

# **INDIAN BANK**

## **MUMBAI ZONAL OFFICE**

2nd Floor, eAB Building, 37, Mumbai Samachar Marg, Fort, Mumbai 400 023

### **PROPOSED BEAUTIFICATION OF SURROUNDING OF EAB BUILDING ON MUMBAI SAMACHAR MARG**

## **TENDER DOCUMENTS**

NAME OF THE CONTRACTOR :  
ADDRESS :  
DATE OF SUBMISSION : On or Before April 17, 2023 upto 3.00 p.m.

### **ARCHITECT**

## **SANKALPA ASSOCIATES**

ARCHITECTS & INTERIOR DESIGNERS

1001, ELEVEN HEIGHTS, SANT GORA KUMBHAR MARG, KUMBHARWADA, DHARAVI,  
MUMBAI 400017

**INDIAN BANK**  
**MUMBAI ZONAL OFFICE**  
**2nd Floor, eAB Building, 37, Mumbai Samachar Marg, Fort, Mumbai 400 023**

Ref . No.  
To,

Date:

Dear Sir,

**NOTICE INVITING TENDER**

**Tender For Proposed Beautification of Surrounding of eAB Building on Mumbai Samachar Marg**

**Dear Sir,**

Sealed tenders on item rate are invited from competent **CIVIL/ FURNITURE** Contractors having sound Technical and financial capacity for BEAUTIFICATION OF SURROUNDING OF eAB BUILDING ON MUMBAI SAMACHAR MARG

1. Tender documents should be downloaded from Bank's website under Tender section:  
Bidders are requested to visit the Bank's website periodically for any update regarding Tender.
2. Contractor / Vendor must have executed at least one similar work of Rs. 25,00,000/- without GST , two similar works of Rs. 17,00,000/- or three similar works of Rs.14,00,000/- satisfactorily during last five years. Annual average turnover for last 3 financial years should not be less than Rs. 1,00,00,000/- Completion certificate of such project must be furnished.

Similar Work means: Repairs & maintenance building etc. executed directly for client.

3. Contractors / Vendors have to fill up and submit enclosed Application Form, Appendix 'A', Appendix 'B', Appendix 'C', Appendix 'D', Appendix 'E' along with the Technical Bid
4. **Submission of tenders.**
  - i. Your Tender duly filled in and signed and sealed, should be addressed and hand delivered/or delivered through post to The Zonal Manager, Indian Bank, Mumbai Zonal Office, 2nd Floor, eAB Building, 37, Mumbai Samachar Marg, Fort, Mumbai 400 023 on or before April 17, 2023 **upto 3:00p.m.**
  - ii. The tenders to be submitted in two separate envelopes, each sealed and clearly indicated envelop number and contents as indicated below:

**ENVELOP NO. 1 super scribed as "TECHNICAL BID FOR BEAUTIFICATION OF SURROUNDING OF eAB BUILDING ON MUMBAI SAMACHAR MARG" and shall contain the following:**

- a. Form of Tender
- b. Earnest Money Deposit of **1% of the tender amount** in the form of Demand Draft, FDR or in the form of Bank Guarantee from any schedule Bank other than Clientele Bank only in favour of **INDIAN BANK** Payable at **Mumbai** or Udyam or MSME certificate. A tender not accompanied by such Demand Draft as Earnest Money Deposit will not be considered. The Earnest Money Deposit of the unsuccessful tenderer will be returned without any interest within fifteen days from the date when the decision for award of work is taken by Bank. This Earnest Money Deposit shall not bear any interest and shall be forfeited in the event of evasion, refusal or delay on the part of the tenderer to sign & execute the contract on acceptance of his tender. The EMD without any interest have be returned to the tenderer if his tender is not accepted.
- c. Tender document other than Price Bid
- d. Application Form, Appendix 'A', Appendix 'B', Appendix 'C', Appendix 'D', Appendix 'E'

**ENVELOP NO. 2 super scribed as "PRICE BID FOR BEAUTIFICATION OF SURROUNDING OF eAB BUILDING ON MUMBAI SAMACHAR MARG" and shall contain only bill of quantities duly**

filled in and signed on each page by the tenderers. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in this envelop otherwise the tender shall be liable for rejection.

5. Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.
6. **The work has to be carried out on priority hence you are requested to inspect the site and the nature of work prior to submitting the tenders. All loose fittings of furniture have to be prepared in separate workshop or as per the instruction of Bank's Engineer/Officer/Architect. Workshop space has to be arranged by bidder and no separate payment will be made for that.**
7. **INDIAN BANK** discourages the stipulation of any condition by the tenderers. The conditional tenders will liable to be rejected.
8. Validity of Tender: the tender shall be valid for a period of 90 days, from the last date of submission of the tender.
9. **INDIAN BANK** reserves the right to accept or reject lowest or any other bid in full or in part and/ or accept any bid other than the lowest in full or in part without assigning any reason, whatsoever. No correspondence will be accepted / entered in this connection and Bank's decision shall be final, conclusive and binding on all.
10. All the rates indicated in the tender shall be **inclusive of all material charges, transportation, local levies as applicable, loading, unloading, lifting- shifting, erection, testing, commissioning, etc. GST will be paid extra as applicable.**
11. The rates quoted shall also be inclusive of Local Authorities Permission/ Handling of Municipal / a Local problem is in contractor's scope of work, including obtaining verbal local permissions for smooth functioning the project, Bank shall not pay any extra amount for the same.
12. Tenderer / Bidder should have registered office & Full Fledge Workshop in Mumbai / Navi Mumbai/ Thane with supporting documents such as registered office address proof issued by govt. and other related authorities etc.
13. The contractor should follow the IBA and CPWD guidelines while quoting for tender rates.
14. The Pre-Bid meeting will be held at 2<sup>nd</sup> Floor, Conference Hall , INDIAN BANK, eAB Building, 37, Mumbai Samachar Marg, **Fort, Mumbai 400 023 on April 11th , 2023 (02:00 PM)**. Bidders are advised to visit the site prior to attending Pre Bid meeting. Any changes arising due to outcome of Pre-Bid Meeting will be published on Bank's website under Tender section and will be a part of Technical Bid. Bidders are advised to visit Bank's Website periodically for updates.
15. The Technical Bid will be opened at 2nd Floor, Conference Hall , INDIAN BANK, eAB Building, 37, Mumbai Samachar Marg, **Fort, Mumbai 400 023 on April 17th , 2023 at 03:30 PM.**
16. For clarification contact
  - a. Premises Department (Indian Bank- ZO Mumbai South) 022-22611145
  - b. Ar. Shantaprasad P. Kshetramade, Sankalpa Associates, Architects & Interior Designers  
Mobile: 9869031498, 8454867686

This tender notice shall form part of the contract and non- submission of tender in the above manner will render your offer liable for rejection.

Yours faithfully,

The Zonal Manager, Indian Bank

**SCHEDULE – A**  
**(Application Format)**

SL. NO.	PARTICULARS	
<b>1</b>	<b>ORGANISATION DETAILS</b>	
i	Name of the firm	
ii	Address of the firm with telephone/ Mobile no., fax no., email (if any)	
iii	Year of Establishment/Registration	
iv	Status of the firm (Individual / Partnership / Pvt. Ltd / Public Ltd. (Documentary evidence to be attached)	
v	Name of Directors/Partners/Proprietor	i) ii) iii)
<b>2</b>	<b>FINANCIAL DETAILS</b>	
i	Name and address of Bankers	i) ii) iii)
ii	Whether latest Solvency certificate issued within last 12 months (for Rs. 35 lacs) enclosed	
iii	Average Annual Turn-over during the last 3 financial years (in Rs. 10 lacs) (Attested by Chartered Accountant)	i) YEAR 2019-20 Rs _____ ii) YEAR 2020-21 Rs _____ iii) YEAR 2021-22 Rs _____
iv	PAN No. and Income Tax Returns for the last Three years (Please attach as annexure)	PAN NO.
v	Furnish copies of audited Balance Sheet and profit & loss account (audited) for the last Three years. (Please attach as annexure)	
vi	GST No. (Attached Copy in separate Sheet)	
vii	EPF/ESI Registration No. (Attach registration certificates as annexure)	EPF ESI
<b>3</b>	<b>REGISTRATION DETAILS</b>	
i	(Enclose registration Certificate as annexure)	
<b>4</b>	<b>WORK EXPERIENCE</b>	
	Please provide the following information /details pertaining to similar projects or projects of similar magnitude (Minimum 2 Works) completed during last 3 years or presently under construction in the format given below. Attach separate sheets for each project. Enclose copy of the completion	

