

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

TENDER

(TERMS & CONDITIONS AND TECHNICAL SPECIFICATIONS)

FOR

**RENOVATION OF BANK'S STAFF QUARTERS AT
KIDWAI NAGAR, KANPUR**

ISSUED TO

LAST DATE FOR SUBMISSION: ____:00 PM on _____

Form of Tender

To,

Shri B.K.Bhoi,
Regional Director
Reserve Bank of India,
Estate Department,
Kanpur.

Dear Sir,

Having examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating there to as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Renovation of Bank's Staff Quarters at Kidwai Nagar, Kanpur
(b)	Estimated cost	:	Rs. 45.00 lakh
(c)	Earnest Money	:	Rs 90,000/-
(d)	Percentage, if any to be deducted from bills	:	5%
(e)	Time allowed for completion of the work from the tenth day after the date of written order to commence the work	:	3 Months

- Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
- I/We have deposited a sum of Rs 90,000/- (Rupees ninety thousand only) as Earnest Money with the Reserve Bank of India, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the Reserve Bank of India.

4. The lists showing the particulars of large works carried out and the names of manufacturers of specialized items as required under clauses 17 and 25 of the Special Conditions are enclosed.
5. The details of our bankers are:
(Note: Please attach separate sheets for each Banker)

	Banker 1	Banker 2
Name of the Banker		
Name of the Branch and its complete Postal Address:		
Name and Job-title of the Contact Person along with his/her Telephone No(s)., Fax No(s)., etc.		
Type of Account and Account No.		
Whether Credit facility / Overdraft facility enjoyed by the firm:		
The period from which the firm has been banking with the Banker:		
Any other information which the firm may like to furnish about its Bankers:		

Note: Banker's report may be submitted along with the tender as per enclosed proforma in Annexure –III on page no.-34.

6. Turnover of the firm for the last 3 years (year wise) is as under:

Year	Turnover
2006 - 2007	
2007 - 2008	
2008 - 2009	

7. The particulars of our clients for which we have carried out works as per the eligibility criteria for the tenderers are as under:
(Note: Please attach separate sheets for each client)

	Client 1	Client 2	Client 3

Name of the Client and its complete Postal Address:			
Name and Job-title of the Contact Person (under whom the work(s) have been carried out) along with his/her Telephone No(s)., Fax No(s)., etc.			
Project name, location and address			
Name(s) and the Value(s) of the work(s) awarded.			
Date(s) of award and the scheduled date(s) of completion of the work(s)			
Value(s) of the work(s) executed / completed satisfactorily along with date(s) of virtual completion of the work(s)			
Time allowed for completion and actual time taken. Reasons for the delay, if any, and whether any penalty was imposed on the firm?			
Whether supervision was done departmentally by the technical employees of the client or by the Project Management Consultants / Architects appointed by them?			
Whether any kind of litigation / Arbitration was resorted to for finalizing the payments / considerations?			
Any other information about your client which you consider will be useful for us.			

Note: Client's report may be submitted along with the tender as per enclosed proforma in Annexure –II on page no.-33 & 34.

8. Technical set up of our firm is as under:

Strength of qualified/ skilled persons	
No. of persons qualified for project management techniques viz. PERT, CPM and re-scheduling the activities etc. for timely completion of the project.	
No. of qualified graduate Engineers having experience not less than 5 years for project planning.	
No. of managerial staff as graduates and each having experience not less than 10 years of resource planning, material management etc at site.	
No. of qualified engineering graduate/ diploma holders each having experience not less than 5 years expected to supervise the work at site for timely completion of work..	
No. of skilled workmen and semi-skilled helpers expected to erect the false ceiling at site for timely completion of work.	
No. of un-skilled labourers expected to handle the materials at site for timely completion of work.	

9. Copies of the Income Tax Clearance Certificates for last three consecutive assessment years attached.

10. The Tender is submitted in two parts in separate sealed envelopes. Part A contains all commercial terms and conditions and technical particulars and Part B contains only the price bid in the Bank's standard format.

11. The Composition of our firm is:
(Partnership / Private Limited / Proprietorship/ Public Limited etc.)

12. The name of the Proprietor/ names of Partners/ Directors of our firm are:

i) _____

ii) _____

13. Name of the partner of the firm

authorized to sign.

OR

Name of person having Power of

Attorney to sign the Contract

(Certified copy of the Power
of Attorney should be attached).

Yours faithfully,

Signature of Contractor.

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ (Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1) _____
(Signature)

Address _____

2) _____
(Signature)

Address _____

Articles Of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, KANPUR (hereafter called "The Bank") of the one part and _____ (thereinafter called "the Contractor") of the other part.

