

**INTERIOR & FURNISHING WORK OF
BANK OF INDIA, SHIVAJI PARK BRANCH
INDRAVADAN CO-OP.HSG.SOC.LTD., BAI
PADMABAL THAKKAR MARG, MAHIM,
MUMBAI - 400 016**

FOR

BANK OF INDIA

**TENDER DOCUMENT (for empanelled contractors)
FOR CIVIL, FURNITURE AND PARTITION WORK**

PART I

**ARTICLES OF AGREEMENT, SPECIAL CONDITIONS, CONDITIONS OF
CONTRACT**

ARCHITECTS

**KOTHRI ASSOCIATES PRIVATE LIMITED
Kartar Bhavan, 3rd floor, 121, Shahid Bhagat Singh Road
Colaba, Mumbai : 400 005, Tel.: 22840987 FAX : 22872186
e-mail : kotharibom@vsnl.net**

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INDRAVADAN CO-OP.HSG.SOC.LTD., BAI PADMABAL
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**INTERIOR & FURNISHING WORK OF
BANK OF INDIA, SHIVAJI PARK BRANCH AT
INDRAVADAN CO-OP.HSG.SOC.LTD., BAI PADMABAL
THAKKAR MARG, MAHIM, MUMBAI – 400 016.**

Ref.

dated:

LETTER OF INVITATION OF TENDER

To,

Dear Sir,

**Sub: Tender for Interior & furnishing work of Shivaji Park Branch
at Indravadan Co-Op.Hsg.Soc.Ltd., Bai Padmabal Thakkar Marg,
Mahim, Mumbai-16**

We as client "Bank of India, Mumbai" invite you to tender from empanelled contractors for the above work.

The tender copies can be purchased from BANK OF INDIA at following address from 10.03.2010 onwards on payment of Rs.1000/-(Rupees one thousand)(non refundable) from the office of Chief Manager, Bank of India, address mentioned below on any other working day during working hours between 11.00 a.m.to 3.00 p.m. and from 11.00 a.m. to 1.00 p.m. on Saturday.

Your tender accompanied with a Bank Draft of Rs.17,000/- (Rupees Seventeen thousand only) payable in Mumbai as earnest money, duly filled in, signed and sealed shall be submitted in two separate sealed envelopes as described in Special Conditions clause 1 (a) & (b) on page no.5 hereafter latest **by 30.03.2010 up to 2.00 P.M.** at the following address:

**Asstt. General Manager
Bank of India, Mumbai South Zone
(A&S Department)
Bank of India Building, 1st floor,
70-80, Mahatma Gandhi Road, Fort,
MUMBAI : 400 001
Website : www.bankofindia.com**

Please note that the Bank through the Architects, reserve the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Yours faithfully,
BANK OF INDIA

LETTER SUBMITTING TENDER

To,

**Asstt. General Manager
Bank of India, Mumbai South Zone
A&s Department
Bank of India Building,
70-80 Mahatma Gandhi Road, Fort,
MUMBAI : 400 001.**

Dear Sir,

With reference to tender invited by you for the Interior Furnishing work of Shivaji Park Branch at Indravadan Co-Op.Hsg.Soc.Ltd., Bai Padmabal Thakkar Marg, Mahim, Mumbai-16

I/We do hereby offer to execute the works under “Contract at the respective rates mentioned in the Schedule of Quantities. I/We have examined the Drawings, seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the schedule of quantities. I/We agree to finish the whole of the works within 60 days as specified in the tender after the work award date.

I/We have deposited as Earnest Money Rs.17,000/- (Rupees Seventeen thousand only) by a Bank Draft in favour of Bank of India which amount is not to bear any interest. I/We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/We fail to commence the contract on 7th day from the date of issue of work order.

I/We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

Name of Partners of the firm,

Name of Bankers,

Tenders submitted on_or before 30.03.2010 at 2.00pm

ARTICLES OF AGREEMENT

ARTICLE OF AGREEMENT Made at _____ This _____ date of _____
Chief Manager, Bank of India, Mumbai South Zone
Corporate Service Department, Bank of India Building, 70-80 Mahatma Gandhi Road,
Fort, MUMBAI : 400 001 (hereinafter referred to as the "Employer" which expression shall include his heirs, Executors, administrators & Assigns) of the one part
 and _____ trading in the name and style of _____

(hereinafter referred as the Contractor which expression shall include his heirs, executors, administrators and assigns) of the other part WHEREAS the Employer is desirous **Interior Furnishing work of Shivaji Park Branch at Indravadan Co-Op.Hsg.Soc.Ltd., Bai Padmabal Thakkar Marg, Mahim, Mumbai-16** and has caused drawings, specifications describing the work to be done to be prepared by M/s. Kothari Associates Pvt.Ltd., Kartar Bhavan, 121 Shaheed Bhagat Singh Marg, Colaba, Mumbai :400 005 (his Architects hereinafter referred to as the Architects) and WHEREAS the said drawings and the specifications and the Priced Schedule of Quantities have been signed by or on behalf of the parties hereto and WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth herein (hereinafter referred to as "the said conditions") the work shown upon "the said Drawings" and described in "the said specifications" and the said "Priced Schedule of Quantities".

