

**TENDER DOCUMENT FOR PROPOSED
ELECTRICAL WORK AT
INDIAN BANK
SAHAKAR NAGAR BRANCH AND ATM, BANGALORE.**

DATE OF ISSUE: - 27/07/2022 TO 04/08/2022

TENDER SUBMISSION ON: - 04/08/2022 AT 3.30 P.M

TENDER OPENING:- 04/08/2022 AT 4.00 P.M

COMPLETION PERIOD – 30 Days



INDIAN BANK

Zonal office, Bangalore

4th Floor, 'Raheja Tower, Mahatma Gandhi Road, Bangalore-565001 Tel: 080-22958903/09



NOTICE OF INVITATION OF TENDER

Sealed tender on item rate/ estimated cost basis are invited from Panel Contractors (from state of Karnataka) having sound Technical and financial capacity for electrical Works to be carried out for Alternate Premises **at Indian Bank SAHAKAR NAGAR Branch and ATM, Bangalore**. Tender document may be downloaded from Banks website www.indianbank.in.

Earnest money Deposit	:Rs.6,000/- by crossed Demand draft/Banks Guarantee on a bank other than the clientele, dischargeable/payable at Bangalore and drawn in Favor of Indian Bank, Zonal office, Bangalore
Defects liability Period	:12 months from the date of certificate of final bill
Period of Completion	: 30 days from commencing of the work.
Time and date of submission	:Before 3.30 pm on 04-08-2022. As per instruction in the tender documents
Time and date of opening of Tender	: 4.00 pm on 04-08-2022

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.

Indian Bank
Zonal Office Bangalore
4th Floor ,Raheja Towers,
MG Road,Bangalore



GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERS

- 1) Tenders are hereby invited on behalf of **INDIAN BANK**, for carrying out **PROPOSED ELECTRICAL WORK AT SAHAKAR NAGAR BRANCH AND ATM, BANGALORE**.
- 2) Contract documents consisting of the complete specifications, the 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 tenders may be accepted, can be seen at the Zonal Office, Bangalore, Karnataka-560 001 between 9.15AM to 4.15 PM from Monday to Friday and between 9.15AM to 1.15 PM on Saturday except on Sunday and bank holidays.

Technical Specifications of the works shall be on par in equivalence to level as decided by us to specifications of such type of works prevalent in **CPWD**.

- 3) Tenders, should be placed in sealed cover, with name of the project written on the envelope will be received by **The Chief Manager, Zonal Office. M, G, Road, Raheja Towers, 4th Floor Bangalore, Karnataka-560-001 on 04-08-2022 before 03.30pm** and will be opened by Tender opening Committee In zonal office, Bangalore on same day if convenient.
- 4) The time allowed for the commencing the work will be 7 days from the date of written order from the Bank and for completion of works will be 30 days from the day of commencement.
- 5) The contractors should quote in figures as well as in words, the rate and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
- 6) When a contractor signs a tender in an Indian language the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amount tendered would be attested by a witness.
- 7) Issue of tender forms may be stopped two days before the date fixed for the opening of tenders.
- 8) Earnest money, amount of Rs.6000/- in the form of bank draft of nationalized bank drawn in favor of **Indian bank, Zonal Office, Bangalore** must accompany each tender and each tender is to be in a sealed cover super scribed "**Tender for carrying out Proposed Electrical work at SAHAKAR NAGAR Branch and ATM, Bangalore, and addressed to The Chief Manager, Zonal Office. M.G Road, Raheja Towers, 4th Floor Bangalore, Karnataka-560 001.**"
- 9) Work contract tax will be deducted as per rules.
- 10) The contract, whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such as will amount.



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- i) 10.00% on the first Rupees One Lakh of the cost of work.
- ii) 7.5% on the next Rupees One Lakh of the cost of work.
- iii) 5.0% on the remaining cost of work.

The Security deposit shall be collected as detailed below in clause NO. 11.

The EMD of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the initial security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.

