

OWNERS
STATE BANK OF INDIA
REGIONAL BUSINESS OFFICE, ZONE-1
ASHOK SILK MILLS COMPOUND,
1ST FLOOR, LBS MARG,
GHATKOPAR (WEST)
Mumbai-400086

TENDER DOCUMENTS FOR
INTERIOR/ CIVIL WORKS
FOR KURLA (W) BRANCH,
SHOP NO.6&7, KANAKIA ZEYLON,
LBS ROAD, KURLA (W), MUMBAI.

VOLUME I
TECHNICAL / CONDITIONS BID

ARCHITECT

KALA AREKHAN

101, Vindhyachal Co-op Housing Soc., Plot No. 204,
Sector IV, Charkop, Kandivali (W), Mumbai-400 067.
Tel No: 2868 2567.

NOTICE INVITING TENDERS

1. Sealed item rate tenders are hereby invited on behalf of state bank of India for the proposed interior/civil works of Kurla (W) branch ,at shop no.6 &7,Kanakia Zyelon, LBS Road, Kurla (W)Mumbai
2. The work is to be completed within 1 Month from the date of issuing of work Order by the Bank to the contractor.
3. The tender documents can be obtained from 22 / 02 / 2017. Each tender set comprises of the following:
 - 3.1. Part I (Technical/Conditions Bid) - Contents as per index sheet.
 - 3.2. Part II (Commercial Bid) - Contents as per index sheet.
 - 3.3. 2 nos. Drawings
4. Tender documents shall be made available in the office of Architect from **22/02/2017** to **09/03/2017** during working hours, on payment of non refundable tender cost of Rs.1500/- . and the last date for receipt of duly filled tender is **9th March 2017 (11.00 AM)**. The tenders received shall be opened on **09/03/2017** at **11:30 AM** hours on the same day at the office of the Employers (where the tenders will be submitted) in the presence of the tenderers who may wish to be present.
5. The tender documents in the manner as prescribed hereinafter including the set of drawings must be returned to the

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on or before the last date of submission.

6.
 - 6.1 At the time of submitting the tender, the tenderer shall deposit an earnest money deposit of Rs. 35,000/- (Rupees Thrity Five Thousand Only) by way of Demand Draft drawn in favour of “State Bank of India” payable at Ghatkopar (W)
 - 6.2 The earnest money deposit will not bear any interest. The earnest money deposit will be forfeited in the event of any evasion, refusal or delay on the part of the tenderer to sign and execute the contract on acceptance of his tender. The successful tenderer should pay the additional amount to complete the total amount of 2% of contract value as

EMD. The earnest money deposit, without any interest, will be returned to the tenderers whose tenders are not accepted.

6.3 The amount of 8% (eight percent) of the total amount of work done will be deducted from the interim bills as retention money till the total amount so deducted reaches the value of 5% of the contract amount after which such deduction towards retention will cease. The total Security Deposit i.e. EMD + Retention amount shall both together not to exceed 10% of the contract price as determined after considering all variations as approved. 50% of the Security Amount shall be released after virtual completion against the final certificate and balance 50% (ie; 5% of the total amount) at the end of the Defects Liability Period.

7. The tenders shall be submitted as per instructions with the name of the work superscribed on the envelopes written prominently and addressed to the

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The full name and postal address of the tenderer shall be written on the bottom left hand corner of the sealed cover. The sealed tender shall be submitted to the Asstt. General Manager at the address mentioned above.

7.1. The tenders shall be submitted in the following manner and shall contain details/documents as listed below:

7.1.1. One sealed envelope superscribed (in addition to the name of the work) 'Technical/Conditions Bid' containing the following:

- i) The tender document (Part I - Technical/Conditions Bid), duly filled and signed by the tenderer.
- ii) Demand Draft towards the earnest money deposit. Demand Draft shall be drawn in favour of "State Bank of India" payable at Ghatkopar (West).
- iii) All the listed drawings duly signed by the tenderer.

7.1.2. One sealed envelope superscribed (in addition to the name of the work) 'Commercial Bid' containing the following:

- i) The tender document (Part II - Commercial Bid):
duly filled and signed by the tenderer. **The rates shall be entered in figures as well as in words.**

7.2 Tenders shall be signed wherever provided for as well as all the pages of tender documents shall be initialed at the lower right hand corner by the tenderer.

8. The rates quoted shall be valid for a period of 120 days from the date of opening of the Commercial bid.

9. a) Acceptance of the tender will rest with the employer who reserves the right to accept or reject any or all tenders in part or full without assigning any reason thereof. Any tender which does not fulfill any of the prescribed conditions would be liable to be rejected. It is not binding on the employer to accept the lowest or any tender.

9. b) The employer reserves the right to divide and distribute the work section wise or otherwise. In such case, the decision shall be solely at the discretion of the employer in consultation with the Architects, including that of assignment of works.

10. All the rates quoted in the tender shall include all costs, allowances, taxes, excise duties including value added tax + service tax or any other charges and shall remain firm till completion of work. No escalation in price will be payable for whatsoever reasons. Contractor shall furnish an Indemnity Bond to State Bank of India, as per Proforma 'D' attached with the tender, indemnifying the latter against all claims by Government and other statutory authorities in this regard.

11. Samples of various materials shall be submitted by the contractor to the Architect/Employer for approval and only after the approval is accorded by the Employer, shall the materials be ordered and procured. If the Architect/Employer so desires the contractor shall, at his own cost, prepare mockups/samples to indicate the workmanship on various items and effect of use of different materials.

12. No alterations shall be made by the tenderer in the tender document. Any suggestions or disagreement on the part of the tenderer shall be presented in writing before the time of pre-bid meeting. Any other information regarding the work can be obtained from the Architects.

13. Please refer to the details given in the Appendix attached here with the tender document.

14. The contractors/ Tenderers who are having one or more incomplete works in hand/ executing the work behind schedule there tenders may be disqualified in consultation with the employer where they are carrying out the work.

15. This tender notice shall form a part of the contract.

For -----

Date :

FORM OF TENDER

To,
The Assistant General Manager,
State Bank of India,
Regional Business Office, Zone-1
Ashok Silk, Mills Compound,
1st Floor, Lbs Marg,
Ghatkopar(w),
Mumbai - 400086.

Dear Sir:

With reference to the tenders invited by you on behalf of the State Bank of India, for the proposed interior/civil works of their Kurla (W) branch, at shop no,6 & 7,Kanakia Zeylon, LBS Road, Kurla (W) , Mumbai.

I/we the undersigned hereby tender and undertake to execute the works under the contract at the rates quoted by me / us in the schedule of quantities and on the terms and conditions with this tender.

I / we have carefully studied and understood the plans, drawings, terms and conditions, schedule of works and have acquainted myself/ourselves with the site conditions.

I / we agree to complete the works in conformity with the said conditions of contract within the stipulated time from the date of receipt of the work order by me/us.

I / we enclose herewith the earnest money deposit of Rs.35,000/- in the manner as prescribed.

The successful contractor has to deposit additional amount to make the total EMD of 2% of the contract prize including 35,000/- deposited earlier along with the acceptance of work order. The said sum shall not bear any interest. The amount of 8 (eight) percent of the total amount of work done deducted proportionately from the interim bills shall remain with you as retention money till the virtual completion. The total Security Deposit i.e. EMD + Retention amount shall together not to exceed 10% of the contract price as determined after considering all variations as approved. 50% of the Security amount shall be released after virtual completion against the final certificate and balance 50% (5% of the total amount) at

the end of Defects Liability period, provided the defects are made good according to the true intent and meaning hereof after due completion of work.

