

NIT NO	CMOPS/RBO-V/TENDER/2023-24/102
DATE	01/01/2024



STATE BANK OF INDIA

e-TENDER DOCUMENT FOR

PROPOSED FURNISHING WORKS FOR SHIV NAGAR BRANCH AT UDHAMPUR,

J & K.

(INTERIOR AND FURNISHING WORKS)

TENDER NOTICE

THROUGH E-REVERSE AUCTION PROCESS

Interior Contractors who are on the panel of SBI, Chandigarh Circle, (LHO) in the

Appropriate category are only eligible

TECHNICAL BID

Last date for submission of e-tender : 15/01/2024 by 1.30 PM

**The Regional Manager,
State Bank of India,
REGIONAL BUSINESS OFFICE
REGION-5, Jammu**

NOTICE INVITING TENDER (NIT)

NAME OF WORK : SB INVITES e-TENDER FOR PROPOSED INTERIOR AND FURNISHING WORKS FOR SHIV NAGAR BRANCH AT UDHAMPUR, J & K

1	Name of the work	"E-Tender Notice for PROPOSED INTERIOR AND FURNISHING WORKS FOR SHIV NAGAR BRANCH AT UDHAMPUR, J & K"
2	Estimated cost	Rs. 13,21,673.43 plus GST
3	Cost of Tender Documents	NIL
4	Quantum of Earnest Money Deposit (EMD)	Rs. 14,000/- "Drafts/Bank Cheques shall be in favor of 'State Bank of India,' payable at Jammu."
5	Date and Time where tender forms are available	From 04/01/24 till 15/01/24 upto 1:30 pm at www.sbi.co.in/SBI in the News/procurement-news and https://etender.sbi
6	Last date and time of submission of online Tender	15/01/24 upto 1:30 pm
7	Place, date & time for submission of e-tender Contact person / telephone no / email address.	a) On line submission of e-Tender (Including Technical Bid and Price Bid) up to 15/01/24 upto 1:30 pm at https://etender.sbi b)EMD submission Address: The Regional Manager, State Bank of India, REGIONAL BUSINESS OFFICE-5, 2nd Floor, AO Building, Rail Head Complex, JAMMU, 180012 15/01/24 upto 1:30 pm
8	Date, Time and Place of opening of Technical Bid	15/01/24 upto 2:30 pm The Regional Manager, State Bank of India, REGIONAL BUSINESS OFFICE-5, 2nd Floor, AO Building, Rail Head Complex, JAMMU, 180012
9	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 the value of work, including EMD and ISD.

10	Terms of payment of Bills,if any (specify the mini-mum value of work for payment of running account bills)	Minimum value of Running bill value -7 Lakhs and above																								
11	Stipulated time for completion of the Work / supply.	45Days from the date of the work order issued to the contractor																								
12	(Penalty clause) Liquidated Damages	@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of work would be strictly imposed.																								
13	Validity period of the tender.	Three (3) Months																								
14	Defect Liability Period	Twelve (12) Months																								
15	Eligible Taxes	A) Income Tax & GST will be deducted at source as per Government Guidelines. B) Reimbursement of GST will be made only on the submission of proper GST invoices as per applicable GST provisions. The contractor should comply with the following: 1. The contractor should have a GST Registration Number. 2. Invoices should specifically and separately disclose the amount of GST levied at the applicable rate as per GST provisions. 3. In case of corrections in the bills after scrutiny, the contractor should submit fresh bills for payment. 4. The contractor should timely file their GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor. 5. The GST numbers of State Bank of India are as follows: - For Jammu & Kashmir State: 01AAACS8577K1Z3																								
16	Electronic Payment	Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch . Firm should furnish details of the bank, a/c no, IFSC code																								
17	Agency for arranging on-line bidding	e-Procurement technologies Limited, Ahmedabad. Primary Contact: If you need clarification regarding tender submission or technical support kindly contact below numbers: <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Name</th> <th>Mobile No.</th> <th>Email ID</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fahad Khan</td> <td>6352631766</td> <td>fahad@eptl.in</td> </tr> <tr> <td>2</td> <td>Shaikh Nasruddin</td> <td>6352632098</td> <td>shaikh@eptl.in</td> </tr> <tr> <td>3</td> <td>Jay Vyas</td> <td>9265562819</td> <td>jay.v@eptl.in</td> </tr> <tr> <td>4</td> <td>Mubassera Mansuri</td> <td>7859800621</td> <td>mubassera@eptl.in</td> </tr> <tr> <td>5</td> <td>Hiral Purohit</td> <td>6352631968</td> <td>hiral.purohit@eptl.in</td> </tr> </tbody> </table>	Sr. No	Name	Mobile No.	Email ID	1	Fahad Khan	6352631766	fahad@eptl.in	2	Shaikh Nasruddin	6352632098	shaikh@eptl.in	3	Jay Vyas	9265562819	jay.v@eptl.in	4	Mubassera Mansuri	7859800621	mubassera@eptl.in	5	Hiral Purohit	6352631968	hiral.purohit@eptl.in
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18	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
19	EVALUATION OF PRICE BIDS AND FINALIZATION	<ol style="list-style-type: none"> 1. Only those Bidders who qualify in Technical evaluation would be shortlisted and would be eligible to participate in E-Reverse Auction. 2. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the E-Reverse Auction. <ol style="list-style-type: none"> a. If the final L1 bid is unreasonably low i.e. L1 bid is less by 7.5% or more of the Estimated Cost, the contractor shall submit additional Security Deposit in the form of PBG/DD for an amount equal to difference in the 92.5 % of the estimated cost vis-a-vis final tender amount quoted by the L1 contractor. PBG/DD to be submitted within 7 days from issue of letter from Bank. 3. 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 re-tendering process.

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

**REGIONAL MANAGER,
STATE BANK OF INDIA,
RBO-V JAMMU**

INSTRUCTIONS TO TENDERERS

1. Online, E-tenders are invited for PROPOSED INTERIOR AND FURNISHING WORKS FOR SHIV NAGAR BRANCH AT UDHAMPUR, J & K.
2. Submission of BIDs/Tender Documents: Tenders should be submitted online on the website <https://etender.sbi>. Additionally, a scanned copy of the declaration given in the tender, to be signed with a seal, and a scanned proof of dealership/empanelment letter certificate should be submitted online with our service provider on the website at: <https://etender.sbi>.
3. Contractors should submit/send EMD physically within the due date of the tender at the office address mentioned in the NIT document. The tender will be rejected if the tenderer fails to submit the EMD.
4. Contract documents consist of detailed plans, technical specifications, schedule of quantities of the various classes of work to be done, and the set of 'conditions of contract' to be complied with by the person whose tender may be accepted. The documents are available on the website <https://etender.sbi>.
5. Tenders should be submitted online (As mentioned in NIT).
6. EMD amount (As mentioned in NIT) is to be deposited in the form of a Demand Draft/Banker's Cheque payable at UDHAMPUR, J&K and drawn in favor of State Bank of India; otherwise, the tender is liable for rejection.
7. The successful tenderer will have to pay an amount of Initial Security Deposit, which shall be 2% of the accepted value of the tender, by means of D.D. in favor of State Bank of India, Jammu. The Initial security deposit is to be paid by the Contractor to the Bank within 7 days of intimation to him of the acceptance of the tender. No interest is allowed on the above said security deposit (EMD, ISD).
8. Retention Money: From each running bill, an amount at the rate of 5% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the EMD and ISD amounts already with the Bank becomes 5% of the value of the contract amount. This amount is called Total Security Deposit, which consists of three components:
 - a) EMD - Earnest Money Deposit.
 - b) ISD - Initial Security Deposits.
 - c) RM - Retention Money.

The total security deposit will be kept with the Bank. And the total security deposit may be refunded after the end of the defects liability period (one year), provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract. In

case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

9. Completion of work:

- i) The work shall be considered as complete only when the certificate of virtual completion is issued by the architects/Bank.
- ii) The 'defects liability period' as prescribed in the contract shall commence only from the date of such virtual completion.
- iii) Any defect that may appear within the defects liability period shall be rectified by the contractor within a reasonable time on receipt of necessary instructions from Bank to that effect.

10. The acceptance of a tender will rest with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

11. All compensation or other sums of money payable by the Contractor to 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. In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to do so make good in by DD any sum which have been deducted from his security deposit.

12. Tender containing any condition leading to unknown/indefinite liability are liable to be summarily rejected.

13. Canvassing in connection with tenders is strictly prohibited, and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

14. The tenderers should quote their (own) rates for undertaking the work.

15. GST as applicable will be reimbursed by the Bank as specified in NIT.

16. All taxes other than GST, other statutory obligations in respect of this contract, as applicable, shall be payable by the contractor, including transportation and TA/DA of the workers at the site, and the Bank will not entertain any claim whatsoever in this respect.