11) Earnest money and security deposit-

The tender will have to deposit an amount of **Rs.6000/-** in the form of bank draft drawn in favour of Indian Bank at the time of submission of tender as an earnest money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful Tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tender to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2 of the value of the accepted tender including the Earnest Money. The initial security deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender. The initial security deposit will be invested by the Employer in a fixed deposit account for the duration of the contract period. It shall be refunded to the contractor along with accrued interest within fourteen days after the issue of certificate of virtual completion.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bill @ 8% of the gross value of each running bill until the total security deposit, i.e., the initial security deposit plus the retention money equals:

- a) 10 % on the first rupees one Lakh of the cost of work.
- b) 7.5 % on the next rupees one Lakh of the cost of work.
- c) 5 % on the remaining cost of work.

The retention amount will be refunded to the contractor 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. Aspect for refunding of retention money will be governed as per the IBA's latest Construction Work Manual, 1998.

- 12) The acceptance of a tender will rest with Indian Bank which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

The Bank reserves the right to accept the tender in full or in part and the tender shall have no claim for revision of rates or other conditions if his tender is accepted in parts.



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- 13) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 14) All rates shall be quoted on the proper form of the tender alone.
- 15) An item rate tender containing percentage below/ above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
- 16) On acceptance of the tender, the name of the credited representative (s) of the contractor who would be responsible for taking instruction from the Employer/ Architects shall be communicated to the Employer.
- 17) Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' Should be written before the figure of rupees and word 'p' after the decimal figures e.g., Rs.2.15p. and in case of words, the word 'Rupees' would precede and the word 'Paisa' should be written at the end unless the rate is in whole rupees and followed by the word only, it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- 18) The bank does not bind itself to accept the lowest or any tender and reserves to its self the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 19) All taxes including sales tax or any other taxes on material and / or on finished work like work's contract tax, turnover tax etc. in respect of this contract shall be payable by the contractor and the bank will not entertain any claim whatsoever in this respect. The contractors/bidders are advised in their own interest to get themselves registered with sales tax authorities under works contract tax act. The contractor shall give a list of his relatives working with the Bank along with their designations and addresses.
- 20) The bank will also deduct works contract tax from payments to be made to party/contractor and issue certificate therefore.
- 21) The tender for the work shall not be witnessed by a contractor or contractor who himself/themselves has/ have tendered or who may and had/ have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
- 22) The tender for works shall remain open for acceptance for a period of 3 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the bank shall be at liberty to forfeit Earnest Money paid along with the tender.



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- 23) It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter in to an agreement for each component with the competent authority in the Bank
- 24) The tender, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (i) electrical (ii) sanitary and water supply installations and (iii) horticulture etc.
- 25) Intending tenders must visit the site and make themselves thoroughly acquainted with the local site conditions, nature and requirements of work, facilities of transport conditions, effective labor and material access and storage for material and removal of rubbish. They may contact Chief Manager, Zonal Office, M.G. Road, Raheja Towers, 4th Floor Bangalore, -560 001 for visiting the site.
- 26) The entire set of tender papers issued to the tender should be submitted fully priced and also signed on the last page together with initials on every page. The column to be filled in ink legibly in both English figures and words. Amount column to be filled in for each item and amount for each sub-head as described in the schedule of quantities. No erasures are permitted.
- 27) Permits and licenses for release of materials, which are under control, will be arranged by the tenderer at his own cost and quoted rates etc., shall be inclusive of this.
- 28) The contractor shall confirm to the provisions of all legal byelaws and acts relating to the works and the regulations etc. of the Government and local authority and of any company/ society with whose system the proposed structure is to be connected.
- 29) The tender must include in their tenders, prices quoted for all duties, royalties, cess and sales tax and/ or any other taxes for local charge if applicable, including wastages, transport, leads and lifts, storage charges etc. for materials.
- 30) Liquidated damages as deemed suitable to the Bank shall have to be paid by the contractor, if there is untoward delay in the completion of works. Tenders are requested to take special note of this.
- 31) Site and also damaged parts of structures, tarnished work etc. shall be made good by the contractor as original at his own cost within specified time.
- 32) Only final bill after necessary checking is payable after all the works are completed. Contractor has to attach satisfactory work completion report obtained by him from the Officer occupant along with his final bill for the works. Interim bills may be paid depending upon observance of factors like (i) Work completion in relation to allowed time (ii) quality of works and decision of bank shall be final in such cases. For interim bills also it will be obligatory on contractor to submit satisfactory work completion reports obtained by him from the officer occupant.
- 33) The contractor shall comply with the provisions of all labor regulations.
- 34) All extra items/quantities shall be carried out ONLY after obtaining Circle Office permission in



writing.

