



TECHNICAL BID

FURNISHING, ELECTRICAL, A.C WORK & INTERIOR DECORATION OF REGIONAL OFFICE : KHALILABAD

IMPORTANT DATES

DATE OF ISSUE OF TENDER NOTICE	28.08.2024
LAST DATE AND TIME OF SUBMISSION OF TENDER	20.09.2024 up to 04:00 P.M.
DATE OF OPENING OF TENDER (TECHNICAL BID)	20.09.2024 at 04:30 P.M.
JOB PERIOD	05 WEEK

Baroda U.P. Bank

Premises & Equipment Department
Regional Office : Khalilabad
Near By-Pass Chauraha, Mehdawal Road, Khalilabad
District : SANTKABIR NAGAR
e-mail id: operations.roklbd@barodauprrb.co.in
Mobile: 9119603966

Sd

Regional Manager

Date: 28.08.2024

NOTICE INVITING TENDER

Sealed item rate short term tenders are invited on behalf of the Regional Manager, Baroda U.P.Bank, Regional Office Khalilabad from the Furnishers & Interior Decorators having experience for the work of FURNISHING, ELECTRICAL & A.C. WORK of REGIONAL OFFICE KHALILABAD in Khalilabad Region.

1. Issue of tender documents :28/08/2024 to 20/09/2024 upto 12.30 PM
2. Last date of receipt of tender documents :20/09/2024 upto 4.00 PM
3. Date of opening of tender documents :20/09/2024 at 4.30PM
4. Place of submission & opening of tender :Baroda U.P.Bank, Regional Office Khalilabad
5. Period for completion of work from order date :Maximum 05 Week
6. Offer Validity : 60 Days
7. Retention percentage :5%(Five percent) from final bill
8. Defect liability period : 12 months from the date of completion certificate issued by the Bank Architect.
9. Release of retention money : After 14 days from defect liability period.
10. Our Architect : Gunjan & Associates
Mob: 9838818489
141, Lane No.9 Sainik Nagar
Raebareilly Road, Lucknow-
226002

1. Eligibility Criteria (Amount exclusive of GST):

- A. One similar completed work costing not less than Rs.34,61,491.00
- B. Two similar completed work costing not less than Rs. 18,23,775.00
- C. ThreesimilarcompletedworkcostingnotlessthanRs.12,19,700.00
- D. Completion certificate of such project for last seven years must be furnished.

Annual Average Turnover for last three financial years should not be less than Rs. 14,16,050/- (Document should be produced to ascertain the turnover)

- The essential Proof of works done required i.e. work order or appointment letter for respective works done for the Government Sector, PSU Sector, in India. Works allocated by the reputed Private organizations should carry the copy of the works order, works completion certificate, TDS Certificates; all of them issued in the name of the Entity/ organization who is participating in the Tender Bid. The works completion should be signed by the authorized signatory or the Project In charge who is eligible to sign the Project.
 - Satisfactory Work Completion Certificates indicating the amount of work completed are required to be submitted along with Part - I.
 - The contractors should having adequate equipment and qualified staff.
 - Satisfactory submission of all details per 'form of particulars'.
 - Arranging for site visit for showing the completed works when asked to do so.
 - Adequate financial, strength proof (solvency certificate from Nationalized Bank and endorsed by Chartered Accountant) is required.
 - GST Registration No. Along with SAC & HSN Code is required.
 - A self-declaration by the firm endorsed by the authorized signatory, on Non Judicial Paper of Rs 100, for not being black listed by any Government or State Government organization is required.
2. Contractors/ VendorshavetofillupandsubmitenclosedApplicationForm,Appendix 'A',Appendix 'B',Appendix 'C',Appendix 'D',Appendix 'E' alongwiththeTechnicalBid.