	certificate/work order from Owner/Architect for each project. Photographs of the projects completed/under construction may also be enclosed. The said work should have been carried out directly for client/owner.	
i	Name of the Project with Location	
ii	Name of the Client	
iii	Name of the Architect	
iv	Project Description with scope of the contract	
v	Original cost put to tender	
vi	Month & Year of commencement	
vii	Stipulated period of completion	
viii	Actual month and year of Completion	
ix	Up-to-date percentage of completion (Cost wise) or ongoing projects	
x	Reason for Delay, if any	
xi	Actual cost of construction, for completed projects	
xii	Details of disputes/failures/litigations, if any	
xiii	Completion certificate/work order from the owner/architects (Enclose documentary evidence)	
xiv	Provide a complete list of ongoing projects with anticipated date of completion	
xv	Details of minimum two projects of similar nature executed in the past.	
<b>5</b>	<b>INFRASTRUCTURAL FACILITIES OF THE FIRM</b>	
i	EQUIPMENT	Appendix 'C'
	Construction/Execution equipment (Provide a list of plants and machineries available with the organization with numbers)	
ii	MANPOWER (Qualified Professional)	Appendix 'D'
	Note: Where copies are required to be furnished. These are to be certified copies preferably by the concerned issuing agencies / officer.	

**APPENDIX 'A'**

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

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

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

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

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

Dated

SIGNATURE OF

Officer-in-Charge of the work

Name of Officer

Mobile no. ( )

Official Seal

Telephone No. (Off)

(Res)

Fax No. (Off.)

(Res)

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

**APPENDIX 'B'**  
**(Solvency Certificate)**

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

SIGNATURE OF MANAGER OF THE BANK

Seal of the Bank

Date

**APPENDIX 'C'**

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

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

SEAL  
 SIGNATURE OF APPLICANT



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

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

## Notes:

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

**APPENDIX – E**

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

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

Notes:

- Information has to be filled up specifically in this format. Please do not write remark “Indicated in Brochure”

## FORM OF TENDER

To,  
The Zonal Manager  
Indian Bank, Mumbai Zonal Office,  
2nd Floor, eAB Building,  
37, Mumbai Samachar Marg,  
Fort, Mumbai 400 023

Dear Sir,

Having examined the drawings, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached bill of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in condition of tender, appendix to the form of tender, articles of agreement, conditions of contract, bill of quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

### Memorandum

Description of works	<b>BEAUTIFICATION OF SURROUNDING OF eAB BUILDING ON MUMBAI SAMACHAR MARG.</b>
Earnest money deposit	<b>1% of the tender amount</b>
Security deposit	Total 5% of the contract value consisting of initial security deposit 2% of contract value & retention amount @ 8% to be deducted from the running bills subject to maximum of 5% of the contract value including Initial Security deposit.
Time allowed for completion	<b>45 DAYS</b> the date of commencement

I/we hereby agree to abide by and fulfil the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to **INDIAN BANK** the amount mentioned in the said conditions.

I/we have deposited a sum of **1% of the Tender amount** as earnest money in the form of Demand Draft, FDR or in the form of Bank Guarantee from any schedule Bank other than Clientele Bank only in favour of **INDIAN BANK** Payable at **Mumbai or UDYAM or MSME Certificate**. Should I/we fail to execute the contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by **INDIAN BANK**. All information and documents as required to be submitted with the tenders.

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

Yours faithfully

Signature of contractor

NAME : \_\_\_\_\_  
 ADDRESS : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 TELE. NO. : \_\_\_\_\_  
 FAX. NO. : \_\_\_\_\_  
 MOBILE NO. : \_\_\_\_\_

## **INTRODUCTION**

1. NAME OF THE CLIENT OFFERING CONTRACT	INDIAN BANK
2. ARCHITECT	SANKALPA ASSOCIATES
3. SITE ADDRESS	eAB Building on Mumbai Samachar Marg
4. SCOPE OF WORK	CIVIL WORK
5. A. ISSUE OF TENDERS	THROUGH INDIAN BANK WEBSITE ( TENDER SECTION)
B. SUBMISSION OF TENDERS	ON OR BEFORE APRIL 17 , 2023 UP TO 3.00 P.M. AT INDIAN BANK ZONAL OFFICE
C. DATE OF OPENING OF TENDERS	ON APRIL 17 <sup>TH</sup> , 2023 AT 3.30 P.M. OR DAY & TIME CONVINEINT TO BANK
D. PRE- BID MEETING	11 <sup>TH</sup> APRIL 2023, 2:00 PM AT ZONAL OFFICE
6. TIME LIMIT FOR EXECUTION	45 DAYS
7. EARNEST MONEY DEPOSIT	1% of TENDER VALUE
8. INITIAL SECURITY DEPOSIT	2% OF ACCEPTED VALUE OF TENDER LESS EMD.
9. RETENTION MONEY	8% OF EACH INTERIM BILL VALUE.
10. TOTAL S.D. INCLUDING I.S.D AND RETENTION MONEY	10% OF COST OF WORK
11. DEFECT LIABILITY PERIOD	12 MONTHS FROM DATE OF COMPLETION OF WORK
12. INSURANCE	100% OF CONTRACT VALUE
13. PENALTY OF DELAY	1% OF THE CONTRACT SUM PER WEEK MAXIMUM AMOUNT OF LIQUIDATED DAMAGE WILL BE 10% OF COST OF WORK.
14. PAYMENT OF R.A. BILLS	VALUE OF 1 <sup>ST</sup> RUNNING BILL SHALL NOT BE LESS THAN 40% OF TOTAL CONTRACT AND REMAINING BILLS NOT LESS THAN 30% EACH

**FORM OF AGREEMENT**

THIS AGREEMENT made this     day of                     , 2023 between INDIAN BANK (hereinafter called “The Employer”) of one part and                     of                     having registered office at                     (Hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out Proposed BEAUTIFICATION OF SURROUNDING OF eAB BUILDING ON MUMBAI SAMACHAR MARG (Hereinafter called “the Work”) and has caused drawings and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Architect Shri S. P. Kshetramade of M/s. Sankalpa Associates AND WHEREAS the Contractor supplied the owner with a fully priced copy of the said Bills of Quantities (which copy hereinafter referred to as “the Contract Bills”) AND WHEREAS the said drawings (hereinafter referred to as “the Contract Drawings”) and the Contract Bills have been signed by on or behalf of the parties hereto: AND WHEREAS the contractor has deposited the sum of Rupees                     Only with the Employer for due performance of this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

1. For the consideration hereinafter mentioned the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract Drawings and described by or referred to in the Contract Bill and in said conditions.
2. The Bank will pay the Contractor the sum of Rupees                     (hereinafter referred to as “the Contract Sum”) of such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term “the Architect” in the said conditions shall mean M/s. Sankalpa Associates or in the event of his death or ceasing to be the Architect for the purpose of this contract or such other person as the owner shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by, mentioned in the said conditions. Provided always that no person subsequently appointed to be the Architect under this Contract shall be entitled to disregard or overrule and certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.
4. Tender documents containing Notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of contract, Specifications, Schedule of Quantities with the rates entered therein shall be read and studied as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions, stipulations and perform the agreements on their parts respectively in such conditions contained.
5. Time shall be considered as of the essence of this Agreement and the Contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and to complete the entire work within 30 Days from date of commencement of work, nevertheless to the provisions of extension of time.
6. This agreement and Contract shall be deemed to have been made in and any question or dispute arising out of or in any way connected with this agreement and contract shall be deemed to have arisen in and only the courts in Bombay shall have jurisdiction on to determine the same.

AS WITNESS the hands of the said parties.

Signed by the said  
In the presence of  
Witness  
Name:  
Address:

BANK

Signed by the said  
In the presence of  
Witness  
Name:  
Address:

CONTRACTOR

## **TENDER FORM**

The general Terms and Conditions that are more particularly set out herein below for the purpose of appointing contractors for the purpose of carrying out Proposed BEAUTIFICATION OF SURROUNDING OF eAB BUILDING ON MUMBAI SAMACHAR MARG OF INDIAN BANK and other ancillary activities which is herein after referred to as “the said work”. The definition and interpretation of the certain classes are more particularly set out hereunder.