We understand that in the Schedule, the quantities given are approximate and not binding on you and further that you reserve the right to increase or decrease these quantities as you wish and that our tender rates will not be altered thereby and no claim for compensation or loss of profit or otherwise shall be raised by us. We agree that we shall not raise any claim for price escalation on cost of materials and labour due to increase in levies, octroi etc. or due to any other reasons.

It is understood by me / us that the lowest or any tender will not necessarily be accepted.

Yours faithfully,

Place :

Address :

Signature of Contractor(s)

Date :

INSTRUCTIONS TO TENDERERS

1. Location :

State Bank of India at Kurla (W) branch, at shop no,6 & 7,Kanakia Zeylon, LBS Road, Kurla (W) , Mumbai.

2. Drawing / Specifications :

Tenderers are advised to get acquainted with proposed work, and study drawings, specifications carefully. No request for any change in rates or conditions for want of any information on any particular issue shall be entertained after receipt of tender.

3. Site Visit :

Tender himself must visit site for obtaining information that may be required for filling the tender and for entering into a contract for execution. The cost of visit shall be borne by the tenderer.

4. Submission of Tender :

Submission of tender shall be as per instructions detailed out in the Notice Inviting Tenders.

5. Deviations :

Tenderer is directed to quote strictly as per terms and conditions, specifications, standards given in the tender document and not to stipulate any deviations.

6. Addendum :

If necessary, addendum to this tender shall be issued by the employer after the pre-bid meeting.

7. Power of Attorney :

All pages of the tender document shall be initialed or signed, wherever required, by the tenderer or the person holding power of attorney authorising him to sign the tender.

8. Words & Figures :

Tenderer shall quote in English in figures as well as words the rates in the schedule of rates. In case of difference in words and figures in the rates the lowest shall be considered.

9. Erasures :

All corrections and erasures in the document shall be initialed by the person who has signed the tender.

10. Signing Authority :

The tender shall contain names of person/s making the tender and shall be signed by person/s with usual signature. Partnership firms shall furnish names of all partners in the tender. It shall be signed in the name of partnership by all the partners or by duly authorised representative followed by name and designation of the persons signing. Tender by corporation shall be signed by an authorised representative and power of attorney on his behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

When a tenderer signs a tender in language other than English, total amount tendered shall be, in addition, written in the same language. The signature shall be attested by at least one witness.

11. Execution of contract document :

The successful Tenderer is required to execute an Agreement in triplicate in the proforma attached with the tender documents on Rs. 100/- stamp paper and the Agreement should be signed within 14 days from the date of acceptance of the tender.

12. List of Credentials :

The following details are required to be furnished with the tender :

- a) List of equipment proposed to be deployed for work.
- b) Site organisation chart with bio data of resident supervisor.
- c) Income-tax and sales tax clearance certificate.
- d) Power of Attorney in the name of person signing the tender.
- e) Copy of VAT registration certificate with the Excise Department.
- f) Copy of Service Tax registration Certificate.

13. Transfer of Tender:

Transfer of tender documents purchased by one intending tenderer to another is not permitted.

14. Earnest Money Deposit:

The tender must deposit the amount of Earnest Money as mentioned in the Notice

Inviting Tender.

15. Validity :

Tenders submitted by tenderers shall remain valid for acceptance for a period upto end of 120 days from the date of opening of the price part of the tender. The tenderers shall not be entitled during the period of validity, without the consent in writing of owner/Architect to revoke or cancel his tender or to vary the tender given or any terms thereof.

16. Split of work:

The acceptance of the tender will rest with the clients who do not bind themselves to accept the 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 tenderer 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 by the tenderer are liable to be rejected.

The job may be awarded to one or more agencies duly splitting the work at the entire discretion of the Employer/Architect. The quoted rates shall hold good for such an eventuality.

17. Time of Completion:

The time allowed for carrying out the works is as mentioned in the Notice Inviting Tenders, to be reckoned from the date of commencement of work by the contractor.

18. Liquidated Damages:

If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay 0.50% of the contract price as liquidated damages for each week or part thereof beyond the date that the works remain incomplete. The maximum liquidated damages recoverable shall be 5% of the accepted tender amount.

19. Escalation:

Employers are not concerned with any rise or fall in the prices of any materials. The rates quoted shall include all costs, allowances, taxes, excise duties including works contract tax or any other charges including any enhanced labour rates etc., which may be enacted from time to time by the State or the Central Government. Under no circumstances, shall the employers be held responsible for compensation for loss to the contractor due to any increase in the cost of labour or materials etc., unless provided otherwise.

The rates quoted by the contractors shall include all eventualities which may cause damage to the executed work. Until the Completion Certificate is issued to the contractor, the client will not be responsible for such damage to the constructed work.

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

In constructing 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 :

- a) “Owner”/ “Employer”/ “Client” shall mean State Bank of India and shall include their heirs, legal representatives, assignees and successors.
- b) “Contractors” shall mean the person, or persons, firm or company who is tendering or whose tender has been accepted by the owner and shall include his/their heirs, and legal representatives, and the permitted assigns.
- c) The “Architect” shall mean Ar. Kala Arekhan appointed by State Bank of India for the said works.
- d) “Project Supervisor”/ “Project Management Consultants” shall mean person/s appointed by the Employers.
- e) “Works” shall mean the works to be executed in accordance with the contract and “Site” shall mean the land and buildings as shown on the site plan, on which the works are to be executed or carried out and other lands or places provided by the Employer for the purposes of the contract.
- f) “Contract Documents” shall include the notice inviting Tenders, the Articles of Agreements, the General Conditions of Contract and special conditions of contract, the Appendices, the schedule of quantities, Specifications for Materials, works-sheet and mode of measurements and drawings pertaining to the work. All sections of this Contract Document are to be read together.
- g) “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 and such other drawings as may from time to time be furnished or approved in writing by the Architect.
- h) “Notice in Writing” or written notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- i) “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.

- j) “Virtual Completion” shall mean the works are in the opinion of the Architect and Owner complete and fit for occupation and usage.
- k) Words imparting persons include firms and corporations; words imparting the singular only also include the plural and vice versa where the context requires.
- l) Headings and marginal notes to these conditions shall not be deemed to form a part or be taken into consideration in the interpretation or construction thereof or of the contract.

2. SCOPE OF CONTRACT:

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

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or drawings and/or specifications.
- c) The removal from the site of any material brought thereon by the contractor and the substitution of any other materials thereof.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The postponement of any work to be executed under the provisions of this contract.
- f) The dismissal from the works of any person employed thereupon.
- g) The opening up for inspection of any work covered up.
- h) The amending and making good of any defects.
- i) Co-ordination of work with other agencies.
- j) The employer 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.

The contractor shall forthwith comply with and duly execute any work comprised in such Architect’s instructions provided always that verbal instructions, directions and

explanations given to the contractor or his representative upon the works by the Architect shall be, if involving a variation, be confirmed in writing by the contractor within 7 working days, and if not dissented in writing within a further 7 days by the Architect, such instructions, directions etc. shall be deemed to be the Architect’s instructions within the scope of the contract.