3. **Submission of tenders.**

Your Tender duly filled in and signed and sealed, should be addressed and hand delivered/or delivered through post/ by Hand to **The Regional Manager, Baroda U.P. Bank, Regional Office Khalilabad, Khalilabad-Mehdawal Road, Sant Kabir Nagar** On or before **20.09.2024 up to 04:00 p.m.**

The tenders to be submitted in two separate envelopes, each sealed and clearly indicated envelop number and contents as indicated below:

ENVELOP NO. 1 super scribed as “TECHNICAL BID FOR FURNISHING, ELECTRICAL AND A.C. WORK” for **Baroda U.P. Bank, Regional Office Khalilabad, Khalilabad-Mehdawal Road, Sant Kabir Nagar.**” and shall contain the following:

- i. Form of Tender
- i. Earnest Money Deposit of **Rs. 50,000/-** (Rupees Fifty Thousand Only/-) in the form of Demand Draft , FDR or in the form of Bank Guarantee from any schedule Bank other than Clientele Bank only in favor of **BARODA U.P. BANK** Payable at **SANTKABIRNAGAR. If the bidder submitted the bids without EMD or valid certificate of MSME/NSIC etc, bid shall be summarily rejected.**
- ii. Tender document other than Price Bid
- iii. Application Form, Appendix ‘A’, Appendix ‘B’, Appendix ‘C’, Appendix ‘D’, Appendix ‘E’

ENVELOP NO. 2 super scribed as “**PRICE BID FOR FURNISHING, ELECTRICAL AND A.C. WORK for Baroda U.P. Bank, Regional Office Khalilabad**” and shall contain only bill of quantities duly filled in and signed on each page by the tenderers. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in this envelop otherwise the tender shall be liable for rejection.

4. Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.
5. **The work has to be carried out on priority and is in Alternate Premises, hence you are requested to inspect the site and the nature of work prior to submitting the tenders. All loose fittings of furniture have to be prepared in separate workshop or as per the instruction of Bank’s Engineer/Officer/Architect. Workshop space has to be arranged by bidder and no separate payment will be made for that.**
6. **Baroda U.P. Bank** discourages the stipulation of any condition by the tenderer .The conditional tenders will be liable to be rejected.
7. Validity of Tender: the tender shall be valid for a period of 90 days, from the last date of submission of the tender.
8. **Baroda U.P. Bank** is not bound to accept the lowest tender and reserves the right to reject any or all the tenders assigning with the reason therefore.
9. All the rates indicated in the tender shall be **inclusive of all material charges, transportation, local levies as applicable, loading, unloading, lifting- shifting, erection, testing, commissioning, etc. GST will be paid extra as applicable.**
10. The rates quoted shall also be inclusive of Local Authorities Permission/ Handling of Municipal / a Local problem is in contractor’s scope of work, including obtaining verbal local permissions for smooth functioning the project, Bank shall not pay any extra amount for the same.

11. The contractor should follow the IBA and CPWD guidelines while quoting for tender rates.
12. The Pre-Bid meeting will be held at the site in **Sant Kabir Nagar on 13.09.2024 (From 04:00 PM)**. Bidders are advised to visit the site prior to attending Pre Bid meeting. Any changes arising due to outcome of Pre-Bid Meeting will be published on Bank's website under Tender section and will be a part of Technical Bid. Bidders are advised to visit Bank's Website periodically for updates.
13. The Technical Bid will be opened at Meeting Hall, Baroda U.P. Bank, Regional Office Khalilabad, Sant Kabir Nagar on **20.09.2024 at 04:30 PM**.
14. For clarification contact

a. Baroda U.P. Bank –Premises & Equipment Department : 9119603966

Yours faithfully,

**Regional Manager
Khalilabad Region**

SECTION – II
INSTRUCTIONS TO TENDERERS

SECTION _ II

2.1 The tenderers are advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non- performance of the contract or any increase in the rates quoted by him.

2.2 The tenderers shall examine carefully all the tender documents consisting of :

- Invitation to Tenderers
- Instructions to Tenderers
- General and Special Conditions of Contract
- Bill of Quantities
- Set of Drawings

All the above shall form Part of the agreement.

2.3 Time is the essence of contract and the tenderers are required to complete the works in all respects to the satisfaction of the Architect & the Employer within the stipulated time.

2.4 The tender should contain the rates & the amount (both in figures and words), in the prescribed column of the BOQ. All the items should be totaled up in the end. All corrections should be duly attested by the tenderers. In case of any discrepancy between rates and amounts, the lower value will be taken for the finalizing of the tender amount.

2.5 It shall be clearly understood that the rates quoted in the tender are to be, for complete work at site, as per the instructions to Tenderers, Conditions of Contracts, Specifications and Drawings and also for all such works as become necessary for proper completion of works, although specific mention thereof may not have been made in the specifications or drawings of tender documents. The rates shall be firm and not subject to cost escalation on account of labor and material conditions or any other reason whatsoever.

