5 Any additional prints of drawings if any, required by the contractor will be supplied by the Architect/Consultant on the payment of charges as stipulated in clause 4.2.9.

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

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

4.2.8 ISSUE OF EXTRA CONSTRUCTION DRAWINGS:

4.2.8.1 Architect/Consultant will supply three sets of drawings to the Contractor for construction. Extra prints of drawings for construction will be issued on chargeable basis by Architect/Consultant as detailed hereunder:

| | | |
|-------------------|-----|-------------|
| 4.2.8.1.1 A0-Size | Rs. | 200.00 each |
|-------------------|-----|-------------|

| | | |
|-------------------|-----|-------------|
| 4.2.8.1.2 A1-Size | Rs. | 100.00 each |
| 4.2.8.1.3 A2-Size | Rs. | 75.00 each |
| 4.2.8.1.4 A3-Size | Rs. | 50.00 each |
| 4.2.8.1.5 A4-Size | Rs. | 25.00 each |

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

4.2.9 CONSTRUCTION DRAWINGS:

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

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

4.2.9.3 Extra/Variations not registered within 2 weeks on receipt of drawings will not be entertained.

4.2.10. SHOP DRAWINGS AND TECHNICAL DATA

The Contractor shall submit, in triplicate within mobilization period on receipt of acceptance of the tender, detailed shop drawings, and specifications showing the complete details of all relevant works required to be done by Bank of Baroda in connection with the Interiors. He will be held responsible for any discrepancies, errors, and omissions in the drawings or particulars submitted by him even if these have been approved by the Architect/Consultant. Any delay in submitting shop drawings shall be the Contractor's responsibility and shall be to his account.

4.2.11 TECHNICAL DATA:

Technical Data of relevant items shall be furnished as required.

4.2.12 ACTION WHERE THERE IS NO SPECIFICATION:

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

4.3 EXTENT OF CONTRACT:

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

4.4 MATERIALS & WORKS

4.4.1 APPROVAL OF SUPPLIERS:

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

4.4.2 MATERIALS SUPPLIED BY THE BANK:

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

of the said materials for being used in the Contract works and the Contractor will be in the same position as if the Contractor himself had purchased the said materials.

4.4.3. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

4.4.3.1. All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the Architect/Consultants instructions and / or any test of all materials, which the contract provides for, and Architect/Consultant may require. The Contractor shall submit the samples of various materials, to Architect/Consultant/ Bank for approval. Further, the contractor shall upon the request of Architect furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials which the Architect may require.

4.4.3.2. If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the Bank his grounds for his contention, and thereupon the Architect/Consultant/Bank shall verify the same and if required issue necessary clearances and/or instruction in writing.

5 VARIATIONS

5.1 VARIATIONS NOT TO VITIATE CONTRACT:

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

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

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

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

5.2 VARIATIONS TO BE APPROVED BY THE BANK

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

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

5.3 DEFECTS

5.3.1 DEFECTS AFTER COMPLETION:

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

deduct from such money a sum, to be determined by the Architect/Consultant, equivalent to the cost of amending such works, and in the event the said amount retained under relevant clause For "Certificate and Payment " and/or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

5.3.2 INSPECTION & TESTS

5.3.2.1 ACCESS FOR INSPECTION:

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

5.3.3. TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES:

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

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

5.3.4 TEST DATA

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

5.3.5. GENERAL CONDITIONS FOR TESTS TO BE CALLED FOR APPROVAL PURPOSE

5.3.5.1 The Contractor shall carry out in the presence of Bank's Representative all specified tests. Such tests shall be carried out at the manufacturer's works or at the works of the Contractor or approved Sub-Contractor.

5.3.5.2 The Contractor shall then forward all the relevant copies of Tests so performed in 3 sets for the record of the Bank/Architect/Consultant. No compensation of any kind will be payable to the Contractor for carrying out such tests.

5.3.5.2 The Contractor shall give clear 10 Days notice in writing for all such tests to be carried out at relevant place of Manufacture, Works, Sub-works etc.

6. COST CONTROL

6.1 QUANTITIES

6.1.1 SCHEDULE OF QUANTITIES:

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

6.1.2. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

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

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

6.1.3. ERRORS IN SCHEDULE OF QUANTITIES:

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

6.1.4 Prime cost & Provisional sums:

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

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

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

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

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

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

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

6.1.4.8 The Bank reserves the right to distribute /allot the work partially for which tenders have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank. Bank also reserves the right to delete any item of work at the time of execution of work.

6.2 VARIATIONS

6.2.1. EXTRA ITEMS / DEVIATIONS:

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

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

6.2.2 SCHEDULE OF QUANTITIES - VARIATION IN TENDER QUANTITIES

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

6.2.3 PRICES FOR EXTRAS ETC. - ASCERTAINMENT THEREOF:

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

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

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

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

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

6.2.3.6 The measurement and valuation in respect of the Contractor shall be completed within the "period of Final Measurement" or within three months of the completion of the Contract works as defined under Clause For "Certificate of Virtual Completion".

6.2.3.7 The Contractor shall submit the claims for Deviated items and Extra items as per proforma annexed hereto.

6.3 MEASUREMENTS

6.3.1 MEASUREMENT OF WORKS:

6.3.1.1 The Architect/Consultant shall from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Architect/Consultant's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

6.3.1.2 Should the Contractor omit to attend or neglect or omit to send such agent, then the measurements taken by the Architect/Consultant or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements specified in the Contract documents and, where no mode is specified, as per the latest edition of relevant I.S. Codes.