17. I.T. will be recovered as per Government Rules.

18. Time is the essence of the contract. The work should be completed on time as mentioned in the NIT. The successful Contractor will have to give a CPM/PERT chart of various activities of works to be done so

that the work gets completed within the stipulated time. The chart shall be submitted within 7 days from the date of acceptance of the tender.

19. Tenders for works shall remain open for acceptance for a period of 90 days from the last date of tenders. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy is at liberty to forfeit the earnest money.

20. The successful tenderer, after the work is awarded, he will have to enter into an agreement with the competent authority of the bank.

21. The tenderer must co-ordinate with other agencies such as Interior/Furnishing/Electrical/IT/Fire/AC, etc.

22. The tenderer should visit the site to ascertain the working conditions and local authority regulations/restrictions if any and other information required for the proper execution of the work.

23. The work may be carried out on any floor level as per site condition. Please note that materials and machines are required to be carried on head load, and the same must be accounted for in the costing. Please note that no separate cost shall be allowed for headload.

24. The quantities of various items given in the schedule of quantities are approximate. The quantities of work may vary at the time of allotment/execution of work. Bank reserves the right to omit/delete any item(s) of work from the schedule at the time of allotment/before. The Contractor will be paid for the actual work done at the site duly verified by the concerned official of the bank.

25. The unit price shall be deemed to be a fixed price. In case of extra items, a record of labor charges paid shall be maintained and shall be presented regularly to the Employer for checking. The settlement will be made based on figures arrived at jointly and taking the unit price given in the contract assigned to the successful Tenderer. In case of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.

26. If the rate quoted by the contractor for any item/items is not workable or abnormally lower than the market rate, the bank may demand a Bank guarantee from the contractor for the satisfactory completion of this work. The bank guarantee amount will be not less than 50% of the estimated amount of the items for which the rates are not workable or abnormally low. This bank guarantee will be released after the completion of these works (unworkable and abnormally low-rated items) to the satisfaction of the bank.

27. The contractor shall submit the bar chart/CPM/PERT, as well as the insurance cover for the work in the form of a CAR policy and Third-Party Insurance within seven (7) days from the acceptance of the work order.

28. The work must be started immediately from the date of receipt of the work order/mark out at the site; whichever is later. In case the work is not started within this stipulated period, the bank reserves the right to cancel the work order, duly forfeiting the Earnest Money Deposit.

29. No employee of the Bank is allowed to work as a contractor for a period of 2 years after his/her retirement from Bank Services without the previous permission of the Bank. This contract is liable to be canceled if either the contractor or any of his employees is at any time such a person who has not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.

30. The contractor should get approval for the samples of materials in advance with the Bank's Engineer before the use of the same in the work.

31. The Bank has the right to offer the contractor to modify the old material wherever/whenever necessary instead of new supplies.

32. The quoted rate should be inclusive of materials, labor, 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.

33. The tenders shall summarily have rejected if any one of the above said requirements has not been complied with.

34. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

35. The contractor should fulfill the labor regulation guidelines stipulated by the governments.

36. No advance payment in any form will be granted for the works proposed.

37. The period of taking up the final bill will be one month from/after satisfactory virtual completion or the date of submission of the final bill, whichever is later.

38. The contractor is advised not to engage child labor during the contract period.

39. The SBI reserves the right to cancel or postpone the tenders at any stage without assigning any reason.

40. The firm should visit the website till the last date of submission for changes/corrigendum if any.

41. Tender documents found partly or fully modified/alterd/corrected, etc., shall stand summarily rejected.

42. The make of materials should be chosen strictly from the approved makes as given in the tender. The use of multi-brands is not permissible. A single brand should be used for the entire project.

43. ANY CLARIFICATIONS SOUGHT AFTER OPENING OF THE TENDERS WILL NOT BE ENTERTAINED AT ANY COST.

REGIONAL MANAGER, RBO V,
STATE BANK OF INDIA

FORM OF SUBMISSION OF TENDER (To be filled by the tenderer)

The Regional Manager,
State Bank of India,
REGIONAL BUSINESS OFFICE
REGION-5, Jammu
Dear Sir/s,

REF: PROPOSED INTERIOR AND FURNISHING WORKS FOR SHIV NAGAR BRANCH AT UDHAMPUR, J & K

I/We hereby declare that I/We have carefully gone through the conditions laid down in the Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates, Form of Agreement, General Specification, Approved manufacturers/natural source of materials Technical Specifications of the schedule of quantities, and clearly understood all the same. On the basis of the same, I/We have quoted our rates in the Schedule of Quantities (i.e., BOQ) attached with the tender documents.

I/We do hereby undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.

I/We are depositing Earnest Money Deposit (Amount as per NIT) by way of demand draft drawn in favor of SBI, Jammu, along with this tender for the due execution of the work at my/our tendered rates.

In the event of this Tender being accepted, I/We agree to enter into the agreement and submit the declaration on requisite non-judicial stamp papers as and when required and execute the contract according to your form of Agreement, etc. In default whereof, I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit.

In the event of this Tender being accepted, I/We agree to obtain the labor license and the CAR and Third-party insurance policy and deposit the balance E.M.D. amount and adhere/comply with all other instructions as given in the TENDER DOCUMENT.

I/We further agree to complete the work included in the said schedule of quantities as mentioned in NIT from the date of the work order issued to commence the same.

The date of commencement shall be either one week from the date of the work order issued to the contractor or the date on which mark out of work at the site has been given to the contractor; whichever is later.

I/We agree not to employ subcontractors other than those that may be approved by the Employer.

I/We agree to pay all taxes (except GST), insurance charges as prevailing from time to time, on such items for whom the same is to be levied by/for the government, and the rates quoted by me/us are inclusive of all the same.

Yours Faithfully,
Contractor's Signature _____

Name: _____

Address: _____

Signature of Witness:

1.

2.

3.

GENERAL NOTES

1. PROCEDURE OF FILLING AND SUBMISSION OF TENDER

a) Submission of BIDs/Tender Documents: Tenders should be submitted online on the website (<https://etender.sbi>). In addition, a scanned copy of the declaration to be signed with a seal and scanned proof of a valid dealership certificate should be submitted online with our service provider on the website (<https://etender.sbi>).

b) In the event of the tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so. If called for, the legal documents in support thereof must be produced for inspection. The same, in the case of the firm carried out by one member of a joint family, must disclose that the firm is duly registered under the India Partnership Act. Any tender signed by a member not holding a power of attorney shall be treated as invalid.

c) Tenderers shall note that their tenders shall remain open for acceptance for a minimum period of three months from the last date of receipt of tenders. The tenders must be unconditional. Conditional tenders may be summarily rejected.

2. RATES TO INCLUDE:

While quoting their rates, the tenderer should include the following if otherwise not stated hereinbefore.

a) Necessary cost of taking samples of materials supplied by them for the work, testing of the same at Govt.'s/approved laboratory, including transportation, cost of the samples, as and when required.

b) Submission of test reports of other materials as may be specified by Bank's Engineer.

3. STORAGE OF MATERIALS:

The contractor shall not store their materials and debris within the premises other than the work site handed over to him.

5. LABOUR HUTMENT:

Shelter or stay and other amenities for the laborers have to be arranged by the contractor at his own expense and responsibility (outside the Bank premises).

6. IDLE LABOUR:

In case the work is held up for any site conditions not attributable to the contractors or for any decisions, instructions, or want of details from the Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer, but any claim for idle labor shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

7. The contractor shall engage one competent person at the site who shall take the instructions from the Employer. The work should not suffer due to a lack of supervision, manpower, and materials.

8. The Contractor is required to coordinate his works along with other agencies working at the site. He has to reimburse any damage made by him or any of his representatives for any of the other agencies or owner at the site.

9. Making of any cut-out / opening for electrical wiring / fitting in any of false ceiling, partition, paneling, masonry work, etc., and providing panels of the same finish in partitions, paneling shall not be paid extra.

10. The contractor is required to fabricate a sample where required, or any item so installed for approval. Any changes made by the Architect/Employer in the sample to the specifications as mentioned in the tender shall not be deducted or paid extra.

11. All measurements given in the schedule hereunder are for the purpose of the tender only. Payment will be made on the actual measurement of the work done.

12. All measurements shall be as per relevant I.S. standards.

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and, in the drawings, the work shall be carried out as per standard specifications and under the direction of the Employer.

1. INTERPRETATION

a) Employer: The term "employer" shall denote SBI (State Bank of India having at REGION-5, Jammu) and any of its employees' representatives authorized on their behalf.

b) Architects / Consultants: The term "Architects" shall mean the Architects appointed by the employer for the purpose of preparing detailed drawing, supervision, etc. It is the Bank to decide whether to appoint an Architect or not and to change the Architect at any stage of work.

c) Contractor: The term "contractor" shall mean _____ (Name and address of the contractor) and his/their heirs, legal representatives, assigns & successors.

d) Site: The site shall mean the site where the works are to be executed, i.e., interior works, at SBI Branch, including any building and erection thereon, allotted by the employer for the contractor's use.

e) Site Engineer: Any Engineer appointed from time to time by the Employer and certified in writing to the Architects and the Contractor, to be positioned at the site to supervise the work.

f) Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities, and any further drawings which may be supplied or any other instruction, which may be given by the Employer or Architects during the execution of the work.