### **DEFINITIONS:-**

1. “THE SAID WORK” includes all items of Proposed BEAUTIFICATION OF SURROUNDING OF eAB BUILDING ON MUMBAI SAMACHAR MARG OF INDIAN BANK with bill of quantities, general terms & conditions / special conditions / technical conditions.
2. The “BANK” shall mean the “INDIAN BANK” having its registered address at MUMBAI ZONAL OFFICE, 2nd Floor, eAB Building, 37, Mumbai Samachar Marg, Fort, Mumbai 400 023 and authorized representative(s) of the BANK to discharge all or any of its function.
3. The “CONTRACTOR” shall mean the individual or firm or Company, whether incorporated or not who is assigned the subject work, and shall include the personnel representative/ (s) of such individual person, firm or company of such individuals or firm or Company, successors and permitted assigns.. The work contractor shall include “Sub-Contractor” if expressly permitted by the Employer in writing.
4. The “ARCHITECT / CONSULTANT” means the authorized person or persons nominated by the BANK for the purpose of the contract, who shall inspect, direct, Supervise, measure and issue certificates in respect of the said work and be in charge of the work for the purpose of this contract. It also includes any person claiming through or under them.
5. The “CONTRACT” means instructions to Contractor, Tender, the written acceptance thereof, a form agreement between ‘EMPLOYER’ and ‘CONTRACTOR’ (where completed) to execute the works as per conditions and specifications set in this document including Bill of Quantities.
6. The “SPECIFICATION” means specification referred to includes General, Special and Technical specifications (with drawings if any) and any modification thereof or addition thereof as many from time be furnished or approved in writing by the Consultant / Employer.
7. The “CONTRACT PRICE” means the sum named in the tender subject to additions or deductions there from as the case may be.
8. The “PLANT & EQUIPMENT” of the contractor shall mean all plants, machinery, equipment, pipe work services and all other things to be provided, erected, commissioned and maintained in accordance with Contract.

### **ELIGIBILITY FOR TENDERING & GENERAL CONDITIONS OF CONTRACT**

1. The tender must be submitted in a sealed cover superscribed with the tender number, the name of the work as given above and the tenderers name & address on the bottom left side of the envelope and handed over to the BANK. Tenders will be received upto 3.00 p.m. on April 17<sup>th</sup> , 2023.
2. The tenderer should visit the site and acquaint himself with the site conditions and should study all the tender documents carefully and understand the tender contract conditions, specifications etc. before quoting. If there are any doubts they should get clarification in writing.
3. Late tenders i.e. tenders submitted / received after 3.00 p.m. on April 17<sup>th</sup> , 2023 will not be considered.
4. The tender documents are non-transferable.
5. All the entries in the tender documents must be made in English and all entries must be by hand and written ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the BANK in its discretion.
6. The tenderer should quote the rate and amount for the assessed quantities (area) of each item. The rates for each item should be written both in figures as well as in words. Erasures, alteration, and overwriting must be avoided. Wrong figures and words, if any, should be scored out and the correct figures and words neatly written authenticated by the signature of the tenderer. No advice of any change in rates or conditions after opening the tender will be entertained.
7. In the event of any discrepancy in the rates quoted in words and figures, the former shall be prevail. Mathematical computation error, if any, in the amount shall however be rectified.
8. The Employer has assumed that Contractor is fully aware of all items of work. Some items of work will be done simultaneously and some items will be done in sequence and different operations in different times.

9. The Contractor is responsible for the due and proper execution of all the works, terms and conditions stipulated under this contract. Before offering his tender, Contractors should visit the site of works to ascertain the nature of work and to collect all relevant information such as general, local, physical & climatic conditions of the site, availability, handling and storage of materials, water, electricity, availability of labour, roads, the configuration of the ground. Any failure on the part of the Contractor in this regard shall not absolve him from any responsibilities or obligations under this contract and no claim whatsoever on account of these shall be entertained.
10. On receipt of intimation from the BANK for the acceptance of his/ their Tender, the successful Tenderer shall be bound to implement the Contract and within ten days thereof, the successful Tenderer shall sign an agreement if called upon to do so, but the written acceptance by BANK of a Tender will constitute a binding contract between BANK and the person so tendering, whether such formal agreement is or is not subsequently executed.
11. The tenderer should note that unless otherwise stated, the Tender is strictly on item rate basis and his attention is drawn to the fact that rates for such a every item should be correct, workable and self –supporting. The quantities in the Schedule of Quantities approximately indicated the total extent of work, but may vary and even be omitted thus altering the aggregate value of the Contract. No claim for any compensation shall be entertained in this regard.
12. The tenderer must obtain all the information which may be necessary for the purpose of tendering for himself, on his own responsibility and at his own expenses and for entering into a Contract must inspect the Site of the work and all matters pertaining thereto, regarding supplying, fabricating and erecting at Site without any damage to the existing property of the Client’s or their neighbors, if any.
13. INDIAN BANK does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. INDIAN BANK also reserves the right to divide the work between two or more tenderers and the successful tenderers shall have to carry out even part orders for various items at quoted rates. No variation in rates shall be allowed on this account under any circumstances, whatsoever no correspondence will be accepted / entertained in this connection and Bank decision shall be final conclusive and binding on all.
14. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in Railway Freights or any conditions whatsoever.
15. The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the finished work and shall include all charges for:
  - i. Design, Fabrication, supply and installation at Site, Labour, maintenance, fixing, arranging, cleaning, making good, hauling etc.
  - ii. Plant, double, scaffolding, frame work, ladders, ropes, nails, spikes, tools, materials, workmen, protection from weather, temporary support, platform, and maintenance of the Same. Insurance for labour materials and third party.
  - iii. All taxes applicable and prevailing from time to time, which are leviable or any other levy imposed by Central Government or State Government or any Local Authorities, other than GST.
  - iv. Packing, transportation, loading and unloading, freight charges, transit
  - v. Covering for the walling and other works during inclement weather or strikes or whenever Directed, as necessary.
  - vi. All temporary canvas, lights, tarpaulin, barricade, water shoots etc.
  - vii. All measures required to be taken for protection of existing works.
  - viii. All such temporary weather-proof sheds at such places and in a manner approved by the Architect for the storage and protection of materials against the effects of sun and rain.
  - ix. Testing of materials.
  - x. No tools and plants shall be issued by the Bank under the Contract.
16. All the payments of bills for the work shall be done only from Fort Branch after sanction from MUMBAI ZONAL OFFICE, INDIAN BANK.
17. For any clarification in any item of work, The contractor should get the same from the interior designer before carrying our the work and all items of work should be carried out with the approval of the Bank.

**EARNEST MONEY DEPOSIT/ SECURITY DEPOSIT/ MOBILIZATION ADVANCE**

1. The tenderer is required to deposit towards Earnest money in the form of a Demand Draft drawn in favour of “INDIAN BANK” and submit the Demand Draft along with the tender. Tenders unaccompanied by the requisite Earnest Money Deposit will be summarily rejected.
2. EMD of the selected contractor / Tenderer will be retained as part of the Security Deposit required for due and satisfactory fulfillment of the contract in terms of the conditions of contract but shall be forfeited, if the Contractor / tenderer fails to execute the agreement or start the work within 15 days of receipt of acceptance letter or if he

withdraws his bid within the period of validity of the bid (90 days). EMD of the unsuccessful tenderers shall be returned.

3. The Contractor shall pay Security Deposit @ 10% for the Contracted amount towards the security deposit after adjusting the EMD shall be recovered in full from the first "on account" bill.
4. 50 % of the retention amount shall be refunded to the contractor on virtual completion subject to the following:
  - i. Issue of Virtual completion Certificate by the Premises Department.
  - ii. Contractor's removal of his surplus materials, equipment, labour force, temporary sheds /stores etc. from the site. (excepting for a small presence required if any for rectification during defect liability period and approved by the BANK).
5. The remaining 50% of the amount may be refunded 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the works and rectified all defects in accordance with the condition of the contract, including site clearance.
6. Defects liability period: Defects pointed out during the defects liability period of 12 (Twelve) months from the date of virtual completion of work, will be satisfactorily rectified by the contractor at no extra cost to the Employer with end satisfaction.
7. No interest shall be payable on the EMD/SD amount.
8. No payment will be made towards mobilization Advance.

#### **VALIDITY OF TENDER BID**

1. The tender rates shall remain valid for a period of 90 days from the date for receipt of tender.
2. The tendered Rates shall remain firm during the contract period and no price escalation shall be permitted,

#### **BANK'S RIGHT OF ACCEPTANCE OF BIDS**

The BANK does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. BANK also reserves the right to divide the work between two or more tenderers and the successful tenderers shall have to carry out even part orders for various items at quoted rates. No variation in rates shall be allowed on this account under any circumstances, whatsoever no correspondence will be accepted / entertained in this connection and BANK's decision shall be final conclusive and binding on all.