(1) At the respective rates mentioned in the Priced Schedule of Quantities attached.

And WHEREAS the contractor has deposited Rs.34000/- (Thirty four thousand only) with the Employer. For the performance of the Agreement as initial security deposit (which includes EMD)

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said Drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said priced Schedule of Quantities.
2. The Employer shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The plans, agreements and documents mentioned above shall form the basis of this contract and the decision of the said Architects as mentioned in the conditions of contract with reference to all matters of dispute as to the materials, workmanship or account and as to the intended interpretation of the clauses of this agreement or any other document attached hereto shall be final and binding on both parties and shall be made a rule of court

4. The said contract comprises the above mentioned buildings and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said Employer, even though such works may not be shown on the drawings or described in the said specific actions or the priced schedule of quantities
5. The said conditions and special conditions, specifications, schedule of quantities and letter of award shall be read and construed forming part of this Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulation and perform the agreements on their parts respectively in such conditions contained.
6. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
8. The several parts of this contract have been read by us and fully understood by us. As witness our hand this _____ day of _____

Signed by the said

In the presence of

EMPLOYER

Signed by the said

CONTRACTOR

In the presence of

SPECIAL CONDITIONS

Sealed tenders should be addressed to the Chief Manager, Bank of India, Mumbai South Zone, Corporate Service Department, Bank of India Building, 70-80 Mahatma Gandhi Road, Fort, MUMBAI : 400 001 (superscribed "Tender for the Interior & Furnishing work of Bank of India, Shivaji Park Branch at Indravadan Co-Op.Hsg.Soc.Ltd., Bai Padmabal Thakkar Marg, Mahim, Mumbai-16 " and sent so as to reach not later **than 30.03.2010 at 2.00 pm-**. The tenders will be opened in the presence of tenderers **at 3.00 p.m.** on the same day at same place.

1. (a) The sealed tender shall be submitted in 2 nos. sealed envelope under the heading as follows:
Part I - Technical bid (Articles of agreement, special conditions, conditions of contract) along with Earnest Money Demand Draft
Part II - Price bid documents..
(b) The tender documents shall be also available on Bank of India's Web site www.bankofindia.com which may be down loaded by the tenderers and duly filled tender can be submitted physically to Bank Office along with Earnest Money deposit as specified earlier and cost of the tender document Rs.1500/- by Demand Draft .
2. Tender received after time specified in first para will be rejected.
3. Tenderer shall remain valid for a period of 30 days from the date of opening of the tender.
4. The Employer does not bind himself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons whatever for doing so.
5. (a) Each page of the tender documents is required to be signed by the contractor submitting the tender in token of his/their having acquainted himself/themselves with the general conditions of contract, general specifications, special conditions, etc. as laid down, Any tender with any of the documents not so signed are liable to be rejected. This also applies in respect of limited and private limited companies.
(b) The tender submitting 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 is liable to be rejected.
(c) The tender form must be filled in English language and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned, the tender will be considered invalid.
(d) The tenderer shall also submit along with his tender in respect of items wherein make or manufacturer is not specified a list mentioning the names of manufacturers of specialized items, which he proposes to use in the work.

6. All erasures, alterations and overwriting made by the tenderer 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
No advice of any change in rate or condition after opening of tender will be entertained.
7. Intending tenderers shall pay as Earnest Money a sum of Rs.17,000 (Rupees Seventeen thousand only) by bank Demand draft drawn in favour of Bank of India Mumbai. A tender, which is not accompanied by earnest money in the form of Bank Demand Draft, will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest after placing work order with the accepted tenderer.
8. On issue of letter of award of work the successful tenderer shall deposit in Demand Draft with the Employer initial security deposit 2% of the tender value including EMD. The earnest money paid by the successful tenderer shall be adjusted against the initial security deposit.
 - (a) The initial security deposit shall be held by the owner as retention money for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.
 - (b) or otherwise in the form Bank guarantee.
9. Within 7 days of issue of letter of intent from the owner of the acceptance of its tender the successful tenderer shall be bound to execute the contract by signing in accordance with the draft agreement and schedule of conditions but written acceptance by the Employer of a tender will constitute a binding contract between the Employer and the tenderer whether such formal contract is subsequently entered into or not.
10. All compensation or other sums of money payable by the contractor to the Employer to the owner under the terms of this contract shall be deducted from the retention money held if the amount so permits and contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
11. The contractor shall not assign or sublet any portion of the contract. He must not sublet any portion of the contract except with written consent of Architect/Employer failing which the Employer with the consent of the Architects may serve a notice in writing rescinding the contract whereupon the Initial security + deposit and Retention money shall stand forfeited.