2.6 The tenderers shall use only the form issued with this tender to fill up the rates.

2.7 Every page of the tender shall be signed on the left hand side bottom corner as a token of acceptance.

2.8 The Contract will be governed by the Indian Contract Act, Indian Sale of Goods Act and all other relevant Laws. All payments due to the contractor under the contract will be made in Indian Rupees Currency.

FORM OF TENDER

To,
Regional Manager
Baroda U.P. Bank
Regional Office: Khalilabad
Sant Kabir Nagar : 272175

Dear Sir,

Having examined the drawings, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached bill of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in condition of tender, appendix to the form of tender, articles of agreement, conditions of contract, bill of quantities 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

Description of works	FURNISHING/ ELECTRICAL AND A.C. WORK FOR NEW PREMISES OF BARODA U.P. BANK REGIONAL OFFICE KHALILABAD, SANT KABIR NAGAR 272175
Earnest money deposit	Rs.50,000/-(Fifty Thousand Only)
Security deposit	Total 5% of the final contract value.
Time allowed for completion	5 Weeks from the date of commencement

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 **BARODA U.P. BANK** the amount mentioned in the said conditions.

I/we have deposited a sum of **Rs. 50,000/-** (Rupees Fifty Thousand Only) as earnest money in the form of Demand Draft, FDR or in the form of Bank Guarantee from any schedule Bank other than Clientele Bank only in favour of **BARODA U.P. BANK** Payable at **Sant Kabir Nagar**. 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 **BARODA U.P. BANK**.

All information and documents as required to be submitted with the tenders.

1. Our bankers are
2. The names of partners of our firm are
3. Name of the partner(s) of the firm authorize to sign:
4. Company Profile
5. Name of the persons having power of attorney to sign the contract (certified true copy of the power of attorney should be attached).

Yoursfaithfully

Signature of contractor with Seal

SCHEDULE–A
(Application Format)

SL. NO.	PARTICULARS	
1.	ORGANISATIONDETAILS	
i)	Name of the firm	
ii)	Address of the firm with telephone/Mobile no., fax no., e-mail(if any)	
iii)	Year of Establishment/Registration	
iv)	Status of the firm(Individual/Partnership/Pvt.Ltd/ Public Ltd.) (Documentary evidence to be attached)	
v)	Name of Directors/Partners/Proprietor	i) ii) iii)
2.	FINANCIALDETAILS	
i)	Name and address of Bankers	i) ii) iii)
ii)	Whether latest Solvency certificate issued within last 12 months (for Rs. 30.0 lacs) enclosed	
iii)	Average Annual Turn-over during the last 3 financial years (in Rs. 14.16 lacs) (Attested by Chartered Accountant)	i) F.YEAR2021-22Rs _____ ii) F.YEAR2022-23Rs _____ iii) F.YEAR2023-24RS _____
iv)	PAN No. and Income Tax Returns for the last Three years (Please attach as annexure)	PANNO.
v)	Furnish copies of audited Balance Sheet and profit & loss account (audited) for the last Three years . (Please attach as annexure)	
vi)	GSTNo. (Attached Copy in separate Sheet)	

vii)	EPF/ESI Registration No. (Attach registration certificates as annexure)	EPF ESI
3.	REGISTRATIONDETAILS	
i)	(Enclose registration Certificate as annexure)	
4.	WORKEXPERIENCE	
	Please provide the following information /details pertaining to similar projects or projects of similar magnitude(Minimum 2Works) completed during last 5 years or presently under construction in the format given below. Attach separate sheets for each project. Enclose copy of the completion certificate/workorderfromOwner/Architectforeachproject.Photographsoftheprojects completed/underconstructionmayalsobeenclosed.	
i)	Name of the Project with Location	
ii)	Name of the Client	
iii)	Name of the Architect	
iv)	Project Description with scope of the contract	
v)	Original cost put to tender	
vi)	Month &Year of commencement	
vii)	Stipulated period of completion	
viii)	Actual month and year of Completion	
ix)	Up-to-date percentage of completion (Cost wise) or ongoing projects	
x)	Reason for Delay ,if any	
xi)	Actual cost of construction ,for completed projects	
xii)	Details of disputes/failures/ litigations ,if any	
xiii)	Completion certificate/work order from the owner/architects(Enclose documentary evidence)	
xiv)	Provide a complete list of ongoing projects with Anticipated date of completion	
xv)	Details of minimum two projects of similar nature Executed in the past.	