All drawings relating to work given to the contractor, together with a copy of the schedule of quantities, are to be kept at the site, and the Employer/Architects shall be given access to such drawings or the schedule of quantities wherever necessary. In case any detailed Drawings are necessary, the contractor shall prepare such detailed drawings and/or dimensional sketches and have them confirmed by the Employer as the case may be before taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications, and the schedule of quantities or to additional instructions at least 10 days ahead of the time when it is required for implementation so that the Employer may be able to give a decision thereon.

- "The Works" shall mean the work or works to be executed or done under this contract.

- "Act of Insolvency" shall mean any act as such as defined by the Presidency MAINs Insolvency Act or in Provincial Insolvency act or any amending status.

- "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

- "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

- "Contract" shall mean the Articles of Agreement, the general conditions, special conditions, the appendix, the schedule of quantities, specifications, and drawings attached hereto and duly signed.

- 'Contract Price' shall mean the sum named in the Tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereafter contained.

- '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 addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

- 'Net Prices' any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the net price of any item 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. Providing 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 hold to mean rates or prices so arrived at.

- 'Virtual Completion' shall mean the premise is, in the opinion of the Employer, fit for occupation.

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 WORK/CONTRACT

The Brief Scope of work involves the following:

1. Interior & Furnishing Works.
2. False Ceiling
3. Wall paneling and glass works

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Architect with the

approval of the Employer or Employer will issue further drawings and/or written instructions, detailed directions, and explanations which hereafter collectively referred to as 'Instructions' in regard to:

- The variation or modification of the design, quality, or quantity of works or the addition or omission or substitution of any work.
- Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- The demolition, removal, and/or re-execution of any work executed by the contractor/s.
- The dismissal from the work of any persons employed thereupon.
- The opening up for inspection of any work covered up.
- The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his agent/Architect's instructions, provided always that verbal instructions, directions, and explanations given to the contractor's or his representative upon the works by the Employer's or his agent/Architects shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without the written permission of the Employer. The employer as provided in clause "variation" shall fix rates of items not mentioned in the priced schedule of quantities. Regarding all factory-made products for which ISI marked products are available, only products bearing ISI markings shall be used in the work.

3. TENDERER SHALL VISIT THE SITE

Intending tenderers shall visit the site and make themselves thoroughly acquainted with the local site conditions, nature, and requirements of the works, facilities of transport conditions, effective labor and materials, access and storage for materials, and removal of rubbish. The tenderer shall provide in their tender for the cost of carriage, freight, and other charges, as also for any special difficulties, and including police restriction for transport, etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition. Work to be done in a phased manner

4. TENDERS

The Employer reserves the right to reject the lowest or any tender. The tenderers should note that the tender is strictly on the item rate basis, and their attention is drawn to the fact that the rates for each and every item should be correct, workable, and self-supporting. If called upon by the Employer/Architects, a detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis. The works will be paid for

as “measured work” on the basis of actual work done and not as a “lump sum” contract unless otherwise specified. All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details, including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications, and schedule of quantities, and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer/Architects. The employer has the power to add, omit from any work as shown in drawings or described in specifications or include in the schedule of quantities and intimate the same in writing, but no addition, omission, or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract. The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of the opening of the tender.

5. AGREEMENT

The successful contractor will be required to sign an agreement in accordance with the draft agreement enclosed and the schedule conditions. The contractor shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance by the employer of a tender will constitute a binding contract between the employer and the person so tendering such a formal agreement is subsequently executed.

6. AUTHORITIES, NOTICES, PATENT RIGHTS, AND ROYALTIES:

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities, and/or any water, lighting, and other companies, and/or authorities with whose systems the structures were proposed to have a connection and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer/Architects written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer/Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall identify the Employer against all claims in respect of patent rights, designs, trademarks, or name or the protected rights in respect of any constructional plant, machine, work, or material used for or in connection with the 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 Employer/Architects before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all taxes (except GST) and duties royalties, cess, local charges if applicable. No extra claim on this account will in any case be entertained.

8. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply with all Acts and Regulations for the successful completion of the contract works. The whole of the work is to be complied with as per the requirements and bylaws of the relevant statutory authorities, including the contract labor (Regulation and Abolition) Act 1970.

9. QUANTITY OF WORK TO BE EXECUTED

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error may be discovered therein. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. The Contractor shall be deemed to have satisfied himself before tendering 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 completion of the works.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract, by other agencies or persons, and the contractor shall allow all reasonable facilities and use of his scaffoldings for the execution of such work. The main contractor shall extend all cooperation in this regard.

11. TENDERER SHOULD DEPOSIT EMD AS MENTIONED IN THE NIT

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities, and specifications taken together, whether the same may or may not be particularly shown or described therein. Provide that the same can reasonably be inferred therefrom, and if the contractor finds any discrepancies therein, he shall immediately and in writing refer the same to the Employer/Architects, whose decision shall be final and binding.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

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 to complete the same. On or before the 'Day of Completion' stated in the Appendix, subject nevertheless to the provision for the extension of time hereinafter contained.

If, in the opinion of the Employer/Architect, the works be delayed:

- a) By force majeure or
- b) By reason of any exceptionally inclement weather or
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, then through the Contractor's own default or
- d) By the works or delays of the contractor's tradesmen engaged or nominated by the Employer/Architect and not referred to in the Schedule of Quantities and/or specifications or
- e) By reason of furnishing, commotion, local combination of workmen, or strike or lock-out affecting any of the buildings traders or
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions, the employer shall make a fair and reasonable extension of time for the completion of the Contract works.

In case of such strike or lock-out, the Contractor shall, as soon as possible, give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required, to the satisfaction of the employer, to proceed with the work.

The Contractor, on starting the works, shall furnish to the Employer/Architect a PERT/CPM Program for carrying out the work stage in the stipulated time for the approval of Architect/Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of the work in the stipulated time. A graph or chart on individual work shall be maintained, showing the proportionate progress of work week by week, a weekly progress report stating the number of skilled and unskilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the employer within 10 days in advance of all drawings and detailed required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labor, etc., accordingly.

Despite repeated instructions, if the Contractor fails to show proportionate progress of the work, the Architect/Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

14. LIQUIDATED DAMAGES

Should the work not be completed to the satisfaction of the Employer/Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as a penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

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 0.5% of the contract amount for each week beyond the date that the work remains incomplete, subject to a maximum of 5% of the contract value.

15. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Employer/Architects during the execution of the work and to his entire satisfaction.

All mandatory tests shall be carried out as per CPWD specifications. If required by the Employer/Architects, the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architects at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.

All the materials (except where otherwise described), stores, and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for import duties and other charges and must be the best of their kind available, and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. **Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer, and written approval from the Employer must be obtained prior to placement of order.** Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm, or neglect of the contractor shall be rectified by the contractor in an approved manner at no extra cost. Should the work be suspended by reason of rain, strike, lock-outs, or any other cause, the contractor shall take all precautions necessary for the protection of work, and at his own expense shall make good any damage arising from any of these causes. The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution

of the work, whether by himself or special tradesmen or subcontractor, and any damage caused must be made good by the contractor at his own expenses. Contractor should take all precautions to safeguard the flooring and if any damages to the flooring should be rectified by the contractor in the same quality at his own cost.

16. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order, the Employer shall have the power to employ and pay other agencies to carry out the work, and all expenses consequent thereon or incidental thereto as certified by the Employer/Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate shall relieve the contractor from his liability in respect of unsound work or bad materials.

17. SITE ENGINEER

The Employer may appoint a Site Engineer or clerk of works who shall be the representative of the Employer. The duties of the Employer's representative are to watch and supervise the works and to test any materials to be used or 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 the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have the power to revoke, alter, enlarge, or relax the requirements of this Contract or to sanction any day-work, additions, alterations, deviations, or omissions unless such authority may be specially conferred by a written order of the Employer. The Employer's Representative shall have to give notice to the Contractor or his foremen about the non-approval of any work or materials, and such works shall be suspended or the use of such material should be discontinued until the decision of the employer/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 defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this cause, the Contractor shall take instruction from the Architect /Employer.

18. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for the execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The contractor shall not employ labor below the age of sixteen years and who is not an Indian National. Any laborer supplied by the contractor to be engaged on the work on a day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

LOCAL LAWS, ACTS, REGULATIONS

The contractor should abide by the central labor regulation and also shall strictly adhere to all prevailing labor laws inclusive of contract labor (Regulation and abolition act of 1970) and other safety regulations. The agency shall comply with the provision of all labor legislation including the latest requirements of all the acts, laws, any other regulations that are applicable to the execution of the tests.