#### **BID, QUANTITIES / MEASUREMENTS**

1. Price bid shall be quoted for all the items described in the schedule of quantities. Price quotation for part items of the schedule shall not be accepted and such tender shall be summarily rejected.
2. No payment shall be made for the personal visit for assessing the quantities/ measurements for the preparation of the tender bid.
3. Quantities / measurements for which the bid for various item is submitted shall be given precisely in the schedule of Quantities, These quantities and measurements shall be based on the basis of personal assessment and physical verification at site.
4. The Contractor shall calculate realistic quantities after receipt of drawings and after submitting first interim bill but before submitting the second interim bill to Bank.
5. Any work done at factory will not be counted in the running accounts bill until the material is brought on site.
6. Excess quantity shall not be executed without written permission from Bank. In case of upward or downward revision in quantities of items, the rate quoted by the Contractor shall remain firm at all the times.
7. The contractor shall take joint measurements with the Architect/Bank representative before covering up or otherwise placing beyond the reach of measurement any item of work should the contractor neglect to do so, the same shall be uncovered at contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same, was executed.
8. In case of any class of work over which there is no specification mentioned, the same shall be carried out in accordance with the latest Indian Standard Specifications subject to the approval of the Architect / Bank.

#### **DIMENSIONS:**



1. Figured dimension are to be followed in all cases, Large scale details take precedence over small scale drawings, In general the drawings shall indicate the dimensions positions and type of construction, the specification shall indicate the qualities and methods, and the bill of quantities shall indicate the quantum and rate for each item of work.
2. Any work indicated in the drawings and not mentioned in the specifications or vice-versa shall be furnished as though fully set forth in both. Any ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings / documents shall be promptly brought to the provisions giving more rigorous interpretation shall prevail but in the event of disagreement between the contractors and the supervisors, decision of interior Designer shall be final. In case of any discrepancy, the contractor is to ask for an explanation before proceeding with the work. However specifications will prevail over the drawings.

**OBSERVANCE/ COMPLIANCE OF LABOR LAWS AND OTHER STATUTORY PROVISIONS FOR THE CONTRACT**

1. The contractor shall, in the execution of the contract, be responsible to comply with all the labor laws & statutory provision governing the work, such as, but not limited to, the following Laws or any other act or enactment relating thereto and rules as amended up to date.
  - a. Contract labor (Regulation & Abolition) Act. 1970. The Contractor shall submit a copy of the license obtained under this act along with the bid.
  - b. Employees State Insurance Act for Security and Insurance of staff/ workers.
  - c. Payment of Wages Act.
  - d. Minimum wages Act, 1948.
  - e. Workmen's Compensation Act.
  - f. Industrial Disputes Act.
  - g. Bank's Liability Act

The Contractor shall abide by and adhere to all labour laws, PF, ESIC, etc. The Contractor shall work only on and during hours of working day unless he obtains prior approval of the Architect / Bank. The Contractor will observe and abide by the rules and regulations of the public Authorities regarding overtime, night working and any particular rule regarding nuisance to the residence that may result there from.

2. The works to be carried out under the contract shall, except as otherwise provided in these conditions, include all labor, supervision, materials, tools, tackles, plants, equipment, transport, lead/ lift of materials etc. as may be required for execution and completion of the works.
3. The materials used for the work shall be of prescribed quality / standard and the work executed according to the prescribed specification. Materials and mix not being of the specified standard / specification shall be rejected at the cost of the contractor.
4. After completion of work all accumulate debris, dirt etc shall be removed and disposed away from the BANK premises by the contractor at his expense and no payment shall be done / made for that.
5. Doors, Windows, Staircases and passages shall be cleaned / washed by the contractor as part of the contract work without any additional payment.
6. The debris shall be removed from the site every three days.
7. The contractor shall clean the site everyday before the closure of work.
8. No additional work is to be carried out by the contractor unless instructed by the BANK through Architect. The contractor will have to carry out the item of work with prior permission from BANK and as per instruction from Architect which may not have been specified in tender but necessary for completion of job.
9. Any extra item of work carried out other than specified in tender will be paid by the BANK as per the actual expenses and 15% for overheads and profit certified by Architect.

**INCOME TAX**

1. The bidder shall indicate his Income Tax PAN/GIR Number.
2. Income Tax at applicable rates of the amount of each payment shall be deducted and deposited with the Government as per Current Statutory provision if applicable. On completion of the work, a certificate for the Income Tax deducted at source given to the contractor.

**DOCUMENTS TO BE COMPLEMENTARY**

All sections of contract document and working drawings shall be complementary to each other. In case of ambiguities, discrepancies or contradictions between any two sections. Bank / Architect's decision shall be final and binding on the contractor for interpretation of same.

### **COMPLETION PERIOD**

Time is the essence of the contract and the contractor is required to complete the entire work to the satisfaction of the Bank in 75 days from the date of commencement of work.

### **PROGRAM WORK AND PROGRESS REPORTS**

The successful contractor will have to submit a detailed bar-Chart indicating the schedule of various activities from the date of commencement till completion and get the same approved by Architect. Contractor shall strictly adhere to the same. This program shall form part of contract and shall be binding on the contractor. However, the BANK reserves the right to alter the Program, if necessary, from time to time, No claim whatsoever of any nature by the Contractor on this account shall be entertained by BANK. They shall also have to write their requirements about co-ordination from other agencies working at site.

### **WATER & ELECTRICITY REQUIREMENT**

1. The Contractor will be permitted to draw and use water from BANK's U/W Tank and O/W Tank. He will not claim any compensation for late, intermittent and no supply of water. At the time of shortfall, the Contractor will arrange water without any extra cost. The Contractor has to arrange 'Sintex' tanks of adequate capacity to store water and pumps and pipes for distribution of water from tanks to work place free of charge. The site for storage and distribution of water will be decided by the owner / Bank.
2. The Contractor will be provided Electricity at one point by the BANK free of cost, only most convenient to the Bank. He will also ensure that all safety measures are adhered to at his costs. The Contractor will not make any wastage of this facility nor will claim any compensation for late or intermittent supply for electricity. Cost of power shall be born by the BANK. Any accidents, mishaps, etc. due to fault and negligence of Contractor's workmen, the Contractor will be responsible and indemnifies and keep indemnified the members of the managing and repair committee and the BANK.

### **DELAY IN COMPLETION OF WORK**

1. Liquidated damages per week will be 1% of the contract value inclusive of non-completion of work in time including Sundays and holidays per week, subject to maximum of 10% of contract value. The Bank may without prejudice to any other mode of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor of his obligations and liabilities of this contract.
2. If in the opinion of the Bank / Architect, the works gets delayed due to causes which the Bank may consider being beyond the control of the contractor, the Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect there of. For extension of time for completion, the contractor has to apply in writing with detail reasons.

### **PAYMENT SCHEDULE**

1. 50% of work completion, including transportation, loading, unloading, Octroi charges etc. and nothing extra will be paid on any account. In the event of variation in the Quantity / Area, the payment shall be made on the basis of the actual Quantity / Area at the quoted Rate.
2. Bill in Triplicate duly Certified by Architect shall be submitted to Bank after satisfactory completion of the work. Payments to the contractor shall be made within 15 days of submission of each "on account" bill. Bill submitted by the contractor must contain item wise quantity of work done in a manner that verification of work done can be done. The quantities for which the bills are submitted shall be subject to physical verification before payment.
3. In the event of variation in the Quantity / Area, the payment shall be made on the basis of the actual Quantity / Area at the quoted Rate.
4. No interest will be given for late payments.
5. All payments to the Contractor shall be made subject to deduction of taxes at source at the rate applicable.
6. Final payment, except Security Deposit (which is to be released only after the defect liability period including observing the performance of water proofing during the rainy season) shall be made within 30 days from the submission of the final bill after verification of the completion of the work. No further claim except the security Deposit after the submission of the FINAL BILL shall be accepted.
7. For final payment, the Contractor will submit details of all items, payments received for works and materials, any claim and net balance due which Architect/ Bank will check, make any adjustments if any, will receive 'No Claim' from the Contractor and pay and settle the same if any.

8. The Contractor will submit original certificate for payment of Works Contract Tax in respect of the Owner / Bank or else the same will be deducted from his bills.
9. The decision of the Architect and repair committee for payment or for any extra work to be made or any deduction to be made from the whole cost of the work or any other matter whatsoever relating to the contract shall be final and binding to all parties.
10. The Contractor shall be liable to pay Rs. 500/- per day as penalty in the event of default for any reason whatsoever in the removal of debris and / or materials and / or tools and / or plants and / or equipment within 7 days from the written instructions given to contractor to do so till such removal takes place. The Bank may without prejudice to any other mode of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor of his obligations and liabilities of this contract.

