

NIT NO	SBI/HYD/2025-26/020
DATE	24/11/2025

**INTERIOR AND FURNISHING WORKS FOR DWARAKAPURI COLONY
BRANCH & TOP EXECUTIVE GUEST HOUSE AT DWARAKAPURI COLONY,
PUNJAGUTTA, HYDERABAD.**



TENDER SCHEDULE

THROUGH E-TENDERING PROCESS

*** Furnishing contractors who are empanelled with SBI-LHO, Hyderabad above Rs. 100 lakhs category are only eligible to participate***

**The Assistant General Manager (P&E),
State Bank of India,
Premised and Estate Department,
Local Head Office, Koti,
Hyderabad - 500001.**

CONSULTANTS:



M/S abhikram-s
architects, interior designers, urban planners
valuers & project managers
#3-6-134 FLAT NO 302
SVC ROYAL DM APARTMENTS
STREET NO 18, HIMAYATNAGAR
HYDERABAD-500029
ph.no 040-35561296
abhikramarchitects@gmail.com

NOTICE INVITING TENDER (NIT)

NAME OF WORK: On behalf of SBI invites e-TENDER FOR INTERIOR AND FURNISHING WORKS FOR DWARAKAPURI COLONY BRANCH & TOP EXECUTIVE GUEST HOUSE AT DWARAKAPURI COLONY, PUNJAGUTTA, HYDERABAD.

1.	Name of the work	e-TENDER FOR INTERIOR AND FURNISHING WORKS FOR DWARAKAPURI COLONY BRANCH & TOP EXECUTIVE GUEST HOUSE AT DWARAKAPURI COLONY, PUNJAGUTTA, HYDERABAD.
2.	Estimated cost	Rs. 1,31,24,070.00 plus GST
3.	Quantum of Earnest Money Deposit (EMD)	Rs. 1,31,500.00 Drafts/BCs shall be in favor of “Assistant General Manager , P&E Dept, Hyderabad” Payable at Hyderabad. EMD Mandatory for the all the Bidders.
4.	Date and Time where tender forms are available	From 25/11/2025 at www.sbi.co.in/ SBI in the News procurementnews and https://etender.sbi
5.	Last date and time of submission of online Tender	08/12/2025 Up to 03:00PM
6.	Place, date & time for submission of e tender Contact person /telephone no/email address.	a) On line submission up to 08/12/2025 up to 03:00PM at https://etender.sbi b)EMD submission Address: The Assistant General Manager (P&E), SBI, Premises and Estate Department, Third Floor , SBI LHO , -Bank Street, Koti, Hyderabad – 500 001 08/12/2025 Up to 03:00PM Contact: Assistant General Manager (P&E) 040- 23466319. E-mail: agmpre.lhohyd@sbi.co.in
7.	Date, Time and Place of opening of e-Tenders	08/12/2025 up to 03:10PM The Assistant General Manager (P&E), SBI (Premises and Estate). Third Floor , SBI LHO Building, Bank Street, Koti, Hyderabad – 500 001
8.	Quantum of Security Deposit (percentage)	1. Initial Security Deposit (ISD) - 2% of the Tender value including EMD 2. Retention Money- 5 %of the running bills and total deduction of 5% of value of work including EMD, ISD.
9.	Terms of payment of Bills, if any (specify the minimum value of work for payment of running account bills)	Each running bill of Rs. 75.00 Lakhs and above
10.	Stipulated time for completion of the Work/supply.	60 Days from the date of the work order issued to the contractor
11.	(Penalty clause) Liquidated	@ 0.5% of the value of work per week of delay subject to a

	Damages	maximum penalty of 5% of the value of work would be strictly imposed.																		
12.	Validity period of the tender.	Three (3) Months																		
13.	Defect Liability Period	Twelve (12) Months																		
14.	Eligible Taxes	<p>A)Income Tax & GST IT will be deducted at source as per Govt. Guidelines.</p> <p>B) Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following;</p> <ol style="list-style-type: none"> 1. Contractor should have GST Registration Number 2. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision 3. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 4. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor 5. The GST Number of State Bank of India are For Telangana State -36AAACS8577K1ZQ 																		
15.	Electronic Payment	Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Bank . Firm should furnish details of the bank, a/c no, IFSC code																		
16.	Agency for arranging online bidding	<table border="1"> <thead> <tr> <th>Name</th><th>Mob No</th><th>Mail id</th></tr> </thead> <tbody> <tr> <td>Vishal Khilosiya</td><td>9510813528</td><td>Vishal.k@eptl.in</td></tr> <tr> <td>Nithya Vallavar</td><td>7859800609</td><td>Nithya@eptl.in</td></tr> <tr> <td>Laxmi Karli</td><td>7859800624</td><td>Laxmi@eptl.in</td></tr> <tr> <td>Nandan Valera</td><td>9081000427</td><td>Nandan.v@eptl.in</td></tr> <tr> <td colspan="3">Mail to - etender.support@sbi.co.in</td></tr> </tbody> </table>	Name	Mob No	Mail id	Vishal Khilosiya	9510813528	Vishal.k@eptl.in	Nithya Vallavar	7859800609	Nithya@eptl.in	Laxmi Karli	7859800624	Laxmi@eptl.in	Nandan Valera	9081000427	Nandan.v@eptl.in	Mail to - etender.support@sbi.co.in		
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17.	Any additional Information	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work																		
18.	EVALUATION OF PRICE BIDS AND FINALIZATION	<p>1. Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.</p> <p>2. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online bidding.</p>																		

		<p>3. In case, the L1 amount quoted by two or more contractors is the same, such lowest contractors will again be asked to submit sealed / online “ Revised + Percentage Offers” on the original Estimated Cost of tender but the revised percentage shall, in no case, be higher than the percentage quoted during their initial offer for the project. The L1 shall be decided on the basis of revised offers.</p> <p>4. The process of online rebidding amongst the two or more contractors offering same rates shall continue till L1 bidder is discovered. If required, PL shall conduct reverse auction to discover the L1 bidder.</p> <p>5 In case, any of such contractors or all contractors (who have quoted same tender amount in the initial bidding or subsequent bidding) refuse to submit revised offer, it shall be treated as “Withdrawal of tender” by the Contractor before acceptance by PL and the EMD of such contractors shall be forfeited and they shall not be allowed to participate in the re-tendering process for the work.</p> <p>6. If the final L1 bid is below 10.00% of the estimated cost then the L-1 contractor has to submit Additional Security Deposit (ASD)/Additional Performance Guarantee (APG). The amount of such ASD / APG shall be the difference between 90.00 % of estimated cost put to tender and the quoted price. Bank Guarantee or FDR receipt favoring Asst.General Manager, SBI, but drawn on any other Nationalized Bank may also be accepted as ASD / APG.</p> <p>7. If the L1 bidder refuses to give the PBG, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.</p>
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Following documents to be scanned and uploaded :-

- 1. Scanned copy of EMD must be uploaded and the same needs to be submitted at given address within due date of tender.**
- 2. Empanelment letter.**
- 3. Firm should be visit the website (<https://etender.sbi>) till last date of submission for changes. corrigendum if any will be published only in <https://etender.sbi>**
- 4. L-1 Tenderer signed copy of entire tender document should be submit within 3 days from date of tender opening**

1. TENDER FORM

**PROJECT: INTERIOR AND FURNISHING WORKS FOR DWARAKAPURI COLONY
BRANCH & TOP EXECUTIVE GUEST HOUSE AT DWARAKAPURI COLONY,
PUNJAGUTTA, HYDERABAD.**

REF : INTERIOR FURNISHING WORKS

Dear Sirs,

I/We the undersigned have carefully gone through and clearly understood after visiting the site and the Tender drawings and tender documents comprising of the tender form, Notice to contractors, and conditions for building contract, Special Conditions, Specifications and Schedule of Probable quantities and Draft Agreement prepared by your Architects **M/S ABHIKRAM-S Architects, Interior Designers, Urban Planners, Valuers & Project Managers. #3-6-134, Flat No-302, SVC Royal DM Apartments, Street No-18, Himayat Nagar, Hyderabad-500029.**

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates which I/We have quoted for the respective items of the Probable Bill of Quantities and at which rate the items specified amount **to Rs. 1,31,24,070.00 + GST**

I/We are depositing as Earnest Money a sum of **RS. 1,31,500.00** in favor of The Assistant General Manager,(P&E) State Bank Of India, Premises and Estate Department, Local Head Office, Bank Street, Koti payable at Hyderabad along with this tender for due execution of the work at my/our tendered rates together with any variations which shall be adjusted by the Architects at prices based on our tendered rates. I/We shall deposit further sum equivalent to 2% of tender amount, less EMD paid in the event of my/our tender being accepted, towards initial security deposit.