- 12 A schedule of quantities in respect of such work and specification accompany these special conditions. The Schedule of quantities is liable to alterations by omission, deductions or additions at the discretion of the Architects. 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 totalled up in order to show the aggregate value of the entire tender. Rates should be quoted both in figures and words in columns specified. In case the discrepancy in the rates in figures and words the rates in words shall be deemed to be correct.
- 13 The tenderer must obtain for himself on its own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto and influencing its rates for the work,
- 14 The rates quoted in the tender shall include all charges for scaffoldings, water charges, electric charges, temporary plumbing, including authorities necessary permission for use of any tools and stacking plants, for materials, clearing of site, curing etc., as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work. Tenderer must include in their rates royalty, sales tax, excise duty, octroi, vat 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 royalty, sales tax, excise duty, octroi, vat or other tax, duty or levy shall be entertained by the Employer.
15. The calculations made by the tenderers should be based upon probable quantities of the several item of work which are furnished for the tenderers' convenience in the Schedule of quantities but it must be clearly understood that the contract is not a lump sum contract that neither the quantities nor the value of the individual items nor the aggregate value of the entire tender will form part of the contract and that the Employer does not in any way assure the tenderer or guarantee that that the said quantities are correct or that the work would correspond thereto.
- 16 Time shall be considered as the essence of the contract. The entire work must be completed in 60 days. The attention of the tenderer is drawn to clause 17 page no. 16 of the conditions of contract referring to damage for non completion. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Architects/Employer.
- 17 Special attention of the tenderer is drawn to the alternative items in the Schedule of quantities, the rates for these alternative items shall be duly filled in and the tenderer is informed that his tender will not be considered unless the alternative rates are given for these items. The Employer reserves to himself the right to adopt any of the

8.

alternative items, either in scrutinizing and deciding upon the tenders or at later stage when the works are being executed.

18. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or any sub-contractors connected therewith or delays awarding contracts for other trades of the project or in commencement or completion of such works or in or in obtaining water and power connection for construction purposes or for any other reason, whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount finally executed subject only to such variations as may be provided for herein.
19. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. The Architects will issue schedule and instructions in respect of such additional items and their quantities in writing.
20. If the Headquarter of the successful tenderers are elsewhere than Mumbai he shall have a duly authorized Agent in Mumbai from the commencement of work until the premises is occupied by the Employer. Such agent shall be authorized to act on behalf of the successful tenderer to accept service of notice of contract and to agree to extras, omissions and varied item of work and rates for the same. Such agent shall maintain on his staff a qualified Engineer approved by the Architects and such office Personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful tenderer if served upon such Agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the Architects shall have been previously obtained. If the Architects shall order the tenderer to carry out any rectification under the terms of the contract after the entire work is completed.
21. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed without any delay and to the satisfaction of the Architects/Employer.
22. The contractor shall make his own arrangements to obtain all the necessary permissions required from various statutory bodies of government/MCGM for the commencement of the said work including for the supply of water for his labour as well as for construction purpose and an efficient service of electric light and power. All the charges for this purpose shall be borne by the contractor. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of the contractor.

9.

- 23.. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

24. “On completion of the work, the contractor shall clear away and remove within 7 days from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of site and permanent works clean and in a workmanlike condition to the satisfaction of the Architects/Employer

Signature of

CONTRACTOR

EMPLOYER

CONDITIONS OF CONTRACT

1) **Interpretations.**

In construing these conditions, the Specifications, the Priced Schedule of Quantities, tender and agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

“Employer” shall mean Chief Manager, Bank of India, Mumbai South Zone, Corporate Service Department, Bank of India Building, 70-80 Mahatma Gandhi Road, Fort, Mumbai : 400 001 and his (their), legal representative, assigns and successors.

“Contractor” shall mean M/s _____ and his (their) heirs, legal representative, assigns and successors.

“Site” shall mean the site of the contract works as per plan attached allotted by the Employer for the contractors’ use.

“This contract” shall mean the Articles of Agreement, Special conditions, these conditions the Priced schedule of quantities, the specifications and the appendix and the drawings, additional instructions issued till the receipt of the tender and subsequent correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract.

“Act of Insolvency” shall mean any act of Insolvency as defined by the Presidency town Insolvency Act, or the provincial act or any amending statute.