#### **SUBLETTING**

The selected contractor shall not sub-contract the work to any other individual, Agency or firm.

#### **DEFECTS IN WORK**

1. Any defects / deficiency pointed out by the BANK's authorized person(s) shall be removed / rectified to his / their satisfaction, otherwise payment for such items(s) shall not be passed till the defect/ discrepancy is removed / rectified by the contractor.
2. The Architect shall have the power to withhold any certificate of work and/ or part thereof not being carried out to his satisfaction and he can make the necessary corrections in previous certificate in any subsequent certificates.
3. In case the Contractors are disobeying Architect/ Bank, they may get bad work replaced in the manner the Architect think fit at the cost and consequences of the Contractor.
4. The Architect/ Bank shall have the right to alter, omit and abandon any part of work without invalidating the contract. If any work is over and above that included into the Contract and is required to be executed at site, the Architect/ Bank has power either to delegate this work to Contractor as an extra item or to any outside Contractor, as the case may be.

#### **SECURITY OF WORKS / MATERIALS / STORES ETC OF THE CONTRACTOR AND BANK'S PROPERTY**

1. The Contractor shall be responsible to make safety arrangements at his own cost for his materials / stores, storages, etc. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned therein.
2. The Bank will provide the contractor open space for storing the cement. The area has to be maintained by the Contractor during the period of work. He can construct a temporary shed and he alone will be responsible for his materials.
3. All stores and materials brought to the site shall become and remain the property of the Bank and shall not remove from the site without prior written approval of the Bank. When the work is finally completed or the contract is determined for reason other than default of the Contractor, he shall forthwith remove the same from site.
4. All tools, plant and equipment brought to site by the Contractor shall not be removed from the site without prior written approval of the Bank. When the work is finally completed or the Contract is determined for reason other than default of the Contractor, the Contractor with prior written permission of the Bank shall forthwith remove the same from site all tools, plant and equipment.
5. For any damage / injury to the BANK's property or to any member of the BANK or to the members property on account of any unsafe practices adopted or by any un-prudential action by the Contractor or by his men, the contractor shall be responsible. BANK reserves the right for recovering proper remedy / compensation for the same from the contractor.
6. Contractor should indemnify and keep indemnified the Bank against any legalities arising out of labour rules, local authorities rules etc. during the execution of work and any losses and claims for injuries or damage to any person or any property and should take third party insurance in the joint name of Bank and contractor.
7. The Contractor shall ensure protection to the owners, flat owners, occupiers of the Bank, other properties near site and to the public in general. The approach is kept free at any time.
8. The contractor must take all measures and precautions to prevent death / injury to his own labors or any other person and shall take THIRD PARTY (Public Liability) Insurance Policy in the joint name of BANK and contractor at his own expenses. This will be comprehensive and all risks covered to safeguard all men, materials and property during and on account of the execution of work under this contract and will submit certified copy to employee.

- a. All Risk Policy with accidental cover to neighboring property due to work of contractor's workmen.
  - b. Workmen's Compensation Policy.
  - c. Automobile Third Party Insurance with unskilled third party liability of his vehicles or his suppliers or debris removal vehicles, etc. damaging any cars, etc. while bringing, removing materials, etc.
9. The contractor shall, if required by Architect / bank, arrange to test materials and / or portion of the work at his own cost in order to prove their soundness and efficiency. If after any such test, the material or portion of work is found, in the opinion of the Architect and Bank to be defective or is found, in the opinion of the Architect and Bank to be defective or unsound, the contractor shall pull down and re-erect the same at his own cost. Samples of materials and workmanship shall be submitted by the contractor for the approval of the Architect / bank before procurement and execution.
10. Contractor shall submit written performance guarantee from the manufactures of all bought out items.
11. The Contractor shall submit original copies of invoices, order forms for any materials purchased for project work, to the Bank / Architect if called for.

#### **CONTRACTOR'S SUPERVISION**

1. The Contractor shall give and provide all necessary superintendence during the execution of work and as long after as Architect / Bank may consider necessary for proper fulfilling of Contractor's obligations under the contract. The Contractor shall himself supervise the execution of contract and shall appoint a full time competent agent (site engineer / supervisor) approved by the Architect / Bank to act on his behalf and to be present all throughout at site. The Contractor shall further employ engineers and assistants to the above to supervise the work in sufficient numbers to the satisfaction of Architect / Bank. These engineers must be completely authorized by the Contractor to represent him and to receive and execute order and instructions by the Architect / Bank as if Contractor himself is present. The Contractor shall visit the site daily and shall have minimum once a week, or more as the case may be, joint meeting with the Architect & Bank on a day fixed jointly by the Architect and the Bank.
2. The Contractor shall provide and employ on site in connection with the execution and maintenance of the works:
  - a) Only such assistance's as are skilled and experienced in their respective fields and qualified and such agents, foreman and leading hands as are competent to give proper supervision to the work.
  - b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the work.
  - c) The contractor shall employ a whole time qualified and competent supervisor for the work, whose name shall be notified and who shall interface with the BANK's representative(s) for the ongoing contract work.
3. The Architect / Bank shall be at liberty to object any Contractor man / men, employed by him, for misconduct or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Architect / Bank to be undesirable to work within the premises of BANK. Any person so removed from the works shall be replaced immediately by a competent substitute.

#### **INSURANCE**

The contractor shall obtain adequate insurance cover at his own cost for work against any loss or damages as well as workman compensation and third party risk, until the date of virtual completion of the work, The insurance cover shall be in joint names of the owner and the contractor, is to be deposited with the owner within 7 (twenty one) days from the date of issue of work order.

#### **OCCUPATION OF PARTIALLY COMPLETED PORTION BY THE BANK**

The Bank shall be entitled to and will be at liberty to occupy even the partially completed portion of the work by themselves or through their agents and servants if they so desire. Necessary extension of time for completing the work shall have no claim for any compensation whatsoever due to the delay, if any involved in completing the work on account of partial occupation.

#### **MOCK UP**

The Contractor shall prepare a mock-up of items, if required, strictly in accordance with the specification, free of cost, for approval of Architect and Bank. The work on these items shall proceed further only after the approval of the mock-up.

#### **UNSCHEDULED ITEMS OF WORK**

1. Work should be carried out strictly as per the standard specifications given in Tender document and the directions of the Engineer Workmanship / Work of substandard nature will not be accepted and paid for.
2. Any work carried out as per specifications and found defective in opinion of architect / consulting engineer shall be demolished are replaced by new work by contractor to the satisfaction of architect / consulting engineer.

3. If change in any item or additional work is to be carried out while executing the job by the contractor will be executed with prior consent from the Bank and as per instruction from Architect which may not have been specified in tender but necessary for completion of job.
4. In case of any dispute the decision of Bank will be final and binding on the contractor.
5. The Contractor shall comply with all acts and regulations for the successful completion of the contract works and shall give due notice and pay all fees / taxes etc. as per statutory requirements.
6. No additional work is to be carried out by the contractor unless instructed by the Bank through Architect.
7. All materials to be delivered at site. If the material used for the work is not in conformity with the specifications, the same shall be replaced at your cost. All the material required for the above work shall be arranged by the contractor at his own cost.
8. Selection of material to be done in consultation with the Bank's representative / Engineer. The Contractor shall, if required by Architect/Bank, arrange to test materials and / or portion of the work at his own cost in order to prove their soundness and efficiency. If after any such test, the material or portion of work found, in the opinion of the Architect and Bank to be defective or is found, in the opinion of the Architect and Bank to be defective or is found, in the opinion of the Architect and Bank to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost. Samples of materials and workmanship shall be submitted by the contractor for the Approval of the Architect / Bank before procurement and execution.
9. Rules for varied/deviated or extra items to be worked out on the rates quoted in the Tender for the similar items. Wherever it is not possible to base the rates for varied/ deviated or extra items on Tender quoted rates then the rate analysis is to be submitted by the contractor will include the actual cost of material, Taxes, Transportation if any, Miscellaneous expenses, Labour, Wastage of materials, 15% towards contractors overheads and profit.
10. Bank will provide free Electricity and Water for the execution of work. However the Contractor shall make his own arrangement to draw the power and water from source as decided by Bank.
11. While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the offices / people functioning in the premises.
12. On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave whole of the site and the works clean and in a workman like condition to the satisfaction of client. No extra payment will be made for this purpose. After completion of work all accumulated debris, dirt etc shall be removed and disposed away from the Bank premises by the contractor at his expense. The Contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material.
13. Doors, Windows, Staircases and passages shall be cleaned / washed by the contractor as part of the contract work without any additional payment. The contractor shall clean the site everyday before the closure of work.
14. Adequate number of fire extinguishers, first aid boxes, must be provided on the site by the contractor.
15. Any item work which is not specified in the schedule and which is not capable of assessment by sight (visual) inspection and which becomes known only after the contract work has commenced, such as broken/ leaky pipes, cracks in walls, seepage. Percolating through the walls, beams / pillars etc shall be, on joint inspection, by the BANK and Contractor, assessed for quantum and the rate decided on mutual consultation.