APPENDIX ‘A’

The following works awarded to M/s.....have been executed
satisfactory. **(Kindly certify each Job on separately)**

Sl. No.	Name of Work	Total value of work done (Rs. In lacs)	Date of start	Stipulated date of completion	Actual Date of Completion	Whether any compensation levied for delay
1.						
2.						
3.						
4.						
5.						

The performance of the firm has been found to be good and they are considered capable of executing the works of magnitude up to Rs. Lacs.

The financial position of the firm appears to be sound and they are capable of executing works in accordance with the specifications and within specified time schedule.

The dealing of the firm have been observed to be cordial reasonable and they are not litigious.

Dated

SIGNATURE OF

Officer-in-Chargeofthework

Name of Officer

Mobileno. ()

Official

SealTelephoneNo. (Off)

(Res)

Fax No.

(Off.)

(Res)

If any tenderer submits the experience certificate of ongoing work, then amount of work done against the agreement is to be mentioned clearly in the certificate.

APPENDIX 'B'

(Solvency Certificate)

This is to certify that dealings of M/s..... who have been dealing with us for last.....Years are satisfactory. On the basis of information available with us we assess their Liquid Assets not less than Rs. Lacs.

SIGNATURE OF MANAGER OF THE BANK

Seal of the Bank Date

APPENDIX 'C'

I/we.....S/o.....Partners/Authorized person
M/s.....applicant of..... for pre-
Qualification here by declare that following person(s)is in my/our regular employment on the post and
from the dates mentioned against them.

Sl. No.	Name and Address	Technical Qualification	Post held Regular	Date of Employment	Details of Experience
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

SEAL

SIGNATUREOFAPPLICANT

APPENDIX-D

LIST OF PROJECTS EXECUTED BY THE ORGANIZATION DURING THE LAST 7 YRS COSTING AS PER TERMS IN PRE QUALIFICATION FORM

Sr No.	Name of Work / Project with address	Name & Postal address of the owner. Specify if Govt. undertaking along with name add. & contact nos. of 2 persons (Exec. Eng. or top officials of the organization)	Contract Amount (Rs.) with copy of work order & completion certificate from Project In charge.	Stipulated time of completion (Month)	Actual time of Completion (Months)	Any other relevant information if actual amount of Project if increased (Give reasons.)	Enclose clients certificate of satisfactory completion	Remarks
1	2	3	4	5	6	7	8	9

Notes:

- Information has to be filled up specifically in this format. Please do not write remark "Indicated in Brochure"
- For Certificates, the issuing authority shall not be less than an Executive in charge.

APPENDIX-E

**LIST OF IMPORTANT PROJECTS IN HAND COSTING AS PER
TERMS IN PREQUALIFICATION FORM**

Sr No.	NameofWork / Projectwith address	Name&Postal address of the owner.Specify if Govt. undertaking along with name add. &contact nos. of 2 persons(Exec. Eng. or top officials of the organization)	Contract Amount (Rs) with copy of workorder with certificate of Project In charge	Stipulated time of completion (Months)	Present Statusof the Project	Any other relevant information
1	2	3	4	5	6	7

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SECTION –III
GENERAL CONDITIONS OF CONTRACT

4.1 DEFINATIONS

In this contract, the following words and expression shall have the meaning thereby assigned to them unless the contract ascribed a different meaning

- a) **Employer** means Baroda UP Bank and includes their authorized representatives to deal with any matter on their behalf.
- b) **Employer- in – charge** means the person appointed by the Employer and notified to the Contractor to be in charge of the project
- c) **Clerk of Works** means any Engineer appointed by the Employer to perform the duties of Resident Engineer, limited to Supervision of Work and notified to the Contractor to be in charge of the project
- d) **Architects** means the Architects Employed by Baroda UP Bank to give consultancy.
- a) **Contractor** means the individual, firm or Company with whom the contract is entered into and includes the heirs, executors, or successors.
- b) The expression **Contract** means the document forming the Tender and acceptance thereof and included all the sections of the tender including BOQ and set of drawings.
- c) **Tender** means the offer made by an individual or firm or company for execution of the works.
- d) **Acceptance of Tender** means the letter from the Employer communicating to the tenderer the acceptance of this tender and include the advance acceptance of his tender.
- e) **Drawings** means the drawings referred to in the tender documents including any modifications of such drawings approved in writing by the Architect or his representative and such other drawings as are made from time to time and furnished by the contractor and approved by the Architect.
- f) **Site** means the actual place as described in the tender at which the execution of works is to be done with the surrounding areas.
- g) **A Week** shall mean 7 days without regard to the number of Hrs worked in a day in that week.
- h) **Specifications** means standard specifications for works and materials brought out in the tender, and added to or superseded by special specifications. In absence of any specifications for any item of work the relevant specifications in CPWD or IBA works Manual shall be followed and work be executed accordingly.