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within a month of receipt of work order, in default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit.

I/We further agree to complete the work covered in the said schedule of quantities within **60 days** from the 15th day reckoned from the date of issue of the work order to commence the work or on which contractor is instructed to take possession of the site, whichever is later.

I/We agree not to employ Sub-contractors other than those that may be specifically approved by your Architects for this contract work.

I/We agree to pay the Government, General and GST (State and Central), Excise and Octroi duties, Insurance, labour cess and all other taxes including works contract tax and GST etc., as the prevailing from time to time, on such items for which the same are leviable, and to get the work, workers, employees (of contractor, Architect & Employer) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 2 months. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. Draft Insurance deed will be got vetted by the Architect,

before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

I/We agree to pay works contract tax, seigniorage fee to be deducted at source, at the rates prevailing from time to time as per Telangana Govt. Act, as amended and rates quoted by me/us are inclusive of the same.

Yours faithfully,

Contractor's Signature

Address:

Date:

2. NOTICE TO CONTRACTOR

ADDRESS:

**PROJECT: INTERIOR AND FURNISHING WORKS FOR DWARAKAPURI COLONY
BRANCH & TOP EXECUTIVE GUEST HOUSE AT DWARAKAPURI COLONY,
PUNJAGUTTA, HYDERABAD.**

REF : INTERIOR FURNISHING WORKS

Dear Sirs,

1. On behalf of our clients, The Assistant General Manager,(P&E) State Bank Of India, Premises and Estate Department, Local Head Office, Bank Street, Koti, Hyderabad – 500001, we have pleasure in inviting you to tender for the aforesaid work.
2. The scope of work broadly as given below is for **INTERIOR AND FURNISHING WORKS FOR DWARAKAPURI COLONY BRANCH & TOP EXECUTIVE GUEST HOUSE AT DWARAKAPURI COLONY, PUNJAGUTTA, HYDERABAD.**
3. **Pre bid meeting as per date mentioned at NIT will be conducted at below Address :**

Premises and Estate Department , Third Floor , SBI LHO Building , Bank Street, Koti, Hyderabad – 500 001
4. **Tender Documents should be filled and uploaded on the site of M/S e-procurement Technologies Limited. E-mail: anshul@auctiontiger.net**
5. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.
5. Each of the tender documents page is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
6. The tender documents must be filled in English and all the entries must be made by hand and written in ink. If any of the documents are missing or un-signed, the tender shall be considered invalid.
7. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Over-writing of figures 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. After submission of the tender no advice or any change in rate or

conditions will be entertained. All the rates should be quoted both in figures and words. In-case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.

8. The tender shall be valid for a period of 90 days from the date of opening.
9. TOTAL SECURITY DEPOSIT : shall comprise of:
 - a. Earnest Money deposit
 - b. Initial Security deposit
 - c. Retention money
- 9.1 The intending tenderer shall deposit with The Assistant General Manager,(P&E) State Bank Of India, Premises and Estate Department, Local Head Office, Bank Street, Koti, HYDERABAD – 500001, by Demand Draft a sum of RS. 4,35,000.00 as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.
- 9.2 **The successful tenderer will have to pay further sum equivalent to 2% of his contract value, , as initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favour of The Assistant General Manager, State Bank Of India, Premises and Estate Department, Local Head Office, Bank Street, Koti, HYDERABAD – 500001 within 14 days from the date of issue of work order to commence work. The EMD and Security deposit thus paid shall be held by the State Bank of India as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.**
- 9.3 Together with the money paid under clause 11.1 & 11.2 above, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the Bank as Total Security Deposit. On the Architect's certifying the completion of work, 50% of the total security deposit shall be released to the contractor along with the final certificate of payment, and the balance amount will be retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate, issued by the Architects and agreed to by the Bank. Also refer condition 23(ii) .
10. Within 7 Days of the receipt of intimation from the Architects of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal contract is or not signed by the contractor.
11. All compensation or other sums of money payable by the contractors to the clients, under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked

to do so make good in cash or cheque, any sum which have been deducted from his security deposit.

12. The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, neither the Architect nor the clients will be responsible for such damage or wash out of the construction work.
13. Time is the essence of the contract. The work should be completed **within 60 Days** from the date of commencement. The date of commencement shall be within ONE WEEK after confirmation.
 - a) The day two weeks from the date of issue of work order.

Or

- b) The day on which the contractor receives the possession of the site which ever is later.

Or

- c) The contractor is asked in writing to take over the possession of the site.

The successful contractor will have to give a CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart shall be submitted within 15 days from the date of acceptance of the tender.

14. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at the rate of ½% of contract amount for each week of delay the work remains incomplete beyond the completion (Original / extended date), subject to maximum of 5% of the contract value (without extra items) as per clause 31 of the General conditions of contract.
15. The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured up from time to time, for which payment will be made subject to the terms and conditions of contract.
16. The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every month for extra/substituted items regularly to the Architects for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable.
17. Our clients, The Assistant General Manager(P&E), State Bank Of India, Premises and Estate Department, Local Head Office, Bank Street, Koti, **HYDERABAD – 500001**, do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.
18. No employee of the SBI bank is allowed to work as a contractor for a period of two years of his retirement from bank service, without the previous permission of the bank. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a

person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the contractor's service.

19. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (1) Civil (2) Air conditioning works (3) Fire fighting systems & (4) Interiors (fixed furniture), 5) Electrical Contractors as the case maybe.
20. Release of security deposit:
 - i) 100% of Retention money will also be released as noted under(i) above, subject to submission of a Bank Guarantee, to the satisfaction of SBI for an equivalent amount. This Bank Guarantee shall be valid upto completion of defects/removal liability period plus 3 months.

ARCHITECTS:

**M/S abhikram-s
architects, interior designers, urban planners
valuers & project managers
#3-6-134 FLAT NO 302
SVC ROYAL DM APARTMENTS
STREET NO 18, HIMAYATNAGAR
HYDERABAD-500029
ph.no 040-35561296
abhikramarchitects@gmail.com**

3. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ 2025
between _____

of _____

(hereinafter called the “Employer”) of the one part and _____
of _____ (hereinafter called “The Contractor”) of the other
part, where as the Employer is desirous of getting the work of
“_____” executed and has
caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the
works prepared by **M/S ABHIKRAM-S Architects, Interior Designers, Urban Planners, Valuers & Project Managers. #3-6-134, Flat No-302, SVC Royal DM Apartments, Street No-18, Himayat Nagar, Hyderabad-500029.**

AND WHEREAS the SAID DRAWINGS numbered as per list attached inclusive of and the conditions of contract, specifications and schedule of quantities etc., 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 in the Schedule hereto (hereinafter referred to as “Said Conditions”) the works shown upon the said drawings and described in the same specifications and included in the said schedule of quantities for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is estimated to be Rs. _____ (Rupees _____)
(hereinafter referred to as “Said Contract Amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said sum to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute and complete the work shown in the said drawings and described in the said specifications.
2. The Employer shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term “Architect” in the said conditions shall mean the said **M/S ABHIKRAM-S Architects, Interior Designers, Urban Planners, Valuers & Project Managers. #3-6-134, Flat No-302, SVC Royal DM Apartments, Street No-18, Himayat Nagar, Hyderabad-500029.** or in the event of their ceasing to be the Architect for the purpose of this contract, such other person as shall be nominated for that purpose by the Employer , not being a person to whom the contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no persons subsequently appointed to be the Architect under this contract shall be entitled to disregard or over-rule any previous decision or approval or direction given or expressed by the Architect for the time being.
4. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with

the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.

5. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.
6. The Employer through the Architect, reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
7. Time shall be considered a the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within 15 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work in **6 Months** subject to nevertheless to the provisions for extension of time.
8. This agreement and contract shall be deemed to have been made in Hyderabad and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Hyderabad and only the courts in Hyderabad shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _____ day of _____ 2025

Signed by the said in the presence of:

WITNESS : SIGNATURE

NAME :

ADDRESS :

EMPLOYER

WITNESS : SIGNATURE

NAME :

ADDRESS :

4. APPENDIX TO GENERAL CONDITIONS OF CONTRACT

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1. Earnest Money Deposit (EMD) : Rs. 1,31,500/-
2. Initial Security Deposit (ISD) : 2% of contract value including EMD.
3. Period of completion : 60 Days.
4. Defects Liability period : 12 months after completion as recorded in the completion certificate.
5. Agreed Liquidated Damages : $\frac{1}{2}\%$ of contract amount per week of delay subjected to a maximum of 5% of contract value.
6. Period of final measurement : One month after completion as recorded in the completion certificate.
7. Minimum value of work to be Executed for issue of interim Certificates for making payment : Minimum Rs.75.00 Lakhs
- 8.a) Retention money from each bill : 10% of gross value of each interim bill, subject to 8(b) below.
- b) Total retention money including Earnest money and initial security Deposit : 5% of the contract value.
9. Release of Security deposit after Virtual completion. : 50% of the total security to be Released along with final certificate of payment, but only after removing all his materials, equipment, labour, huts/force, temporary sheds/stores, all his installations, machinery etc., from the site. Balance payment to be released on submission of Bank Guarantee on any Scheduled Bank, Other than SBI, and its associated banks in the prescribed manner and valid till the completion of defects liability period of 12 months plus 3 months.