#### **VARIATIONS**

1. The Architect/ Bank shall make any variations of the form, quality or quantity of the works or of any part thereof that may in their opinion be necessary and for that purpose or for any other reason it be necessary, the Contractor shall do any of the following :
  - a] Increase / decrease/ omit any work
  - b] Change, character, quality, level, lines, position, dimensions etc.
  - c] Execute additional work of any kind as may be necessary for completion of the work.
2. And no such variation shall in any way vitiate or invalidate the contract but the extension of proportionate time limit, if any, for all such variations shall be taken in to account.
3. The Contractor shall make no such variations without an order in writing by Architect / Bank.

**CANCELLATION OF THE CONTRACT OR PART OR FULL ON CONTRACTOR'S DEFAULT:**

If the Contractor shall at any time:

- a) Become bankrupt or insolvent.
- b) Make an arrangement without assignment in favour of his creditors or agree to carry out the contract under the committee of Inspection of his creditors.
- c) Being an individual / partner / company or corporation go in to liquidation.
- d) Have action levied on his goods or property on the works.
- e) Assign the contract or any part thereof otherwise than as provided in the general condition of the Contract.
- f) Abandon the Contract.
- g) Persistently disagree the instructions of the Architect / Bank and or contravene any provisions of the contract including general accepted principles of working.
- h) Stopping the work under flimsy excuse with threatening attitude or showing discourtesy to members so the majority members wish this.

In that case, the Bank may determine and terminate the contract after giving due notice and time to the Contractor. The Bank shall be entitled after giving due notice in writing for removal of the Contractor from whole or any portion of work, without avoiding the Contract or releasing the Contractor from any of his obligation or liabilities under the Contract and adopt any or several of the following measures:

- I. Rescind the Contract, in which case the security deposit of the Contractor shall stand forfeited to the Bank without prejudice to Bank's right to recover any amount from Contractor,
- II. Carry out the work or any part thereof by employing other agency and required labour and materials and debiting on Contractor's account.
- III. Measure up the work executed by the Contractor and to get the remaining work completed by another contractor at the risks and expenses of the Contractor. In the event of any several of the courses referred above being adopted.
- IV. Upon non-completion of the work, upon use of sub standard quality, upon non co-operation, upon a deadlock on a particular issue between the Owner/ Bank and the Contractor / Architect.
  - a. The contractor shall have no claim for compensation for any loss sustained by him by any reason for material purchased by him, tools, machinery, labor to retain the same in further execution of the work for wear, tear and destruction caused by his negligence.
  - b. The Bank shall be entitled to take possession of any materials, tools, machinery, equipment which was on site, as if those are the property of Bank to carry out the balance work, In this case Contractor is not entitled for any compensation for use and employment of the same.

**ARBITRATION CLAUSE**

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching of concerning the work or the execution or maintenance thereof of this contract or the right touching of concerning the works or the execution or maintenance thereof of this contract or the construction, remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or Branch 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 Appointing Authority who shall be appointed for this purpose by the Bank, 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 Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the Contractor, a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt by him of the names as aforesaid, select any of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by him of the names. The Appointing Authority shall thereupon without any delay appoint the said person as a sole Arbitrator, if the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Appointing Authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid selected any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within thirty days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall, however, continue during the arbitration proceeding 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 issues 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 published 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 place as may be fixed by the arbitrator in his sole discretion.

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

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the Provisions of the Arbitration Act, 1996 or any statutory modification or re-enactment thereof and the rules made there-under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

I / We hereby declare that I/We have read and understood the above conditions for the guidance of Tenderers.

Seal :  
Place :

Signature of the Contractor  
Address :

### **SPECIAL CONDITIONS OF CONTRACTS**

1. All materials, tools, plants and equipment to be used for construction, shall be brought and stored on BANK premises by the Contractor in a manner directed in specifications for construction materials at his own cost and risk including his own security arrangement without causing hindrance to occupants.
2. All due precautions shall be taken by the Contractor to prevent damage including that of window panes, as a result of Contractor's action will have to be made good by the Contractor at his own expense.
3. a) All debris resulting from breaking work shall be carefully lowered on specially constructed platforms preferably in specially provided chutes and suitable screens and hoppers shall be provided to ensure that as far as possible no debris flies or rebounds from the building and / or scaffolding. Under no circumstances shall debris be thrown down on the ground or footpath.  
b) The Contractor shall regularly remove all waste and debris from the site. Dumping of debris temporarily on the premises shall be strictly in location allotted for the purpose and nowhere else. Every day after working hour's sweepers must clean the site.
4. The Contractor will provide at his own expense necessary sheds, passages, special covering, platforms to be constructed in front of main entrance, BANK office, staff toilet, and also netting, kantans, etc. in area of common passage at the work site.
5. Proper cordoning off shall be maintained at all times to ensure that no children or unauthorized persons enter the work area.
6. The Contractor shall bear in mind that he have to carry out part of work inside the premises of the occupants and he will take extreme care not to damage inside Branch.
7. The contractor shall provide at his own cost necessary sanitary and drinking water facilities for his workers more about in area of site only and they commit no nuisance.
8. When a contractor is selected, if Architect/ Bank find any anomaly in rates of some specific items, the Contractor shall furnish explanation and rate analysis.
9. Rates quoted by the Contractor shall include all terminal taxes, octroi duties, central or state excise duties, import duties, sales tax and any other taxes leviable under the state or central government or public rules. No claim whatsoever shall be entertained in respect of escalation in prices of materials, labour etc. except change in taxes announced by Municipal or Government bodies subsequently. Rates quoted also include work Contract Tax. M.W. Tax, extra water charges, all liaison work with Municipal Authorities for Building Department, Water Department, Pest Control etc. including specific bills of water charges and sewage charges raised by BMC towards the repair works under taken including all out of pocket expenses. The Contractor at his costs and expenses shall obtain all permission from BMC, etc.
10. The contract shall not be deemed to be duly completed until maintenance certificate have been issued by the Architect recording that the works have been completed and maintained to his satisfaction and will be issued after defect liability period is over and after ascertaining the views of the repair committee.
11. The Contractor is responsible for the execution of all works, which is more particularly set out as per terms and conditions of the Agreement. The Contractor is well aware about the dangers and hazards for the completion of the said work. It is the Contractor who would be responsible in the event of breakage of glass of windows, etc. of the BANK and Contractor will take all precaution of BANK's property so as not to damage them.
12. The Contractor shall, at his own expense supply all the stores and materials required for the contract. All the materials to be supplied by the Contractor shall be of the best of kinds, and only of ISI standard. The Contractor shall furnish necessary proof to the satisfaction of the Architect / Bank that the material complies with specifications as described in the Technical specifications. The Contractor shall, at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work for the approval of the Architect / Bank, who may reject all materials not corresponding either in quality or in character with the approved samples. The Contractor is made aware that there will be no basic rate for all construction materials.