- 35) Additionally, all guidelines given in the 'Construction Works Manual' of IBA shall be followed for these works.
- 36) Specifications for carrying out works, shall confirm to CPWD specifications on first instance except when stated otherwise.

ZONAL OFFICE, PREMISES DEPARTMENT, BANGALORE.

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

1. INTERPRETATION

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

- i) **Employer:** The term employer shall denote Indian Bank with their Head Office at 31; Rajaji road, Chennai 600 001 and any of its employees representative authorized on their behalf.
- ii) **Contractor:** The term Contractor shall mean ----- (Name and address of the contractor) and his/their heirs, legal representatives, assigns and successors.
- iii) **Site:** The site shall mean the site where the works are to be executed and allotted by the Employer for the contractor's use.
- iv) The work is to be carried out in accordance with specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the Employer/Architect during the execution of the work.

A copy of schedule of quantities is to be kept at site and the Employer or Architect shall be given access to schedule of quantities whenever necessary.

In case any detailed drawings are necessary contractor shall prepare such detailed drawings and or dimensional sketches therefore and have it confirmed by the Employer or Architect as case may be prior to taking up such work

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time it is required for implementation so that the Employer or Architect may be able to give decision thereon.

- v] **"The works"** shall mean the work or works to be executed or done under this contract.
- vi] **"Act of Insolvency"** Shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- vii] **"The Schedule of Quantities"** shall mean the schedule of quantities as specified and forming part



of this contract.

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

2. SCOPE

The work consists of carrying out of **PROPOSED ELECTRICAL WORKS AT INDIAN BANK, SAHAKAR NAGAR BRANCH AND ATM, BANGALORE**, in accordance with the "Schedule of Quantities". It includes furnishing all materials, labor, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as per the existing one. Should any detail essential for efficient completion of the work to be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer or Architect and to furnish and install such detail with Employer's or Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer or architect may in their absolute discretion issue. Further drawings and or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "the Employer's or Architect's 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.
- 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 (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's/Architect's instruction, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the work by the Employer or Architect 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 written permission of the Employer or Architect. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer or contractor's producing evidences therefore and as assessed by the employer to be reasonable.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERER SHALL VISIT THE SITE

Intending tender shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of works, facilities of transport condition, effective labor and materials, access and storage for materials and removal of rubbish. The successful tender will not be entitled to any claim



of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work of which in the opinion of the Employer/Architect might be deemed to have reasonably been inferred to be existing before commencement of work.

4. TENDERERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and signed on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The "Rate Column" for alternative items shall be filled up.
- v) The "Amount" column or alternative items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any errors! Omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in separate sheet of paper attached to the original tender papers.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any items of work to any specialist firm or firms, without assigning any reason.

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 detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to be recognizing the contractor's analysis.

The works will be paid for as "measured work" on the basis or actual work done and not as "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 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 item of works, the payment of such 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.

The Employer/Architect has power to add to omit from any work as shown in' drawings or described in specifications or included in 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/Architect. No variation shall vitiate the contract. Please also refer to Para 9 hereinafter.



The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender.

5. AGREEMENT

The successful contractor may be required to sign to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

6. PERMITS AND LICENSES

Permits and licenses for release of materials, which are under government control, will be arranged by the contractor. The employer will render necessary assistance, sign any forms or application that may be necessary. The basic price of controlled materials, if any, for the purpose of valuing the tender, is to be considered as stipulated below. This will also be basis of adjustments in settling the contractor's bill. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non receipt of the cement or any controlled materials in due time on this account for according to his own requirements.