10. Period for honoring certificate : 15 working days from date of
Architects certificate of payment for interim bills and
45 working days for final certificate.

11. Price Variation Adjustment : NO PVA Clause

WITNESS :

DATE : SIGNATURE OF THE CONTRACTOR WITH DATE

5. GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

In constructing these conditions and the specifications, schedule of quantities and contract agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise required:

- a. “Employer” shall mean Asst.General Manager (Premises & Estates), State Bank of India, LHO, Koti, Hyderabad and shall include his/their heirs, legal representatives, assignees and successors.
- b. “Contractor” shall mean _____
_____ and shall include his/their heirs, legal representatives, assignees and successors.
- c. “Banks Engineer” shall mean any Engineer who is employed by State Bank of India or any other Engineer appointed from time to time by the Employer, and certified in writing to the Architect and the contractor, to act as Engineer for the purpose of the Contract in place of the said engineer.
- d. “Employer’s Representative” shall mean Project Management Consultants employed by the Bank/any assistant of the Engineer or any site engineer/ PMC appointed from time to time by the employer to perform the duties set forth in clause 17 hereof whose authority shall be notified in writing to the Architect and Contractor by the EMPLOYER.
- e. “Architects” shall mean any Engineer/ representative appointed by **M/S ABHIKRAM-S Architects, Interior Designers, Urban Planners, Valuers & Project Managers. #3-6-134, Flat No-302, SVC Royal DM Apartments, Street No-18, Himayat Nagar, Hyderabad-500029.**
- f. “Works” shall mean the works to be executed in accordance with contract specifications, quantities etc.
- g. “Contract” shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of Quantities, Specifications and drawings, work order etc., attached hereto and duly signed.
- h. “Contract Price” shall mean the sum named in the Tender, subject to such amount additions thereto or deductions there from as may be made under the provisions, hereinafter contained.
- i. “Site” shall mean the lands and other places as shown on the site plan, on which the works are to be, provided, by the Employer or Architect for the purpose of the Contract.
- j. “Drawings” shall mean the drawings referred to in the contract etc., and any modifications of such drawings approved in writing by the Architect and the Bank and such other

drawings as may from time to time be furnished or approved in writing by the Architect and Employer.

- k. “Notice in Writing” or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the address and shall be deemed to have been received, when in the ordinary course of post, it would have been delivered.
- l. “Act of Insolvency” shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any act amending such original.
- m. “Net Prices” if in arriving at the Contract Amount, the contractor has added to or deducted from the total of the items of the Tender any sum, either as a percentage or otherwise, then the net price of any items, in the tender, shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender, as the price of that item, a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression “net rates” or “net prices” when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
- n. “Virtual Completion” shall mean that the building is in the opinion of the Architect and Employer, sufficiently completed for occupation by the Employer, in relation to the scope of work of this contract.
- o. Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa, where the context requires.

2. **SCOPE OF CONTRACT:**

The contractor shall carry out and complete the said work in every respect in accordance with this contract with the directions of and to the satisfaction of the Architect and Employer. Architect, with the approval of the Employer, may issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “Architect’s Instructions” in regard to:

- a. The variations or modifications of the designs, quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings or between the Schedule of Quantities/ or drawings and/or specifications etc.
- c. The removal and/or re-execution or any works executed by the contractor.
- d. The removal from the site of any material brought there on by the contractor, and the substitution of any other material there from.
- e. The dismissal from the works of any person employed thereupon.

- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause 24 "Removal of Improper works and Materials".

The contractor shall forthwith comply and fully execute any work comprised in such Architect's instruction, provided always that instructions, directions and explanations given to the contractor or his representative upon the works by the Architect shall, if involving a variation, be confirmed in writing by the contractor or within 7 days, and if not dissented from in writing within further 7 days by the Architect, such shall be deemed to be the Architects instructions within the scope of contract.

If compliance with the Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the contract, then unless the same were issued owing to some breach of this contract by the contractors, the employer shall pay to the Contractor on the Architect's certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

3. **DRAWINGS AND SPECIFICATIONS:**

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed contract document, drawings and specifications and such further drawings and details as may be provided by the Architect, and in accordance with such written instructions, directions and explanations, as may from time to time be given by the Architect and the bank, whose decision as to the sufficiency and quality of the work and materials shall be final and binding on the contractor. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor outside the scope of work or reasonably could not be inferred from the contract, he shall before proceeding with such work, give notice in writing to this effect to the Architect and the Bank, and in the event of the Architects and the Bank agreeing to the same in writing, the contractor shall be entitled to an allowance in respect of such extra work as an authorized extra. If the Architect and the contractor fail to agree, as to whether or not there is an extra, then, if the Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra and if so, the amount thereof, shall failing agreement be settled by Arbitration as hereinafter provided, but such reference shall in no way delay the fulfillment of this contract.

No drawing shall be taken as in itself an order for variation, unless in addition to the Architect's signature, it bears express words stating that it is intended to be such an order or bears a remark "VALID FOR CONSTRUCTION". No claim for payment for extra work shall be allowed, unless the said work shall have been executed under the provisions of clause 8 (Authorities, notices, patents, rights and royalties) or by the authorities, of directions in drawing of the Architect as herein mentioned.

One complete set of the signed drawings and a copy of contract document (specifications and schedule of quantities etc) shall be furnished by the Architect to the contractor. The Architect shall furnish within such time as he may consider reasonable, one copy of any additional drawings, which in his opinion may be necessary for the execution of any part of the work. Such copies shall

be kept at the works, and the Architect or his representatives shall, at all reasonable times have access to the same and shall be returned to the Architect by the Contractor, before the issue of the final certificate. The original contract documents shall remain in the custody of employer.

Please refer clause 36 of Special conditions of contract.

4. **SCHEDULE OF QUANTITIES:**

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Architects and shall be considered to be approximate and no liability shall attach to the Architect for any error/variations that may be discovered therein.

Please refer Clause 5, 6 and 40 of Special conditions of contract.

5. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:**

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

Please refer clauses 5, 6 and 40 of Special Conditions of Contract.

6. **ERRORS IN SCHEDULE OF QUANTITIES:**

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

7. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications and the Schedule of Quantities etc., taken together, whether the same may or may not be particularly shown or described there in, provided the same can be inferred there from. The several documents forming the contract are to be taken as mutually explanatory to one another; detailed drawings and figured dimensions in preference to scale, and special conditions in preference to General conditions and particular specifications in preference to General specifications.

In case of discrepancy between the Schedule of Quantities, the specifications and/or the drawings, the following order of preference shall be observed:-

- i) Description of Schedule of Quantities.
- ii) Particular specifications and special condition, if any.
- iii) Drawings.
- iv) C.P.W.D. specifications.
- v) Indian Standard specifications of B.I.S.

If there are varying or conflicting provisions made in any document forming part of the contract, the Architect shall be the deciding authority, with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works expressed therein according to drawings and specifications or from any of his obligations under the contract.

The contractor shall make his own arrangements for providing water, for carrying out the work, at his own cost. If water from any source other than Municipal main is to be used for construction, the same shall be tested at the contractor's cost, and a report submitted to the Architect for his approval, before such water is used for the works. Temporary Electrical connections shall be obtained by the contractor to facilitate execution and completion of work at their cost and all the charges there of should be borne by them.

The contractor shall supply, fix and maintain at his cost, during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting during nights as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent road, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, shoring etc., as occasion shall require or when ordered or so to do, and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Architects.

Please refer clause 7 of Special conditions of contract.

8. **AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:**

The contractor shall conform to the provisions of the statutes relating to the works, and to the regulation and by laws of any local authority, and of any water, lighting and other companies or authorities, with whose systems the structures are proposed to be connected; and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming, give to the Architects a written notice, specifying the variations proposed to be made and the reason for making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions, regulations or by laws in question.

The contractor shall bring to the attention of the Architect all notices required by the said acts, regulations or bylaws to be given to any authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architects.

The contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he

has informed the Architects, before any such infringement and received their permission to proceed, and shall himself pay all royalties, licence fees, damages, cost and changes of all and every sort that may be legally incurred in respect thereof.
Please refer clause 23 of special conditions of contract.