6.3.1.3.A certain percentage of measurements will be checked/test checked by the Bank as the case may be for each trade, and for this the contractor has to render all necessary assistance and co-operation.

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

6.3.1.5 All authorized extra works, omissions and all variations made without the Architect/Consultant's knowledge, but if subsequently sanctioned by the Bank in writing, shall be included in such measurements.

6.3.2 MODE OF MEASUREMENT

6.3.2.1 The mode of measurement for this contract shall be on item rate basis and shall include all quantities specified in the Schedule of Quantities of this tender/ contract. It shall be further deemed that all variations and deviations if specifically agreed to in writing shall also form part of this tender/ contract and shall be subject to measurements. All payments released to the Contractor shall be subject to verification of quantities on the basis of mode of measurements herein stated.

6.3.2.2 If the mode of measurement for any or all item is not specified in the contract, latest relevant IS. Code will prevail.

6.3.2.3 The Contractor shall give due notice to the Bank/Architect/Consultant in writing whenever any work is to be concealed or made inaccessible, in order that the work may be inspected and correct measurements are recorded before such concealment, in default whereof the same shall be at the option of the Architect/Consultant/ Bank to either open up for measurement at the Contractor's expense or no allowance shall be made for such work.

6.4. PAYMENTS & CERTIFICATION

6.4.1. CERTIFICATE & PAYMENT:

6.4.1.1 The Contractor shall be entitled for periodic Interim Certificates for work done of a minimum value as specified in Appendix hereto to be issued by the Architect/Consultant to the Contractor, and within stipulated number of days for ad hoc payment (if allowed) and for full settlement of the bill as indicated in appendix to General Condition of Contract hereto, subject to work being executed in accordance with this Contract and reasonable scrutiny by the Bank. The Retention at the given percentage rate of the value of certified work as indicated in the appendix subject to the specified limit shall be deducted from running bills. The Contractor shall be entitled under the Certificate to be issued by the Architect/Consultant, to receive payment of 50% of the total retention amount (deducted from all the running account payments) and 100% security amount (2% of the contract amount collected on award of the contract) after virtual completion and balance 50% of the retention amount at the end of the defects liability period, provided the defects are made good, according to the true intent and meaning hereof after due completion of work. Should any decorative works or painting be deferred on the Instruction of the Architect/Consultant under the relevant "Clause For "Suspension of Works", payments for such decorative work or painting shall be made up to the stipulated percentage on completion and the balance at the expiration of 6 months from that date. Provided always that the issue by the Architect/Consultant of any certificate during the progress of the works or after their completion shall not have effect as a Certificate of satisfaction or relieve the Contractor from his liability under the clause "Defects after Completion" and within the extent and period provided by the Statute of Limitations.

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

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

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

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

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

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

6.4.1.6 If agreed by the Bank in writing, the Contractor shall be paid for Supply of major items and materials -(75%) of value of material or item rate on prorata basis against delivery of materials at site - whichever is lower, on a Certificate, issued by the Architect/Consultant, in regard to quantity and, in conformity with the Contract Specifications. However, this advance will be given to the contractor against the stamped undertaking as per the proforma E in Annexure. On payment of (75%) for supply of materials and items, the property in goods shall vest in the Bank and the contractor will keep it in his custody indemnifying the Bank against any damage, loss, theft or mishap attributable to their storage.

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

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

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

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

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

6.4.2 Ad hoc payment for INTERIM BILLS:

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

6.4.3. CERTIFICATE FOR PAYMENT TO CONTRACTOR:

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

6.4.4. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:

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

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

6.4.5. LIEN ON SUMS PAYABLE TO THE CONTRACTORS

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

6.5 MOBILISATION ADVANCE:

6.5.1 On written application from the Contractor, the Bank may grant mobilization advance up to 10% of the amount of accepted tender. The mobilization advance will be released against production of Bank Guarantee for like amount. The advance shall be released after Contractor satisfies Architect/Consultant with production of documentary evidence that this amount of Mobilization Advance shall be used for procurement of material/equipment/labour for the work. The advance shall attract simple interest at the rate of (15%) per annum. The advance shall be secured by a Bank Guarantee from a Scheduled Bank (other than the Bank) for the amount of mobilization Advance plus interest at the rate of 15% per annum (in approved proforma), which will be recovered in the manner described hereinafter.

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

6.5.3 The mobilization advance shall be utilized by the Contractor for the purpose of this contract only and for no other purpose.

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

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

7. PROJECT MANAGEMENT

7.1 PROGRAM OF WORK:

7.1.1 The Tenderer shall, along with his bid, submit a schedule for completion of work, either in the form of a CPM Net Work or in the form of a bar chart, showing how he proposes to

complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to-month basis (for each month).