If compliance with the Architect's instructions involves any variation, such variation shall be dealt with under Clause No. 21.

Where extra work cannot be properly be measured and valued the contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the Architect and the materials employed, shall be delivered for verifications to the Architect not later than the end of the week following that in which the work has been executed.

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

For the purpose of entering day to day instructions by the Architect, the contractor shall maintain at his own cost, a "Site Instruction Book" in quadruplicate in which the instructions will be entered by the Architect, PMC and Bank.

Instruction to the contractor shall be generally issued through Architect/PMC. However, client due to urgency, as a result of inspection may issue some instructions directly with the knowledge of the Architect who should ratify the same promptly.

3. DRAWINGS AND SPECIFICATIONS:

The work shall be carried out to the entire satisfaction of the Architect/Client in accordance with the drawings and specifications and such further drawings and details as may be provided by the Architect and in accordance with such written instructions, directions and explanations as may from time to time be given by the Architect whose decision as to the sufficiency and quality of the work and materials shall be final and binding on all parties.

No drawing shall be taken as in itself an order for variation unless in addition to the Architect's signature, it bears express words stating that it is intended to be such an order or bears a remark "VALID FOR EXECUTION".

One complete set of the Drawings and Specifications and Schedule of Quantities shall be furnished by the Architect to the contractor. The Architect shall furnish one copy of additional drawings which in his opinion be necessary for the execution of any work. Such copies shall be kept on the works, and the Architect or his representatives shall at all reasonable times have access to the same. All drawings and specifications shall be returned to the Architect by the contractor before the issue of the Final Certificate.

Additional prints of drawings, if any required by the contractor may be supplied by Architect but on the payment of charges.

4. SCHEDULE OF QUANTITIES:

The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the accepted standard procedures and shall be considered to be

approximate and no liability shall attach to the Architect/Employer for any error that may be discovered therein.

5. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

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 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. ERRORS IN SCHEDULE OF QUANTITIES:

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.

7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

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 be inferred there 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, who shall decide which shall be followed, and their decision shall be final and binding on all parties.

The contractor shall provide and maintain measuring (steel) tape at all times for the use of the Architect/Employer, including attendants as required.

The contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary planking, scaffolding, staging, watch and ward and lighting by night as well as by day required for the proper execution and protection of persons and safety of premises.

The contractor shall pull down and remove any or all such scaffolding, staging, planking etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed or damaged during the execution of the works, to the satisfaction of the Architects.

8. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:

The contractor shall conform to the provisions of the statutes relating to the works, and to the Regulations and bye-laws of any local authority, and of any Water, Lighting, 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 conforming, give to the Architect 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 ten days receive such instructions, he shall proceed with the work conforming with the provisions, Regulations or Bye-laws in question.

The contractor shall bring to the attention of the Architect all notices required by the said Acts, Regulations or Bye-laws to be given to any authority by the Employer/Architect and pay to such Authority, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architects.

The contractor shall indemnify the Employer against all claims in respect of patent rights, design, trade marks of the name or other protected rights in respect of any plant, machine, work or material used for in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, unless he has informed the Architect, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license, fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

9. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Architect/Employers instruction and the contractor shall upon the request of the Architect furnish to them all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the Architect may require. If the contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Architect shall decide that any of the materials, goods or workmanship is in fact unobtainable they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

10. SETTING OUT:

The contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the Architect. 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 error 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. The work shall from time to time be inspected by the Architect and/or his representatives but such inspection 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 subsequently after the same is completed.

11. OPENING UP WORKS:

The contractor shall notify the Architects in writing immediately all matters of execution that appear to need immediate attention. After notifying the Architect he shall await instructions which shall be given within seven days of receipt of such notice. If the contractor proceeds with the work before he has so notified the Architect and received instructions, he shall be liable to reinstate all work that may subsequently be at any time, damaged on account of any defect in or in-sufficiency. The contractor shall, at request of the Architect within such time as the Architect shall name, open up for inspection any other work and should the contractor refuse or neglect to comply with such requests, the Employer through the Architect, may employ other workmen to open up the same. If the said work has been covered up in

contravention of the Architect's instructions, or if on being opened up, it be found not in accordance with the drawings, and specifications, or the instructions, the expenses, opening and covering it again whether done by the contractor or such other workmen shall be borne by and recoverable from the contractor or may be deducted from any money due or which may become due to the contractor. If the work has not been covered up in contravention of such instructions and be found in accordance with the said drawing, specifications or instructions, then the expenses of the process shall be borne by the employer and be added to the contract sum, provided always that work so opened up and requiring immediate attention, the Architect shall within seven days after the receipt of written notice from the contractor that the work has been opened, make or cause the inspection thereof to be made, and at the expiration of such time, if such inspection shall not have been made, the contractor may cover the same, and shall not be required to open it up again, except at the expense of the Employer.

12. CONTRACTOR'S SUPERINTENDENCE AND REPRESENTATIVE ON WORKS:

The contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability Period" stated in Clause 23. The contractor shall meet the Architect or his representative whenever required if demanded by Architect.

The contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Supervisor, approved by the Employer / Architect / PMC 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 Employer/Architect/PMC to such Supervisor shall be deemed to be given to the contractor and shall be binding as such on the contractor. The Supervisor shall be thoroughly conversant with the English language and should be able to read, write and speak English.

13. SHIFTING/RESHIFTING OF FURNITURE:

While executing the work, considerable amount of shifting and re-shifting of several existing furniture items are likely to be involved. It is also likely that some of the items might be required to be temporarily shifted elsewhere in the premises on any other floors. These shall be done by the contractor, as and when required, and no payment against these works shall be separately paid for by the Owners.

14. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Employer/Architect/PMC immediately dismiss from the works any person Employed there on who may, in the opinion of the Architect/Employer, 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 Employer/Architect/PMC.

15. ACCESS TO WORKS:

The Architect/Employer 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 fabricated 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 and the Employer/PMC and their representative for inspection and examination and

test of the materials and workmanship. No person unless authorised by the Architect or the Employer, except the Representative of Public Authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the Architect for doing so.

16. ROLE OF THE ARCHITECT:

The Architects duties shall include periodical supervision of works to ensure adherence on the part of the Contractors to detail drawings and specifications, to ensure proper quality control and timely execution of the said works by all the Contractors, Sub-Contractors, and Consultants etc. The Architect shall make periodic visits for inspection and quality surveillance and prepare other details and drawings as may be required during execution along with variation control.

Architects duties shall also include test-checking the measurements of works at site, checking of Contractors' Bills, certificates for payment and passing and certifying of accounts by the Project Management Consultants, so as to enable the Employer to make payments to the Contractors and making adjustment of all accounts between the Contractors and Employer.

The Architects 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 Employer, which shall be duly notified to the contractor.

17. ASSIGNMENT OR SUB-LETTING:

The work 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 thereof or interest therein, nor shall he take a new partner, without the written consent of the Architect/Employer 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.

18. APPROVAL OF SUPPLIERS:

For all suppliers, the name of the manufacturers/brands have to be got approved by the Architect from the clients after getting the respective samples first approved by the Architect 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 Architects at an approved laboratory at the cost of the contractor immediately as well as at regular frequency laid down in the relevant Indian Standards.