“Notice in writing or “ Written notice” shall mean a notice typed or printed characters sent (unless delivered) personally or otherwise proved to have been received by registered post to the last know 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.

“Virtual completion” shall mean that site (premises of work) is in the opinion of Architect fit for occupation.

2) **Scope of work.**

The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the Architect/Employer. The Architect/Employer in their absolute discretion from time to time issue further drawings and/or written instructions, details, directions and explanation which are hereafter collectively referred to as the “Architect’s Instruction” in regard to:-

- a) The variation or modification of the design, quality of works material or the additions or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the Schedule of quantities and/or drawing and/or specifications.
- c) The removal from the site of any materials brought there on by the contractor and the substitution of other materials therefor
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons thereupon
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under clause 22 on page no.18.

The contractor shall forthwith comply with and duly execute any work comprised in such Architect's instructions provided always that verbal instructions and directions, explanations given to the contractor or his agent upon the works by the Architect shall if involving a variation be confirmed in writing by the contractor within seven days and if not dissented in writing within a further period of seven days by the Architect such shall be deemed to be Architects' instructions within the scope of contract. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the Architect in the following manner:

- i. If the rates for the additional altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rates for additional, altered or substituted work are not specified in the contract for the work, then such rates will be derived from the rates for a similar class of work as are specified in contract for the work.
- iii. If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract, then such work shall be carried out and the rates shall be derived, based on the prevailing market cost for labour and material at site of work including wastage plus 15% towards tax, overheads and contractors profit.
- iv. For such class of work as specified in sub clause (i) to (iii) supported by analysis of rate or rates claimed and the Architect shall determine the rate or rates on the basis of prevailing market rates and pay the contractor accordingly including 15% towards contractors' profit, overheads and tax as applicable. However, the Employer by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as may be considered advisable. But under no circumstances, the contractor shall suspend the work on the plea of non settlement of rates of items falling under the clauses:

If compliance with Architect's instructions as aforesaid involve work and/or expense beyond that contemplated by the contract then unless the same were issued by the

Employer to some breach of this contract by the contractor, the Employer shall pay to the contractor the price of said work as an extra to be valued as hereinafter provided.

3. Drawing and Schedule of Quantities.

One complete set of the Drawings and specifications and schedule of quantities shall be furnished by the Architect to the contractors, and the Architect shall furnish, within such time as they may consider reasonable, one copy of any additional drawing which in their opinion may be necessary for the execution of any part of the work. Such copies shall be kept on the works and the Architects/Employer representatives shall at all reasonable times have access to the same, and they shall be returned to the Architects by the contractor before the issue of the final certificates for the balance of his account under the contract, The contract and the signed Drawing and Specification and Schedule of quantities shall remain in the custody of the Employer and shall be produced by them at their office as and when required.

4. Contractor to provide everything necessary.

The contractor shall provide every thing necessary for the proper execution of the work according to the intent and meaning of the Drawings, Priced Schedule of Quantities and Specifications taken together whether the same may not be particularly shown or described therein provided that the same can reasonably be inferred therefor and if the contractor find any discrepancy therein he shall immediately and in writing refer the same to the Architect whose decision shall be final and binding on the parties. Figured dimension shall be followed in preference to scale.

5 Authorities, Notice and Patents.

The contractor shall conform to the provisions of any Acts of the Legislature relating, to the work and to the Regulations and Bye-laws of any Authority, and of any water, lighting and other companies and/or Authorities with whose system the contract is proposed to be connected, and shall, before making any variations from the drawings or specifications that may be necessitated by so confirming 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 seven days receive such instruction he shall proceed with the work conforming with the Provisions, Regulations or Bye-laws in question

The contractor shall arrange to give all notice required by the said Acts, Regulations or Bye-laws to be given to any Authority, and to pay to such Authority, or to any Public Officer all fees that may be properly chargeable in respect of the work, 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 action arising from such claims unless he has informed the Architects before any such infringement and received their permission to proceed and shall himself pay all royalties, licence fees, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

6. Setting out works.

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 shall appear during the progress of any part of the work the contractor shall at his own expense rectify such error, called upon, to the satisfaction of the Architects/Employer

7. Contractor immediately to remove all offensive matter.

All spoil, filth or material wastage of any nature during execution shall not be deposited at the site of work , but shall be at once carted away by the contractor out of the site to appropriate place.

8 Material and workmanship to conform to description.

All materials and workmanship so far as procurable be of the respective kinds described in the Priced Schedule of Quantities and/or specifications and in accordance with the Architects instructions and the contractor shall upon the request of the Architects furnish them with all invoices, accounts receipts, and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for an/or carry out any test of materials, which the Architects may require.