WHEREAS The Bank is desirous of Renovation of Bank's Staff Quarters at Kidwai Nagar, Kanpur and has caused specifications describing the works to be done.

AND WHEREAS the said specifications, the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the schedule of quantities and specifications.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but is a Contract to carry out Renovation of Bank's Staff Quarters at Kidwai Nagar, Kanpur to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
7. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

8. **Time** shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within **3 months** subject nevertheless to the provisions for extension of time.

9. All payments by The Bank under this Contract will be made only at Kanpur.

10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kanpur and only Courts in Kanpur shall have jurisdiction to determine the same.

11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the contractor is a Partnership
or an Individual

If the contractor is a Company

IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.
IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

Shri

(name and designation)

.....

..... in the presence of

(1)

Address

(2)

Address

.....

.....

.....

Witnesses

SIGNED AND DELIVERED BY

.....

.....1).....

Address

.....

.....

.....

If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

2)

.....
Address
.....
.....
.....

Witnesses

If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

THE COMMON SEAL OF
Was hereunto affixed pursuant to the
resolutions passed
By its Board of Directors at the meeting
held on

.....
.....
.....
In the presence of

The Contractor is signing by the hand of power of attorney whether a company or individual.

(1))
.....
(2))

The Contractor is signing by the hand of power of attorney whether a company or individual.

.....
Directors who have signed these
presents in taken thereof in the
presence of

(1)
....
(2)
...

SIGNED AND DELIVERED BY the
Contractor by the hand Of
Shri
and duly constituted
attorney.....
.....
.....
.....
.....

General Instructions to Contractors And General Terms & Conditions

1. Sealed Tenders in duplicate should be addressed to Shri B.K. Bhoi, Regional Director, Reserve Bank of India, Kanpur (by name) and superscribed "Tender for Renovation of Bank's Staff Quarters at Kidwai Nagar, Kanpur " (Part I & Part II) and sealed in separate covers and sent so as to reach him not later than:00 hrs. on _____.
2. No tender will be received after:00 hrs. on _____ under any circumstances whatsoever.
3. The tender shall be submitted in two parts comprising.

Part I containing commercial terms and conditions, technical aspects of the tender such as equipment data sheet, tests and inspections, makes of materials, technical description, drawings etc. in envelope superscribing Part I supplied along with the tender documents. Part II containing price bid in envelope superscribing Part II supplied along with the tender document. Part II shall not contain any covering letter with terms and conditions, conditional discount or rates/amounts for any additional items of work. It shall contain only Part II (Schedule of Quantities) as supplied by the Bank with the rate and amount column duly filled in.

The above two envelopes duly sealed duly superscribing the name of work and due date of tender shall be put in another envelope and addressed to Shri B.K. Bhoi, Regional Director, Reserve Bank of India, Kanpur.

Part I of the tender shall be opened at _____ hrs. on _____ at the office of Dy. General Manager(Bkg.), Reserve Bank of India, Kanpur.

Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or of conditions after the opening of the tender will be entertained.

Each of the tender documents should be signed by the person or persons submitting the tender and is taken at his/their having acquainted himself/themselves with the General Conditions of the Contract, Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.

The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected by the Bank.

4. The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserves to itself to accept or reject any or all the tenders, either in whole or in part, without assigning any reason for doing so.
5. Intending tenderers shall pay as **Earnest Money Deposit** a sum of **Rs. 90,000/-** (Rupees ninety thousand only) by a **Demand Draft** issued by a Scheduled Bank in favour of Reserve Bank of India. Demand draft may be directly attached to the tender. A tender, which is not accompanied by such receipt of deposit, demand draft as earnest

money, will not be considered. The Earnest Money will be refunded to the tenderer if his tender is not accepted but without any interest.

6. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipt of Bank or Insurance Guarantee or cheque, etc.
7. The **Earnest Money Deposit of Rs. 90,000/-**(Rupees ninety thousand only) paid by the successful tenderer when he submitted his tender shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit.
8. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.
9. (a) In addition to the Earnest Money Deposit under clause 7 and as further security for the due fulfillment of the contract by the Contractor 5% of the value of the work done will be deducted as retention money by the Bank from each payment to be made to the Contractor. The E.M.D. will be released after virtual completion of work and retention money will be released after rectification of the defects pointed out during the **defects liability period of 12 months**. The amount retained by the bank shall not bear any interest.

(b) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
10. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the contractor.
11. The Contractor shall carry out all the work strictly in accordance with schedule of quantities, details and instructions given by Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.
12. A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omissions, deductions or addition at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered

in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

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

14. (a) **The rates quoted in the tender shall include all charges** for supply, installation (assembly), testing, packing, handling and transport for all supplies. The rates shall include storage, watch and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.