4.2.1 EXTENT OF CONTRACT

The contractor shall supply at his own cost all the materials like ladders, scaffoldings, temporary works that may be required for the proper execution of the works, whether original, altered or substituted works. The contractor shall also supply survey instruments and other materials necessary for purpose of setting out of works and assisting to the measurements or examination at any time.

The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accidents and shall be bound to bear any expenses of defense brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person. In no case the Employer shall be a party to any such claim and the Contractor shall indemnify the Employer against any claim for any person on this account.

4.2.2 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and his prices for the work which shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the work.

4.2.3 Sub- Letting of Contract

The contractor shall not assign the contract or any part thereof to any other party without the prior written consent of the Employer.

4.2.4 Power to Make alterations

Architect shall have the powers to make any alterations or additions to the stipulated specifications, drawings, designs and instructions that he may feel necessary or advisable during the progress of the work. The contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Architect and such alterations shall not invalidate the Contract, and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor.

The time for completion and Costs of such additional works shall be extended in proportion to the original contract. The certificate of the Architect shall be conclusive as to such proportions.

4.2.5 Works subject to approval of Architect

All works to be executed under the contract shall be subject to approval of the Architect who shall be entitled to direct at what points and in what manner they are to be commenced.

4.2.6 Urgent repairs and Urgent Works

If by any reason, during the execution of the work or during the defects liability period, any works or repair become urgently necessary and the Contractor is unable / unwilling to do such work immediately, then the Employer may get the same done on their own and deduct the cost thus incurred from the funds due to the contractor.

4.2.7 Clearance of Site

The Contractor shall have to remove all debris from site of work, dirt and dust, etc. before handing over the works to the Employer. The works shall not be treated as complete in all respects unless these requirements are fulfilled.

In the event the Contractor failing to do so the architect and the employer shall have the right to get the site cleared at the contractors risk and cost.

4.2.8 Protection of Trees and Shrubs

Trees and Shrubs designated by the Architect shall be protected from damage during course of the work and the earth level shall not be changed within three feet of such trees.

4.3 ARCHITECTS STATUS AND DECISIONS

- a) The Architect shall have General supervision & direction of Works. He has authority on behalf of the Employer to stop the work whenever such stoppage may be necessary to ensure proper execution of the works. The Architect shall be the interpreter of the conditions of Contract and the judge of its performance.
- b) The Architect within reasonable time make decisions of all claims of the contractor and all other matters related to the execution and progress of work.

The decision of the Architect with respect to all or any of the following matters shall be final

- i) Variation/ Modification of the Design
 - ii) Quality and Quantities of Works Executed
 - iii) Discrepancies in the drawings and Specifications
 - iv) Opening up for inspection of any work covered up.
 - v) Amending of any defects occurring under Defects Liability Period
- c) The Contractor shall on the report of the Architect immediately dismiss from the works within 24 hrs any person employed thereof by him who may in the opinion of the Architect/ Employer be incompetent/ misconducts himself.

4.4 DIRECTIONS REGARDING DRAWINGS & DESIGN

- a) After signing the Contract, the Contractor will be given three sets of drawings free of charge. Additional copies if required would be made at his own costs. One set of the drawings shall be kept at the site by the contractor and available to Architect/ his representative at all times.
- b) Further drawings and Instructions including revisions, as the Architect may furnish to the contractor shall form part of this contract.
- c) Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is Commenced and obtain instructions of the Architect in case of any discrepancy.

4.4.2 Action where no specifications

In case of any work for which there are no specifications in the contract, such works shall be carried out in accordance with the directions of the Architect.