9 Access.

Architects/Employer their representative shall at all reasonable times have free access to the work and/or to the workshop factories, or their places where materials are being prepared or constructed for the contract and also to any other place where the materials are lying or from which they are being obtained, and the contractor shall give every facility to Architects/Employer and their representative necessary for inspections and examination and test of the materials and workmanship. Except the representatives of public Authorities no person shall be allowed on the works at any time without the written permission of the Architects,

If any work is to be done at the place other than the site of works the contractor shall obtain the written permission of the Architects for doing so. The work during its progress/on completion can also be inspected by the any Technical Examiner on behalf of the Employer.

10 Supervision and Engineer.

The Contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Architects 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 were in progress employ a competent Engineer approved by the Architects who shall be constantly in attendance at the site while the men are at work. Any directions, examinations, instructions or notice given by the Architects/Employer to such Engineer shall be deemed to be given to the contractor.

11 Assignment.

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share interest therein nor shall he take a new partner without the written consent of the Architects and no subletting shall relieve the contractor from the full and entire responsibility of the contractor or from active superintendence of the work during its progress.

12 Schedule of Quantities.

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in the specifications and shall be considered to be approximate and no liability shall attach to the Architects for any error/variation that may be discovered therein.

13 Variations.

The contractor may when authorized and shall when directed, in writing by the Architects add to, omit from, or vary the words shown upon the drawings or described in specification or included in the Priced Schedule of Quantities, but the contractor shall make no additions, omission or variations without such authorization or direction. A verbal authority or direction by the Architects shall be confirmed by the contractor in writing within 7 days and if not repudiated by the Architects within next 7 days be deemed to have been given in writing.

No claim for any extra shall be allowed unless it shall have been executed under the provisions of the clause or by the authority of the Architects here in mentioned. Any such extra is herein referred to as an authorized extra. No variations, ie. addition, alteration, omissions or substitutions, shall vitiate the contract.

The rates of items not included in the Schedule of Quantities shall be settled by the Architects in accordance to the formula set in clause 2 sub clause iv. page no.11

14 Damage to persons and property insurance in respect of.

The contractor shall be responsible for all injury to persons, animals, or things and for all damage to the structural and/or decorative part of property which may arise from the operation or neglect of himself or of any sub-contractor or of any of his or sub-contractors' employees whether such injury or damage arise from carelessness, accident, or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings, and the works forming the subject of this contract by rain or other inclemency of the weather. The contractor shall indemnify the owner and hold them 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 Government or otherwise and also in respect of any award of compensation or damage consequent upon such claim

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

The contractor shall indemnify the owner against all claims which may be made against the owner by any member of the public, or other third party in respect of any thing which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain from the date of commencement until the virtual completion of work/handing over of work an approved office a policy of insurance in the joint names of the owner and the contractor against such risk and deposit such policy or policies in original with the owner from time to time during the currency of the contract. The contractor shall also indemnify the owner against the claims which may be made upon the owner whether under the workmen's compensation Act or any other Statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the work/handing over of work with an approved office a policy of Insurance in the joint name of the owner and the contractor against such risk and deposit such policies or policy in original with the owner from time to time during the currency of this contract, The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of and incidental to what is stated herein before, he shall also indemnify the owner in respect of any costs, charges or expenses arising out of any claims or proceedings, and also in respect of any award of compensation or damage arising therefrom.

The owner, with the consent of the Architects, shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums due or to become due to the Contractor.

15 Fire Insurance.

The Contractor shall on signing the Contract insure the works for the total contract sum and keep them insured until the virtual completion of the contract against loss or damage by fire and earthquake in an office to be approved by the Architects in joint names of the owner and contractor. Such policy shall cover the property of the Employer. The contractor shall deposit the policy, in original, and receipt for premium with Employer within twenty-one days from the date of signing the contract unless otherwise instructed by the Architects. In default of the contractor insuring, as provided above, the owner may so insure and may deduct the premiums paid from any moneys due, or which may be come due to the contractor. The contractor shall, as soon as the claim under the Policy is settled, work reinstated by the Insurance Office should they elect to do so, proceed with all due diligence the completion of the work in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion, as the Architects may deem fit.

16 Time Delay and Extension of Time.

If in the opinion of Architects the work be delayed :

- a) By force majeure such as incessant rain, flood, fire and like natural calamities, or
- b) Reason of any exceptionally inclement weather, or
- c) By reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities, of
- d) In consequence of the contractor not having received in due time necessary instructions from the Architects for which he shall have specially applied in writing. Or
- e) From other causes which the Architects may certify as beyond the control of the Contractor, or
- f) In case of strike or lock out the contractor shall give written notice thereof to the Architects, but the contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of Architects to proceed with the work. The owner with the consent of the Architects shall make a fair and reasonable extension of time of completion of the contract work

17 Damage for non-completion.

If the contractor fails to complete the work by the date of completion stated in the Appendix or within any extended time under clause 20 hereof and the Architects shall certify in writing that in their opinion the same ought reasonable so to have been

completed, the contractor shall pay or allow the Employer the sum named in the Appendix as “Liquidated Damages” for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the contractor.