9. **SEIGNIORAGE CHARGES:**

The Seigniorage charges will be recovered from contractor's bill as per the rates prescribed in the contract documents for the materials used on the work only. The Seigniorage charges to be deducted at source at the rates prevailing from time to time as per Government of Telangana Department of Mines and Geology Gazette dated 26th September 2015.

10. **MATERIALS AND WORKMANSHIP TO CONFORM DESCRIPTION:**

All materials and workmanship shall, so far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Architect's instructions and the contractor shall on the request of the Architects furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry any test of any materials, which the Architect & Employer may require. The costs of materials used for testing, packing, transportation and testing shall be borne by the contractor and his quoted rates/amounts shall include all such expenses/contingencies.

- 10a. In case of non-availability of specified Make/brand of any material including steel and cement the alternate make/brand will be given by the Employer/Architect.

11. **THE SETTING OUT:**

The Contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the Architect. The Contractor shall be solely responsible for the true and perfect setting out of the 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 or on completion of any part of the work, the contractor shall at his cost rectify such error if called upon to the satisfaction of the Architects/Employer. The work shall from time to time be inspected by the Architect and/or his representatives, but such inspections shall not exonerate the contractor in any way from his obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed, at his own cost.

12. **REMOVAL OF ALL OFFENSIVE MATTERS:**

All soil, filth or other matter of an offensive nature, taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall at once be carried out away by the contractor to some pits or place provided by them and shall be disposed off as per the rules and regulations of the Local authorities concerned.

13. **OPENING UP WORKS:**

The contractor shall notify the Architect in writing immediately, the trenches or excavation as shown on the drawings are get ready or as soon as any ground is cut into which, from unexpected causes, appears need for immediate attention. After notifying the Architect, he shall await

instructions, which shall be given within ten days of receipt of such notice. If the contractor put in any parts of the foundations before he has so notified the Architect and received instructions, he shall be liable to reinstate all such work that may be subsequently, at any time, damaged on account of any defect or insufficiency of the foundations. The Contractor shall at the request of the Architect, within such time as the Architect so desires, open for inspection any work, and should the contractor refuse or neglect, to comply with such request, the employer, through the Architect may employ other workmen to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if, on being opened up, it be found in accordance with the drawings and specifications, or the instructions of the Architect or otherwise, the expenses of such other workmen shall be borne by and recoverable from the contractor, or may be deducted from any money due or which may become due to the contractor. If the work has not been covered up in contravention of such instruction, and be found in accordance with the said drawings and specifications and instructions, then the expenses aforesaid shall be borne by the Employer and be added to the contract sum, provided always that in the case of foundations or of any other urgent work so opened up and requiring immediate attention, the Architect shall within seven days after receipt of the written notice from the contractor that the work has been opened, make or cause the inspection thereof to be made, and at the expiration of such time, if such inspection shall not have been made, the contractor may cover the same and shall not be required to open it up again, except at the expenses of Employer.

Refer clause 7 & 24 of special conditions of contract.

14. **CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:**

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability Period" stated in clause 25. The Contractor shall meet the Architect or his representative, whenever required and so informed by the Architect.

The Contractor shall maintain and be represented at site at all times, while the work is in progress, by a responsible and efficient foreman, approved by the Architect and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. Any directions, explanations, instructions or notices give by the Architect & Employer to such foreman shall be deemed to have been given to the contractor and shall be binding as such on the contractor. The Foreman shall be thoroughly conversant with the English language and should be able to read, write and speak English.

15. **DISMISSAL OF WORKMEN:**

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

16. **ACCESS TO WORKS:**

The Architect, the Employer and any person authorised by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or constructed by the contract and also to any place where the materials are lying or from

which they are being obtained. The Contractor shall give every facility to the Architect and the Employer and their representatives for inspection and examination and test of the materials and workmanship. No person, unless authorised by the Architect or the Employer, except the representatives of Public authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the Architect for doing so.

17. **EMPLOYER'S REPRESENTATIVE/PMC:**

The Employer may appoint an assistant to the Engineer, any Site Engineer or Project Management Consultant (PMC), who shall be the representative of the Employer. The duties of the Employer's representatives are to watch and supervise the works and to test any materials to be used and of workmanship employed in connection with the works. He shall have no authority either to relieve the contractor of any of his duties or obligations under the contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking and measuring item and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter, enlarge or relax the requirements of this contract, or to sanction any new-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Architect and Employer.

The Employer's representative shall have to give notice to the Contractor or his representing about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architect is obtained. The work will from time to time be examined by the Architect or the Employer's representative, but such examinations shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of the clause, the contractor shall take instructions only from the Architect and Employer.

18. **ASSIGNMENT OF SUB-LETTING:**

The works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part/share thereof or interest therein without the written consent of the Architect and Employer, and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

19. **SUB-CONTRACTORS:**

All specialists, merchants, tradesmen, and others, executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specifications, who may be nominated or selected by the Architect and employer and hereby declared to be sub-contractors employed by the Contractor, are herein referred to as nominated sub-contractors. No nominated sub-contractors shall be employed on or in connection with the works,

against whom the contractor shall make reasonable objection or (see where the Architect and contractor shall otherwise agree), who will not enter into a contract provided.

- a. The nominated sub-contractors shall indemnify the contractor against the same obligations in respect of the sub-contract as the contractor is under, in respect of this contract.
- b. The nominated sub-contractors shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any Workman's Compensation Act in force.
- c. Payment shall be made by the contractor to the nominated sub-contractor, within 14 days of receipt of the Architect's certificate, provided that before any certificate is issued, the contractor shall upon request furnish to the Architect proof that all nominated sub-contractor's account included in the previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Architect and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create any contract between Employer and Sub-contractor.

20. **VARIATIONS NOT TO VITIATE CONTRACT:**

The contractor shall when directed in writing by the Architect, omit from or vary works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorizations or direction in writing from the Architect and Employer.

No claim for any extra item or deviations shall be allowed, unless it shall have been executed by the Authority of the Architect and Employer as herein mentioned. Any such extra item or deviation is hereinafter referred to as an authorised extra item or deviation. No variations i.e., additions, omissions or substitutions shall vitiate the contract.

The rate of items not included in the bill of quantities shall be settled by the Architect and Employer in accordance with the provisions of clause 21, hereof.

21. **MEASUREMENTS OF WORKS:**

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

Should the contractor not attend or neglect or omit to send such an agent, then the measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements taken by the PMC/Architects representative approved by them shall be taken to be the correct measurements. The mode of measurements wherever not mentioned in contract documents be taken in accordance with the Indian Standard of Method of measurements of building works

(I.S.1200 – 1958) and its revisions, if any. In case of any discrepancy between various contract documents on mode of measurements, the mode given in Bill of Quantities will take precedence over others.

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

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

22. **PRICES FOR SUBSTITUTIONS/EXTRA ETC., ASCERTAINMENT OF:**

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts specified for the works in the priced schedule of quantities of work thus ascertained are less or greater than the amounts and/or tender or that any variations, is made, and any substituted/ extra (new) items have been executed, the valuation of such quantities/items, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

- a. The net rates or prices in the original tender shall determine the valuation of the extra (additional quantities and or extra/substituted item of work), where that work is of a similar character and executed under similar conditions of the work priced therein. This applied to extra and substituted items of work to the extent, they are similar in nature to the items in the contract.
- b. The net prices given in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof.
- c. Where extra/substituted item of works are not of similar character (either partly & fully) and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of the work involves less or more beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable for in-applicable, the Architect shall fix in consultation with the Employer such other rates or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor. For extra and substituted items this will apply for portions of the items for which, items of similar nature are not available in the contract.
- d. Where extra and or substituted items of work cannot be properly measured or valued, the contractor shall be allowed based on the net local day work rates and wages for the district and prevalent market rates for materials etc., at the time of ordering that item; provided that in either case vouchers for wages paid specifying the daily time (and if required by the Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra and substituted items of work shall be completed within the “Period of final measurement” or within 3 (three) months from the completion of the contract works as defined under clause No.26 (certificate of virtual completion).

See Special Conditions of Contract Clause 44.

23. **UNFIXED MATERIALS:**

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Architect and Employer and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the Employer and the Contractor shall be liable for any loss or damage to any such materials.

24. **REMOVAL OF IMPROPER WORK AND MATERIALS:**

The Architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable times as may be specified in the order, of any materials which in the opinion of the Architect and Employer are not in accordance with the specifications or the instructions of the Architect and Employer; and the substitution with proper materials and the removal and proper re-execution of any work, which has been executed with materials or workmanship, not in accordance with the contract/drawings and specifications or instructions etc., the contractor shall forthwith carry out such orders at his own cost. In case of default on the part of the contractor to carry out such orders, the Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from the contractor by the Employer, or may be deducted by the Architect, from any money due or may become due to the contractor for this work or on any other account.