13. The Contractor shall not enter on or take possession of the site unless permitted to do so by the Bank. The portion of the site to be occupied by the Contractor will be clearly defined and indicated by the Bank and the Contractor will on no account be allowed to extend his operation beyond these areas. Then on completion, completely clean the areas of works against his final completion of work done in that area.
14. The Contractor shall suspend the execution of the work of any part/s thereof, wherever called upon in writing by the Bank / Architect to do so and shall not resume work thereon until so directed in writing by the authority. The Contractor shall also suspend the execution of work or any part thereof under notice of court, Government or Municipal Corporation unless the Architect / Bank instructs otherwise in writing. The Contractor will be allowed an extension of time for completion equal to period of suspension and no claim otherwise will be considered for payment. Time may also be extended to allow for alterations of work or deviation from the contract if it is felt reasonable by Architect / Bank.
15. If Bank has permitted the contractor to house his workers on site in specified areas, during progress of work he will erect temporary structures of the approved standards and scales for his workers and maintain at his own expenses. The Contractor should demolish / remove temporary structures before the main work comes to an end and clear the site. This facility is not incorporated in contract and will be exclusively at the discretion of the Bank and the Bank can stop this facility in the middle of work and Contractor cannot claim anything whatsoever for taking away this facility any time. If this facility is granted, he shall be responsible for giving all necessary notices of infection and contagious disease of his workers and instantly remove such cases from site. The Contractor shall obtain all necessary permission from municipality, government, etc. at his own costs.
16. It is hereby clarified that within the guarantee period of the entire work the owner / Bank observes any hitches or lacunas or damage caused to the flat and / or common area and / or the BANK's property, the Architect / Contractor shall be communicated regarding the same. The Architect / Bank would visit the premises and give their comments in respect of the same. The rectification of the damaged area is the sole prerogative and responsibility of the Contractor who is to rectify the said damage at his costs, etc. within the decided time frame as mutually decided between the parties. In the event of failure of the Contractor to rectify such error the Bank / Owner shall have the full liberty to deduct the amount of loss at cost from the balance amount due end payable to the Contractor.
17. The Contractor shall clean and level up the premises and open spaces in and around building to the satisfaction of the Bank at regular intervals and after completion of work. If he fails to their satisfaction, the same shall be carried out by the owner at Contractor's risk, cost and consequences and work will be treated as incomplete.
18. It is hereby clarified that the Employees / Workers who would be assigned the work and who would be temporarily lodged in the premises of the owner shall have no access whatsoever in the building after the completion of the work for the particular days. The workers shall not enter the building for the purpose of taking water or for any other Private jobs that would be given by the flat owners during the subsistence of the work assigned.

## **TECHNICAL SPECIFICATIONS**

### **CARPENTRY AND FINISHING WORK**

#### **1. GENERAL :**

- 1.1 These specifications are for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, to the satisfaction of the banks/architects.
- 1.2 The workmanship is to be the best possible and of a high standard. The contractor shall take all steps immediately to make up deficiency if any by the banks / architects. Use must be made of special tradesman in all aspects of the work and allowance must be made in the rates for the same.
- 1.3 The materials to be provided by the contractor shall be in accordance with the samples already got approved from the banks/architects by the contractor and in conformity with specifications and approved list called upon to do so by the banks / architects.
- 1.4 Samples of all materials are to be submitted to the banks / architects for their approval before the contractor orders of deliver the material to the site. Samples together with their packing are to be provided free of charge by the contractor and should any materials be rejected they will be removed from the site at the contractor's expense. All samples will be required to submit specimen finishes of colors, fabrics etc. for the approval of the banks / architects before proceeding with the work.
- 1.5 The contractor shall be responsible for providing and maintaining temporary overages required for the protection of finished work. He is also to clean out all wood shavings, cut ends and other waste from all parts of the works before coverings or infillings are constructed.
- 1.6 The contractor shall maintain uniform quality and consistency in workmanship throughout the execution of the work.

#### **2.0 Joinery in woodwork**

- 2.1 The contract surfaces between internal frame and the cover material shall be glued with approved adhesive in addition to fixing with necessary screws etc.
- 2.2 After preparing proper surface of the cover material by sand-papering etc. the laminates or veneers shall be fixed on it with the help of approved adhesive
- 2.3 Framework for full height partition shall be rigidly fixed to the floor, walls and ceiling soffit. The partition height shall be measured up to bottom of false ceiling and framing members / ply going above shall not be measured, except where specifically mentioned.
- 2.4 Any portions that are warped or found with other defects are to be placed. The whole of the work is to be framed and finished in a workman like manner in accordance with the detailed drawings and the direction of banks/architects and
- 2.5 whenever required, fitted with all necessary metal ties, straps, screws, adhesives, etc. joinery work generally to be finished with fine sand / glass paper.
- 2.6 All joints shall be standard mortise and tenon, dowel, dovetail and cross halved. Screws, nails etc. will be of standard iron or wire of oxidized nettle fold, tenons should fit the mortises exactly. Where screws show on a finished surface, those will be sunk and the hole plugged with a wood plug of the same wood and grain of the finished surfaces will be neatly punched and hole filled with woodfiller to match the colour. The contact surface of dowel, tenons wedges etc. shall be glued with an approved adhesive.
- 2.7 Nailed or glued butt joined will not be permitted.
- 2.8 Where screw heads are on a finished surface, those will be sunk and hole plugged with a wood plug of the same wood and grain to match the color.

#### **3.0 TIMBER**

- 3.1 All wood for internal framework shall be strictly as specified in the tender document under approved list of material. The wood shall be of natural growth and free from worm holes, loose or dead knots or other defects, sawn square and shall not suffer warping, splitting or other defects. All other exposed wood shall be properly seasoned of natural growth and shall be free from worm holes, loose or dead knots or other defects, sawn square and shall not suffer warping, splitting or other defects.
- 3.2 The moisture content shall not exceed 12%
- 3.3 All Internal framework shall be treated with approved wood preservatives.
- 3.4 All wood brought to site shall be clean, it shall not have any preservative or other coating / covering.
- 3.5 All rejected, decayed, bad quality wood shall be immediately removed from site, as may be directed.
- 3.6 All the dimensions mentioned for T.W. members are finished size.
- 3.7 All woods should be properly seasoned of natural growth and free from worm holes, loose or dead knots or other defects and shall not suffer warping, splitting or other defects. All internal framework shall be treated with approved wood preservative.

#### **4.0 PLYWOOD**

All plywood shall be strictly as per approved list of material and approved by bank/architect. The plywood shall have ISI mark and relevant registration no. on the product.

Plywood should be used after applying white anti termite liquid. Nails or screws fixed in the plywood should be equally spaced. The plywood sides wherever they are visible should be covered with the beading patti. Too many joints in furniture pieces will not be considered. Rough finished sides while fitting the fixtures like locks, hinges etc. will not be considered. The contractor will have to make punctures of cutouts as required by electrical or any other contractor, for

which no separate payment will be made by the Bank or by the respective contractor. All contractors will work in team of good spirit and in good faith. Certain details shall be modified as per the site adjustments.

**5.0 Hardware and Metals:**

- 5.1 All the screws / bolts with nuts to be used shall have oxidized finish (unless required otherwise). Of approved shape, size and quality.
- 5.2 Fittings shall be of brass or brass oxidized unless specified otherwise.
- 5.3 Samples of all hardware are required to be got approved in advance.
- 5.4 The agency should cover up and protect the brass surface by suitable material as necessary and subsequently clean it away at the time of handling over.
- 5.5 All hardware shall be fitted with good workmanship without the surrounding edges being damaged.
- 5.6 The hardware throughout shall be of approved manufacturer. The screw should match the finish of the article to be fixed and to be round or flat headed or counter sunk as required.

**6.0 Laminate :**

**6.1 All laminates on table tops, shall be as specified in tender of approved shade and make.**

- 6.2 The contractor shall get the sample showing the surface texture, pattern and color approved by Banks/Architects.
- 6.3 All edges, beadings, etc. shall also be finished in laminate.
- 6.4 No scratches or patches on laminates shall be considered.

**7.0 Fabrication in Metal**

- 7.1 All brazing and welds are to be executed in a clean and smooth manner, rubbed down and finished in flat and tidiest way, particularly where exposed.

**8.0 Glazier**

- 8.1 All glass is to be of approved manufacture, and as per approved quality and sample to be of the qualities specified and free from bubbles, air holes, waviness and other defects.
- 8.2 In cutting glass, proper allowance shall be made for expansion.
- 8.3 Glass for mirror shall be approved manufacture and quality.
- 8.4 On completion, all glasses surfaces shall be cleaned inside and all cracked, scratched glass/mirror shall be replaced.
- 8.5 Sun control film shall be non-reflective type pf approved make and shade. The fixing shall be without any defects such as air bubbles/creases/adhesive marks etc.
- 8.6 All glasses should be of approved manufacturer and free from bubbles, smoke, air-holes and other such defects. While cutting glass, proper allowance be made for expansion. All cracked, scratched and broken pane should be replaced.

**9.0 Paint and polishes**

- 9.1 All material required for the work shall be of approved manufacture, delivered to the site in the manufacturer's containers with the seals etc. unbroken and after use empty containers shall be stored till finally cleared by the banks.
- 9.2 All iron or steel/metal surfaces shall be thoroughly scraped and rubbed down with wire brushes and shall be entirely free from rust, mill scale etc. Before applying the primary cost.
- 9.3 Melamine polish/French polish/polyurethane finishes shall be properly finished without any flaw marks, spots, roughness etc.