19. VARIATIONS NOT TO VITIATE CONTRACT:

The contractor shall when directed in writing by the Architect omit from or vary any works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations on the provisions of the contract without such authorisation or direction in writing from the Architect.

No claim for an extra shall be allowed unless it shall have been executed by the authority of the Architect as herein mentioned. No variation, i.e. additions, omissions or substitutions

shall vitiate the contract. The rate of items not included in the Bill of Quantities shall be settled by the Architect in accordance with the provisions of Clause 21 hereof.

20. MEASUREMENT OF WORKS:

The Architect/PMC may 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 Supervisor to assist the Architect or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect to send such agent, then the measurements taken by the Architects or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mentioned in the tender be taken in accordance with the Indian Standard of "Method of Measurement of Building Works (I.S. 1200)" and its latest revisions, if any.

Concealment of works to be done in chases shall be measured and recorded before the contractor is allowed to proceed with making good chases in brickwork/flooring or ceiling as the case may be.

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

All authorised extra works, omissions and all variations made without the Architect's knowledge, if subsequently sanctioned by him, in writing, shall be included in such measurements.

21. PRICES FOR EXTRAS ETC. - ASCERTAINMENT OF ITEMS:

Should it be found after the completion of the works from measurements taken in accordance with the previous paragraph that any of the 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, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

- i) The net rates or prices in the original Tender shall determine the valuation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.
- ii) The net rates or prices in the original Tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (iii) hereof.
- iii) Where the extra works are not of similar character and/or not executed under similar 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 omissions or additions relative to the amount of the whole of the contract works or to be any part

thereof shall be such that in the opinion of the Architect, 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 shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent (15%) towards contractor's overhead and profits, which shall be final and binding on the contractor.

- iv) The measurement and valuation in respect of the Final Contract as executed shall be completed within the "period of Final Measurement" or within 3 (three) months of completion of the contracted works as defined under Clause No. 24 (Certificate of Virtual Completion).

22. REMOVAL OF IMPROPER WORK AND MATERIALS:

The Architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Architect are not in accordance with the specifications or the instructions of the Architect and the substitution of proper materials and the removal and re-execution of any such work, which has been executed with the materials or workmanship, not in accordance with the Drawings and Specifications or instructions, the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order the Employer shall have 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 Employer or may be deducted by the Architect from any money due or that may become due the contractor. If the correcting works are not done in accordance with the contract the Architect in consultation with the Client may allow such work to remain and in that case may make allowance for the difference to value together with such further allowance for damages to the Employer, as may be reasonable.

23. DEFECTS AFTER COMPLETION:

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto after the virtual completion of the work and responsibility for making good at their own cost of the latent/patent imperfections or defect becoming apparent during this period arising in opinion of the Architect from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the contractor, at his cost, unless, the Architect in consultation with the employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Architect's Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum to be determined by the Architect, equivalent to the cost of amending such works, and in the event the amount

retained under Clause 35(Certificate and Payments) being insufficient recover the balance from the Contractor.

24. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:

The contractor shall intimate in writing to the Architect as and when the works are completed in all respects to enable the Architect, after inspection of the works, to issue the certificate to be called "Virtual Completion Certificate" to the Employer to take possession of the Completed works. The defects liability period shall commence from the date of such Certificate.

25. OTHER PERSONS ENGAGED BY THE EMPLOYER:

The Employer 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 is 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 Employer. 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.

26. UNFIXED MATERIALS

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 and when the contractor shall have received payment in respect of any certificate in which the Architect 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 Employer and the contractor shall be liable for any loss or damage to any such materials.

27. CONTRACTOR'S LIABILITY FOR LOSS/DAMAGES TO THE WORKS AND HIS OBLIGATION TO INSURE.

- a) From the 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 works and to the minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) 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 the commencement to completion of work” shall mean the time commencing from the start of the work at the site and ending with the issue of virtual completion certificate by the Architects.

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

The said insurance shall be in the joint name of the Employer and the contractor, Employers name being mentioned first in policies and the contractor should deposit with the Employer the said policy or policies before commencing work at site. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the contractor in installments for the purpose of rebuilding or replacement or repair of works and/or goods destroyed or damaged as the case may be.

- c) If the contractor has a blanket insurance policy for all the works and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the contractor in favour of the Employer, provided however that if any amounts payable under the policy by the insurers in respect of works other than the work under the contract, the same may be recovered by the contractors directly from the insurers.
- d) The contractor shall indemnify and keep indemnified the Employer 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 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 against any damage or loss or injury which may occur to any property including, Employer, Architect, or his or their Agents and Servants by or in of the execution of this contract.
- e) i) The contractor shall at all times indemnify the employer against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, the Maternity Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, Employer State Insurance Act 1948 or any modification thereof or 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 persons in or about the work whether in the Employment of the Employer, 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.

Without limiting his obligations and liabilities as provided damages or compensation payable under this clause, the contractor shall as also indemnify the Employer against damage due to fire, caused due to any reason whatsoever, to Employer's property.

- f) 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 the contractor/sub-contractor/nominated sub-contractor. For this purpose, an insurance shall be taken to include both employees/workmen covered by the workmen's compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workman's Compensation Act 1923, and employees workmen not covered by the said Act. All premiums shall be paid by the contractor. Policy/Policies taken under this clause for the 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. The policy in original shall be deposited with the Employer.
- g) The contractor shall at all times indemnify and keep indemnified the Employer 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 or in relation thereto. Before commencing the execution of the works, the contractor shall without 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 Employer 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 of equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Five Lakhs. The Insurance Policy to be so obtained by the contractor shall be deposited by the contractor with the Employer within seven days of its issue by the insurer.
- h) The contractor shall provide the Employer 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 the Employer.
- i) The contractor shall ensure that similar insurance policies are taken out by his sub-contractors or nominated contractors, if any, and shall be responsible for any claim or loss resulting from their failure to obtain adequate insurance protection in connection thereof. While taking insurance policies, contractor should indicate clearly to the insurance companies that policies issued shall cover their sub-contractors and nominated sub-contractors also.
- j) If the contractor and/or his sub-contractor or nominated 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 Employer may, without being bound to effect and keep in force any such insurance policy pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any

moneys due or which may become due to the contractor recover the same as a debt due from the contractor.

- k) All insurances to be effected by the contractor, and/or his sub-contractors, or nominated sub-contractor, if any, shall be taken only with the insurance company to be approved by the employer.
- l) Without prejudice to any of his obligations and responsibilities under this condition, the contractor shall within 30 days from the date of work order and thereafter at the end of each quarter report to the employer in Proforma 'A' annexed hereto the detailed information of the insurance policies with relevant documentary evidence.
- m) No work shall be commenced by the contractor unless and until he has obtained the insurance or insurances 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 each insurance is current and valid at that time. All the receipts in original along with two photo-copies thereof, for the payment of the premium shall be furnished by the contractor to the Employer. The original receipts will be returned to the contractor after verification. The Employer reserves the right for payment on works done subject to fulfillment of this condition and shall instruct the Architect accordingly.
- n) 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 equipments or pay compensation to the affected personnel/Employees without waiting for settlement of the claim from insurance company.
- o) 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 Employer in any liability tortuous or otherwise and/or loss damage, the Employer shall be entitled to recover the amount of restitution from any moneys due to the contractor from the Employer under this contract or any other contract.
- p) The Architect shall ensure the validity of insurance policies on behalf of the clients. The contractors shall hand over the insurance policies to the clients. Once delays are certified by the Architects, he shall have to ensure that the insurance policies are progressively extended.