7.1.1.1 Quantum of work under each major item of work that would be carried out.

7.1.1.2 List of Sub-contractors.

7.1.1.3 Amount of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.)

7.1.1.4 Schedule of delivery of materials to site.

7.1.1.5 Approximate value of work contemplated to be completed each month.

7.1.1.6 Schedule and manner in which details or materials (to be issued by the Bank) are required from the Architect/Consultant /Bank

7.1.1.7 Time periods allowed for other agencies' work,

7.1.1.8 Various milestones to be achieved.

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

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

7.2 COMMENCEMENT OF WORK

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

7.2.1 The Contractor shall commence work forthwith or within the mobilization period defined in the Work order or within the maximum period of 15 Days, whichever is later, from the date of receipt of Work Order and shall regularly proceed with the work and ensure to complete same on or before the "day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained. Until the site is partly / fully handed over to the Contractor, the commencement of work shall include off-site activities including planning, procurement of materials shop drawings, manufacture/fabrication, interaction with Architect/Consultant / other contractors etc.

7.3 DATE OF COMPLETION:

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

7.3.2 Time is the essence of the Contract.

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

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

7.3.5 DELAY AND EXTENSION OF TIME:

7.3.5.1 If in the opinion of the Bank the works be delayed

- 7.3.5.1.1 by force majeure or
- 7.3.5.1.2 by reason of any exceptionally inclement weather or
- 7.3.5.1.3 by reason of proceedings taken or threatened by the dispute with adjoining or neighboring Banks or public authorities arising otherwise than through the Contractor's own default or
- 7.3.5.1.4 by the works or delays of other Contractors or tradesmen engaged or nominated by the Bank or the Architect/Consultant and not referred to in the Schedule of Quantities and/or Specifications or
- 7.3.5.1.5 by reason of the Architect/Consultant's instructions.
- 7.3.5.1.6 by reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the Architect/Consultant for which he shall have specifically applied in writing, ahead of time, giving the Consultant reasonable time to prepare such instructions, the Bank shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lockout, the Contractor shall, as soon as may be, given written notice thereof to the Architect/Consultant, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect/Consultant to proceed with the work.

7.3.5.2 The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of

- 7.3.5.2.1 Force Majeure
- 7.3.5.2.2 Exceptionally inclement weather
- 7.3.5.2.3 Loss and damage by fire and earthquake
- 7.3.5.2.4 Civil commotion, lockout, strike etc.
- 7.3.5.2.5 Delay on the part of the nominated Sub-Contractor or nominated supplier.
- 7.3.5.2.6 Delay on the part of the other Contractors employed by the Bank.

7.4 SUSPENSION OF WORKS:

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

7.5 WORK AT NIGHT:

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

7.6 WORK ON HOLIDAY:

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

8 PERFORMANCE

8.1 GENERAL

8.1.1 INDEPENDENT CONTRACTOR

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

8.1.2. ASSIGNMENT OR SUB-LETTING:

8.1.2.1 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 underlet the Contract or any part/ share thereof or interest therein, nor shall he take a new partner, without the written consent of the Architect/Consultant/ Bank 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.

8.1.2.2 Nominated Sub-contractors:

8.1.2.2.1 All specialists, merchants, tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Architect are hereby declared to be Sub-contractors employed by the Contractor and are herein referred to as nominated Sub-contractors. No nominated Sub-contractor shall be employed on or in connection with the works against whom the contractor shall make reasonable objection or (Save where in the Architect and Contractor shall otherwise agree) who will not enter into contract provided:-

8.1.2.2.2 That the nominated Sub-contractor shall indemnify the contractor against the same obligations in respect of the Sub-contract as the contractor is under in respect of this contract.

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

8.1.2.2.4 Payment shall be made to the nominated Sub-contractor within 30 Days of his receipt of the Architect's certificate provided that before any certificate is issued the contractor shall upon request furnish to the Architect proof that all nominated Sub-contractor's accounts included in previous certificates have been duly discharged; in default whereof the Bank may pay the same upon a certificate from the Architect and deduct the amount thereof from any sums due to the contractor.

8.1.3. OBTAINING INFORMATION:

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

8.1.4 THE SETTING OUT:

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

8.1.5. PERFORMANCE

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

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

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

8.1.6. EXECUTION OF WORK:

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

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

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

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

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

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

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

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

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

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

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

SITE MANAGEMENT

8.1.7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

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

8.1.7.2 The Bank shall not charge the Contractor for his own unrented ground but shall on no account be responsible for the expenses incurred by the Contractor for hired ground.

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

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

8.1.8 FACILITIES TO OTHER CONTRACTORS

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

8.1.9 STORES AT SITE:

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

8.1.10 ELECTRIC POWER FOR INSTALLATION

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

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

8.1.11 GENERAL CONDITIONS OF SUPPLY OF MATERIALS FOR EXECUTING INTERIOR FLOORING WORK

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

8.1.12 REMOVAL OF ALL OFFENSIVE MATTERS:

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

8.1.13 UNFIXED MATERIALS:

8.1.13.1 When any materials intended for the works shall have been placed at site by the Contractor, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the Architect/Consultant and when the Contractor shall have

received payment in respect of any Certificate in which the Architect/Consultant shall have stated that he has taken into account the value of such unfixed materials on the works, such materials shall become the property of the Bank, and the Contractor shall be liable for any loss or damage to any such materials.

8.1.14 REMOVAL OF IMPROPER WORK AND MATERIALS:

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

8.1.14.2 If the correcting works are not done in accordance with the Contract the Architect/Consultant, in consultation with the Bank, may allow such work to be got done through other parties at Contractors risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the Bank as in their opinion may be reasonable.