18 Failure by Contractor to comply with Architects’ Instructions.

If the contractor after receipt of written notice from the Architects requiring compliance, with such further drawings and/or Architects’ instructions fails within seven days to comply with the same, the Employer may with the consent of the Architects employ and pay other persons to execute any such work whatsoever 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.

19 Measurement of works.

The Architects or Architects’ representative may from time to time intimate the contractor that they require the works to be measured and the contractor shall attend or send a qualified Engineer to assist the Architects or the Architects’ representative in taking such measurement and to furnish all particulars or to give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such Engineer then the measurements taken by the Architects or approved by them shall be taken to be correct measurements of the work,

20 Certificate and payment.

The contractor shall be paid by the Employer from time to time by instalments under interim certificate to be issued by the Architects to the Contractor on account of the works carried when in the opinion of the Architects work to the approximate value named in the Appendix as value of works for interim certificates” (or less at the reasonable discretion of the Architects) has been executed in accordance with this contract, subject however to a retention of the percentage of such value named in Appendix hereto as :Retention Percentage of interim Certificate”. The Architects may in their discretion include in the interim certificate such amount on account of materials delivered upon the site by the contractor for use in the works upto 75% of the cost of non-perishable materials. And when the works have been virtually completed and the Architects shall have certified in writing that they have been so completed, the Contractor shall be paid by the owner in accordance with the certificate to be issued by the Architects the sum of money named in the Appendix as ‘Instalment after Virtual completion’ and the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Architects at the expiration of the period referred to as “Defects Liability

Period” in the Appendix hereto from the date of Virtual Completion or soon after the 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 that the issue by the Architects of any certificate during the progress of the works at or after their completion shall not relieve the contractor from his liability under clause 2 and 26, in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt, within the certificate and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Architects shall itself be of conclusive evidence that any works or materials to which it relates are in accordance with the contract, and the running payments made are only advance payments to be adjusted against the final payment.

The Architects shall have power to withhold any certificate if the works or any parts thereof are not being carried out to their satisfaction.

Payments of interim certificates shall be made invariably within the period named in the Appendix “Period of honoring Certificate” after such certificates have been delivered to the employer.

21 Unfixed materials when taken into account to be property of the owner.

When in any certificate of which the contractor has received payment the Architects have included the value of unfixed materials intended for and/or placed on or adjacent to the works such materials, shall become the property of the Employer for any loss or damage to such materials the contractor shall be responsible and these shall not be removed from the site except for use upon the works without the written authority of the Architects.

22 Defects after completion.

The defects and other faults which may appear within “the Defect Liability Period” stated in the Appendix hereto or if not stated then within twelve months after the Virtual Completion of the Works, arising in the opinion of the Architects from material or workmanship not in accordance with the contract shall upon the direction in writing of the Architects and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost; unless the Architects shall decide that he ought to be paid for such amending and making good, and in case default the owner with the consent of the Architects may employ and pay other persons to amend and make good such defects and other faults and all damages loss and expenses shall be recoverable from the contractor by the Employer or may be deducted by the Employer 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 under Clause 24 being insufficient, recover the balance from the contractor together with any expenses the Employer may have incurred in connection therewith,

should any defective work have been done or material supplied by any sub-contractor employed on the works who had been nominated or approved by the Architects as provided in clause no.16 the contractor shall be liable to make good the same, as if such work or material had been done or supplied by the contractor and be subject to the provision of this clause and clause no.2 hereof. The contractor shall remain liable under provisions of this clause notwithstanding the signing by the Architects of any certificate or the passing of accounts

23 Certificate of Virtual Completion.

The works shall not be considered as completed until it is finished to the status of habitable condition and the Architect have certified in writing that they have been virtually completed and the defect liability period shall commence from the date of such certificate.

24 Architects delay in progress.

The Architects may delay the progress of the works without vitiating, the contract and grant such extension of time for the completion of contract as they may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation of damages in relation thereto.