The contractor will, however, be eligible to a proportionate extension of time on this account, which in the opinion of the employer is reasonable. The contractor shall at his own cost for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the employer. The costs of storing, transporting etc., of all materials including those under government control are to be included by the tendered in his quoted rates. The employer shall be indemnified against all government or legal actions for theft or misuse of cement M.S. rods and any controlled materials in the custody of the contractor.

7. GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local bye laws and Acts relating to the work and to the Regulations etc. of the Government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye laws etc. and pay all fees payable to such authority/ authorities for execution of the work involved. The cost, if any shall be deemed to have been included in this quoted rate, taking into account all liabilities for licenses, fees for footpath encroachment and restoration etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

8. TAXES AND DUTIES

The Tenderers must include in their tender prices quoted for all duties royalties, cess and sale tax or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

9. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire work. The employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason there for to any extent.



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 Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co-operations in this regard.

11. EARNEST MONEY AND SECURITY DEPOSIT.

The tenderer will have to deposit an amount of Rs.6000 /- in the form of Bank Draft drawn in favor of India Bank at the time of submission of tender as an earnest money. The employer is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful tenders will period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up to 2 of the value of the accepted tender including the earnest money. The initial security deposit will have to be made within 7 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the contract amount of each running bill.

The retention amount will be refunded to the contractor 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract.

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 provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit prices no extra payment will be allowed for incidental or contingent work, labor and/ or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents. The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering. Strutting, shoring etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during



the execution of works to the satisfaction of the Employer.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct. The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. the quoted rates of the Tenderers shall accordingly include all these above mentioned contingent works.

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

a) TIME OF COMPLETION:

The entire work to be completed in all respects within the stipulated period. The work shall be deemed to be commenced within 3 days from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer/Architect have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

b) EXTENSION OF TIME:

If in the opinion of the employer the works be delayed (a) by reason of any exceptionally inclement weather, or (b) reason of instructions from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building trades or (f) from other causes which the Employer may consider being beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall, immediately give the employer written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date the provision in clause 14 with respect to payment of liquidated damages shall, in such case, be read and constructed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.



C) PROGRESS OF WORK:

During the period of construction the contractor shall maintain proportionate progress on the basis of a Programmed Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the Programmed Chart so that there is no delay in completion of the project.

14. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer 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 penalty during which the work remains uncompleted or unfinished after the expiry of the completion date,

For contracts having time for completion 6 months and less	1,00% of the estimated amount shown in the tender per week subject to a ceiling of 5% of the accepted contracted sum.
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15. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish, They are to be protected from ravages of termites, ants, and other insects,

The contractor shall provide at his own cost all-artificial light required for the work and to enable other contractors and sub contractors to complete the work within the specified time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, light, etc., required. The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent to the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc., used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures. The contractor shall not fix or place any placards or advertisement of any description of permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

PROTECTIVE MEASURES



The contractor from the time of being placed in possession of site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays. Contractor shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of work. The contractor shall provide necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

STORAGE OF MATERIALS

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of subcontractors and remove same on completion. Cement godown shall be constructed for storing about six weeks' requirement of cement and stored as per norms with a stack of 10 bags each 2 feet opening all around with 2 feet passage of each stack. Structure shall be waterproof from all the sides and top. Cement should be stored above the ground level to prevent the same from getting rusted.

TOOL:

The odolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer. All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the contractor.

The mistries and the supervisors on the work shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract. That should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding tools and plant etc., by sub contractors for their work.

16. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall confirm to the provisions of any acts of the legislature relating to the work, and to the regulations and Bye-laws of any authorities and I or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so confirm, give the employer/Architects written notices specifying the variations proposed to be made and the 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 for by the said Acts, Regulations or bye- laws to be given to any authority, and to such authority, or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.



17. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at this own expense rectify such error, if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained

18. DATUM

The average ground level will be considered as crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Employer/Architects. All levels shown in the drawings are to be strictly adhered to.