8.1.15 CLEARING THE SITE OF WORKS:

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

8.1.16 OCCUPATION OF PARTIALLY COMPLETED WORKS BY THE BANK:

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

8.1.17 PREPARATION FOR OCCUPATION AND USE ON COMPLETION:

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

8.1.18 KEEPING THE AREAS AND ACCESS ROADS CLEAN:

8.1.18.1 The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Architect/Consultant. Debris to be removed every 2 days.

8.1.18.2 The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the Consultant and local authorities.

8.1.19 COVERING UP OF WORKS:

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

8.1.20 MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

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

8.1.21 SITE SURVEY:

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

8.1.22 LABOUR HUTMENTS:

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

8.2 STAFF MANAGEMENT

8.2.1 INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:The Contractor shall furnish the Bank the following:

8.2.1.1 Detailed industrial statistics regarding the labour employed by him, etc.

8.2.1.2 The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.

8.2.1.3 A list of technically qualified persons Employed by him for the execution of the work.

8.2.1.4 The total quantity and quality of materials used for the work.

8.2.2 APPOINTMENT OF ENGINEERS/ SUPERVISOR:

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

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

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

8.2.3 SITE ENGINEER:

8.2.3.1 Successful Tenderer will have to, before receiving work order, select suitable Engineer/ supervisor to be interviewed by Architect/Consultant/Bank. It will be the responsibility of the selected

engineer to ensure that minutes of site meetings are maintained up-to-date. Contractors have to be up-to-date for each site meeting to be held.

8.2.4 CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

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

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

8.2.5 DISMISSAL OF WORKMEN:

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

8.2.6 OTHER PERSONS ENGAGED BY THE BANK:

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

8.3 SAFETY MANAGEMENT

8.3.1 REPORTING OF ACCIDENTS TO LABOUR:

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Architect/Consultant and Bank who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the Insurance Clause of the General Conditions.

8.3.2 Use of Explosives:

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

8.3.3 Safety codes

Scaffolds:

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

8.3.3.1 Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or

otherwise secured, at least 1m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure.

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

8.3.3.3 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.

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

8.3.3.5 Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length.

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

8.3.3.7 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

8.3.4 OTHER SAFETY MEASURES:

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

8.3.4.2 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

8.3.5 PERSONAL SAFETY EQUIPMENTS:

8.3.5.1 All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

8.3.5.2 Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles.

8.3.5.3 Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.

8.3.5.4 Those engaged in welding works shall be provided with welder's protective eyesight lids.

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

8.3.5.6 When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

8.3.5.7 The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:

8.3.5.8 No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

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

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

8.3.5.11 When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

8.3.5.12 Adequate washing facilities should be provided at or near places of work.

8.3.6. HOISTING MACHINES

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

- 8.3.6.1.1 This shall be of good mechanical constructions, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- 8.3.6.1.2 Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 8.3.6.1.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- 8.3.6.1.4 In case of every hoisting machine and of every chain ring hook, shackle, shovel and pulley block used in hoisting or as means of suspension of the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case, a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond its specified capacity.
- 8.3.6.1.5 In case of departmental machines, the safe working load shall be notified by the engineer as regards contractor's machines, the contractor shall notify the safe working load of the machine to the engineer whenever he brings any machinery to site of work and get it verified by the engineer concerned.
- 8.3.6.1.6 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations that are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any

rings, watches and carry keys or other materials that are good conductors of electricity.

- 8.3.6.2 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot .The person responsible for compliance of the safety code shall be named therein by the Contractor.
- 8.3.6.3 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- 8.3.6.4 Notwithstanding the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in Force in the Republic of India.

8.4 RISK MANAGEMENT

8.4.1 WORK PERFORMED AT CONTRACTOR'S RISK:

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

8.4.2 CONTRACTOR'S LIABILITY AND INSURANCE

- 8.4.2.1 From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightening, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

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

- 8.4.2.2 Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor. The said insurance shall also provide cover for the removal of debris of the

lost or damaged works. The said insurance shall be in the joint names of the Bank and the Contractor, Banks name being mentioned first in the policies and the Contractor shall deposit with the Bank the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Bank only and may be paid to the Contractor or any other agency of Bank's choice in the installments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.

- 8.4.2.3 The Contractor shall at all times indemnify and keep indemnified the Bank against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Bank's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Bank or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- 8.4.2.4 Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/sub-Contractor/nominated Sub-Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub-Contractor. Such insurance shall be taken to include both employees/ workmen covered by the Workman's Compensation Act 1923, as well as those employees /workmen not covered by the said Act. Separate insurance policies may be taken for employees/work men covered by Workman's Compensation Act 1923, and employees/ workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this paragraph for the personnel in employment with the Contractor/Sub-Contractor may be in their Bank's names of the Contractor/Sub-Contractor/nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor/Sub-Contractor/nominated Sub-Contractors, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Bank. The policy in original shall be deposited with the Bank. However, if the Policy obtained by the Contractor is not project specific but covers several works, a certified copy of the Policy shall be submitted to the Bank, together with original which shall be returned after verification.
- 8.4.2.5 The Contractor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Bank and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Five Lacs. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Bank within seven days of its issue by the insurer.

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

their own insurance Policy and the Contractors will cease to be responsible for the insurance of Bank's personnel.