25 Suspension.

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of work shall suspend the works or in the opinion of the Architects 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 respect of clause no.2 the Architects shall have the power to give notice in writing to the contractor requiring that the work be proceeded with in reasonable manner and with reasonable dispatch, such notice shall purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto any plant and materials belonging to him which will have been placed there on for the purpose of the works and the Employer shall have a lien upon all such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for seven days after such notice have been given to proceed with the works as therein prescribed the Employer may proceed as provided in clause no.26

26 Termination of contract by owner.

If the contractor commit any "Act of insolvency" or shall be adjudged insolvent, shall make an assignment or composition for the benefit of the greater part in number or amount of his creditors or shall enter into a Deed of Assignment with his creditors or (being an incorporated company) shall have an order made against him or pass an effective

Resolution of winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the contractor shall repudiate the contractor if the official assignee or the liquidated in any such 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 Architects that he is able to carry out and fulfil the contract and if required by the Architects to give security therefor or if the contractor shall suffer execution to be issued or if the contractor shall suffer any payment, contractor shall assign or sublet the contract without the consent in writing of the Architects first obtained or if the contractor shall charge or encumber this contract or any payments due or which may become due to the contractor thereunder, or if the Architects shall certify in writing that in their opinion the contractor :

- i. Has abandoned the contract. or
- ii. Has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the Architects 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 works within seven days after receiving from the Architects written notice that the said materials or work was condemned and rejected by the Architects 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 to observe/perform the same, or
- vi. Has to the detriment of good workmanship or in defiance of the Architects instructions to the contrary sublet any part of the contract.

Then and in any of the said causes the Employer with the consent of the Architects may notwithstanding any previous waiver, after giving seven days notice in writing to the contractor determine the contract, but without thereby affecting the power of owner or the obligations and liabilities of the contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the Employer with the consent of the Architects may enter upon and take possession of the works and all instruments, scaffolding any machinery, equipments, utensils and materials, lying upon premises or the adjoining lands or roads, and use the same as their own property or may employ the same by means of their own servants and workmen in carrying out and completing the works by employing any other contractors 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 persons or persons employed for completing and finishing or using materials and instruments for the work, When the work shall be completed, or as soon thereafter as convenient the Architects shall give a notice in writing to the contractor to remove his surplus materials and machinery and should the contractor fail to do so within a period of 14 days after receipt of notice by him the Employer may sell the same by public auction and shall give credit to the contractor for the amount so realized. The Architects shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due or payable by the owner for the value of the said machinery and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in getting the works to be so completed and the amount if any owing to the contractor and the amount which shall be so certified shall thereupon be paid by the Employer as the case may be and certificate of the Architect shall be final and conclusive between the parties. Provided that if expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference shall be payable to the contractor.

27 Dispute to be finally determined by Architects.

The decision, opinion, direction, certificate or valuation of the Architects with respect to all or any of the matters under clause 2,4,8,11,23,25 & 26 hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Architect shall be subject to the right of Arbitration and review in the same way in all respects (including the provision as to opening the reference).

28 Deposit.

The amount deposited by the contractor along with his tender shall be retained with the Employer as part of Initial Security Deposit,. In case of default in any of the foregoing conditions the deposit amount shall be forfeited to the Employer.

It is a condition of this contract that the contractor shall pay to the labour engaged by him in connection with work directly or indirectly through sub-contractors, wages not less than the minimum fixed by the appropriate Governments' under minimum wages Act 1946 and shall duly and properly comply with or ensure compliance with all legislation laws, rules or regulations relating to the employment of labour. The Contractor shall be liable for any damages or loss caused to the Employer by violation of the provisions of this clause. A violation of this clause shall also be deemed to be a breach of Contract.

The contractor shall obtain a valid license under the contract labour (R&A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid licence until the completion of the work. Certified copy of the said license(s) should be deposited with the Employer.

The work, originally executed before being damaged or destroyed and not paid for. The contractor shall be paid for the damage/destruction suffered and for the restoring the materials at the rates based on the analysis of rates tendered for in accordance with this agreement. The certificate of the Architects regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of natural hostilities or war-like operations against Air raid as deemed necessary by A.R.P. Officers or the Architects (b) for any materials etc. not on the site of work or for any tools and plant, machinery, scaffolding temporary work and other things not intended for the work.

29 Settlement of Dispute, Arbitration.

- i. Any other decision, opinion, direction, certificate or valuation of the Architects not relating to any of the accepted matters or any refusal of the Architects to give any of the same, and all disputes and differences of any kind 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 a single Arbitrator in case the parties can agree upon one or in case of disagreement as to the appointment of a single Arbitrator shall be referred to two Arbitrators. The appointment of Arbitrator shall be sole responsibility of the President of the Indian Institute of Materials Management and same shall be deemed to be a submission to arbitration in accordance with the provisions of the Indian Arbitration Act, 1940 as per the amendment 1986, or any statutory modification thereof for the time being in force.