4.5 DIRECTIONS FOR EXECUTION OFWORKS

4.5.1 Setting Out

The Contractor shall be responsible for the true and proper setting out of works. If at any time during the progress of the work any error shall appear in any part of the work, the Contractor shall rectify the errors. The checking of any setting out by the Employer/ Architect shall not in any way relieve the contractor of his responsibility for the correctness thereof.

4.5.2 Engagement of labor

The Contractor shall employ labor in sufficient numbers to maintain the required rate of progress and Quality of work. No child labor will be employed by the Contractor.

The contractor shall comply with all the provisions of Minimum wages Acts, Industrial Disputes Acts, ESI Acts.

The Contractor shall indemnify the Employer against any payment to be made under And for observance of the Regulations aforesaid without prejudice to his right to claim Indemnity from his sub- contractors.

The contractor shall provide at his own cost for the protection of the works and for the Safety of those employed on works or the Public.

4.5.3 Water and Power Requirements

All arrangements for water and Power required shall be made by the Contractor at his own costs and nothing extra on this account shall be paid to him. Similarly filtered water required for drinking purposes for the laborers shall also be arranged by the Contractor at his own cost.

The contractor shall make necessary arrangements for procuring petrol/ diesel for machinery or for Power generation to ensure uniform progress of work in the event of Power failure.

No extension of time of completion of the contract shall be allowed on account of Power failure.

4.5.4 Disruption of Progress

The Contractor shall give written notice to the Architect whenever progress of work likely to be delayed. The notice shall include details of the drawings or order required and of why and when it is required and of any delay likely to be suffered if it is late.

If for any reason, within reasonable time, the Architect is unable to give directions, and the work suffers, then the Architect shall take such delay into account in determining any extension of time to which the Contractor is entitled.

4.5.5 Rectification of Defects

If it appears to the Architect that any work has been executed with imperfect workmanship or inferior material, then the Contractor shall rectify/ reconstruct the part so specified.

4.5.6 Samples

Samples of all materials to be used in works, shall be submitted for approval to the Architects, within four days of commencement of Contract.

The costs for preparing samples will be borne by the contractor.

4.5.7 Inspection Of Works

All works in execution stage or executed shall be open to inspection and supervision of the Architect/ his representatives. During the Visit of the Architect, the Contractor or his representative should be available on site.

4.5.8 Preparation of Program Schedule

The contractor, in consultation with the Architect shall prepare a program schedule of the various activities, before commencing of the works.

4.5.9 Extension of Time for Completion

If the contractor shall desire an extension of the time for completion of the work, on his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Architect within 3 days of occurrence of such hindrance and the extension he so desires.

The Architect, in consultation with the Employer shall, if, in his opinion will authorize such extension of time as may be proper.

4.5.10 Liquidated Damages For Delay

The time and Date stipulated in the contract for the completion of the work shall be deemed to be the essence of the contract. If the contractor fails to carry out the works within the stipulated time or the extended time if given, then he shall pay to BARODA UP BANK a sum of Rs 5,000/- per week as Liquidated damages, for the period the works remain unfinished. The total amount of such a penalty shall not exceed 7.5% of the total Contract Price.

4.5.11 Defects Liability Period

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Employer any defects which may develop or may be noticed before the end of 12 months from the Certified Completion date and intimation of which has been send to the contractor within 14 days of the expiry of the said period.

If the Contractor, while rectifying the above defects, damages any other area of the site, will make good the related defects also at his own expense. In case he does not do so then the same would be got done by the Employer and expenses would be deducted from the amount due to the contractor.

4.6 MEASUREMENTS AND PAYMENTS

4.6.1 Final Bill

Final bill supported with consolidated measurements of the full work executed shall be submitted by the contractor, the same will be verified by the Architect within Three weeks of Completion of Works.

After Verification, the Architect will give seven days notice to the Contractor to Countersign the bill as a token of acceptance or intimate in writing his intention to dispute. If the Contractor fails to take appropriate action within the prescribed period as above, then the bill finalized by the Architect shall be final and binding on the Contractor.

Income tax deductions will be made as per the prevailing rates from the contractor's on account bills.

4.6.2 Claim for Interest

No Claim for interest will be entertained by the Employer, with respect to any money balances as lying with the Employer.

4.6.3 Rates For Extra, Additional, Altered or Substituted works.

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions, in their respective order.