- Minimum wages act, 1948 (Amended)
- Payment of wages act, 1936 (Amended)
- Workmen's compensation act 1923 (Amended)
- Contract labor Regulation and Abolition act 1970 and Central rules 1971 (Amended)
- Chief Labour Commissioner (C), Ministry of Labor & Employment vide Gazette notification No.F.No.1/13(3)/2017-LS-II dated 20th April 2017 on minimum wages
- Apprentice act 1961 (Amended)
- Industrial employment (Standing order) Act 1946 (Amended)
- Personal injuries (compensation insurance) Act 1963 and other modifications
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Shop and Establishment Act
- Employer's Liability Act.
- Any other Act or enactment thereof and rules framed thereunder from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen. The contractor shall comply at his own cost with the order for the requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's laborers are housed or accommodated, for the prevention of smallpox, cholera, plague, typhoid, malaria, and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged in the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent a nuisance of any kind on the works or the lands adjoining the same. The contractor shall arrange to provide first aid treatment to the laborers engaged in the works. He shall within 24 hours of the occurrence of any accident at or about the site or

in connection with the execution of the works report such accident to the Employer and also to the competent Authority where such report is required by law.

19. DISMISSAL OF WORKMEN

The contractor shall, on the request of the Employer, immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer is unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officers or employees.

20. ASSIGNMENT

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

21. INSURANCE & DAMAGE TO PERSONS AND PROPERTY, ETC.

The contractors under the terms of the contract are required to keep the works duly insured under CAR Policy (Contractor All Risk Policy) as well as third Party Insurance for the value of 110% of the Project value or Tender value until the Completion of the project or handing over whichever is later. The insurance policies should be taken in the joint names by the contractors and the same should be renewed at an appropriate time. The contractor shall be responsible for all injury to the work or workmen to persons, animals, or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any subcontractor or of any of his or a subcontractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to the person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts on compensation or damage consequent upon such claim. The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect must be effected jointly in the name of the Employer and contractor and the policy lodged with the Employer. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor

shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence, or defective carrying out of this contract. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

22. MEASUREMENTS:

Before taking any measurement of any work, the Site Engineer or employer's representative shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer or by the subordinate deputed by him, as the case may be, it is final and binding on the contractor, and the contractor shall have no right to dispute the same. The Employer/Architect shall issue a certificate after due scrutiny of the contractor's bill, stating the amount due to the contractor from the Employer, and the contractor shall be entitled to payment thereof within the period of honoring certificates named in these documents.

23. PAYMENTS:

All bills shall be prepared by the contractor in the form prescribed by the Employer's/Architects. Normally, one interim bill shall be prepared each month subject to a minimum value as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in the M-book in support of the qualities of work done and must show deductions for all previous payments, retention money, etc. The Architect shall issue a certificate after due scrutiny of the contractor's bill, stating the amount due to the contractor from the Employer, and the contractor shall be entitled to payment thereof within the period of honoring certificates named in these documents. The Employer will deduct IT, other applicable taxes if any (but GST is reimbursable), and retention money as described in this document. The refund of retention money will be made as specified. If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work. All interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed. It shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected. It shall not be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim. Nor shall it conclude, determine, or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of the certificate of completion, and payment shall be made within one month from the date of receipt of the bill.

Final Payment:

The final bill shall be accompanied by a certificate of completion from the Architects. Payments of the final bill shall be made after deduction of Retention Money as specified, which shall be refunded after

the completion of the Defects Liability Period, after receiving the Branch Manager/Engineer's certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

24. VARIATION/DEVIATION:

The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. The Employer/Architect can increase or decrease any quantities to any extent or even delete a particular item as per the site requirements, and the contractor shall not be paid anything extra on this account. Nothing extra will be paid by the Bank on account of omission/deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per the standard method of rate analysis based on the prevalent fair price of labor, material, and other components as required, with 15% towards the contractor's profit and overheads.

25. SUBSTITUTION:

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "Other approved," etc. The specific approval of the Employer/Architect has to be obtained in writing.

26. CLEARING SITE ON COMPLETION:

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

27. DEFECTS AFTER COMPLETION:

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within 12 months after completion of the work. In the default, the Employer may employ and pay other persons to amend and make good such damages, losses, and expenses. Consequent thereon or incidental thereto shall be made good and borne by the contractor, and such damages, loss, and expenses shall be recoverable from him by the Employer or may be deducted by the employer. In lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work, and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained (retention money) together with any expenses the Employer may have incurred in connection therewith.

28. CONCEALED WORK:

The contractor shall give due notice to the Employer/Architects whenever any work is to be covered up or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected, and

correct dimensions taken before such covering. In default whereof the same shall, at the opinion of the Employer/Architect, be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architects shall be accepted as correct and binding on the contractor.

29. IDLE LABOUR:

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

30. SUSPENSION OF WORKS:

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer, 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, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given to proceed with the works as therein prescribed, the employer may proceed as provided in clause 31 (Termination of Contract by Employer).

31. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor, being a company, goes into liquidation, whether voluntary or compulsory, or being a firm shall be dissolved, or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number, or amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor 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, charge or encumber this contract or any payments due or which may become due to the contractor thereunder, or shall neglect or fail to observe and perform all or any of the acts, matters, or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in the manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall, in the opinion of the employer, not exercise such due diligence and make such progress as would enable the work to be completed within the due time agreed upon and shall fail to proceed to the satisfaction of the employer after three clear days' notice requiring the contractor so to do shall have been given to the contractor as

hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the employer or the obligations and liabilities of the contractor, the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the employer or his agent or servants, may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam, and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to remove his surplus materials after receipt by him the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

32. ARBITRATION:

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 effect thereof or the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall, after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned, be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators:

- a) Retired High Court/Supreme Court judge who have experience in handling Arbitration Cases.
- b) Member of Council of Arbitrators
- c) Fellow of the Institution of Engineers
- d) Eminent Retired Chief Engineer from State/Central PWD/Public sector undertaking of good reputation and integrity
- e) Fellow of Indian Institute of Architects

The contractor shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer 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 Competent Authority shall make the selection and appoint the selected person as the Sole

Arbitrator. If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt 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 Employer. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. 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. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award. 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 award of the Arbitrator shall be final and binding on the both the parties. Subject to aforesaid the provisions of the Arbitration Act. 1992 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause. The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

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/Employer, and in accordance with such written instructions, directions and explanations as may from time to time be given by the Employer/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 or reasonably to be inferred from the contract he shall before proceeding with such work, give notice in writing to this effect to employer/Architect, and in the event of the employer/Architect's agreement 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 not there is an extra, then, if the Employer/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 drawings shall be taken as in itself an order for variation unless, in addition to the employer/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 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 specification and schedule 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 times have access to the same and shall be returned 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 must thoroughly check all drawings, specifications, and the schedule of quantities. Any unclear or uncertain points must be clarified with the Employer/Architect, and no claims for damages or compensation will be entertained on this account.

3. EXECUTION OF WORK (PRICES TO INCLUDE):

The entire work described in the contract, including the schedule of quantities, specifications, and all relevant drawings, is to be carried out to the satisfaction of the Employer/Architect. Rates quoted in the tender should include all charges for labor, maintenance, fixing, carrying, cleaning, making good,

hauling, watering, etc. Additionally, rates should cover plant, machinery, scaffolding, framework, ladders, ropes, nails, spikes, tools, materials, workmanship, protection from weather, shuttering, temporary supports, platform maintenance, and removal of existing furniture and material.

4. SITE SUPERVISION:

The contractor shall appoint, at his own cost, competent and adequate qualified Engineers at the site for joint measurements, preparation of bills, testing materials, and general supervision. The appointment must be approved by the Employer/Architect, and these site Engineers shall not be removed without written consent from the Employer/Architect.

5. DIMENSIONS:

Figures, dimensions, and scaled sizes are to be accepted as per scaled sizes. In case of discrepancies, the contractor must seek clarification before proceeding with the work. Any work executed without prior clarification may be rejected and will not be paid for.

6. PROGRAMME OF WORKS:

The contractor is required to prepare and submit CPM/PERT charts for employer approval immediately after the issue of the work order. Approved charts must be displayed at the site office, and the contractor shall strictly adhere to the program of works as per the approved charts.

7. PROCUREMENT OF MATERIALS:

The contractor is responsible for procuring all materials from the open market, ensuring they conform to relevant standards. The acceptance of the completion date by the contractor implies consideration of material availability at the site. The contractor must obtain approval for all materials before procurement.

8. UNFIXED MATERIALS:

Once materials are placed at the site, they cannot be removed without the written authority of the Employer/Architect, except for use in the works. Once payment is received for any certificate, materials become the property of the Employer, and the contractor is liable for any loss or damage.