19. BENCHES

The contractor constructs and maintains proper benches of all the main walls, in order that the lines & levels may be accurately checked at all times. These benches will consist of salwood post of adequate length and minimum diameter 75 mm to be driven on the top of salwood post on the center lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Center line of walls, columns etc., may be clearly indicated and checked at any

20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, fifth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other places shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

The contractor shall keep the foundations and works free from water and shall provided and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The contractor shall arrange for the disposal of the water so accumulated afterwards if he does not include in his rates for the purpose.

21. ACCESS

Any authorized representative of the Employer shall all reasonable times have free access to the works and/ or to the workshops. Factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

22. 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 as may from time to time be given by the Employer during the execution of the work, and to his entire satisfaction.

If required by the Employer the contractor shall have to carry out on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc., under test confirm to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) 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 charge for import duties, sales tax, Octroi and other charges and must be the best of their kind available and the contractor/s 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/Architects and written approval from Employer must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of 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, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses 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.

23. 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 on the Employer / Architects are not in accordance with specification or instructions, the substitution of proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In 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 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 which may be given by the Employer's Engineer/Architect shall relieve the contractor from his liability in respect of unsound work or bad materials.

24. 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. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The contractor shall employ local laborers on the work as far as possible. No laborer below the age of sixteen years and who is not an Indian National shall be employed



on the work.

Any laborer supplied by the contractor to be engaged on the work on 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.

The contractor shall comply with the provisions of all labor legislation including the requirement of

- a) The Payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract Labor (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961
- f) Minimum Wages act
- g) Any other Act or enactment relating thereto and rules framed there under 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 company at his own cost with the order of 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 small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on 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 nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first-aid treatment of the laborers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the Competent Authority where such report is required by law.

25. DISMISSAL OF WORKMEN

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

26. 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 contractor or from active superintendence of the work during their progress.

27. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen to persons, animals or thins 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 sub-contractor or of any of his or a sub- contractor's employees, whether such injury or damage arise 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 way as well as damages caused to the buildings and the 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 persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The contractor shall reinstate all damage 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 or third parties.

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the letter. 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 every initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence and defective carrying out of this contractor.

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 or to become due to the contractor.

28. INSURANCE

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual Completion of the contract against loss or damage by fire and/ or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the employer and the contractor for such amount and for any further sum if called to do so by the employer, the premium of such further sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premiums paid with the Employer within 14 (fourteen days) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the conditions of the contract. The contractor in case of rebinding or reinstatement after first shall be entitled to extension of time for completion as the Employer may deem fit.

29. ACCOUNTS RECEIPT AND VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of



materials the contractor is required to use for any work under this contract.

30. SITE MEASUREMENTS

Before taking any measurement of any work the Site Engineer or a subordinate deputed by him 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 sub ordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

31. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deduction for all previous payments, retention money etc. The employer shall issue a certificate after due scrutiny of the contractors' 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 amount stated in an interim certificate shall be the total value of work properly executed less the amount to be retained by the Employer as retention money vide clause 1 of these conditions and less installments previously paid under these conditions. The Employer will deduct retention money as described in clause 1 of these conditions. The refund of retention money will be made as specified in the said clause. 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 according with the quantities consumed in the work. All the interim payments shall be regarded as payments by way of advances against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect of the accruing of any claim, nor shall, it conclude, determine or in any ways the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Engineer and payment shall be made within three months

32. FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the Employer's Representative i.e. Branch Manager. Payments of final bill shall be made after deduction of Retention Money as specified in clause 11 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's Representative i.e., Chief Architect's certificate that the contractor has rectified all defects to their satisfaction. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

33. VARIATION/DEVIATION

The price of all such additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labor, material and other components as is required from the contractor by the employer.

34. SUBSTITUTION



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

35. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION.

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, stair-case, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of Bank.

36. CLEARING SITE ON COMPLETION

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

37. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlements or other faults, which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and made 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 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 under clause No.11 together with any expenses the Employer may have incurred in connection therewith.

38. CONCLEALED WORK

The contractor shall give due notice to the Employer whenever any work is to be buried in earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expense 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 shall be accepted as correct and binding on the contractor.

39. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labor, sales tax, Octroi, etc., unless specifically provided in these documents.

40. 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 circumstance.