Instead of this procedure for work not done in accordance with the contract, the Architect and Employer may allow such work to remain, and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as in his opinion may be reasonable. This allowance shall be recoverable from the contractor by the Employer, or may be deducted by the Architect, from any money due or may become due to the contractor for this work or on any other accounts. The decision of Architects in these matters shall be final and binding on the contractor.

25. **DEFECTS AFTER COMPLETION:**

Any defect, shrinkage, settlement or other faults which may appear within the “Defects Liability Period” stated in the Appendix on Page 10 i.e. within 12 months after the virtual completion of the works arising in the opinion of the Architect and the Bank, from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the Architect and Employer and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost. In case of default, the Employer may employ any other person to amend and make good such defects, shrinkage, settlements or other faults. All damages, loss and

expenses consequent therein or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the employer or may be deducted by the Employer, the damages, loss and expenses from any sums that may be due to the contractor or amount retained under condition 38 (Certificate and payment) and in event of the amount retained being insufficient recover the balance from the amount held against EMD & Security deposit under clause 10.1 & 10.2 on Page 5 or any other amounts due or may become due later.

26. **CERTIFICATE OF VIRTUAL COMPLETION:**

The contractors shall intimate in writing to the Architects, as and when the works are complete in all respects in order to enable the Architect to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the Architect has certified in writing that the same have been “Virtually completed” and accepted by the employed. The defects liability period shall commence, only from the date of such virtual completion certificate.

27. **OTHER PERSONS ENGAGED BY THE EMPLOYER:**

The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to carry out through other persons, and the contractor is to allow all reasonable facilities for the execution of such work, except by special arrangement with the Employer. Such work shall be carried out in such a manner as not to impede the progress of the works included in the contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

28. **INSURANCE IN RESPECT OF 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 operation or neglect of himself or any of his or sub-contractor's employees, whether 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, any damage to roads, caused to the buildings and works forming the subject of this contract by frost or other inclement weather. 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 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 damages consequent upon such claim.

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

The contractor shall indemnify the Employer against all claims which may be made against the Employer, by any member of the Public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until one month after the works are taken over by the Employer or three months after the date of completion of the contract with an approved office, a policy of Insurance in the joint names of the Employer and the contractor against such risks and signing of the contract. The contract shall also indemnify the employer against all claims which may be made upon the Employer 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 employees of the contractor or of any sub-contractor and shall at his own expense effect and maintain until one month beyond the virtual completion of the contract, with an approved office. A policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architects from time to time, during the currency of the contract. In default of the contractor insuring as provided above, the Architect on behalf of the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract however, such damage shall be caused.

The Contractor shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of or compensation of damages arising there from.

The Employer with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claims of damages from any sums due or to become due to the contractor.

29. **CONTRACTOR'S ALL RISK POLICY:**

The contractor shall within 14 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insurers generally provide cover in a CONTRACTOR'S ALL RISK POLICY, with an insurer to be approved the Architects, in the joint names of the Employer and contractor (the name of the former being placed first in the policy), progressively for the full amount of the contract, in three stages, beginning with 1/3 of the contract value, and for any further sum as called upon to do so by the Architect, with the prior written consent of the Employer, the premium of such further sum being allowed to the contractor as an authorised extra. Such policy shall cover the property of the Employer only and Architects and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement and shall not cover any property of the contractor or any subcontractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the Architects, within twenty one days of the date of commencement of work, unless otherwise instructed, as provided above failing which the employer or the Architect on his behalf may insure and may deduct the premium paid from any money that may be due or that may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as recommended by the Architect.

Please refer Special Conditions of Contract, clauses.

30. **MINIMUM AMOUNT OF THIRD PARTY INSURANCE:**

Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premium.

The minimum insurance cover for physical property, injury, and death is Rs.5.00 lakhs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

31. **COMMENCEMENT AND COMPLETION:**

The contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Architect may desire to delay) on or before the ‘Day of Completion’ started in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Refer clause 9 & 36 of Special Conditions of Contract.

32. **DELAY AND EXTENSION OF TIME:**

If in the opinion of the Architect the works be delayed:

- a. by force majeure, or
- b. by reason of any exceptionally inclement weather, or
- c. by reason of proceedings taken on threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise, than through the contractor’s own default, or
- d. by the works or delays of the contractors or tradesmen engaged or nominated by the Employer or Architect and not referred to in the Schedule of Quantities and/or specifications, or
- e. by reason of civil, commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders, or
- f. by reason of the Architect’s instructions as per clause 2, or
- g. In consequence of the contractor not having in due time, necessary instructions from the Architect, for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions.

The Architect shall make a fair and reasonable assessment for extension of time, for completion of the contract works which may be approved by the Employer.

In case of such strike or lock-out, the contractor shall as soon as possible, give written notice thereof to the Architect, 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 the Architect to proceed with the work.

33. **DAMAGES FOR NON-COMPLETION:**

If the contractor fails to complete the works by the date stated in clause 31 (date of completion) or within any extended time certified under clause 32 (extension of time) and if the Architect shall certify in writing on or before the date of issue of the certificate for the last payment to which the contractor may become entitled hereunder that the works could have been reasonably completed by the said date or within the said extended time, then the contractor shall pay to the Employer or allow the employer to recover from dues to the contractor on any account the sum stated in clause 16 of "Notice to contractors" (Page 6) (liquidated damages and not by way of penalty), subject to a maximum amount of 5% as stated in Appendix of General Conditions of contract (page 10) and as stated in clause 16 of "Notice to contractors" (Page 6) and such damages may be deducted from any money due or which may become due to the contractor.

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

Please refer clauses 9 & 36 of special conditions of contract.

34. **FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT'S INSTRUCTIONS:**

If the contractor after receipt of written notice from the Architect requiring compliance with such further drawings and/or Architects instruction, fails within seven days to comply with the same, the Architect and Employer may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractors by the employer on a Certificate by the Architect as a debit or may be deducted by him from any money due or which may become due to the contractors.

35. **ARCHITECT'S DELAY IN PROGRESS:**

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

36. **SUSPENSION OF WORKS:**

If the contractor, except on account of any legal restraint upon the employer preventing the continuance of the works, or on account of any of the causes mentioned in the clause "Extension of time" or in the case of certificate being withheld or not paid when due, shall suspend 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 the respects mentioned in clause 24 (removal of improper work and materials), the Employer through the Architect shall have the power to give notice in writing to the contractor required that the works be provided within a reasonable manner, and with reasonable despatch, such notice shall not be unreasonably given and

must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the contractor upon which it is based. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of works, or from any ground contiguous thereto, the site of works, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of work, and the Employer shall have lien upon such plants and materials to subsist from date of such notice being given until the notice shall have been complied with, provided always that such line shall not under any circumstances subsist after the expiration of 30 (thirty) day from the date of such notice given, unless the employer shall have entered upon and taken possession of the works and site, as hereinafter provided.

If the contractor shall fail for seven days after such notice has been given, to proceed with the works as therein prescribed, the Employer may enter upon and take possession of the works and site, and of all such plants, machinery and materials thereon intended to be used for the works, and the Employer shall retain and hold a lien upon all such plants, machinery and materials until the work shall have been completed, under powers hereinafter conferred upon him;

If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Architects before the person appointed comes on to the works and the Employer shall take such steps as in the opinion of the Architect may be reasonably necessary for completion the works, without undue delay or expenses using for that purpose the plant, machinery and materials above mentioned in so far as they as they are suitable and adopted to such use.

Upon the completion of the works, the Architects shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completion the works by other persons.

Should the amount so certified as the expenses properly incurred be less than amount which should have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the Employer, should the amount of the former exceed the later, the difference shall be paid by the contractor to the Employer. The Employer shall not be liable to make any further payments or compensations to the contractor for or on accounts of the proper use of the plant for the completion of the works under the provisions herein before mentioned other than such payments as is included in the contract.

After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the Architect shall give notice to the contractor to remove his plan and all surplus materials as may not have been used in the completion of the works from the site.