- 8.4.2.15 The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the Architect/Consultant. Once delays are certified by the Architect/Consultant, he shall have to ensure that the insurance Policies are progressively extended.
- 8.4.2.16 The Banks' insurance Policy shall cover the risk for Banks' agents, Consultants, Architect/Consultants etc. appointed by the Bank.
- 8.4.2.17 The Bank shall insure the building in totality on obtaining possession of the building and other structures.

Insurance in respect of damages to persons & property

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

Fire Insurance:

1. The Contractor shall at the time of signing the Contract, Insure the works and keep them Insured until the virtual completion of the contract, against losses or damages by fire, as approved by the Architect, in the joint names of the Bank and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property or the Bank only, fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the contractor or of any sub-contractor of the Bank. The contractor shall deposit the policy and receipts for the premiums of the same with the Architect within Ten days of the signing the contract or on receipt of the Work order, whichever is earlier unless otherwise instructed by the Architect. In default of the contractor insuring as provided above, the Bank or the Architect on his behalf may so issue any may deduct the premium paid for any money due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurance office, should they elect to do so, proceed with all due diligence with the completion or the work in the same manner as though the fire had not occurred and in all respects under the same conditions of the contract. The contractor shall be entitled to such extension of the time for completion as the Architect deems fit.
2. The amount so due as aforesaid shall be total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the work up to and including a date not more than seven days prior to the date of the said certificate less the amount to be retained by the Bank (As hereinafter provided) and loss any installment, previously paid under this clause. Provided that such certificates shall only include the value of the said materials and goods as and from time they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected weather.)

9. FAILURE OF PERFORMANCE

9.1 DAMAGES FOR NON-COMPLETION:

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

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

- 9.2.1 If the Contractor after receipt of written notice from the Architect/Consultant in prior consultation with the Bank requiring compliance with such further drawings and/or instructions to remove, fails within seven days to comply with the same, the Architect/Consultant with prior consent of the Bank may employ other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on a certificate by the Architect/Consultant as a debt to be deducted by him from any moneys due or to become due to the Contractor.

9.3 DETERMINATION OF CONTRACT:

If the Contractor except on account of any legal restraint upon the Bank preventing the continuance of the works, on account of any of the causes mentioned in Clause "Delay

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

9.4 NOTICES:

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

9.5 TERMINATION OF CONTRACT BY THE BANK

- 9.5.1 If the Contractor being an individual or a firm, commits any act of insolvency or shall be adjudged as Insolvent or being an incorporated Company shall have an order for Compulsory winding up or applies for voluntary winding up or subject to the supervision of the Court and of the Official Assignee or the Liquidator in such acts of Insolvency or

winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the **Architect/Consultant** that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the **Architect/Consultant** or if the Contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this Contract, to be attached by or on behalf Of any of the creditors of the Contractor.

Or shall assign or sub-let the Contract without the consent in writing of the **Architect/Consultant** first obtained.

Or shall charge or encumber this Contract or any payments due Or which might become due to the Contractor there under,

Or if the **Architect/Consultant** shall certify in writing to the Bank that the Contractor

9.5.1.1 Has abandoned the Contract, or

9.5.1.2 Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Consultant written notice to proceed, or

9.5.1.3 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

9.5.1.3 Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Consultant written notice that the said materials or work were condemned and rejected by the Architect/Consultant under these conditions, or

9.5.1.5 Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or

9.5.1.6 Has to the detriment of good workmanship or in defiance of the **Architect/Consultant** instructions to the contrary sublet any part of the Contract.

Then in any of the said cases the Bank may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the **Architect/Consultant** or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works or by employing any other Contractors or other persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Architect/Consultant shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Bank shall sell the same by public auction, or otherwise and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Bank for the values of the said plant and material so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank, to the Contractor, or, by the Contractor to the Bank, as the case may be, and the certificate of the Architect/Consultant shall be final and

conclusive between the parties. On termination of the Contract, the Contractor shall forthwith remove himself and his workmen from the works site.

9.6 TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

9.6.1 If payment of the amount payable by the Bank under the Certificates of the Architect/Consultant with interest as provided for hereinafter shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the Contractor to the Bank (or if the Bank interferes with or obstruct issue of any such Certificates), or the Bank commits any 'Act of Insolvency', or if the Bank being an individual, or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or Voluntarily, or if the official Assignee of the Bank being an individual, or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or Voluntarily, or if the official Assignee of the Bank shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up fails within fifteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to become due hereunder and if required by the Contractor, to give security for the same, or if the works be stopped for three months under an order of the **Architect/ Consultant** or the Bank or by any injunction or other orders of any court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank, through the Architect/Consultant, and he shall be entitled to recover from the Bank payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

9.6.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with "Prices for Extras, etc. Ascertainment thereof".

9.7 FORECLOSURE OF CONTRACT IN FULL OR IN PART:

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

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

10 COMPLIANCE

10.1. COMPLIANCE TO BANK'S/LEGAL NORMS

10.1.1 NOTICES

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

10.1.2 AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:

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

- 10.1.2.1. The Contractor shall bring to the attention of the **Architect/Consultant** all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the Bank or the Architect/Consultant and pay to such Authority, or to any public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the **Architect/Consultant**.
- 10.1.2.2. The Contractor connection with the works or temporary works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Architect/Consultant before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. All statutory fees, deposits etc paid by the contractor for permanent works to be handed over to Bank which shall be reimbursed to him by the Bank against documentary proof.
- 10.1.2.3. The Contractor expenditure incurred in obtaining such approvals is deemed included in the rates quoted by the Contractor.