9. CUSTODY AND SECURITY OF MATERIALS:

The contractor is responsible for the custody and security of all materials and equipment at the site, providing full-time watchmen for this purpose.

10. RATES:

Rates quoted by the contractor shall apply to all work carried out to any height and depth as shown in detailed drawings and as required and directed by the Architect. These rates shall also apply to any small work at any place on the site.

11. PRICES FOR EXTRAS, ETC., ASCERTAINMENT:

a) The rates for extra items will be derived from the rates of items already quoted in the original tender for the extra work.

b) When extra work cannot be properly measured or valued, the contractor shall be allowed work prices at the net rates stated in the tender or the priced schedule of quantities. Vouchers specifying daily time, workmen's names, and materials must be provided.

c) Measurements and valuations for extra items shall be completed within the period of final measurement or within three months of the completion of the contract works.

12. EXTRA ITEMS RATES:

The work of extra items shall commence only after approval of extra item rates by the client/Architect. Rates for additional or extra items of work, not derivable from the contract item rates, shall be calculated based on actual cost plus 15% for profit and overheads.

13. DRAWINGS AND INSTRUCTIONS:

The contractor shall be provided with a set of major drawings along with the contract documents. Any additional clarifications or drawings required by the contractor must be requested in writing. Working details will be provided to the contractor as needed, and a minimum ten-day notice is required for additional drawings.

14. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT/EMPLOYER'S INSTRUCTIONS:

If the contractor, after receiving written notice from the employer/architect, fails to comply with further drawings and/or instructions within seven days, the Employer/Architect may employ and pay others to execute necessary work. All costs incurred will be recoverable from the contractor or deducted from any money due to the contractor.

15. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The contractor must furnish the Employer/Architect with detailed industrial statistics regarding the labor employed, the Power of Attorney, the name and signature of the authorized representative in charge of the execution of work, the list of technically qualified persons employed, total quantity and quality of materials used, and the list of plant and machinery employed for the work.

16. ARCHITECT'S DELAY IN PROGRESS:

The Architect may delay the progress of the works due to weather or other reasons, granting extensions of time with the employer's approval. The contractor shall not make any claims for compensation or damages due to such delays.

17. FORCE MAJEURE:

Neither party shall be held responsible for breaches attributable to any 'Act of God,' Act of state, lockout, or other reasons beyond their control. Such force majeure conditions shall not be considered breaches of this Agreement.

18. INCOME-TAX & GST:

Income Tax and GST shall be deducted at source by the client from the contractor's interim and final bill payments as per statutory regulations.

19. SITE MEETINGS:

A senior representative of the contractor shall attend weekly site meetings and additional meetings arranged by the employer/Architect to discuss progress, address issues, and ensure timely completion of the work.

20. SCHEDULE OF APPROXIMATE QUANTITIES AND RATE:

1. Quantities given are approximate and subject to alterations, omissions, deductions, or additions as provided for in the contract conditions.
2. Measured work is to be taken net according to actual quantities and costs calculated at respective prices. If any specified operation is not executed, rates shall be re-fixed proportionately.

21. ACTION WHERE THERE IS NO SPECIFICATION:

In cases where there is no specification mentioned for a class of work, the contractor shall carry out the work in accordance with Indian Standards Specifications, subject to the approval of the Employer/Architect.

22. ACCIDENT AT SITE:

The contractor is responsible for the safety of persons employed on the works. Safety precautions detailed in the safety code must be followed, without prejudice to the responsibility under the Insurance Clause.

23. TYPOGRAPHICAL CLERICAL ERRORS:

Clarifications regarding partially omitted particulars or typographical or clerical errors by the Employer/Architect shall be final and binding on the contractor.

24. WORK PERFORMED AT CONTRACTOR'S RISK:

The contractor shall be responsible for the safety of the work and must maintain necessary protections. All work shall be done at the contractor's risk, and any loss or damage shall be promptly replaced or repaired by the contractor at no expense to the employer. The contractor is also responsible for any loss or damage to materials, tools, or other articles used for the work. The work shall be carried on to completion without interference with existing machinery or equipment.

25. SPECIAL CONDITIONS OF CONTRACT:

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

26. CONTRACTOR'S LABOUR REGULATIONS:

Short title:

1. These regulations may be called the "Contractor Labour Regulations."

2. Definitions:

- "Labour" means a worker employed by the bank's contractor directly or indirectly through a sub-contractor, other persons, or by an agent on his behalf for a payment not exceeding Rs. /- per month and will not include supervisory staff like overseers, etc.

- "Fair wages" means wages, whether for time or piecework, notified at the time of inviting tenders for the work and where such wages are prescribed by the government of India in the ministry of labour and employment vide Sl.No. 1917 published in the gazette of India, extraordinary part - ii section (3) sub-section (ii) dated 19-5-1969.

- "Contractors" shall include every person, whether a sub-contractor, headman, or agent employing labour on the work taken on a contract.

- "Wages" shall have the same meaning as defined in the Payment of Wages Act and include time and piece rate wages.

2. Working Hours:

a. Normally working hours for an adult employee should not exceed 9 hours a day, and in the case of a child 4 1/2 hours a day. The working day shall be so arranged that, inclusive of intervals for rest, if any, it shall not spread over more than 12 hours on any day.

b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra.

c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of minimum wages (central) rules, 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act, 1948, or not.

3. Display of Notice Regarding Wage:

a. Before commencing his work on contract, the contractor shall display, correctly maintain, and continue to display correctly maintain in a clean, legible condition in conspicuous places on the work, notice in English and in the local Indian language spoken by the majority of workers, giving the rate of wages which has been certified by the executive engineer, ZONAL labour commissioner fair as wages and the hours of work for which such wages are earned, and

b. Send a copy of such notices to the certifying officer.

4. Payment of Wages under Central Govt. Wages Act:

i. Wages due to every worker shall be paid to him directly.

ii. All wages shall be paid in current coin or currency or in both.

iii. Arrears claimed after 3 months after the completion of the work shall not be entertained.

5. Fixation of Wage Periods:

i. The contractor shall fix the wage periods in respect of which the wages shall be payable. The minimum daily rates of wages fixed under the notification of the government of India in the ministry of labour and employment no. 1972 dated 10-5-78 are inclusive of wages for weekly day of rest, and the question of extra payment for a week's holiday would not arise.

- ii. No wage period shall exceed one month.
- iii. Wages of every employed on the contract shall be paid (a) in the case of establishments in which the wage period is one week within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wages period according to the number of workers employed in such establishments does not exceed 1000 or exceeds 1000.
- iv. When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day exceeding the one on which his employment is terminated.
- v. All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case the final payment shall be made within 48 hours of the last working day at the worksite and during working time.

Note: The term "working day" means a day on which work on which the labor employed is in progress.

6. Wage Book and Wage Slips, etc.:

The contractor shall maintain a wage book of each worker in such a form as may be convenient at the place of work, but the same shall include the following particulars:

- a. Name of the worker.
- b. Rate of daily or monthly wages.
- c. Nature of work on which employed.
- d. Total number of days worked during each wage period.
- e. Dates and periods for which worked overtime.
- f. Gross wages payable for the work during each wage period.
- g. All deductions made from the wage with an indication in each case of the ground for which the deduction is made.
- h. Wages actually paid for each wage period.
- i. Signature or thumb impression of the worker.
- j. The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- k. The contractor shall issue the employment card in the prescribed form iii to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer, the contractor shall merely endorse that employment card with relevant entries. On termination of employment, the employment card shall again be endorsed by the contractor and returned to the worker.
- l. The contractor shall issue an attendance-cum-wages card as perform: Attached to each worker on the day of each worker on entry into his employment.

7. Register of Unpaid Wages:

The contractor shall maintain a register of unpaid wages in such form as maybe convenient at the place of work, but the same shall include the following particulars:

- a. Full particulars of the laborers where wages have not been paid.
- b. Reference number of the muster roll and wage register.
- c. Rate of wages.

- d. Wage period.
- e. Total amount not paid.
- f. Reasons for not making payment.
- g. How the amount of unpaid wages was utilized.
- h. Acquaintance with dates.

8. Register of Accidents:

The contractor shall maintain a register of accidents in such form as may be convenient at the workplace, but the same shall include the following particulars:

- a. Full particulars of the laborers who met with an accident.
- b. Rate of wages.
- c. Sex.
- d. Age.
- e. Nature of the accident and the cause of the accident.
- f. Time and date of the accident.
- g. Date and time when admitted to the hospital.
- h. Date of discharge from the hospital.
- i. Period of treatment and result of treatment.
- j. Percentage of loss of earning capacity and disability as assessed by the medical officer.
- k. Claim required to be paid under the Worker's Compensation Act.
- l. Date of payment of compensation.
- m. Amount paid with details of persons to whom the same was paid.
- n. Authority by whom the compensation was assessed.
- o. Remarks.