If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Employer may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the contractor. The Employer shall not be responsible for any

loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

37. **PRIME COST AND PROVISIONAL SUMS:**

- a. Where “Prime Cost” (P.C.) prices or provisional sums of money are considered for any goods or works in the specifications or Schedule of quantities or deviations hereof, the same are exclusive of any trade discounts, or allowances, discount for cash, or profit which the contractor may require and or carriage and fixing.
- b. All goods or work, for which prime cost prices or provisional sums of money are considered may be selected or ordered from any manufacturer’s or firms, at the discretion of the Architect or the Employer. The Employer reserves to himself the right of paying directly for any such goods or work and the Architect may deduct the said prices or sums from the amount of the contract. Should any goods or works for which prime cost prices or provisional sums are considered or portions of same be not required, such prices or sums, together with the profits allowed for such additional amount as the Contractor may have allowed for carriage and fixing will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise, the contractor shall at his own cost fix the same, if called upon to do so, and the contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.
- c. In cases in which provisional quantities of items/materials are contained in the contract, the contractor shall provide such materials and or execute such items to such amounts or to greater or lesser amounts as the Architect shall direct in his schedule of quantities.
- d. No prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the contractor until the receipted accounts relating to them have been produced by the contractor to the Architect. Such accounts shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the contractor in lieu of producing such receipted accounts, request the Architect in writing to issue a certificate to the Employer for such sum or sums, due either on account or in settlement to a sub-contractor direct, the Architect shall, upon satisfying himself that the sub-contractor is entitled to the same, so issue the certificate and such sum or sums be deducted from the amount of the contractor, at the settlement of accounts and any profit or sum to which the contractor is properly entitled, in respect of such sub-contract, and which is in conformity with the terms of contract as though the amount of such certificates to the sub-contractor has been included in a certificate drawn in favour of the contractor.
- e. If the contractor neither produces the receipt nor gives authority to the Architect to issue a certificate in favour of such sub-contractor direct, the Architect may upon giving the contractor SEVEN DAYS NOTICE in writing of his intentions to do so, issue to the sub-contractor such certificate direct to the Employer and obtain a receipt from the sub-contractor, which receipt shall be deemed as a discharge for the amount of such certificates, as though given by the contractor. In such event, the contractor shall not be allowed any profit he may have added in the Schedule of Quantities upon such sub-contract.
- f. The exercise of the option before referred to by the Contractor and the issue of certificates, as before described to sub-contractor direct of certificates by the Architect, shall not however, relieve

the contractor from any of the liabilities in respect of insufficient, faulty or incomplete work of the sub-contractor for which he may be liable under the terms of the contract.

38. **CERTIFICATES AND PAYMENTS:**

The contractor shall be paid by the Employer after due checking and after making necessary correction from time to time, by instalments under Interim Certificates to be issued by the Architect on account of the works executed by the contractor based on the joint measurements taken by the PMC, the Architect's representative and the contractor's representative when in the opinion of the Architect, work to the approximate value named in the Appendix on Page 10 as "Value of work for Interim Certificates", (or less at the reasonable discretion of the Architect & Employer) has been executed in accordance with the Contract, subject however, to a retention of the percentage of such value named in the Appendix hereto mentioned as "Retention Percentage for Interim Certificates", until the total amount retained shall reach the sum named in the Appendix as Total Retention Money, after which time the instalments shall be up to the full value of the work subsequently so executed plus such amount as he may consider proper on account of materials delivered upon the site by the contractor for use in the work and available on the date of billing.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been so completed, the contractor shall be paid by the Employer after satisfying himself in accordance with the certificate to be issued by the Architect, the sum of money named in the Appendix as 'Instalment after Virtual Completion' being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance (balance security deposit/retention money) in accordance with the final certificate to be issued in writing by the Architect at the expiration of the period referred to as 'The Defects Liquidation Liability period' in Appendix on page 10 hereto, from the date of virtual completion or as soon after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any Certificate during the progress of the works or after the completion shall not relieve the contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt within the certificate, and in case of all such defects and insufficiencies in the works or materials, which reasonable examination would have disclosed. No certificate of the Architect shall by itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any Certificate, if the works or any parts thereof are not being carried out to his and employer's satisfaction. The Architect may by any certificate make any correction in any previous Certificate, which shall have been issued by him. Payment upon the Architect's Certificates shall be made within the period named in the Appendix as 'Period of Honoring of Certificates', after such certificates have been delivered to Employer.

Please refer clause 37 & 46 of Special conditions of agreement.

39. **NOTICES:**

Notices for the Employer, the Architect, or the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom

the same is to be given or in the case of the contractor by being left on the works. In case of a company or corporation, notices may be served at or sent by registered post to the Registered Offices of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post it would be delivered.

40. **TERMINATION OF CONTRACT BY THE EMPLOYER:**

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the Supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Architect.

Or if the contractor (whether an individual, firm or incorporated Co.) shall suffer execution to be issued.

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

Or shall assign or sublet this contract without the consent in writing of the Architects/Employer first obtained.

Or shall charge or encumber this Contract or any payments due or which may be due to the Contract there under.

Or if the Architect shall certify in writing to the Employer that the contractor,

- a. has abandoned the contract or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days, after receiving from the Architect written notice to proceed, or
- c. 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
- d. has failed to remove materials from the site or to pull down and replace work for 7 days after receiving from the Architect written notice that the said materials or work were condemned and rejected by the Architect under these conditions, or
- e. has neglected persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Contractors for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the Architect's instructions to the contrary, sublet any part of the contract.

Then and in any of the said cases the Employer with written consent of the Architect, may notwithstanding any previous waiver, after giving 7 days notice in writing to the contractor, determine the contract, but without hereby affecting the powers of the Architect to continue in force as full as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the contractor.

And further, the Employer under recommendations of the Architect, by his Agents, or servants may enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, and other equipment and materials also laying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completion the works or by employing any other contractors or other persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thing to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or soon thereafter as convenient, the Architect shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so, within a period of 14 days, after receipt thereof by him, the Employer shall sell the same by publication and shall give credit to the contractor for the amount realised. The Architect shall thereafter ascertain and certify in writing under his hand when (if anything) what shall be due to or payable by the Employer for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss, which the Employer shall have incurred due to the contractor, and the amount which shall be so certified shall thereupon be paid by the Employer to the contractor or by the contractor to the Employer, as the case may be.

41. **TERMINATION OF CONTRACT BY CONTRACTOR:**

If payment of the amount payable by the Employer under certificate of the Architect as provided for hereinafter shall be in arrears and unpaid for 30 (thirty) days after notice in writing requiring payment of the amount, as aforesaid shall have been given by the Contractor to the Employer, or if the Employer obstructs the issue of any such certificates, or if the employer commits any Act of insolvency, or if the Employer (being an incorporated company) shall have an order made against him or pass an effective.

Resolution for winding up, either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Liquidator or the Employer shall repudiate the contract, or if the Official Liquidator in any such winding up shall be unable within 15 days notice to him requiring him to do so, to the reasonable satisfaction of the contractor that he is not able to carry out and fulfill the contract and to give security for the same (including Earnest money), or if the works be stopped for any payments due, and to become due there under and if required under the order of the Architects or the Employer or by an injunction or other order of any court of law, then in any of the said cases, the contractor shall be at liberty to determine the contract by notice in writing to the Employer/Architect, and he shall be entitled to recover from the Employer, payment for all works executed and for any losses he may sustain, upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment, the net rates contained in the contract shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 22 thereof.

42. Matters to be finally determined by the Architects and the Bank (Called excepted matters) – (refer 43(a) below), which shall be final, conclusive and binding on the following matters:
- a) Instructions
 - b) Transactions with local authorities
 - c) Proof of quality of materials
 - d) Assigning or under letting of the contract,
 - e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time or otherwise,
 - f) Rectification of defects pointed out during the defects liability period.
 - g) Notice to the contractor to the effect that he is not proceeding with due diligence.
 - h) Certificate that the contractor has abandoned the contract.
 - i) Notice for determination of the contract by the Employer.

43. **ARBITRATION:**

- a. When the contractor is dissatisfied with the decision of the Architect/Employer, the contractor is required to give a notice to the Employer within 30 days of the receipt of such decision, for the appointment of the Arbitrator for the settlement of the outstanding disputes.
- b. Dy General Manager & Chief Engineer shall be appointed to refer those disputes for adjudication to a sole arbitration.
- c. It is also a term of the contract that if the contractor does not make any demand for Arbitrator in respect of any claims within 90 days of receiving the intimation from the Bank that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.
- d. All disputes or differences of any kind whatsoever, which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract, or the rights touching or of this contract, effect thereof, or to the rights or liabilities of the parties arising out of or in relation thereto, whether during progress or after determination, foreclosure or breach of the contract (other than those in respect of which the decision expressed to be final and binding in cases listed out in condition 40 above), Architects shall, after written notice to either party to the contract and to the appointing Authority, who shall be appointed for this purpose by the employer refer those disputes for adjudication to a sole arbitrator, to be appointed as hereinafter provided.
- e. For the purpose of appointing the sole arbitrator referred to above, the Appointing authority will send, within thirty days of receipt by him of the written notice aforesaid, to the contractor a panel of three names of persons, who shall be presently unconnected with the organization for which the work executed.
- f. The contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to be appointed as a sole arbitrator to the Appointing Authority, within thirty days of receipt of the names by him. The Appointing Authority shall thereupon without any delay appoint the said person as the sole

arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole arbitrator.