- i) If rates for similar works are directly available in the Contract for the work, the contractor is bound to carry out at the same rates as available in the contract.
- ii) If rates are not directly available in the contract, then they will be derived from the rates for a similar class of works as are specified in the contract.
- iii) If the rates cannot be determined, then the Contractor shall submit a detailed cost analysis as per market rates for same. The Architect will settle such claims.

4.7 GUARANTEES

4.7.1 Quality Of Work

The Contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and method of construction.

The Specifications assume a proper degree of Skill on the part of the Contractor and Workmen Employed. The Contractor shall consult the Architect, whenever in his judgment variation in the methods of Construction or in the quality of material would

be beneficial or necessary to fulfill the guarantee called for. Such variations may be made by the Contractor, only when authorized by the Architect.

4.7.2 Cost of Execution of work or repair, etc.

All works of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.

4.7.3 Remedy on Contractor's failure to carry out the works required.

If the contractor shall fail to do any such work as the aforesaid required by the Architect. The Employer shall be entitled to carry out such works at the contractor's own cost and recover the same from any money that may become due to the contractor.

4.7.4 Contract Valid during Guarantee Period

This contract shall remain valid and in force until the expiry of Guarantee Period.

4.8 RESCINDING/ TERMINATE CONTRACT

4.8.1 In any case under any clause of this contract, the contractor has rendered himself liable to pay compensation amounting to whole of his retention deposit in hands of Employer, the Architect in consultation with the Employer, on his behalf shall have power to adopt any of the following courses-

- a) To rescind the contract (of which rescission notice in writing to the contractor shall be conclusive evidence).
- b) To employ a contractor paid by the Employer and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labor and the price of the materials.
- c) To measure up the work of the contractor and to take such part of the work of the contractor as shall be unexecuted out of his hands and to give it to another contractor to complete. In this case any expense which may incur in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer.

In the event of any of the above courses being adopted by the Architect, the Contractor will have no claim to compensation to any loss sustained by him.

4.8.2 Termination Of the Contract

If at any time after the commencement of the work the Employer for any reason Whatsoever not require the whole or part thereof as specified in the tender to be carried out, Architect shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which would have derived from the execution of the work.

4.8.3 Jurisdiction

The contract and its operation shall be governed by the laws of India, for the time being in force. The contract shall deemed to have been entered into at Sant Kabir Nagar.

4.8.4 Bye Laws and Local Authorities

The contractor shall conform to the provisions of any Govt. Acts and regulations of Local Authorities. Contractor would pay all charges and fees for towards Stacking, etc. The Contractor shall keep the Employer indemnified against all penalties and liabilities incurred in connection with the said contract.

The contract will be governed by the Indian Contract Act, Indian Sales Act and all other relevant laws.

4.8.5 Arbitration

All disputes related to the said contract shall be referred to the arbitration of the person appointed by the Employer. All rules will be subject to Arbitration Act 1940, or any statutory modification or re- enactment thereof.

It is a term of the contract that if the Contractor does not make any demand for arbitration in writing within 30 days of receiving the intimation from the Employer that bill has been certified for Payment, the claim of the contractor will deemed to have been waived absolutely bared and the Employer shall be discharged and released of all liabilities under the contract.

SECTION –V
SPECIAL CONDITIONS OF CONTRACT

Insurance for Works

The contractor before commencing on execution, without limiting his obligation shall insure the works against all acts of God, at his own costs and keep them insured till the completion of the project, in the joint names of the Employer and the contractor, for the full amount of the Contract.

The Contractor shall deposit the policy and receipt for the premiums with the Employer within 7 days from the date of signing of the contract. In case the Contractor fails to do so, then the Employer can make the required Policy and deduct the amount from the Contractors amount due.

6.2 Insurance in respect to damage to persons 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 any other person employed by him.

The clause shall be held to include any damage to buildings whether immediately adjacent or otherwise. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property.

The Contractor shall reinstate all damages of every sort mentioned, due to his contract work to the property of third parties.

The Employer shall be at liberty and is empowered to deduct the amount of any damage or compensation levied on him due to the negligence of the Contractor.

Such insurance will not limit or bar the liability and obligation of the contractor to deliver the works to the Employer complete in all respects as per the contract. In case of loss or damage, the money payable under any insurance shall be received and retained by the Employer until the works are finally complete and such money shall then be credited to the Contractor in final settlement of accounts.