10.1.3 Notices to Local Bodies:

- 10.1.3.1 The Contractor execution of work issue a certificate to the Bank/ Architect/Consultant that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission the Police permission etc.

10.1.4 WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR:

- 10.1.4.1 The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the Contract as per the Labour Laws. Wages as applicable for the construction work as per norms stipulated by the local authorities, under whose jurisdiction the site falls, or any other statutory body or authority of the concerned State or Government of India shall be followed by the contractor. No violation of such statutory laws and rules shall be permissible. This will also include the minimum and the maximum allowable wages for various categories of labour to be employed by the contractor.
- 10.1.4.2 All wages shall be paid in full and without any deduction whatsoever at the approved rates and for full time actually worked during the wage period. Officers of Architect/Consultant or an Officer of the Bank as may be authorised in that behalf shall have power to exercise supervision over the labour employed by the Contractor, and for such other purpose any of these officers may inspect the wage books, muster books and other labour records of the Contractor. In the event of the report of such Officer/s showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the Contractor and his
- 10.1.4.3 Labours are not satisfactory, the Architect/Consultant/Bank shall pass such orders upon the report as he considers desirable, and those orders shall be final

and binding upon the Contractor. The contractor shall indemnify and keep indemnified the Architect/Consultant and / or the Bank against any claim arising from failure of the Contractor to comply with such labour laws.

- 10.1.4.4 The contractor shall register with Assistant Labour Commissioner (Central) as contractor approved by the Bank.

10.1.5 DISPLAY OF NOTICES

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

10.1.6.1 INSURANCE POLICIES:

- 10.1.6.1 The Contractor shall not commence any work at site, until all the insurance Policies, as required here and in terms of the General Conditions of Contract, have been submitted to the Bank. Renewal of the same if required due to extension of time for completion or similar reasons is also the responsibility of the Contractor.

- 10.1.6.2 Notwithstanding anything to the contrary mentioned in the Contract, Contractors have to submit all Insurance Policies to the Bank directly to make the Bank satisfy them regarding adequacy of values of Insurance, validity etc. as per contractual clauses.

- 10.1.6.3 The Contractor shall arrange for renewals of these policies on their own. Any omissions to do so or delay in non-receipt of any information will be no excuse for failure to renew them or keep them in force without a break.

10.1.7 INDEBTEDNESS AND LIENS:

- 10.1.7.1 The Contractor agrees to furnish the Bank from time to time during the progress of the work as requested, verified statements showing the Contractors' total outstanding indebtedness in connection with the work covered by the Contract.

- 10.1.7.2 Before final payment is made, the Bank may require the Contractor to furnish the Bank with satisfactory proof that there are no outstanding debts or liens in connection with the Contract. If during the progress of the work, the Contractor shall allow any indebtedness to accrue to Sub-Contractors or others and shall fail to pay or discharge same within Seven days after demand, then the Bank may withhold any money due to the Contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

10.1.8 INDIAN STANDARDS CODE:

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

10.1.9 TREASURE TROVE:

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

10.1.10 TECHNICAL AUDIT

- 10.1.10.1 The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.
- 10.1.10.2 The Bank shall have a right to cause a technical examination and audit of works and final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the Bank to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly paid by the Bank.
- 10.1.10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Bank and set off against any claim of the Bank for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Bank.

11. ROLE OF ARCHITECT / ARCHITECT/CONSULTANT:

11.1 ROLE OF THE ARCHITECT/CONSULTANT

- 11.1.1 Architect/Consultant's duties are to design, control and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordinating with all other agencies and Civil Contractor, checking of measurements, certification of bills, preparing extra deviation items, preparing minutes of meetings etc.
- 11.1.2 Wherever it is mandatory by law that the Architect/Consultant so appointed by the Bank shall be registered with the council of architecture/Competent Authority.
- 11.1.3 The Contractor shall afford the Architect/Consultant every facility and assistance for examining the works and materials and checking and measuring time and materials. The Architect/Consultant shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially confirmed by a written order of the Bank.
- 11.1.4 The Architect/Consultant shall act in consultation with the Bank regarding quality of works, interpretation of drawings, contract documents and finalize the selection of finishing materials. The Architect/Consultant shall check/ record the measurements made by Contractor's representative for all items of works and on completion hand over the records to the Bank.
- 11.1.5 The Architect/Consultant shall have the power to give notice to the Contractor or his Engineer In charge about the non - approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architect/Consultant in consultation with Bank if required is obtained. The work will from time to time be visited by the Architect/Consultant / Bank but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the

Architect/Consultant as the case may be. In other words the contractors shall take total responsibility for the execution of work / items of work by using quality materials and providing best of workmanship to fulfill the true intent of the tender provision. 18.1.6. The Architect/Consultant shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Bank, which shall be duly notified to the Contractor.

11.2 TO DEFINE TERMS AND EXPLAIN PLANS:

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

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

- 11.3.1 The Architect/Consultant's decision, opinion, direction, Certificates (except for payments) with respect to all or any of the matter under clauses "2, 8.1.7, 4.4.3 6.2.3, 8.4.2 (a) (b), (c), (d), (f)" and the schedule of rates, hereof shall be final and conclusive and binding on the parties hereto and shall be without appeal. Banks' instructions if any, in this regard in case of any urgency, shall also be confirmed/vetted by the Architect/Consultant at the earliest possible.
- 11.3.2 Any of the decision, opinion, direction certificate, or valuation of the Architect or any refusal of the Architect to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Architect under the following clause.