9. Fines and Deductions which may be made from wages:

- i. The wages of a worker shall be paid to him without any deduction of any kind except the following:
 - (a) Fines.
 - (b) Deduction for absence from duty, i.e., from the place or places whereby terms of his employment he required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for the recovery of advances or for the adjustment of over-payment of wages; advances granted shall be entered in a register.
 - (e) Any other deduction which the central government may from time to time allow.
- ii. No fine should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the chief labor commissioner.
- iii. No fine shall be imposed on a worker, and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity to show cause against such fines or deductions.

iv. The total amount of fine that may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of wages payable to him in respect of that wage period.

v. No fine imposed on any worker shall be recovered from him by installment or after the expiry of sixty days from the date on which it was imposed.

vi. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

10. Register of Fines, etc.:

i. The contractor shall maintain a register of fines and a register of deduction for damage or loss in Form Nos. 1 & 2, respectively, which should be kept at the place of work.

ii. The contractor shall maintain both in English and the local Indian language a list approved by the chief labor commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place of the work.

11. Preservation of Registers:

The wage book, the wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 45 days after the date of the last entry made in them and shall be made available for inspection by the engineer-in-charge, labor welfare officer, or any other officer authorized by the chief labor commissioner in this behalf.

12. Powers of Labor Welfare Officer to Make Investigation or Enquiry:

The labor welfare officer or any other person authorized by the central government on their behalf shall have the power to make inquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

13. Report of Labor Welfare Officer:

The labor welfare officer or other persons authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the executive engineer concerned, indicating the extent, if any, to which the default has been committed, with a note that necessary deduction from the contractor's bill be made, and the wages and other dues be paid to the laborers concerned. In case an appeal is made by the contractor under clause 14 of these regulations, actual payment to the labors will be made by the executive engineer after the zonal labor commissioner has given his decision on such appeal.

- The executive engineer shall arrange payments to the labors concerned within 45 days from the receipt of the report from the labor welfare officer or the zonal labor commissioner, as the case may be.

14. Appeal against the Decision of Labor Welfare Officer:

Any person aggrieved by the decision and recommendations of the labor welfare officer or another person so authorized may appeal against such a decision to the zonal labor commissioner concerned within 30 days from the date of the decision, forwarding simultaneously a copy of his appeal to the

executive engineer concerned, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. Prohibition regarding Representation through Lawyer:

(a) A workman shall be entitled to be represented in any investigation or inquiry under these regulations by:

(a) An officer of a registered trade union of which he is a member.

(b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

(c) Where the employee is not a member of any registered trade union, by any officer of a registered union, connected with, or by any other workman, employed in the industry in which the worker is employed.

(b) An employer shall be entitled to be represented in any investigation or inquiry under these regulations by;

(a) An officer of any association of employers of which he is a member.

(b) An officer of a federation of associations of employers to which the Association referred to in clause (a) is affiliated.

(c) Where the employer is not a member of any association of employers, by an officer of an association of employers connected with or by any other employer, engaged in the industry in which the employer is engaged.

(c) No party shall be entitled to be represented by a legal practitioner in any investigation or inquiry under these regulations.

16. Inspection of Books and Slips:

The contractor shall allow inspection of the wage books and the wage slips, the register of unpaid wages, the register of accidents, and the register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the labor welfare officer or any other person authorized by the central government on his behalf.

17. Submission of Returns:

The contractor shall submit periodical returns as may be specified from time to time.

Amendment:

The central government may from time to time add to or amend the regulation, and on any question as to the application, interpretation, or effect of these regulations, the decision of the chief labor commissioner or deputy chief

labor commissioner to the government of India or any other person authorized by the central government in that behalf shall be final.

Safety Code - Scaffolds:

i. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction, except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder, and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder, and the ladder shall be given an inclination not steeper than 1/4 to 1(1/4) horizontal and 1 vertical.

ii. Scaffolding or staging more than 4m. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced, and otherwise secured at least 3 feet high above the floor or platform of such scaffoldings or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii. Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 12 feet above the ground level or the floor level. They should be closely boarded, should have adequate width, and should be suitably fastened, as described in (ii) above.

(iv) Every opening in the floor of a building or on a working platform should be equipped with suitable means to prevent the fall of persons or materials. This can be achieved by providing appropriate fencing or railing, with a minimum height of 3'0". Open excavations in the ground must also be fenced off using suitable railing, and danger signals should be installed at night to prevent individuals from inadvertently entering the excavations.

(v) Safe means of access must be provided to all working platforms and working areas. Each ladder must be securely fixed. Portable single ladders should not exceed a length of 9m. The width between sides rails in rung ladders should never be less than 290mm for ladders up to and including 3m in length. For longer ladders, this width should be increased by at least 20mm for each additional meter in length.

(vi) A sketch of the proposed ladders and scaffolds to be used should be prepared, and approval from the engineer must be obtained before construction begins.

Other safety measures:

(vii) All personnel of the contractor working within the plant site must be provided with safety helmets. Welders must wear welding goggles during welding work, and metal workers should be equipped with safety gloves. Individuals engaged in metal cutting and grinding activities must wear safety glasses.

(viii) Adequate precautions must be taken to prevent danger from electrical equipment. Materials on any of the work sites must not be stacked or placed in a manner that poses danger or inconvenience to any person or the public.

FORM OF AGREEMENT

ARTICLES OF AGREEMENT

Made this ___ day of ___ year 202_, between the REGIONAL MANAGER, SBI (hereinafter referred to as the "Employer/Owner/Client," which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of the ONE PART and ___ (hereinafter referred to as the "Contractor," unless excluded by or repugnant to the context, including its successors and assigns) of the OTHER PART.

WHEREAS, the Employer intends to carry out (PROPOSED INTERIOR AND FURNISHING WORKS FOR SHIV NAGAR BRANCH AT UDHAMPUR, J&K) hereinafter referred to as the "Project."

AND WHEREAS, for the purpose of the above said project, the Employer invited sealed tenders from experienced, resourceful, and bona fide contractors vide his Notice Inviting Tender (NO. dated ___).

WHEREAS, the contractor submitted his Tender Documents containing Notice Inviting Tender, General notes, General Conditions of Contract, Special conditions, Schedule of approximate quantities and rates, Form of Agreement, General Specification, Approved manufacturers/natural source of materials, Declaration, Technical Specifications as in the Schedule of Quantities, etc., for the above said project (hereinafter collectively referred to as the "said conditions"), duly signed on each page as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.

AND WHEREAS, out of the tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS, the Employer has accordingly issued the work order (NO. dt. ___) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS, the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO. dt. ___ and has also deposited with the Employer a sum of Rs. ___, which with the Earnest Money of Rs. ___, forms the requisite Security Deposit at 2% of the accepted Tender Value of Rs. ___.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents:

The following documents shall constitute the Contract Documents.

I. This Article of Agreement.

II. Tender Document submitted by the Contractor, including the "said conditions," N.I.T, and Schedule of quantity.

III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T to the date of issue of the work order.

IV. Work order No. dt. ____.

2) In consideration of the payments to be made to the Contractor as hereinafter provided, the Contractor shall, upon and subject to the said conditions, execute and complete the contracted project works shown upon the said drawings, etc., and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what is stated in the N.I.T conditions of Tendering, Conditions of Contract herein stated before, the Employer reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or having portions of the same carried out departmentally or otherwise. Such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned in Article 1 above, the "said conditions" shall be read and be treated as forming part of this agreement, and parties hereto will respectively be bound thereby and abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to arbitration in a manner specified in the General Conditions of the Contract, and all legal disputes shall be limited within the territorial jurisdiction of REGION-5, MOULANA AZAD ROAD UDHAMPUR, J&K. The decision of the arbitration shall be final and binding on both parties.

IN WITNESS WHEREOF, THE PARTIES to their present have hereunder set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of State Bank of India, Shri. ____ its duly authorized official, In the presence of:

1. (Name and Address)
2. (Name and Address)

Signed and delivered for and on behalf of The Contractor by Shri _____ his duly authorized official, in the presence of:

1. (Name and Address)
2. (Name and Address)

THE REGIONAL MANAGER, SBI

READ, UNDERSTOOD AND ACCEPTED

SIGNATURE OF THE CONTRACTOR WITH SEAL DATE

DECLARATION

**TO THE REGIONAL MANAGER
STATE BANK OF INDIA
REGIONAL BUSINESS OFFICE REGION-5, JAMMU**

NAME OF THE WORK: PROPOSED INTERIOR AND FURNISHING WORKS FOR SHIV NAGAR BRANCH AT UDHAMPUR, J & K.