Provided always that the Employer shall not withhold the payment of an interim certificate nor the contractor in any way delay the carrying out of the works by reasons of any such matter, question or dispute to be referred to arbitration but shall proceed with the work with all due diligence and shall until the decision of the Arbitrator or Arbitrators or the Umpire abide by the decision of the Architects or the Corporation as the case may be, and no Award of the Arbitrator or the Arbitrators or the Umpire shall relieve the contractor of his obligations to adhere strictly to the Architects' instructions with regard to the actual carrying out of the works. The Arbitrators at their first sitting shall nominate an Umpire to whom the dispute would be referred to in case of disagreement between them. The Umpire, on reference to him by the Arbitrator, will give his Award without the necessity of taking fresh evidence of the parties unless he considers it necessary to examine any additional evidence. The decision of the Umpire shall be final and binding on the parties.

- ii. It is a term of the contract that the party invoking the arbitration shall specify the dispute or disputes to be referred to the arbitration under this clause together with the amount or

amounts claimed in respect of each such dispute, make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the Employer that final bill is ready for payment, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the Employer will be discharged and released of all liabilities under the contract in respect of these claims.

- iii. The decision of the Architects regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.
- iv. In all cases of disputes referred to arbitration, the Arbitrator/Arbitrators shall state the decision in writing and will give reasoned award for each item of dispute referred thereto.

Signature of

Seal :

CONTRACTOR

APPENDIX HEREINBEFORE REFERRED TO

- | | | |
|--|---|--|
| 1. Date of commencement | : | 7th day from the date of issue of letter of work order. |
| 2. Date of completion | : | 60 days from the date of Commencement |
| 3. Insurance | : | As directed. |
| 4. Liquidated damage | : | 1% per of the contract sum per week of delay subject to max.of 10% of final contract sum.. |
| 5. Period of final measurement | : | 30 days from the date of completion. |
| 6. Period of honouring Interim Bill | : | 15 working days from date of receipt of bill |
| 7. Period of honouring Final Bill | : | 30 days from the date of receipt of bill |
| 8. a) Earnest Money Deposit | : | Rs.17,000/-. |
| b) Initial Security Deposit | : | 2% of the tender value including EMD |
| c) Retention Money | : | 8% of contract sum excluding EMD from each interim bill subject to the maximum 10% including the EMD, ISD etc. |
| 9. Defects Liability period | : | Twelve months from the date of virtual commencement. |
| 10. Release of Security Deposit
And retention | : | 50% of Retention after virtual completion certificate by the Architect and remaining 50% after 14 days after the end of the defect liability period. |

Signature of Contractor

LIST OF APPROVED MAKE

CEMENT (GREY)	:	L & T, A.C.C., Ambuja,
WHITE CEMENT	:	J.K. Birla, Ambuja,
SAND	:	River sand to be used.
WHITE & COLOURED GLAZED TILES	:	H&R Johnson, Kajaria, Somani & Euro or equivalent with prior approval
DESIGNER CERMIC TILES	:	H&R Johnson, Nitco, Kajaria & Euro ceramics
WATERPROOFING COMPOUND	:	CICO, ACCO, FOSROC, STP.
PAINT, DISTEMBER	:	Asian, British paint, ICI
PLAIN GLASS	:	Modi, Saint Gobain
LAMINATES	:	Formica, Royal touch, Durian, Green marine & Euro laminate or equivalent with prior approval
FLUSH DOOR	:	Anchor (Indian plywood), Century ply, Uni ply, Archid ply, Kenwood, Durian
OXIDISED BRASS FITTINGS AND FIXTURES	:	Chetana, Royal brass, Neki Corporation, Albihari or equivalent with prior approval
LOCKS & HANDLES	:	Godrej, Golden, Doreline, Neki Corporation
VENEERS	:	Kenwood, Anchor (Indian plywood), Euro ply, Uni ply, Archid, Century Ply Mayur
PLY & BLOCK BOARD	:	Euro ply, India Plywood Co., Uni ply, Archid ply & Century Ply
WATERPROOFING AGENCY	:	India waterproofing co.Ltd. Likproof India Pvt.Ltd. Nina Industries,

DOOR CLOSERS HEAVY DUTY	:	Everite, Godrej, Efficient or equivalent
FLOOR SPRINGS HEAVY DUTY AS SPECIFIED IN BOQ. :		Everite, Godrej, Hammco, Efficient or Equivalent
MELAMINE/ACRELYC POLISH:		Pidilite Industries, Asian paints MRF or equivalent
GYPSUM BOARD	:	India Gypsum Co.Ltd.
G.I. PILES G.I.FITTINGS & ACCESSORIES	:	Zenith, Tata, R. Brand, Leader, Glob, Hawa, Zoloto
SANITARY WARE TOILET, BATHROOMS, FITTINGS & FIXTURES	:	Hindustan, Parry, Jaguar, ESS
C.I. PIPES	:	IISCO, Kesoram

Note: Products of equivalent or superior makes may be used at the Employer's discretion and choice.