(b) **The rates shall also be firm** and shall not be subject to exchange variations, labour condition, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, excise duty, customs duty, octroi work contract tax and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of sales tax, sales tax on works contract, excise duty, customs duty, octroi or other tax, duty or levy whether existing or future shall be entertained by the Employer.

(c) The work shall be carried out in such a manner that there shall be minimum disruption to Bank premises and its working. A programme shall be drawn in consultation with the Banks Engineer for this purpose.

15. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.

The contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the schedule of quantities during the course of the work and shall only carry out the same on written approval from the Bank's Engineer.

16. **Time** allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 27 of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer.

17. Tenders will be considered only from recognised bonafide contractors/Manufacturers who fulfill the minimum eligibility criteria as prescribed in the tender notice for the work. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed.

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water and electricity required for the work can be availed from the available source at site free of cost.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending tenderer can obtain any clarifications regarding specifications etc. if any from the Assistant Manager (Tech.)/ Manager (Tech.), Estate Department, Reserve Bank of India, Kanpur on any Bank's working day.
5. The tenderer may please note that, the entire work involved shall be carried out with least disturbance to the office. If required, the work shall be carried out during night time and no additional charges what-so-ever may be paid by the Bank. The rate quoted shall be inclusive of all such charges.
6. Wherever the basic rate for the material is specified, the Contractor should provide to the Bank for verifications all paid bills of purchased materials for ascertaining the actual rate of purchase so as to settle the difference in cost of material. The rate shall be got approved from the Bank before purchasing. The adjustment in price of materials shall be made on measured quantity with allowable wastage. No overhead or profit shall be considered on the cost difference. The basic price for the materials shall be taken as the cost of material at dealer's godown and transportation, loading and unloading charges etc. shall be included in the lump sum rate quoted for each item.
7. The debris dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer away from the Bank's premises without any extra cost to the Bank.
8. The tenderer shall use only approved brand materials as specifically stated in the schedule of quantities. The Bank will be at liberty to choose any brand of the materials from the approved brand names.
9. No lapses from the Contractors side, which may cause damage to the property and injury to the occupants/neighbours in the opinion of the Bank's Engineer, shall be permitted.
10. The work has to be carried out with least inconvenience to the occupants / colony residents.
11. Programme should be submitted before commencement of work so as to enable the Bank to intimate other agencies in advance for smooth working and better progress and the time schedule should be strictly adhered to.
12. No labours shall be permitted to stay inside the campus after working hours.
13. The Contractors should have valid labour licence from Labour Commissioner wherever applicable.

Safety Code

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
6. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
7. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete shall be provided with protective footwear and rubber hand-gloves.
8. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
9. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
10. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
11. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.

The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

- | | |
|---------------------------|--|
| a) "Employer" | Shall mean the Reserve Bank of India and shall include its assigning and successors. |
| b) In the case of company | "Contractor shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns. |
| c) "Site" | Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use. |
| d) "This Contract" | Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed. |
| e) "Notice in writing" | Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally 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. |
| f) "Act of Insolvency" | Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act. |
| g) "Net Prices" | If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at. |

- h) "The works" Shall mean Renovation of Bank's Staff Quarters at Kidwai Nagar, Kanpur.

Words importing persons include firms and corporations. Words importing the singular only also include the plural and vice versa where the con text requires.

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 19 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of

quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, licence fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the list of materials, Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for samples of the material for approval and /or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

11. **Assistant Manager(Tech.)/Manager (Tech.):** The term "Assistant Manager (Tech) shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (Tech.)/ Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Assistant Manager (Tech.)/ Manager (Tech.) or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.)/ Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at an stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12. **Assignment and Subletting:** The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. **Schedule of Quantities:** The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **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 and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Bank's Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

All authorised extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

17. **Prices for extra** : The Contractor may, when authorised and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 5 hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorised and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- b) The net prices of the original tender shall determine the value of 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 sub-clause(c) hereof.
- c) Where the extra works are not of similar character and/or quoted under similar conditions 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 the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, 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 Bank's Engineer

shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

18. Price adjustment for basic rate of material:

Price adjustment will be made only on the actual quantity measured. The price adjustment will be made for the difference between the basic rate and the actual market / material purchase rate and 15% profit thereon in the rate quoted for respective item in the tender. Basic rate indicates cost of material at site including transportation charges, sales tax, excise/custom duty, VAT, SAT, Octroi or any other tax and duty or other levy charged by the Central Government or State Government or local authority as applicable.

19. Unfixed materials when taken into account to be the property of the Employer

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

20. **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

21. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss

and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 2 hereof. The contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.