I/We have inspected the site of works and have familiarized myself/ourselves with the local conditions in and around the sites of works. I/We hereby declare that I/We have thoroughly reviewed the conditions specified in the Notice Inviting Tender, Conditions of Contract, Technical Specifications, Bill of Quantities, approved makes, and understood the same. Based on these, I/We have quoted our rates in the Schedule of Quantities attached to the tender documents.

We accept all the terms and conditions of the tender documents. We will comply with the technical specifications mentioned in the tender. We hereby undertake to use only the specified material/make as per the tender schedule.

For any deviation (to any of the above or subsequent instructions), it will be my/our responsibility to obtain written instructions from the Engineer-in-charge. Failing to do so shall be deemed that I have carried out any such deviations at my own risk. I shall be duty-bound to replace all deviated material/works from the site at my/our cost, and I shall be liable to be penalized by the employer as deemed fit. For all such losses incurred, I/we shall not have any right to arbitrate in any manner.

I/We shall also maintain a uniform progress as directed by the Employer/Architect to ensure completion within the target date mentioned in the tender document.

Witness

Signature of Tenderer

Address _____

Date: _____

SCHEDULE OF APPROXIMATE QUANTITIES AND RATES

I. The quantities provided herein are the basis for the lump sum cost of the work. They are subject to alterations, omissions, deductions, or additions as specified in the conditions of this contract. These quantities do not necessarily reflect the actual quantities of the work to be done. The unit rates noted below govern the payment of extras or deductions for omissions, in accordance with the conditions of the contract outlined in the preliminary specifications of the Bank, detailed standard specifications, and other conditions or specifications of this contract.

II. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be directed from time to time by the Architects. The cost will be calculated by measurements or weight at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for work on-site and complete in every respect.

III. If any operation or work specified in the respective items mentioned in the schedule of quantities is not executed by the contractor, then proportionately the rate quoted in the schedule shall be re-fixed.

SIGNATURE OF THE CONTRACTOR WITH DATE

SAMPLE BUSINESS RULES DOCUMENT

BUISNESS RULE DOCUMENT OF ONLINE E-REVERSE AUCTION FOR TENDERS FOR INTERIOR & FURNISHING WORKS OF SBI, SHIV NAGAR BRANCH AT UDHAMPUR,J & K

BUYER NAME	STATE BANK OF INDIA
AUCTION TO BE CONDUCTED BY	M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Phone: +91 79 61200 Auction Website: https://etender.sbi
DATE & TIME OF AUCTION (Date and Time of E-reverse auction to be intimated after opening of technical bid)	Online Auction Date : To be advised later Auction Time : One hour (With 6 extensions of 5 min each)
DOCUMENTS ATTACHED	(A) Business rules for Reverse Auction (B) terms & conditions of Reverse Auction (C) Annexure - I (D) Process Compliance Statement (Annexure II) (E) Price Confirmation Letter (Annexure III)
SPECIAL INSTRUCTIONS	<u>Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor SBI will be responsible for any lapses / failure on the part of the Contractor/ Vendor, in such cases</u>

Important Note: As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for an eProcurement application is generated on a new algorithm, SHA2. Also, the Digital Signature Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant.

For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 or applicable version to be installed in their respective PC / Laptop. In case of Windows XP service pack 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.auctiontiger.net just below the label of "Download".

(A) Business rules for Reverse Auction:

1. Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, SBI may resort to "REVERSE AUCTION PROCEDURE" i.e. ON-LINE BIDDING on INTERNET.
2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
3. SBI will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
4. SBI will inform the Contractor/ Vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
6. Contractor/ Vendors have to send the mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the Contractor/ Vendor will not be eligible to participate in the event.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to mail the duly signed filled-in prescribed format as provided on case-to-case basis to SBI through service provider within 24 hours of auction without fail.
10. In case SBI decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with SBI shall be opened as per SBI standard practice.
11. **The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

(B) Terms & conditions of Reverse Auction:

SBI shall finalize the procurement of the item against this Tender through reverse auction mode. SBI has made arrangement with M/s. e-Procurement Technologies Ltd, Ahmedabad (ETL) who shall be SBI's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized Reverse auction shall be conducted by SBI, on pre-specified date, while the Contractor/ Vendors shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractor/ Vendors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back –up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of Contractor/ Vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this the time for the auction cannot be extended and SBI is not responsible for such eventualities.
2. ETL shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the Reverse Auction. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online Auction.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by State Bank of India.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. At the end of the reverse auction, bidder has to provide the price confirmation letter & a detail break up for his lowest offer within 24 hour of closing of auction as per the Annexure III & IV respectively.
7. Procedure of Reverse Auction:
 - i. **Online English Reverse (no ties) Auction {Reverse Auction}:**
 - **OPENING PRICE & BID DECREMENT AMOUNT:** SBI will declare its Opening Price (OP), which shall be visible to the all Contractor/ Vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse

auction, from the start price itself. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by **multiples of the decrement value**.

- The bid decrement amount shall be specified by SBI.
 - **DURATION OF AUCTION: English Reverse (no ties) shall be for a period of half an hour.** If a bidder places a Bid in the last 5 minutes of Closing of the Auction, the auction shall get extended automatically for another 5 minutes. In case, there is no Bid in the last 5 minutes of closing of Auction, the Auction shall get closed automatically without any extension. Please note that if there are more than one item in a single auction, the auto-extension will be applicable to the entire event i.e. whenever a bidder places an acceptable bid in the last 5 minutes of the closing of the auction, the auction shall get extended automatically for another 5 minutes from the time of this bid for all the items in the auction. **There are 6 extensions of 5 Min. each.** However, Contractor/ Vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
8. Successful Contractor/ Vendor shall be required to submit the final prices, quoted during the English Reverse (no ties) exactly in the format issued by SBI/Service provider after the completion of Auction to SBI, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
 9. During English Reverse (no ties), if no bid is received within the specified time, SBI, at its discretion, may decide to revise Opening price / scrap the reverse auction process / proceed with conventional mode of tendering.
 10. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price. Should you back out and not supply as per the rates quoted, SBI shall take action as appropriate.
 11. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 12. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse – No ties Auction:
 - b. Leading Bid in the Auction
 - c. Bid Placed by you
 - d. Auction Opening Price & bid decrement amount
 - e. Your rank in the auction

13. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, SBI and / or ETL shall take action as appropriate.
14. LOWEST BID OF A BIDDER: In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
15. At the end of the Reverse Auction, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
16. SBI shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
17. SBI/ETL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
18. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
19. You are required to submit your acceptance to the terms / conditions / modality given above before participating in the reverse auction.
20. **AUCTION TYPE: 1) English Reverse No Ties Auction**
21. AUCTION WINNER: At the end of the Reverse Auction, SBI will evaluate all the bids submitted and will decide upon the winner.
22. OTHER TERMS & CONDITIONS:
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - SBI's decision on award of Contract shall be final and binding on all the Bidders.
 - SBI along with ETL can decide to extend, reschedule or cancel any Auction. Any changes made by SBI and / or ETL, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - ETL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc. N.B.
 - All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed to M/s e-Procurement Technologies Ltd, Ahmedabad.

- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

(C) ANNEXURE- I

The List of Items to be procured along with the Quantities and the Auction Start Time & lose Time is as follows:

ITEM DESCRIPTION: XYZ

Item	Quantity	Opening Prices in Rs	Bid Decrement in Rs	Opening Time	Closing Time
<u>XYZ</u>	Package	Will be displayed On Auction screen	Will be displayed On Auction screen	As above	As above

PROCESS TO DECIDE THE WINNER I.E. L-1 BIDDER:

The following example will clarify the process to be followed in the proposed reverse auction to decide the winner i.e. L-1:

Illustrative Example:

- The Indicative Price Bids shall be submitted by the various bidders in the following format:

S. No.	Item description	Quantity	Unit	Rate Per Unit (in Rupees) *	Amount (In Rupees) *
(1)	(2)	(3)	(4)	(5)	(6)
1	ABC	6	Sq. mt.	100.00	600.00
2	EFG	1	Sq. mt.	50.00	50.00
3	HIJK	2	Sq. mt.	75.00	150.00
4	MNOP	3	Sq. mt.	100.00	300.00
Total Tender amount (sum of Items 1 to 4) denoted by (A)					1100.00

* The prices and amount mentioned in the above table are only meant for "Illustration" and the same has no relevance to the actual Item-wise Indicative Price Bid required to be quoted by the bidders.

The SBI shall decide, within its sole discretion, value lower than the estimated amount as "Start Bid Price" and all the price bids (Indicative bids) submitted by the vendors are kept sealed till the event of e-reverse auction. At the end of reverse auction process, the lowest Bidder (L1) will be selected on the basis of Total Price, including taxes.