41. SUSPENSION

If the contractor except on account of 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 until the notice shall be been completed 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 any proceed as provided in clause 41 (Termination of Contractor by Employer).

42. TERMINATION OF CONTRACT BY EMPLOYER.

If the contractor being a company go 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 required him to do so, to show to reasonable satisfaction of the employer that he is able to carry out and full fill 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 due to the contractor there under or shall neglect or fail to observe and perform all or any of the acts matters of 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 to observe or perform the same or shall use improper material or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and made such due progress as would enable the work to be completed within 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 by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of 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 work subsequently executed had been 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, scaffolding, sheds, machinery, steam and other power, utensils and materials laying upon premises 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 workmen in carrying on and completing the works or by employing any other contractors or any other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractor 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 do so within a period of 14 days after receipt by them the employer may shall 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 works carried out by other contractor shall be adjusted against 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.

SETTLEMENT OF DESPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereafter:



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- a) If the contractor consider that he is entitled to extra payment or compensation in respect of the works over and above the amounts admitted as payable by the architect or in case the contractor wants to dispute the validity of any deductions or any recoveries made or proposed to be made from dispute the Assistant General Manager (premises)/ and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in anyway liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Asst. General Manager (premises & estate)/Dy. General Manager (premises) in the manner and within the times as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Asst. General Manager [Administration (NW-1)] in writing in the manner and within the time aforesaid.
- b) The Asst. General Manager (premises & estate) Dy. General Manager (premises) shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the Asst. General Manager (premises & estate)/Dy. General Manager (premises) submit his claims to the conciliating authority namely the Circle Development Officer/ General Manager (Corporate Services) for conciliation along with details and copies of correspondence exchange between him and the Asst. General Manager (p premises & estate)/Dy. General Manager (premises).
- c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall within a period of 30 days of termination their of shall give a notice to the concerned Chief General Manager/Dy. Managing director & Corporate Development Officer of the Bank for appointment of an arbitration to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitration appointed by the Chief General Manager/Dy. Managing Director and corporate Development Officer. It will also be no objection to any such appointments that the Arbitrator so appointed is Bank officer. 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 in the manner aforesaid by the said Chief General Manager/Dy. Managing director & CD.O. Such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. The conciliation and arbitration shall be conducted in accordance with the provision of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under.

It also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the date he issued ~~notice to both the parties calling them to submit their statement of claims and counter statement of claims.~~ The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole direction. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and held bay each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any pan therefore, shall be paid and fix or settle the amount of costs to be so paid.

LIST OF APPROVED MATERIALS

The brand /make mentioned in the following list should be used by the Contractor and rate quoted should be based on the same. In case of the brand / make is not available, materials of other makes should be used with prior approval of Architect and Bank.

1	L.T. Cables	Havells/ Univesal/ Polycab/ CCI
2	Changeover switch	ABB / HPL/ L&T



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3	L.T Switches	L&T/GEC/ABB
4	Moulded Case Circuit Breaker	L&T / GE / Siemens. ABB
5	MCB Distribution Boards	Havells / S&S /MDS
6	MCB's	LEGRAND /MDS/ABB
7	5 Amps Switches receptacles Telephone outlets, data out lets	MK/ Anchor Roma / CPL genius / Crabtree
8	15 Amps combination receptacles and witch indicating meters	MK/ Anchor Roma/ CPL Genius / Crabtree
9	Speaker	Pro/Ahuja / PHILIPS
10	FRLS PVC Insulated Wires	Finolex / POLYCAB /Havells
11	End termination	Dowells / Siemens
12	Indicating meters	AE / IMP / MECO
13	ELMCBs	LEGRAND /Havells / MDS
14	FRPVC Conduits	VIP/ AVON Plast / Universal
15	ELR & CBCT	Dattar/Prokdvs
16	Tag Blocks (Telephone)	Krone /TVS Electronics
17	Telephone cables	Delton / Doorvani
18	Light fittings	Philips /Bajaj/Wipro/ Artlite/Reiz
19	Junction boxes	GB / Bharath
20	Distribution Panel	Load Control (Bangalore) / Power Systech/ Techno Control Engineers / Start Switchgear
21	Indicating meters	AE /IMP/MECO
22	Indicating Lamps	Vaishnov
23	Isolators	Havells /L&T / S&S
24	Exhaust fans	CROMPTION/Bajaj/KHAITAN
25	HRC fuses	GE/ L7T /Seimens
26	CTs	Dattar/ Voltamp /Koppa/Kalpa
27	O/C & E/F Relays	GE/JVS



PROPOSED ELECTRICAL WORK FOR INDIAN BANK, SAHAKAR NAGAR BRANCH, BANGALORE.