- g. If the Appointing Authority fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons, who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.
- h. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever, another sole arbitrator shall be appointed as aforesaid.
- i. The work under the contract, shall however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- j. The arbitrator shall be deemed to have entered on the reference, on the date he issues notice to both the parties, fixing the date of first hearing.
- k. The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- l. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such a place, as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator, if required to be paid before the award is made and published, shall be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator, who may direct to any by whom and in what manner such costs or any part there of shall be paid and may fix or settle the amount of costs to be so paid.

- m. The award of the Arbitrator shall be final and binding on both the parties.
- n. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactments thereof, and the rules made thereunder, and for time being in force, shall apply to the arbitration proceedings under this clause.

6. SPECIAL CONDITIONS OF CONTRACT

1. DRAWINGS AND SPECIFICATIONS

The works shall be carried out to the entire satisfaction of the EMPLOYER and the Architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architect, and in accordance with such written instructions, directions and explanations as may from time to time be given by the Architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceedings with such work, give notice in writing to this effect to Architect, and in the event of the Architects agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the Architect and the contractor fail to agree as to whether or to there is an extra, then, if the Architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and it so the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself an order for variation unless, in addition to the Architect's signature, it bears express words stating that it is intended to be such an order or bears a remark **'VALID FOR EXECUTION'**. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 (Authorities notices, patent right and royalties) or by the Authorities of directions in drawing of the Architect as herein mentioned.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished by the Architect to the Contractor. The Architect shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which in his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or his representatives shall, at all reasonable time have access to the same and shall be return to the Architect by the contractor before the issue of the Final certificate. The contract shall remain in the custody of the Architect, and shall be produced by him at his office as and when required by the Employer or by the contractor.

2. INSPECTION OF DRAWINGS

Before filling in the tender, the contractor will have to check up all drawings and schedule of quantities, and will have to get an immediate clarification from the Architect on any point that he feels is vague or uncertain. No claim of damages or compensation will be entertained on this account.

3. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of Quantities, the specifications and all drawing pertaining there to) and as advised by Architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Architect. Any minor details of the work which may not have been definitely referred to in this contract, but which are

usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes, such as octroi, sales tax, Royalties, duties, excise, turnover tax, sales tax on works contract, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of Local Bodies, State Government and Government of India.

The rates quoted in the tender should include all charges for:

- a. Labor, maintenance fixing, carrying, cleaning, making good, hauling, watering etc
- b. Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same.
- c. Covering for the walling and other works during inclement weather or striking or whenever directed as necessary.

4. SITE SUPERVISION

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment shall be approved by the Employer / Architect. The site Engineers shall not be removed from the site without the written consent of the Employer / Architect.

5. DIMENSIONS

Figures, dimensions, are in all case to be accepted preferences to scaled sizes. Large-scale details take precedence over small-scale drawings. In case of discrepancy, the contractor is to ask for a clarification before proceeding with the work. Accordingly if any work is executed without prior clarification it is liable to be rejected and shall not be paid for.

6. PROGRAMME OF WORKS

Contractor shall have to prepare and submit the CPM/PERT charges for Architect's approval immediately after issue of the work order and display the approved charts in the site office. He shall also make bar charts indicating individual items and during the progress of work he shall update the bar charts showing the proportionate progress of work every week.

He shall strictly adhere to the programme of works as per CPM/PERT charts showing the proportionate progress of work.

7. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the Employer / Architect before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by Employer / Architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

8. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Employer / Architect . **No payment will be made for unfixed material.**

9. CUSTODY AND SECURITY OF MATERIALS

The contractors shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to look after his materials, stores equipments etc.

10. RATES

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initiated by the contractor. Rates quoted by the contractor for the same item in different schedules will be same and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. Incase of discrepancy between figures and the words the rate quoted in words shall be taken as correct one. All quoted rates should be inclusive of sales tax on works contract. Rates quoted by the contractor shall hold good for all the work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect.

Rates quoted by the contractor shall also hold good for any small work at any place at site.

11. PRICES FOR EXTRAS ETC., ASCERTAINMENT OF

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of the work thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and / or tender or that any variations, is made, the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made accordance with the following rules

The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions the work priced therein.

The net prices the original tender shall determine the value of the item omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof

Where extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of work are carried out of it the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in the opinion of the Architects the net rate or price contained in the priced schedule of quantities or tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Architect shall fix in consultation with the Employer such other rate or prices as in the circumstances he shall think reasonable and proper, which shall be final and binding on the contractor.

Where extra work cannot be properly measured or valued, the contractor shall be allowed any work prices at the net rates stated in the tender or the priced schedule of quantities, or if not so stated, then in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time (and if required by the Architect, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra items of contract shall be completed within the 'period of final measurement' or within three months of the completion of the contract works as defined under clause no 16 (Certificate of Virtual Completion)

12. EXTRA ITEMS RATES

The work or extra items shall be started only after the approval of extra items rates by client / Architect. Rates for additional or extra items of construction work, which can be derived from the contract item rates and are not covered in the contract, shall be calculated on the basis of actual cost plus 10 % for profit.

13. ARCHITECT'S DRAWINGS AND INSTRUCTIONS

A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contract, during or before the start of construction work, the Contractor shall inform the Architects in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. In case of other drawing is required by the contractor he will give a minimum ten days notice to the Employer / Architect.

14. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT INSTRUCTIONS

If the contractor after receipt of written notice from the architect requiring compliance with such further drawings and / or Architects instruction, fails within seven days to comply with the same, the Employer / Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection therewith shall be recoverable from the contractors by the Employer on a Certificate by the Architect as a debit or may be deducted by him from any money due or which become due to the Contractors.

15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

- a. The contractor shall furnish the Employer / Architect the following:
- b. Detailed industrial statistics regarding the labor employed by him etc
- c. The Power of Attorney, name and signature of his authorized representative who will be in charges for the execution of work
- d. The list of technically qualified persons employed by him for the execution of this work.
- e. The total quantity and quality of materials used for the works.
- f. The list of plant and machinery employed for this work.

16. ARCHITECT'S DELAY IN PROGRESS

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

17. CERTIFICATE AND PAYMENTS

The contractor shall be paid by the Employer from time to time, by installments under interim Certificates to be issued by the Architect to the contractor on account of the works executed by the contractor when in the opinion of the Architect, work to the approximate value, named in the Appendix as 'Value of work for interim Certificates' (or less at the reasonable discretion of the Employer / Architect) has been executed in accordance with this contract, subject however, to a retention of the percentage of such value need in the Appendix hereto mentioned as 'retention percentage for interim Certificates' until the total amount retained shall reach the sum named in the appendix as Total Retention money after which time the installments shall be up to the full value of the work subsequently so executed in the interim Certificate, such amount as he may consider proper on account materials delivered upon the site by the Contractor for use in the work. And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed, the contractor shall be paid in accordance with the Certificate issued by the Architect the sum of money named in the Appendix after satisfying themselves as 'Installment after Virtual Completion ' being a part of the said 'Total Retention Money'.

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 Architect at the expiration of the period refer to as ' The Defect Liability Period' in the Appendix hereto, from the date of Virtual Completion or as soon as after the expiration of such period as the work shall have been finally completed and all defect made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or after the completion shall not relieve the Contract from his liabilities in cases of fraud , dishonesty or fraudulent concealment relating to the works of materials or any matter dealt within the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works and materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any certificate if the works or any part thereof are not being carried out to his / employer satisfaction.

The Architect may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

Payment upon the Architect's Certificates shall be made within a period named in the Appendix as 'Period of honoring of Certificates' after such Certificates have been delivered to Employer.

18. DELAYED PAYMENTS

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Architect hereunder shall, if not paid within the 'Period of honoring of Certificate' no interest paid by the Employer.

19. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement.

20. INCOME-TAX

Income Tax shall be deducted at source by the client from the contractor' interim and final bill payments as per Statutory Regulations.

21. SITE MEETINGS

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

22. ACTION WHERE THERE IS NO SPECIFICATION

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

23. REPORTING OF ACCIDENT TO

The contractor shall be responsible for the safety of persons employed by him on the works and shall reports serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precaution detailed in the safety code attached separately.

24. TYPOGRAPHICAL CLERICAL ERRORS

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

25. WORK PERFORMED AT CONTRACTOR'S RISK

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done bye the contractor's risk and if any loss or damage shall

result from fire or from others cause, the contractor shall promptly repaid or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

26. SPECIAL CONDITIONS OF CONTRACT

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede those mentioned elsewhere.