- At the end of the reverse auction process, suppose the winner (L-1 bidder) offer their final quote against "A" (i.e. Algebraic sum under Column no. 6 in the above table) as Rs, 950.00 (denoted by "B" hereinafter), the K-Factor shall be determined as under:

$$K = (B \div A) \text{ i.e. } (950 \div 1100) = 0.864$$

- The Final Items-wise rates of the L-1 bidder shall be evaluated by multiplying their Item-wise quoted rates in the Indicative Price Bid by the Factor "K" calculated as above (i.e. proportionately reducing Indicative quote for all the tender items). Accordingly, in the above illustration, the final prices of the winner shall be evaluated as under:

S.No.	Item description	Quantity	Unit	Rate Per Unit quoted in Indicative Price Bid (in Rupees)*	Factor "K"	Final Per Unit Rate (In Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (5)x(6)
1	ABC	6	Sq. mt.	600.00	0.864	518.18
2	EFG	1	Sq. mt.	50.00	0.864	43.18
3	HIJK	2	Sq. mt.	150.00	0.864	129.55
4	MNOP	3	Sq. mt.	300.00	0.864	259.09
Total amount worked out after e-reverse auction						950.00

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,

E-Procurement Technologies Ltd. (Auction Tiger)

B-704 Wall Street - II,

Opp. Orient Club,

Nr. Gujarat College, Ahmedabad - 380 006.

Gujarat State, India

Sub: Agreement To The Process Related Terms And Conditions For Online Reverse

Auction for Tenders for Interior& Furnishing Works Of SBI, SHIV NAGAR BRANCH,UDHAMPUR,J & K

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document

This letter is to confirm that:

- 1)The undersigned is authorized representative of the company.
- 2)We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3)We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4)We confirm that SBI and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 5)**We also confirm that we have a valid digital signature certificate issued by avalid Certifying Authority.**
- 6)We also confirm that we will mail the price confirmation & break up of our quoted price within 24 hours of the completion of the reverse auction and the format as requested by SBI/ETL.
- 7)We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards,

Date:

Signature with company seal Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

(Scan it and send this Document to eptl)

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

To,
E-Procurement Technologies Ltd. (Auction Tiger)
B-704, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ahmedabad - 380 006.
Gujarat State, India

Sub: Final Price Quoted During Reverse Auction for Tenders Interior &Furnishing Works of SBI, SHIV NAGAR BRANCH AT UDHAMPUR,J & K

Dear Sir,

We confirm that we have quoted.

Thanking you and looking forward to the valuable order from SBI.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

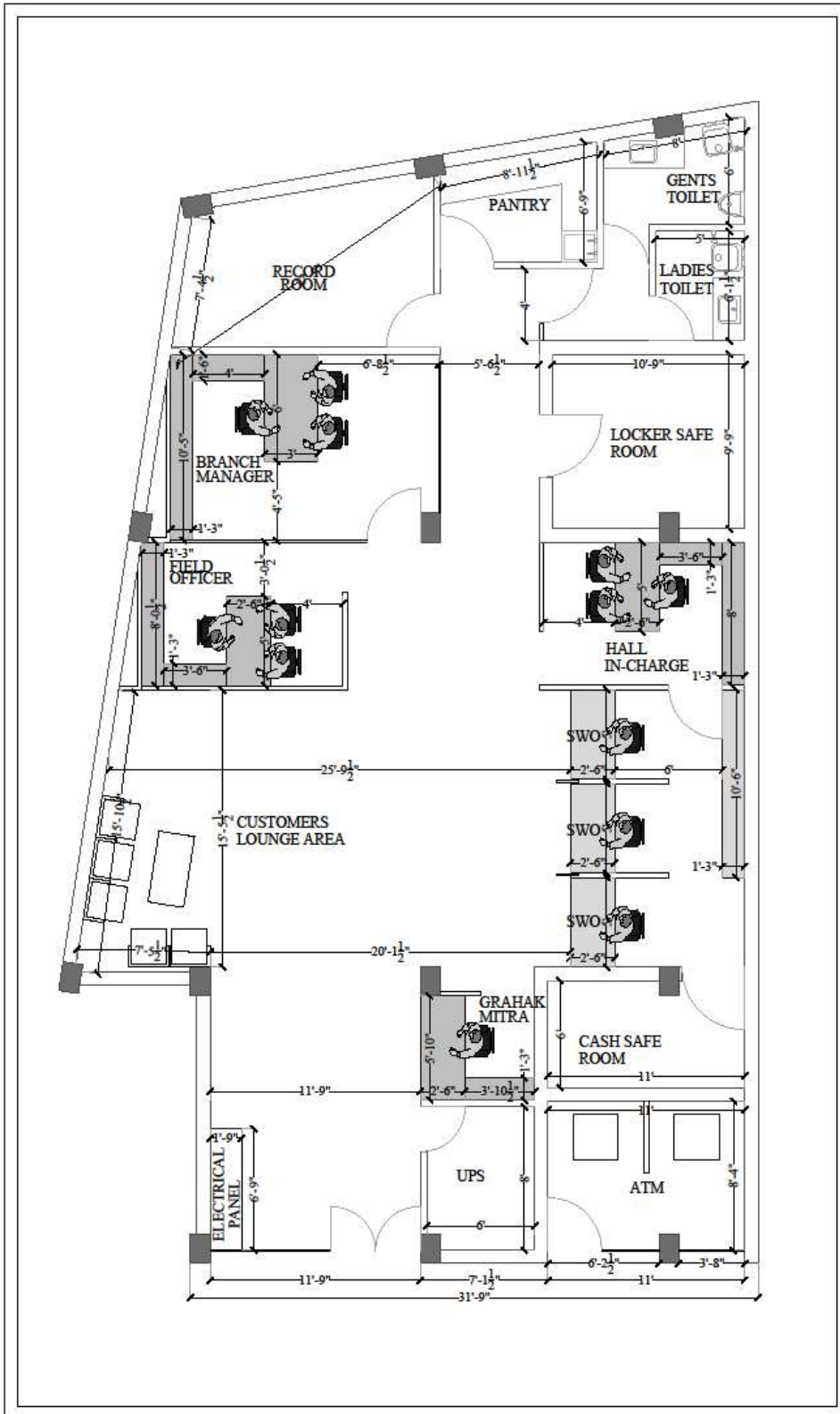
(Scan it and send this Document to eptl)

SPECIFICATIONS / BRANDS / MAKE OF ITEMS TO BE USED FOR INTERIOR AND FURNITURE WORKS.

1)	Glass 5mm, 8mm, 12mm	MODIGUARD / SAINT GOBAIN / ASAHI FLOAT / AIS
2)	Automated door accessories and fittings	Dorma/Boonadam/Kaba
3)	19mm th. ply	ISI marked
4)	6mm, 4mm th. Ply	ISI marked
5)	Laminate	1mm th. of CENTURY / SUNMICA / GREENLAM /KITLAM
6)	Glue for fixing ply/laminate	Fevicol (Pidilite)
7)	35 mm flush DOOR	ISI marked
8)	Toughened glass door handles	Stainless steel handle of Godrej /Dorset/ Ozone
9)	Multipurpose locks for drawers	GODREJ / DORSET/ OZONE
10)	Locks for doors	GODREJ NIGHT LATCH / GODREJ / DORSET/ OZONE/HARRISON/PLAZA
11)	Hydraulic Door closer /Floor Spring	GODREJ / EVERRITE / HYPER ISI Marked
12)	CPU Trolley / Telescopic Channels	EBCO /ZIPCO or equivalent
13)	Cupboard / Drawer handles	Stainless steel matt finish of ITALICA make or equivalent
14)	Gypsum board Ceiling System	INDIA GYPSUM
15)	Gypsum Board false Ceiling Sections	RONDO/BORAL/INDIA GYPSUM
16)	T-Grid Ceiling System	ARMSTRONG
17)	T-Grid Ceiling Sections	ARMSTRONG
18)	Aluminium Sections	HINDALCO
19)	Door Mat	LG / DUROTUFF

Note:

1. The specifications listed above are to be read in conjunction of the items listed in the bill of quantities in the tender document.
2. Samples of all items shall be approved by the Architect / Engineer before use.
3. Bank may ask for the bills / cash memo of various items purchased by the Contractor from the market, for its satisfaction.
4. Work will be carried out as per tender specifications / drawings and instructions of Architect / Bank's Engineer.
5. Branch Manager/Architect shall first physically check all the materials brought by the contractor at site, as per the make / brand mentioned above and then allow the Contractor to use the same for work.



PROPOSED INTERIORS FOR STATE BANK OF INDIA SHIV NAGAR UDHAMPUR BRANCH (J#K)

NOTES:
FLOOR AREA = 1993.5 SQ.FT.

TITLE: PROPOSED FLOOR PLAN

DRG NO.: ARCH/5BIL/

DATED:

DRAWN BY:

APPROVED BY:

DESIGNED BY: DUTTA AND DUTTA ASSOCIATES, B05B/2, MODERN COMPLEX, MANIMAJRA, CHANDIGARH. PH.: 9000321423 9000443423 0172-4670035