TENDER BOQ FOR ELECTRICAL WORKS

SI.No	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
1	LIGHTING				
	Supplying and wiring light point using 2run of 1.5 sq mm wire in a pvc conduct pipe/ casing capping with one light controlled by 6A modular type switch of Anchor Roma/Crab tree clipsal make				
	One light controlled by single switch	Nos.	22.0		
	Two lights controlled single switch	Nos.	13.0		
	Three lights controlled single switch	Nos.	8.0		
	Exhaust fan point controlled single switch	Nos.	1.0		
	Ceiling fan point controlled single switch with regulator	Nos.	0.0		
2	Supplying and fixing 5A socket dependent switch point	Points	8.0		
3	Supplying and fixing 5A socket independent switch point	Points	8.0		
4	Supplying and fixing 15A socket combined socket point	Points	8.0		
5	Supplying and fixing 5A socket 3 nos and 6/10A SP switch for	Points	9.0		
	CIRCUIT WIRING				
6	Supplying and wiring using 2R 2.5 sqmm + 1 R 10 sq mm in a pvc pipe/ casing capping for UPS and lighting circuit	Mtrs	160.0		
7	Supplying and wiring using 2R 4.0 sqmm + 1 R 1.5 sqmm in pvc pipe/ casing capping for A/C and raw power	Mtrs	110.0		
8	Supplying and wiring using 4R 4.0 sqmm + 1 R 1.5 sqmm in pvc pipe/ casing capping for lighting main.	Mtrs	105.0		
9	Supplying and wiring using 4R 6.0 sqmm wire for main DBs	Mtrs	140.0		
10	Supplying and wiring 2R 2.5 and 1 R 1.0 Sqmm in a PVC pipe / casing capping for computer circuit mains & lighting mains.	Mtrs	145.0		
11	Supplying & fixing wiring 2R 4.0 & 1 R 10 Sqmm in a PVC pipe/casing capping for AC and Raw power circuit / Heating circuit.	Mtrs	130.0		
12	Supplying and wiring using 4R 10.0 sqmm wire for main DBs	Mtrs	120.0		
13	Supply and laying 3 1/2 x 95 sq.mm UG Cable.	Mtrs	25.0		
	DISTRIBUTION BOARD				
14	Supplying and fixing UPS DB consisting 63A/40A MCB 1 no and 12 no 10/6A SPMCB	Nos.	1.0		
15	Supply and fixing 63 A DPMCB ups out	Nos.	1.0		
16	Supply and fixing 4 way TPNCB with 63 A MCCB 1 Nos 10/16 A SPMCB 12 Nos - Lighting	Nos.	1.0		
17	Supply and fixing 4 way TPNCB with 63 A MCCB 1 Nos 16/25 A SPMCB 12 Nos - Raw power	Nos.	1.0		
	FIXTURES				
18	Supplying and fixing 2' x 2' 36 watts led fitting	Nos.	12.0		
19	Supplying and fixing 1 x25 watts led down light fittings	Nos.	12.0		
19	Supplying and fixing 1 x18 watts led down light fittings	Nos.	22.0		
20	Supplying and fixing 1x40 W fitting box type fluorescent tube light	Nos.	6.0		