GENERAL SPECIFICATIONS – INTERIOR WORKS.

TIMBER :

All timbers used are to be of top quality, free from knots, shakes, wormholes, and with a moisture content of not more than 8% to 10% depending on the climatic conditions prevailing at the site.

JOINTS :

All Joints will be standard mortise and tenon, dovetails, dowel, cross-halved, mitred, tongued and grooved and invited. Nailed or glued butt joints will not be permitted. Except in exceptional cases nailed butt joints will not be accepted.

FASTENINGS :

Screws , nails, bolts, will generally be of M.S. G. I wire, except in following examples : "Out door Furniture" fastenings will be of brass or other non-Corrosive metal. In hardware, they will match the finish of the hardware item.

Brass Nails in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws in a finished surface will be round head, raised head or sunk (beneath the surface and the hole plugged with matching colour and grain of the wood surface) unless specially detailed.

PLYWOOD :

Used mainly for the bodywork of this furniture, shall be Luaan or similar close-grained plywood suitable for veneering painting or bounding plastic laminate. It will be a resin bonded (PFB) weatherproof brand, and for "out door" furniture, standard specifications, ' marine' 'Mysore ply ', 'Anchor ply ' or Indian plywood brand or equivalent. Exposed edges will be finished with a piece of soiled wood, tongued and grooved and glued or as detailed.

HARDWARE :

Hinges, lock, latches, door tracks etc., shall be as specified and as far as it possible, by the manufacturer specified. In any variation of this the quality of the substitute shall be equal to or better than the original specified, and sampled should be submitted to the Designer for prior approval.

METAL :

Where metal logs frames etc., are used these shall be welded, brazed, bolted or riveted as required and on finished surfaces. Welding, brazing riveting shall be neatly smoothed so that no evidence of this is apparent on the final finish of the metal, which will be as specified on drawing. On all legs, wood or metal, nylon glides or castor as indicated are to be installed.

FINISH :

This will be as indicated on the drawing and colour scheme chart and materials (timber, plastic laminates, lacquer, paints, etc.,) must be specified. No variations will be accepted unless with the prior approval of the Designer. " Backs " of cabinets etc., where wall hung, shall be treated with an approved brand of wood preservative. Full size drawings or sample prototypes are to be submitted for approval as requested.

Note: This specification is of a general type only, and must be used in conjunction with the drawing of the particular item being made. Anything shown on the drawing, but not in the specification must be complied with, and vise versa.

MATERIALS:

Finished timber shall be of the type specified colour, pattern, substance to be as specified and manufactured or supplied by the company specified. No variation of this will be permitted unless with prior approval of the Designer.

FINISH:

This will be as specified on the drawing and colour scheme chart. Where timber is finished in natural colour, care must be taken to "match" each separate piece of colour before assembly. Where timber is stained, the stain or colour on each member must "match".

LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN THE INTERIOR WORKS SUBJECT TO THE APPROVAL OF SAMPLES BY SBI/ ARCHITECT.

(ALL THE MATERIALS USED HAVE TO CONFIRM TO GREEN INTERIOR NORMS OF IGBC)

<u>S. No.</u>	<u>MATERIAL NAME.</u>	<u>BRAND / MANUFACTURER.</u>
1.	PLYWOOD – BWP – CONFIRMING TO IS : 710.	GREENPLY (club) / AUSTIN (platinum plus) /CENTURY PLY (Architect) / NICON PLY (CLUB) / MAYUR PLY(ROYAL PLY) HUNSUR.
2.	BLOCK BOARD – CONFIRMING TO IS :11255 - 2003.	NIKON / GOLDEN / GREENPLY./ CENTURY
3.	FLUSH DOOR – CONFIRMING TO IS : 2202 (Part – 1) – 1991.	NIKON / GREENPLY / CENTUARY / UNIPLY
4.	LAMINATE – CONFIRMING TO IS : 2046-1995.	GREENLAM / MERINO/ FORMICA/ CENTURY / AICA/ SUNMICA ARCHID / VIR LAMINATE / BRAVIA.
5.	veneer	GREEN/ ARCHID / CENTURY/ MERINO.
6.	FLUTED PANELS	ASSA/EVOFLUTE/MAKAYA/PLANTEK/KAKA/RYAN
7.	GLASS.	SAINT GOBAIN /MODIFLOAT / ASAHI FLOAT.
8.	HARDWARE.	EFFICIENT GADGETS (EG) / EARL BEHARI (EBCO) / DOORSET/OZEN
9.	BEECH WOOD.	AS APPROVED BY SBI / ARCHITECT.
10.	SCREWS.	GKW NETTLEFOLD OR AS APPROVED.
11.	ADHESIVES.	MOVICOL / FEVICOL SH / ARALDITE/ JEEVANJOR
12.	PAINT.	ASIAN / NIPPON / BERGER / NEROLAC.
13.	FLOOR SPRING / DOOR CLOSER.	HETTICH/DOORSET / STERLING / DORMA / OZONE.
14.	LOCKS.	DOORSET / DORMA/ HETTICH/OZONE.
15.	GI SUPPORT SYSTEM FOR PLAIN FALSE CEILING.	GYPSTEEL ULTRA / US BORAL.
16.	GI DRY WALL PARTITION SYSTEM.	GYPSTEEL / US BORAL / FRAME WORK / RONDO / BMS.
17.	GYPSUM / PLASTER BOARDS.	SAINT GOBAIN/ARMSTRONG/USG BORAL / LAGYP.
18.	GI SUPPORT SYSTEM FOR GRID CEILING.	ARMSTRONG / GYPSTEEL ULTRA / US BORAL.
19.	CEILING TILES.	ARMSTRONG / GYP ROCK / US BORAL./ DAIKEN
20.	ACRYLIC SOLID SURFACE.	LG Hausys, HI - MACS / DUPONT - MONTELLI / MERINO – HANEX / LOTTE - STARON.
21.	TEXTURED PAINT.	TERRACO / SPECTRUM.
22.	VINYL FLOORING.	LG / WINNER.
23.	WRITING BOARD.	WHITE MARK OR APPROVED.
24.	VITRIFIED, CERAMIC	JOHNSON / KAJARIA / RAK/SOMAY/AGL.

	AND GLAZED TILES.	
25.	SANITARY FAUCETS AND FIXTURES.	JAGUAR / HINDWARE / KOHLER.
26.	ALUMINIUM COMPOSITE PANELS.	ALSTRONG / EUROBOND / ALUDECOR.
27.	CARPET TILES FLOORING.	GODREJ / ELEMENT / UNITEX / FLORTEX.
28.	CEMENT FIBER / CALCIUM SILICATE / REINFORCED MAGNESIUM SILICATE BOARD.	VISAKA / TRILITE / SHERA / BISON.
29.	MODULAR FURNITURE	GODREJ/ FEATHERLITE/ MONARCH/ WIPRO.
30.	CURTAIN CLOTH	DARPAN / RAYMOND HOME/ D'DÉCOR/
31.	PVC CEILING	RYAN/ VOX/ JAYSWAL
32.	LAMINATED WOODEN FLOORING	GREEN/ CENTURY/ MERINO/ ACTION TESA/ DURIAN
33.	SMART DOOR LOCK	GODREJ/ ATOMBERG

NOTE: **The Contractor shall use only above mentioned material. All other materials shall confirm to the specifications laid down. The Contractor shall take this into account while tendering rates / prices. All materials and sections used should adhere to the manufacturer's guidelines and the contractor has to submit certificate from the manufacturer on usage of their specified product / sections.**

LABOUR LAWS AND RULES

The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with

- a. The payment of Wages Act
- b. Employer's Liability Act
- c. Workmen's Compensation Act
- d. Contract Labour (Regulations & Abolition) Act 1970 and Central Rules 1971.
- e. Apprentices Act 1961.
- f. Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The Site Engineer shall refrain from involving himself and the supervisors under him by comments/advice/attempts at mediation in any kind of labour dispute at site. His job is only to report to his superiors any happenings of the this sort in an objective manner.

EMPLOYER'S RESPONSIBILITY – CONTRACT LABOUR (REGULATIONS AND ABOLITION) ACT 1970 AND RULES 1971

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

1. Principal Employer (Banks) is registered as per the Act.
2. Contractor holds a licence under the Act from the Local Labour Commissioner for the appointment of Contract labour.
3. Required notice boards, registers and records as provided in section 29 of the Act are maintained by the contractor.
4. Payment of proper wages as per the rules are effected within the prescribed time limits by the contractor.
5. Prescribed facilities and amenities are provided by the contractor.
6. Proper efforts are made by the contractor to set right contravention of law, as soon as the notice pointing out the same is received from the Labour Enforcement Officer, and reports "on action taken" are sent to the Labour Enforcement officer at the earliest with copies to the Employer.