28. TO DEFINE TERMS AND EXPLAIN PLANS:

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 impart of anything contained therein, the explanations of the Architects shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made good by the Architect, when such correction is necessary, to bring out clearly the intention and specifications as a whole.

29. DATE OF COMPLETION:

The contractor shall begin the works within the time frame stipulated in the tender and shall proceed regularly with and complete the same in accordance with the programme of

execution to the entire satisfaction of the Architect within the time stipulated in clause No. 17 of the instructions to the Tenderer. Provided nevertheless that the contractor shall not have any lien or charge on the site/building and/or any other plant equipment, machinery, etc. lying on the site in respect of any of his claims arising under the contract or otherwise.

30. DELAY AND EXTENSION OF TIME:

If in the opinion of the Architect the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the contractor's own default or (d) by the works or delays of other contractors or tradesmen engaged or nominated by the Employer or the Architect and not referred to in the Schedule of Quantities and/or specifications or (e) by reason of the Architect's instructions as per clause (g) below, or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or in consequence of the contractor not having in due time necessary instructions from the Architect for which he shall have specifically applied in writing, ahead of time, giving the Architect reasonable time to prepare such instructions, the Employer/Architect shall make fair and reasonable extension of time for completion of the contracted works. In case of such strike or lock-out, the contractor shall, as soon as may be, give written notice thereof to the Architect, but the contractor shall nevertheless constantly use his Endeavour's to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the work.

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

- a) Force majeure
- b) Exceptionally inclement weather
- c) Loss or damage by fire and earthquake
- d) Civil commotion, lock-out, strike etc.
- e) Architect/Employer's Instructions, as the case may be.
- f) Delay on the part of the nominated sub-contractor or nominated supplier.
- g) Delay on the part of the other contractors employed by the Employer.

31. DAMAGES FOR NON-COMPLETION:

- a) If the contractor fails to complete the works by the date named in clause 29 (date of completion) or within any extended time under clause 30 (Extension of Time) and if the Architect 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 Employer the sum to be worked out at 0.50% of contract amount per week, which is reasonable pre-estimate for loss/damage that would be sustained by the employer to be recovered by the employer 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 works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to

the contractor. The deduction of such sum shall not, however, absolve the contractor of his responsibility and obligations to complete the work in its entirety. The maximum amount of liquidated damages shall be 5% of the contract amount.

- b) Without prejudice to the right of the Employer to recover from the contractor the liquidated damages under the foregoing clause, the Employer shall be entitled to recover from the contractor compensation for any loss or damage arising to the employer from such breach of contract or any breach of the contract by the contractor including compensation under the following heads.
1. Compensation payable to the Architect/Other consultants in consequence of the prolongation of the contract period.
 2. Compensation for the cost incurred by the Employer to maintain the on-site and off-site establishment in consequence of the breach of the contract committed by the contractor to so complete the work.
 3. Compensation for the cost incurred by the Employer to pay the rents of premises intended to be vacated upon the completion of the building under this contract.
 4. Compensation for the loss of interest on the funds invested in the execution of works, such interest being at a rate 3% higher than the lending rate by the Nationalised Banks.

The deduction of such sum shall not, however, absolve the contractor of his responsibility and obligations to complete the work in its entirety.

32. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT'S/ PMC'S/ BANK'S INSTRUCTIONS:

If the contractor after receipt of notice from the Architect/PMC/Bank requiring compliance, with such further drawings and/or instructions to remove, fails within seven days to comply with the same, the Architect/PMC/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 Employer on a certificate by the Architect/PMC as a debt to be deducted from any moneys due to become due to the contractor.

33. ARCHITECT'S DELAY IN PROGRESS:

The Architects may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the Employer for the completion of the contract as he may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation or damage in relation thereto.

34. SUSPENSION OF WORKS:

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the works, on account of any of the case mentioned in clause 30 (Extension of

time) or in the case of a certificate being withheld or not paid when due, shall suspend the works, or, in the opinion of the Architect, 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 22 (Removal of improper work and materials), the Employer through the Architect shall have power to give notice in writing to the contractor requiring that the works to be proceeded within a reasonable manner and with reasonable dispatch. Such notice shall not be unreasonably given and must signify that it purports to be notice under the provisions of this clause and must specify 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 Employer shall retain and hold a lien upon such plant and materials until the works shall have been completed. If the contractor shall fail, for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may enter upon and take possession of those works and of all such plant and materials thereon intended to be used for the work, and the Employer shall retain and hold a lien upon all such plant and materials until the works shall have been completed under powers hereinafter conferred upon him. If the Employer 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 before the person so appointed comes on to the works, and the Employer shall take such steps as in the opinion of the Architect 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 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 Employer; should the amount of the former exceed the latter, the difference shall be paid by the contractor to the Employer. The Employer 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 hereinbefore contained, the Architect 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 Employer may cause to remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the contractor. The Employer shall not be 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.

35. CERTIFICATE AND PAYMENT:

The contractor shall be entitled under the Interim Certificates to be issued by the Architect to the contractor, against his bills for work done adhoc 75% within 10 days from the date of receipt of certificate by the employer from the Architects and balance 25% within 15 days thereafter from the date of receipt of Architects Certificate by the Employer, subject to work being executed in accordance with this contract, and reasonable scrutiny by the Employer. The amount of 5 (five) percent of the total amount of work done will be deducted from the

interim bills as retention money till the total amount so deducted reaches the value of 5% of the contract amount after which such deduction towards retention will cease. The total Security Deposit i.e. EMD + Retention amount shall both together not to exceed 5% of the contract price as determined after considering all variations as approved. 50% of the Security Amount shall be released after virtual completion against the final certificate and balance 50% 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.

Provided always that the issue of any Certificate by the Architect during the progress of the works or at or after their completion shall not have effect as a Certificate of satisfaction or relieve the contractor from his liability under clause 23 and within the extent and period provided by the Statute of Limitations, provided always that the interim certificate and the final certificate issued by the Architect shall state that the relevant work has been carried out as per drawings and specifications approved by them.

The Architect shall have power to withhold any certificate, if the works or any parts thereof are not carried out to his satisfaction.

The Architect may by any Certificate make any correction required in earlier certificate/s issued by him, if the same is found necessary. The Architect may also inspect the works and issue certificate at regular intervals to the effect that the work is being/has been generally executed as per drawings and specifications. Such certificate is particularly essential for settlement and payment of the Final Bill.

The contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with Architect/PMC at site in a register and showing the register to Architect. 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.

Tender		<u>As per Tender</u>			<u>Previous Bill</u>			<u>Up-to-date Bill</u>			<u>Since Previous Bill</u>	
Item No.	Description	Qty.	Rate	Amt.	Qty.	Rate	Amt.	Qty.	Rate	Amt.	Qty.	Amt.

Note:

If any part/reduced rate is proposed by the contractor (recommended by Architect) the same should be brought out in the remarks columns along with reasons. The Employer shall carry out test checking of measurement as and when required.