11.4 TYPOGRAPHICAL OR CLERICAL ERRORS:

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

11.5 SITE VISITS:

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

11.6 ADDRESS FOR SERVICE

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

Address for the Bank

**OFFICE OF THE
GENERAL MANAGER
BANK OF BARODA, ZONAL OFFICE**

**3RD Floor, Surya Complex, Opp PAU Gate No1 Ferozepur Road Ludhiana,
Punjab. -141001**

11.7 TAKING OVER

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

11.8 DISPUTES

11.8.1 SETTLEMENT OF DISPUTE BY ARBITRATION

- 11.8.1.1 Disputes and differences of any kind whatsoever arising out of or in connection with this contract or the carrying out of the works (whether during the progress of the works or within one year after their completion, or within one year after the determination or abandonment or breach of the contract) excepting however, on matters referred to in clause 9.3 and 9.5 of General Conditions of Contract hereof, shall be referred by either party for arbitration after giving at least 30 days notice in writing to the other(s) (hereinafter referred to as the 'Notice for Arbitration') clearly setting out the items of disputes for reference to a Sole Arbitrator to be appointed as hereinafter provided.
- 11.8.1.2 For the purpose of appointing the Sole Arbitrator referred to above, the Bank will send to the Contractor within thirty days of the Notice for Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Bank and the Contractor.
- 11.8.1.3 The Contractor shall on receipt of the names as aforesaid, select any one of the persons so named to be appointed as a Sole Arbitrator and communicate his name to the Bank within thirty days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Bank shall make the selection and appoint selected person as the Sole Arbitrator. In the event, the contractor communicates disagreement to appointment of Sole Arbitrator as selected by the Bank than notwithstanding such disagreement, the person selected, as sole Arbitrator by the Bank shall be the sole Arbitrator.
- 11.8.1.4 If the Bank fails to send to the Contractor the panel or three names as aforesaid within the period specified, the Contractor shall send to the Bank a panel of three names of persons who shall all be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person's names and appoint him as the Sole Arbitrator. If the Bank fails to select the person and communicate such selection to the Contractor, the Contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Bank, provided however in case if delay by the contractor as regards such selection, the Arbitrator selected by the Bank shall be appointed as sole Arbitrator.
- 11.8.1.5 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 as aforesaid.
- 11.8.1.6 The decision of the Architect/Consultant with respect to the matters referred in clause 9.3 and 9.5 of General condition of Contract herein, shall be final and outside the scope of arbitration. The Sole Arbitrator shall have power to open up, review and revise any certificate, opinion or decision, requisition or notice save in regard to matters enumerated in clause 9.3 and 9.5 of General Conditions

hereof written and to determine all other matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. Subject to aforesaid, the Arbitration shall be governed by the Arbitration Act, and Conciliation 1946 or any other statutory modification thereof. The Award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the contract and give a reasoned Award.

- 11.8.1.7 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 directed to be borne and paid by such party or parties to the dispute, in such manner or proportion as may be directed by the Arbitrator in the Award.
- 11.8.1.8 The Bank and the Contractor hereby also agree that the Arbitrator under this clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

18.8.2. Settlement of dispute by arbitration:

- 11.8.2.1 All disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within one year after their completion, or within one year after the determination or abandonment or breach of the contract) shall be referred to and settled by the Architect, who shall state his decision in writing. Such decision in writing may be in form of a final certificate or otherwise. The decision of the Architect with respect of any of the expected matters shall be final and without appeal as stated in the relevant clause on "matters to be finally decided by the Architect." (Clause no.11.3).
- 11.8.2.2 But if either the Bank or the contractor be dissatisfied with the decision of the Architect on any matter, question or dispute of any kind (except any of the expected matters) or as to the withholding by the Architect of any certificate to which the contractor may claim to be entitled, then and in any such case either party (the Bank or the Contractor) may within (28 days) after receiving notice of such decision, give a written notice to the other party through the Architect requiring that such matters in dispute be arbitrated upon. Such written notice (hereinafter referred to as the 'notice for arbitration' shall clearly set out the items of disputes for reference to a Sole Arbitrator to be appointed as herein after provided: specify the matters which are in dispute and such dispute and difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitrator being a fellow of the Indian Institute of Architects to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single Arbitrator, to the arbitration of two Arbitrators both being fellows of the Indian Institute of Architects, and to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of reference appoint an umpire. The Arbitrator, the Arbitrators or the Umpire shall have the power to open up, review and revise any certificate, opinion, decision, requisition or notice save regard to the expected matters referred to the preceding clause, and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given aforesaid. Upon every or any such reference the cost of an incidental to the reference and award respectively shall in the direction of the Arbitrator, or Arbitrators or the Umpire who may determine the amount thereof, or direct the same to taxed as between attorneys and client or to between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to The Arbitration act, 1989 or any statutory modification thereof. The award of the Arbitrator, or the Arbitrators, or the Umpire shall be final and binding on the parties, Such reference except as to the withholding by the Architect of any Certificates under clause 7.3.5 to which the Contractor claims to be entitled,

shall not be opened or entered upon until after the completion of alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the Bank and Contractor.