22	Supplying and fixing 1400mm swipe ceiling fan including necessary hock, wiring etc Crompton/Bajaj/ Usha approved make only with regulatore also.	Nos.	2.0		
23	Supplying and fixing wall mounted fan	Nos.	6.0		
24	Supplying and fixing 12" exhaust fan	Nos.	1.0		
	TELEPHONE WIRING				
25	Supplying and wiring using 2 pair telephone point wiring in a PVC pipe/ casing and caping	Mtrs	185.0		
26	Supplying and fixing RJ-11 telephone socket in a PVC box with modular type of plate	Nos.	10.0		
	EARTHING				
27	Supply and fixing of GI pipe earth electrode for meter board / equipment using 40 MM dia 2.9 mm thick 2.5 Mtr long GI pipe buried in pit. The pit shall be filled with equal proportion of salt and charcoal 150 mm all round the pipe to complete depth. The connection from the pipe to the conduit etc., to be established through GI wire of size as per IS 3043 using 12 mm dia bolts nuts washers and check nuts	Nos.	1.0		
28	Supply and running of 10sq.mm copper wire for grounding using with necessary suitable size clamps bolt, and washers including inter connectors.	Mtrs	120.0		
29	Supplying and erecting 2x2 copper plate earthing in 8' GI pipe with alternate layer of salt and charcoal as IS 3043 with 4sqmm copper wire from earth pit to UPS DB	Nos.	1.0		
	DATA CABELING				
30	Supply and laying CAT 6 d -link cable computer net work cable in existing PVC conduit pipe /trench/cable duct etc	Mtrs	300.0		
31	Supply, fixing and wiring RJ 45 computer data socket point with necessary box and face plate complete set.	Nos.	8.0		
32	Supply and fixing information out let CAT 6 Cable	Nos.	8.0		
33	Supply and fixing 16U rack, 24 port patch panel and switch power strip connector etc.	Set	1.0		
34	Supply and fixing 1mtr patch card	Nos.	6.0		
35	Supply and fixing 2mtr patch card	Nos.	6.0		
	TOTAL ELECTRICAL COST		Rs		

PROPOSED ELECTRICAL WORK FOR INDIAN BANK, SAHAKAR NAGAR BRANCH, BANGALORE.
ESTIMATE FOR ATM ELECTRICAL WORKS

SI.No	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Supplying and fixing UPS DB consisting 63 A/ 40A MCB 1 no and 12 no 10/6A SPMCB	Nos.	1		
2	Raw power/UPS Cable of 4X6 sq.mm cable in a conduit Pipe for mains	Mtrs	25		
3	supplying and wiring for light points using 3R X 1.5 Sq.mm wire in a PVC Pipe with switch control 6A with switch box and plate	Nos.	9		
4	supplying and wiring 2R 4 & 1R of 1.5 Sq.mm for AC points and UPS input and output wire in a PVC Pipe	Mtrs	25		
5	Supply and wiring 2R 2.5 & 1R of 1.5 Sq.mm In a PVC Pipe for lighting circuit and UPS output circuit	Mtrs	25		
6	supplying and fixing 4 P MCB box with 32 A DPMCB and 10 A 2 nos SPMCB for UPS	Nos.	1		
7	supply and fixing 15 A switch and socket for AC	Nos.	3		

8	Supply and fixing 5 A socket 3 nos and 1 nos 5 A switch for UPS	Nos.	5		
9	Supply and fixing 5A switch and 5 A socket in a PVC box	Nos.	5		
10	Supply and erection copper plate earthing 1x1 with altranate salt and charkol as per IS 3043 with 8 guage coper wire from the pit to UPS room	Nos.	1		
11	Supplying and wiring CAT 5 data cable in a pvc pipe molex/ d-link cable	Mtrs	22		
12	Supply and fixing CAT 5 Information out let with complete fixing and punching with RJ 45	Nos.	4		
13	Supply and fixing 7' Patch card	Nos.	4		
14	Suppling & fixing 1 x 18 walts led down light fitting	Nos.	6		
15	Supplying and fixing 2' x 2' 36 watts led fitting	Nos.	2.0		
16	Metal box with locking arrangements(switch boards)	Nos.	2.0		
	TOTAL ELECTRICAL COST		Rs		

TOTAL ELECTRICAL WOR FOR BRANCH

TOTAL ELECTRICAL WOR FORATM

GRAND TOTAL FOR ELECTRICAL WORS