The Contractor shall be paid 75% of the value of the materials brought and stacked at site on a certificate, issued by the Architect, in regard to quantity and, in conformity with the contract specifications. However, this advance will be given to the contractor against the undertaking as per the proforma in Annexure PF 4-6 and the same shall be recoverable from the Running Bills. On payment of 75%, the ownership in goods shall vest in the Employer

and the contractor will keep it in his custody indemnifying the Employer against any damage, loss, theft or mishap attributable to their storage.

The final bill shall be submitted by the contractor within three months of Virtual Completion Certificate received from the contractor duly endorsed by the Architect, and such bill shall be settled and certified for payment by the Architect within three months of the submission of the bill.

Payments upon the Architect's Interim Certificate shall be made within a period named in the appendix as "Period of Honoring of Interim Certificate" after such Certificates have been delivered to the Employer. Payment upon the Architect's Final Certificate shall be made within period of three months from the date of its receipt by the Employer.

Contractor shall, without fail, submit along with his R.A. Bills/Final Bills the test certificates to the Architect for materials procured for installation with ISI mark wherever necessary, all in conformity with latest relevant I.S. Codes. R.A. Bill/Final Bill received without the test certificates/results duly approved by Architect shall be returned to the contractor for the reason of the same being not submitted duly.

36. NOTICES:

Notices of the Employer, to the Architect or the contractor may be served personally or by being left at or sent by registered post to the last known place of the 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.

37. TERMINATION OF CONTRACT BY THE EMPLOYER:

If the contractor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an Insolvent or being an Incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or the liquidator, in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfil the contract, and to give security, therefor, if so required by the Architect.

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 first obtained.

OR shall charge or encumber this contract or any payments due or which may become due to the contractor there under,

OR if the Architect shall certify in writing to the Employer that the contractor.

i) has abandoned the contract, or

- ii) 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 Architect, written notice to proceed, or
- iii) 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
- iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Architect written notice that the said materials of work were condemned and rejected by the Architect under these conditions, or
- v) 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
- vi) has to the detriment of good workmanship or in defiance of the Architect's instructions to the contrary sub-let any part of the contract.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract but without thereby affecting the powers of the Architect or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the contractor. And further, the Employer may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Architect 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 the receipt thereof by him, the Employer shall sell the same by public auction, and shall give credit to the contractor for the amount realised on deducting there-from the costs of removal and sales. The Architect shall (if anything) shall be due or payable to or by the Employer for the values of the said plant and material so taken possession of by the Employer and the

expense of loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing the contractor and the amount which shall be so certified shall thereupon be paid by the Employer, to the contractor or by the contractor to the Employer, as the case may be and the certificate of the Architect 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.

38. TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

If the payment of the amount payable by the Employer under the certificates of the Architect with interest as provided for hereinafter shall be in arrears and unpaid for 30 (thirty) days

after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the contractor to the Employer (or if the Employer interferes with or obstructs issue of any such certificates), or the Employer commits any 'Act of Insolvency' or if the Employer being an individual, or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official Assignee of the Employer shall repudiate the contract, or if the official assignee or the liquidator in any such winding up fails within 15 (fifteen) days after the notice to him requiring him to do so, to show to the reasonable satisfaction of the contractor that he is unable 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 3 (three) months under an order of the Architect or the Employer or by any injunction or other orders of any court of law, then and in any of the said cases the contractor shall be at liberty to determine the Contract by Notice in writing to the Employer, through the Architect, and he shall be entitled to recover from the Employer payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment, the net rates contained in the contractor's original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 21 (Prices for Extras, etc. Ascertainment of) hereof.

39. MATTER TO BE FINALLY DETERMINED BY THE ARCHITECT:

The Architect's decision, opinion, direction, certificates (except for payments) with respect to all or any of the matter under clauses 2, 7, 9, 17, 23, 30 (a), (b), (f) and the schedule of rates as contained in the bill of quantities hereof and as to the exercise by him under clause 11 of the right to have any works opened up, (which matters are here in referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Architect or Employers instructions if any, in this regard in case of any urgency, shall also be confirmed/vetted by the Architect at the earliest possible.

40. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender the Employer/Architect shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out they 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 did not derive in consequence of such foreclosure of the whole or part of the works.

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 for the value of such material (which material shall thereupon become the property of the Employer) and also such further allowances as the Architect may consider reasonable and fair in respect of (a) any preliminary works etc. and (b) other reasonable and proper commitment the contractor may have entered into for carrying out the work.

41. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

- a) The contractor shall inspect and examine site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the climatic and physical condition of the site, the form and nature of the site, the quantities and nature of work

and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require outside the project site including implications of local political exigencies and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.

- b) 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.
- c) No extra charges consequent to any misunderstanding or otherwise shall be allowed.

Notice to Local Bodies:

The contractor shall comply with and give all notices required under any law, regulations, or bye-law of parliament, State Legislature or Local Authority relating to works. The contractor shall before commencing the execution of work issue a certificate to the Employer/Architect 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.

42. TOTAL SECURITY DEPOSIT:

Total Security Deposit shall comprise:

- (a) Earnest Money Deposit
- (b) Retention Money

A) EARNEST MONEY DEPOSIT:

The tenderer shall deposit an amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) in the form of Bank Draft drawn in favour of State Bank of India, Mumbai, and attach the Draft at the time of submission of tender as the Earnest Money. No tender shall be considered unless the Earnest Money is so deposited. No interest shall be paid on this Earnest Money Deposit. The Earnest Money of an unsuccessful tenderer will be refunded, without any interest, soon after the decision to award the work is taken. The successful tenderer has to deposit additional amount to make the total EMD of 2% of the tender cost including 25,000/- deposited earlier along with the acceptance of work order. 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 Employer, or if, after the tender is accepted, the contractor fails to enter into a formal agreement or if he fails to commence the work within stipulated time limit.

B) RETENTION MONEY:

Apart from the Earnest Money to be made by the contractor as aforesaid, the retention money shall be deducted from progressive running account bills @ 8% of the gross value of work done and claimed in each running account bill. Provided that the total Security Deposit i.e. EMD + Retention amount shall both together not to exceed 10% of the contract price as determined after considering all variations as approved.

On virtual completion of the job, the Architect shall declare the job to be virtually complete. The contractor shall be entitled under the certificate to be issued by the Architect, to receive 50% of the Security amount after virtual completion against the final certificate and balance 50% (ie; 5% of the total amount) at the end of Defects Liability period, provided the defects are made good according to the true intent and meaning hereof after due completion of work.

43. SETTLEMENT OF DISPUTE:

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

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate)/Dy. General Manager (Premises)/___ and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Asst. General Manager (Premises & Estate)/Dy. General Manager (Premises) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Asst. General Manager (Premises & Estate)/Dy. General Manager (Premises) in writing in the manner and within the time aforesaid.
- ii) The Asst. General Manager (Premises & Estate)/Dy. General Manager (Premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate)/Dy. General Manager (Premises) submit his claims to the conciliating authority namely the Circle Development Officer/General Manager (Corporate Services) SBI for the conciliation along with all details and copies of

correspondence exchanged between him and the Asst. General Manager (Premises & Estate)/Dy. General Manager (Premises).

- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/Dy. Managing Director & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager/Dy. Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager/Dy. Managing Director & C.D.O. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/Dy. Managing Director & Corporate Development Officer as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

44. TECHNICAL AUDIT CLAUSE:

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 shall be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

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

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

SPECIAL CONDITIONS OF CONTRACT

1. INSPECTION OF DRAWINGS:

Before filling the Tender, the contractor will have to check up all Drawings and Schedule of Quantities, and will have to get an immediate clarification from the Architect on any point that needs elucidation. No claim for damages or compensation will be entertained on this account, after work is awarded.

2. TENDERER TO VISIT SITE:

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

3. EXECUTION OF WORK:

The whole of the work as described in the contract (including the Schedule of Quantities, the specifications and all drawing pertaining thereto) and as advised by the Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Architect/Employer. Any minor details of construction which are obviously and fairly intended, or which may not have been specifically spelled out in this contract, but which are usual in sound building construction practice and essential to the work, are to be included in the contract.

The rate quoted by the tenderer in the schedule of probable quantities will be deemed to be for the finished work inclusive of all freights, octroi, sales tax, work contract tax, excise,

royalties etc. as well as transport and handling so as to execute the works as per codes of practices and local byelaws and regulations.

4. SCHEDULE OF QUANTITIES – NO CLAIM BECAUSE ACTUAL QUANTITIES DIFFER FROM PRELIMINARY STATEMENT.

A schedule of probable quantities in respect of work and specifications accompany these conditions. The schedule of probable quantities is liable to alterations by omissions, deductions or additions at the discretion of the Architect/Employer.

The quantities of the various kinds of work to be done and materials to be furnished under this contract which have been estimated and are set forth in the proposal or the agreement or the list of contract prices, are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract. The contractor agrees that neither the Employer nor the Architect nor any of the employees or agents hereof shall be held responsible if any of the said estimated quantities shall be found to be not even approximately correct in the construction of the works and that he will not at any time dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character, size and type of work to be done or the kind or amount of the materials to be furnished or work to be done. Further, the contractor shall make no claim for anticipated profits, or for loss of profits or for damages because no work is ordered under certain items or because of differences between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth by the Employer or the Architect.

5. 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 adjust the same as directed for the inspection or measurement of the works by the Architect or his representatives.

6. 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 any ambiguity, conflict or interpretation, generally the provisions giving more rigorous interpretation shall prevail, and the Architects decisions in this regard shall be final and binding.

7. PROGRAMME OF WORK:

The contractor on starting the work shall furnish to the Architect a programme for carrying out the work stage by stage in the stipulated time. A graph or chart on individual work shall be maintained showing the progress each week at site prepared in consultation with the Architect.

This programme, suitably amended after discussions with the Architect shall become binding on the contractor. However, during the execution of the project, should it become necessary,

in the opinion of the Architect, to reschedule some of the activities, the contractor shall do so at no extra cost and/or without any other claim.

Acceptance of a bidder's tender does not necessarily imply acceptance of the schedule submitted and the Architect/Employer reserves the right to modify/amend this schedule to suit the overall project schedule and the contractor shall adhere to these revisions/modifications at no extra cost to the Employer.

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

The contractor shall, if required by the Architect, arrange to test materials and/or portions of the works as per relevant BIS Code at his own cost, in order to prove their soundness and efficiency. If after any such test, the work or portions of the works are found in the opinion of the Architect to be defective or unsound, the contractor shall pull down and re-erect the same at his own cost.

Samples of various materials shall be submitted by the contractor to the Architect/Employer for approval and only after the approval is accorded by the Employer, shall the materials be ordered and procured. If the Architect/Employer so desires the contractor shall, at his own cost, prepare mockups/samples to indicate the workmanship on various items and effect of use of different materials.

9. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

The contractor shall take joint measurements with the Site Engineer before covering up or otherwise placing beyond the reach of measurement for 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.

10. WORK AT NIGHT:

- a) 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. No extra payments will be made for night work.
- b) On working days contractor shall carry out construction activity from 9 A.M. to 6 P.M. only, and if it is required, contractor can carry out work after 6.00 P.M. with the written permission from the Employer/Architect. However, contractor can carry out preparatory works viz. shifting of materials, cutting and bending of pipes etc. before 9.00 A.M. and after 6.00 P.M. at his cost and risk.

11. WORK ON HOLIDAY:

No work shall be done on Sunday or other holidays that may be notified by the Employer without the specific sanction in writing of the Employer/Architect.

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 if available or in accordance with sound practices for similar works subject to the approval of the Architect.

13. 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 who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility and liability of the contractor under the Insurance Clause of the General Conditions.

14. CLEARING THE SITE OF WORKS:

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

15. OCCUPATION OF PARTIALLY COMPLETED WORKS BY THE EMPLOYER:

The Employer shall be entitled to and at liberty to occupy even the partially completed premises or any portion thereof by themselves or through their agents and servants if they so desire. Necessary extension of time 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 the work.

16. PREPARATION FOR OCCUPATION AND USE ON COMPLETION:

On completion of the work, the contractor shall inform the Architect in writing that he has finished the work and it is ready for the Architect/Employer's inspection. The contractor shall clean all exposed work including the cleaning and oiling if necessary of all (pipes and plumbing hardware), all fixtures at every part of the building. He will leave the entire premises neat and clean and ready for occupation and to the satisfaction of the Architect.

17. TYPOGRAPHICAL OR CLERICAL ERRORS:

The Architect's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the contractor.

18. WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR:

The contractor shall pay all labour employed by him at rates fixed by competent authority for minimum wages as applicable for the duration of the contract. 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. The Architect or such other Officer of the Employer as may be authorised in that behalf shall have power to exercise supervision over the labour employed

by the contractor, and for such 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 Engineer showing that the proper rates of wages are not

being paid, or that in any manner whatsoever the dealings between the contractor and his labour are not satisfactory, the Engineer 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/Bank against any claim arising from failure of the contractor to comply with such Labour Laws, Contract Labour Act & Rules.

19. EXTRA ITEMS/DEVIATIONS:

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

20. INSURANCE POLICIES:

The contractor shall not commence any work at site, until all the Insurance Policies, as required in terms of the General Conditions of Contract, have been submitted. Renewal of the same if required due to extension of time for completion or similar reasons shall also be the responsibility of the contractor.

Notwithstanding anything to the contrary mentioned in the contract, contractors have to submit all Insurance Policies and Documents to the Employer directly to satisfy themselves regarding adequacy of values of Insurance, validity etc. as per contractual clause and furnish a copy to the Architect for reference.

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

21. INDEBTEDNESS AND LIENS:

The contractor agrees to furnish the Employer from time to time during the progress of the work, if required, verified statements showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the Employer may require the contractor to furnish the Employer 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 the same within five (5) days after the demand, the Employer may withhold any money due to the contractor until such debt is paid, or apply the same towards the discharge thereof.

22. INDEPENDENT CONTRACTOR:

The contractor agrees to perform this contract as an independent contractor and not as sub-contractor, agent or employee of the Employer or another agency.

23. 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 lights, guards, 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 causes, the contractor shall promptly repair or replace such loss or damage free from all expenses to the Employer. The contractor shall be responsible for any loss or damage to materials, tools or other accessories used or held for use in connection with the work. The work shall be carried on to completion without damage to any work or property of the Employer or of others and without interference with the operation of existing machinery or equipment, if any.

The contract shall vouch-safe bonafides, conduct and fidelity of the staff employed by him, sub-contractors and agents. Any damage caused willfully or in negligence to the works executed by him or other agencies shall be borne by him.