11.8.3. ARBITRATION:

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

11.8.4. LEGAL:

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

18.8.5. WORK TO BE CONTINUED DURING THE PENDANCY OF THE ARBITRATION

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

SPECIAL CONDITIONS OF CONTRACT

1. Tenderers must have Experience of ISO 9002 standard Electrical/ Data cabling works, having 'A' class Electrical Certificate.
2. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
3. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all "rates only columns" and sign all corrections.
4. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.]
5. Each of the tender documents shall be signed by the Tenderer.
6. The Tenderer whose tender is accepted shall be bound to enter in to the contract within eight days of intimation from BANK.
7. Work shall be done night and day without extra charge, if necessary.
8. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
9. Materials supplied by owner shall be used only in owner's work.
10. Contractors shall pay any local charges relating to execution of work.
11. Contractor shall allow for all wastages in the rates.
12. Contractor shall arrange for all temporary connections.
13. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Architect/Consultant is the final authority for the interpretation.
14. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
15. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.

16. Contractors shall insure whole work against fire, PICT and third party.

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

| | | |
|---|--|--|
| A | Mobilization | Included in the total completion time of 60 days |
| B | Date of Commencement of work onSite | 3 days after of date of work order. |
| C | Completion Period | 60 Days |
| D | Date of Virtual completion | As per bar chart |
| E | Earnest Money Deposit | Rs. 67000/- (Rs Sixty Seven Thousands Only) By Demand Draft or Banker's Cheque |
| F | Security Deposit | @ 2% of Contract Value refundable on Virtual completion. Including EMD |
| G | Retention Money | 10% of the total work including security deposits 12 calendar months from Virtual Completion. 50% of the same may be refunded on certificate by project architect on completion of the work. |
| H | Defects Liability Period | 12 calendar months from Virtual Completion |
| J | Liquidated Damages for Delay | 1% per week up to max, of 10% of Contract value |
| K | Period of Final Measurement | 1 month |
| L | Frequency of Interim Bills and amount | Per 15 days |
| M | Period of honoring interim Certificate | 7 working days. |
| N | Rate of interest for delayed payments | Not Applicable |

Signature of Contractors:

Witness:

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

PROFORMA A

DEVIATIONS (INTERIM)

Name of Work:

Interim Bill No.:

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

PROFORMA 'B'

DEVIATIONS (FINAL)

Name of Work:

Interim Bill No.:

| Tender Provision | Actual Amt. | Excess (+) Rs. | Savings (-) Rs. | Saving (-) Rs. | Remarks |
|--------------------------------|-------------|-------------------|--------------------|-------------------|---------|
| | | | | | |
| Deviated Items (+) | | | | | |
| Extra Items (+) | | | | | |
| Deleted Items (-) | | | | | |
| Net Excess / Savings | | | | | |
| Tender Items (As executed) | | | | | |
| Actual Cost (As Executed) LESS | | | | | |
| Tender Cost | | | | | |
| Net Excess / Saving | | | | | |

PROFORMA C**CONTRACTORS' LIABILITY AND INSURANCE SUMMARY**

| Name & Number of Policy with Description | Value of Insurance | Validity Period (covered under policy) | Loss or damage to work Insurance or any part thereof and all materials at site from any cause whatsoever |
|---|-----------------------|--|--|
| 1. | 2. | 3. | 4. |

a)

b)

c)

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

a)

b)

c)

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

Signature of Contractor

Address:

Witness: _____

PROFORMA D

REPORT OF VIRTUAL COMPLETION

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

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

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

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

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

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

This undertaking executed at this day of _____ month of year ____ By _____ (hereinafter called the Contractors) IN FAVOUR OF which expression shall include its _____

The _____ and having its _____ (herein after called the Bank) which expression shall include its successors and assigns.

The Bank and the Contractors have entered into an Agreement dated _____ for construction of an office complex on piece of land belonging to the Bank at _____ (hereinafter called as the said agreement) in terms of which Contractors will be paid an advance of 75% of the cost of materials brought by the Contractor to the site for consumption in the works at the discretion of the Bank.

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

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

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

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

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

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

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

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

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

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

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

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

Deduct all or any part of the money owing hereunder out of the security deposits or any sum payable to the Contractor under the said agreement.

That except in the event of such default on the part of the Contractor as aforesaid, interest on the said advance shall not be payable.

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

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

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

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

WITNESS:
SIGNATURE
NAME
ADDRESS

WITNESS:

SIGNATURE

NAME

ADDRESS

PROFORMAS

SCHEDULE OF EXCEPTION AND DEVIATIONS

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

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

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

| Item | Ref. Clauses | Description of Exceptions and / or Deviations |
|------|--------------|---|
| | | |

SIGNATURE OF TENDERER

EQUIPMENT TO BE DEPLOYED AT SITE

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

| Type | Number | Make | Capacity | Location | Bank |
|------|--------|------|----------|----------|------|
| | | | | | |

SIGNATURE OF TENDERER

SCHEDULE OF PROPOSED SITE ORGANISATION

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

BIO-DATA OF SITE-IN-CHARGE & KEY PERSONNEL

SIGNATURE OF TENDERER

Certified that the above information is correct

SIGNATURE OF TENDERER