22. **Certificate of virtual completion and defects liability period** : The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
23. **Nominated Sub-Contractor** : All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Bank's Engineer and the Contractor shall otherwise agree) who will not enter into contract providing.

- a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
 - b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
 - c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.
24. **Other persons employed by Employer**: The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of

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

25. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the bank during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank.

The Contractor shall be responsible for any liability which may be executed from the Insurance policy above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or

proceedings and also in respect of any award of compensation or damages arising there from.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

25. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
26. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period @ Rs.1600/- per day during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor, subject to maximum of 10% of the value of contract.
27. **Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
28. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
29. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court

and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work 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 receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the 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.

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, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or 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 Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or 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 Bank shall be final and conclusive between the parties.

30. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, 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 materials 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 17 hereof.

31. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 2 and 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The following terms of payment only are applicable for the work.

Full and final bills shall be made as under detailed item-wise measurement will be taken and payment shall be made based on completion of specific item of work basis on the quoted rate. All payment shall be subject to recovery of security deposit, income tax and

work contract tax (Trade Tax). Contractor shall note that no interim payment shall be made.

32. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
33. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2(a), 2(b), 4, 7, 12, 19 & 29 hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
34. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor any such case either party (the Employer or the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

Upon every of any such reference, the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be who may determine the amount thereof, or direct the same to be taxed as between attorney

and client or as between party and party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the contractor shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank and no Award of the Arbitrator or Arbitrators, as the case may be shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

36. Right of technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

37. Employer entitled to cover compensation paid to workmen

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

38. Abandonment of works

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

39. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such

levies paid by the Contractor in respect thereof, in the even of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

40. **Right of employer to terminate contract in the event of death of Contractor or individual**

Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

Date:

Signature of Contractor:

Place:

Name & address of the firm with Seal:

APPENDIX HEREIN BEFORE REFERRED

1. Defects liability Period	1 Year from the date of issue of virtual completion certificate.
2. Period of final measurement	3 months from the date of final commissioning.
3. Date of commencement	10 th day from the day of commencement or handing over the site of work whichever is later.
4. Date of completion	3 months from the date of commencement of work.
5. Earnest money deposit (EMD)	Rs 90,000/-
6. Liquidated Damages	Rs.1600/- per day subject to a maximum of 10% of the total accepted contract value.
7. Value of work for Interim Certificate	Rs 10.00 lakh
8. Retention Percentage (R.M.)	5% from each bill
9. Total Security Deposit (EMD+RM)	Rs 3.00 lakh
10. Installment of Security Deposit to be refunded after virtual completion	Full E.M.D. will be refunded after virtual completion of the work and retention money will be released after successful expiry of defects liability period.
11. Period of honouring interim certificate	1 Month
12. Period of honouring final certificate	3 Months
13. Interest for delayed payment	3% (three percent) per annum

Place: Signature of the Contractor

Date: With the seal of their Company

List of materials of approved brand and manufacture

1. Water proofing chemicals	M/s Pidilite, M/s Sika, M/s Fosroc, M/s MC-Bouchemie, M/s BASF
2. W.C. Pane, wash basin and other chinaware fittings	Hindware, Parryware
3. Low level flushing cistern	Parryware, Hindware, Commander
4. Ceramic tiles	Nitco, Kajaria, Johnson, Bell
5. Vitrified tiles	Naveen, Johnson, Asian, NITCO, SOGO
6. G.I. Pipes	TATA
7. Sand cast iron pipes, trapes	Nicco, Cico
8. C.P. fittings	L&K
9. Stainless steel sinks	Nirali, diamond
10. Mirror	Modi Guard, Atul, Saint Gobain or any other make approved by Bank

Annexure- II

CLIENT's CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Value of work should not be less than Rs. _____ Lakh)

Name & address of the Client

"Countersigned"

Details of Works executed by Shri /M/s

Signature of the
Reporting Officer* with Office Seal

*Officer of the rank of Superintending Engineer or equivalent

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding / Very Good / Good / Satisfactory / poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding / Very Good / Good / Satisfactory / poor
	b) Financial soundness	Outstanding / Very Good / Good / Satisfactory / poor
	c) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / poor
	d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / poor

	e) General behavior	Outstanding / Very Good / Good / Satisfactory / poor
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Note : All columns should be filled in properly

“Countersigned”

Signature of the
Reporting Officer* with Office
seal

*Officer of the rank of Superintending Engineer or equivalent

Annexure-III

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s./Shri _____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs. _____ (Rupees _____ only). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)
For the Bank

Note :

1. Bankers' certificate should be on letter head of the Bank, sealed in cover addressed to enlistment authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.