Additional cost, if any, to set right such damages to ensure guaranteed performance shall be borne by him.

The sub-contractor selected for portion of specialist trade such as electrical/plumbing etc. shall be on the approved list of licensed contractors of the local body and other authorities in whose jurisdiction, the project has to be executed.

24. MATERIALS SUPPLIED BY THE EMPLOYER:

If any materials are supplied by the Employer, the contractors must satisfy themselves that the same conform to the specifications. If the contractors have any complaint about the said materials, or the quality thereof, the contractor before using the said materials, must communicate in writing all their objections to the Architect, who will give his final decisions. Should the contractors fail to do so, they will be deemed to have satisfied themselves as to the quality and the suitability of the said materials for being used in the contract works and the contractors will be in the same position as if the contractors themselves had purchased the said materials.

25. ISSUE OF EXTRA DRAWINGS:

Extra prints of drawings for the work issued on chargeable basis by Architect are detailed here under:

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

26. CONSTRUCTION DRAWINGS:

The successful tenderer shall state, on receiving the work order what drawings are yet to be issued by the Architect for execution purposes and what further details are required by him from the Architect. 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.

Apart from clarifications sought during the periodic visits to site by the Architect's Representatives, the successful tenderer shall obtain all clarifications on the drawings from their office in Mumbai. Extra/Variations not registered within 3 weeks on receipt of drawings will not be entertained.

27. MOBILISATION ADVANCE:

Not admissible.

28. WATCH AND WARD:

Watch and ward in respect of all materials/equipments at site for use in work shall be the contractor's sole responsibility.

The contractor shall have to make his own arrangements to house his labour and staff.

29. IDLE LABOUR :

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

30. MUNICIPAL MATTERS :

In case the Municipal Corporation/Local Authorities such as Ward Office raise objections in matters of execution of work, debris disposal etc. The contractor shall solve the matter at his end, without involving or putting financial liability on the owners. All statutory charges/fees payable shall be borne by the Employers. All other costs for follow-up and liaisoning in this connection shall be borne by the contractor, and the said costs shall be deemed to have been included in his quoted rates, taking into account all expenses involved and shall indemnify the Employers against any liabilities in this regard.

31. WATER:

Water required for the work shall be arranged by the contractor. If the Bank is agreeing to supply water, the cost of which will be required @0.25% of the contract amount. Apart from this, contractor will be liable to pay any penalty/tax imposed by the PMC for utilization of water.

32. ELECTRICAL POWER:

Electrical power shall be supplied by the Owner at no charge to the contractor wherever available in the premises. The owner does not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained and this does not relieve the contractor of his responsibility for timely completion of the works as stipulated in the contract.

33. BASIC PRICE – COST ADJUSTMENT THEREOF :

Basic prices of any particular materials, if indicated in the ‘Schedule of Quantities and Rates’, shall be subject to adjustment by recovery or additional payment, as the case may be, depending on the actual purchase price on the basis of selection and approval of the said materials. Samples of these materials shall be placed by the contractor before the owners/architects, as may be instructed, and the price of the same shall be made known. On selection/approval of the sample, the architects/owners shall make independent enquiries and shall decide on the source of the supply of such materials and the price thereof. The contractor, thereafter, shall be free to procure the said material at the price decided, from the source identified or from any other source he might decide on. However, the price and quality decided shall remain firm, and no variation in the same shall be permissible.

Basic prices mentioned shall be inclusive of all taxes/levies, however excluding transportation, loading/unloading.

34. SUBMISSION OF “AS-BUILT DRAWINGS”:

The contractor shall have to submit “As-Built Drawings” for interiors, electrical, AC & allied works, sanitary and water supply works, in quadruplicate, within ten days from the date of virtual completion of works. These shall be submitted to the architects for endorsement and submission to the employers.

35. SERVICE TAX :

Service Tax as per the Finance Act 2005 will be reimbursed to the Contractors.

Contractor's Signature

FORM OF AGREEMENT
(TO BE EXECUTED ON STAMP PAPER OF RS. 100/-)

Article of agreement made at this day of _____, 20 ____ between STATE BANK Of Regional Business Office, Zone-1 Ashok Silk Mills Compound, 1st Floor Lbs Marg, Ghatkopar (w), Mumbai - 400086.

(Herein after called "The Bank") of the ONE PART and M./S. whose registered office is situated at

_____ (hereinafter called "the contractor")
of the other part.

WHEREAS the Bank is desirous of doing the site preparation work (**INTERIOR** Work at its premises at shop no,6 &7, Kanakia Zeylon, LBS Road, Kurla (W), ,Mumbai.

AND WHEREAS the contractor has supplied the Bank with a fully priced copy of the said schedules of quantities and rates (which copy is herein after referred to as "the contract drawing") and the contract bill have been signed by or on behalf of the parties hereto:

ANDWHEREAS the contractor has deposited the sum of the Rupees _____ with the owner for due performance of this Agreement.

Now it is hereby agreed as follows:

1. For the consideration herein after mentioned the contractor will upon the subject to the condition annexed carry out and complete the work shown up[on the contract drawing and describe by or referred to in the contract bill and in the said conditions.
2. The Bank will pay the contractor the sum of Rupees _____
_____ (herein after referred to as "the contract sum" or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.)
3. The said condition and Appendix thereto shall be read and constructed as forming part of this agreement, and the parties here to shall respectively abide

by, submit themselves to the conditions and the perform the agreements on other parts respectively in such conditions contained.

AS WITNESSED the hands of the said parties.

**SIGNE BY THE SAID IN THE
PRESENCE OF**

CONTRACTOR

Witness:

Name:

Address:

**SIGNE BY THE SAID IN THE
PRESENCE OF**

Witness:

Name:

Address:

APPENDIX – ‘A’

- | | |
|--|--|
| 1. DATE OF COMMENCEMENT: | Immediately after issue of the work order. |
| 2. DATE OF COMPLETION: | 1 Month from the Date of Work Order. |
| 3. LIQUIDITY DAMAGES: | 0.5% Per Week of delay or part thereof but maximum 5% of the Contract amount |
| 4. DEFECTS LIABILITY PERIOD: | 12 Months. |
| 5. VALUE OF WORK FOR INTERIM CERTIFICATE: | Rs.10,00,000/- |
| 6. EARNEST MONEY DEPOSIT: | Rs. 35,000/- at the time of submission of the Tender. (D.D. of any Nationalized Bank.) in favor of STATE BANK OF INDIA payable at Ghatkopar (West).
The successful contractor has to deposit additional amount to make the total EMD of 2% of the total cost including 25,000/- deposited earlier along with the acceptance of work order towards Retention Amount. |
| 7. RETENTION AFTER VIRTUAL COMMENCEMENT AGAINST DEFECTS LIABILITY: | Total Retention Amount is 10% of the total cost till the virtual completion of the work. 5% Of Total Bill (Certified) amount for 12 months (The contractor will get back 5% of the total amount after virtual completion & balance 5% after period of 12 months from the date of virtual completion certificate from the Architect & does not bear any Interest.). |
| 9. PERIOD FOR HONORING CERTIFICATES BY THE EMPLOYER: | 10 Days (after receipt of certificates from the Architect by the Employer) |

We agree to the Terms incorporated in the above Appendix-‘A’

Date:

Signature of contractor with Stamp/ Seal.