**10.0 Metal frame suspended gyp board ceiling:**

- 10.1 Unless otherwise specified the suspended false ceiling shall have following specifications i.e. providing and fixing G.I. perimeter channels of size 0.55 mm size thick having one flange of 20 mm and another flange of 30 mm and a web of 27 mm along with perimeter of ceiling, screw fixed to brick wall/partition with the help of nylon sleeves and screws, at 610 mm centers. Then suspending G.I. intermediate channels of size 45 mm, 0.9 mm, thick with two flanges of 15 mm each from the soffit at 1220 mm centers with ceiling angle of width 25mmx10mmx0.55mm thick fixed to soffit with G.I. cleat and steel fasteners. Ceiling section of 0.55 mm thickness having knurled web of 51.5 mm and two flanges of 26mm each with lips of 10.5mm are then fixed to the intermediate channel at 457mm centers. 12.5mm tapered edge Gyp board (conforming to IS-2095-1982) is then screw fixed to ceiling section with 25mm drywall screws at 230mm centers. Screw fixing is done mechanically either with screw-driver and drilling machine with suitable attachment. Finally the boards are to be joined and finished so as to have a flush lock which includes filling and finishing the tapered and square edges of the boards with joining compound, paper tape and two coats of primer suitable for Gyp board (as per recommended practices of India Gypsum or equivalent)

- 10.2 For light fittings, grids diffusers and cutouts etc. have to be made with the frame of perimeter channels of size 20mmx27mmx30mmx0.55mm thick, supported and shall not be considered for extra changes.

**INDIAN BANK**  
**MUMBAI ZONAL OFFICE**  
2nd Floor, eAB Building, 37, Mumbai Samachar Marg, Fort, Mumbai 400 023

**PROPOSED BEAUTIFICATION OF SURROUNDING OF EAB BUILDING ON  
MUMBAI SAMACHAR MARG**

**PRICE BID**

**TENDER DOCUMENTS**

NAME OF THE CONTRACTOR :  
ADDRESS :  
DATE OF SUBMISSION : On or Before April 17<sup>th</sup> , 2023 upto 3.00 p.m.

**ARCHITECT**  
**SANKALPA ASSOCIATES**  
ARCHITECTS & INTERIOR DESIGNERS  
1001, ELEVEN HEIGHTS, SANT GORA KUMBHAR MARG, KUMBHARWADA, DHARAVI,  
MUMBAI 400017

## **LIST OF APPROVED MANUFACTURES /SUPPLIERS OF MATERIALS**

### **MATERIALS**

### **APPROVED MANUFACTURERS / SUPPLIERS**

- |   |              |   |
|---|--------------|---|
| 1. Plywood                                      | - Marine     | : Century, Green, Anchor  |
|   | - Commercial | : Century, Green, Anchor  |
| 2. Soft & Accoustic Boards                      |              | : Jolly Boards (Insulex), Sitapur Boards (Sitatex) Phenol   |
| 3. Veneer (Natural) 4mm Thk.                    |              | : Anchor, Kitply, India Plywood Mfg. Co.  |
| 4. Hard Board                                   |              | : Jolly Boards (Insulex), Sitapur Boards(Sitatex), Anchor   |
| 5. Door Closer                                  |              | : Everite, Tahilsons  |
| 6. P.V.C. Tiles                                 |              | : Karara  |
| 7. Synthetic Enamel Paint                       |              | : ICI, Asian  |
| 8. Plastic Emulsion Paint                       |              | : ICI, Asian  |
| 9. Dry Distemper & Oil Bound Distemper Paint    |              | : British Paints, Goodless Nerolac, Garware   |
| 10. Red Oxide Primer Paint                      |              | : Asian, Bombay Paint, Mercury Paints Goodless Nerolac  |
| 11. Wood Preservatives                          |              | : British Paits, Goodless Nerolac   |
| 12. Flush Doors                                 |              | : Sitaboards, Anchor  |
| 13. Metal Sliding Channel                       |              | : El-Binari   |
| 14. Drawer & Cabinet Lock                       |              | : Godrej  |
| 15. Laminate                                    |              | : Formica, Greenlam, Decolam, Merino  |
| 16. Screws                                      |              | : G.K.W., Nettle Fold.  |
| 17. Hardware                                    |              | : Shalimar, Cief, Vision.   |
| 18. Adhesive                                    |              | : Fevicol-Sh, Mafatlal's Movicol-Hv Ciba-Geigy's Araldite   |
| 19. Water Proofing Compound                     |              | : Roffe / Impermo / Accoproof/ Algiproof / Sunanda  |
| 20. Glazing                                     |              | : Triveni/Modifloat   |
| 21. Polyurathene Foam                           |              | : U-Foam  |
| 22. Rubber Foam                                 |              | : Mm Rubber Foam  |
| 23. Pest Control                                |              | : Pest Control & Anti-Termite Treatment For Interior Work<br>To Be Done By Local Renowned Contractor. |
| 24. Venetian Blinds                             |              | : Vista, Mac, Luxaflux & Arolux   |
| 25. Aluminium Sections                          |              | : Jindal, Indal   |
| 26. Structural Steels                           |              | : Tata Steel  |
| 27. Cement                                      |              | : Ordinary Portland Cement Of Larsen & Turbo, Ambuja, A.C.C.<br>Century Cement                        |
| 28. Reinforcement/ Structural Steel             |              | : Sail / Tisco / Torsteel   |
| 29. White Cement                                |              | : J. K. Cement Or Birla White   |
| 30. Sand Fine Aggregates Coarse Aggregates,     |              |   |
| 31. Bricks, Stone Slab And Murrum Filling, Lime |              | : Locally Available Material Duly Tested.   |
| 32. Tiles                                       |              | : Kajaria, Johnson, Bell, Nitco   |
| 33. Hardeners                                   |              | : Ironite / Ferok / Hardonate   |
| 34. Redoxide                                    |              | : Shalimar / Eomite / Blundel / Asian / Jenson & Nicholson  |
| 35. Cement Paint                                |              | : Snowcem / Colourcem / Sandex  |
| 36. Cast Iron Fittings                          |              | : Nicco   |
| 37. GI Pipies                                   |              | : Gujrat, Ambika, Zenith  |
| 38. P.V.C. Pipes                                |              | : Prince  |
- All materials to be delivered at site. If the material used for the work is not in conformity with the specifications, the same shall be replaced by contractor. All the material required for the above work shall be arranged by the contractor at his own cost.
  - Selection of material to be done in consultation with the BANK representative / Engineer.
  - All materials shall be of the first quality.
  - Wherever Contractor proposes to use 'equivalent' makes (i.e. other than specified) the same shall be done only after prior approval from BANK. BANK may consult Architect before giving approval. Any additional expenditure, time due to this will be on Contractor's account and no claims will be entertained.
  - Read "or equivalent approved" at the end of the list of approved manufacture / sub-contractor / brand for every materials.

**PREAMBLE TO BOQ**

**Abbreviations:**

R.M.T.	:	Running Meter
Sq. MT.	:	Square Meter
Sq. Ft.	:	Square Foot
Cu. Mt.	:	Cubic Meter
T.W.	:	Teak Wood
Q.R.O	:	Quote Rate Only
C / C	:	Centre to Centre
M.T.	:	Metric Ton
C.P.	:	Chrome Plated
NO.	:	Numbers.
MM.	:	Millimeter

1. All dimensions are in M.K.S. unless otherwise stated.
2. The quoted rate shall be all inclusive and cover the cost of material including wastage, Freight, all types of taxes, duties, royalties, erection, construction, testing of materials, if required samples brought for approval, tools and tackles, plant and equipment's, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings, specifications and to the full satisfaction of BANK / Architect.
3. The rates quoted shall be valid for working at all heights, depths, and on all floor levels, No extra payment shall be made for scaffolding, staging, ladders etc. for transportation of men and materials at higher or lower levels.
4. The item rate specifications are indicative. The Contractor will have to carry out the work in accordance with the drawings, technical specifications and / or other conditions laid down in tender document and to the full satisfaction of BANK / Architect.
5. Quantities mentioned against respective items are approximate and can vary to any extent. Payment shall be made on actually executed quantities.
6. No claims shall be entertained in case of increase or decrease in quantities, BANK / Architect reserve the right to increase / decrease quantities of any item and also to add / Delete any item in totality. BANK / Architect reserve right of operating any item for any work.
7. Rates of all items shall remain constant irrespective of floor level and no extra shall be Paid for handling and stacking of materials, removing debris etc. from the site.
8. Unless otherwise noted, the method of measurement will be as per I.S. 1200.
9. Wherever contractor proposes to use 'equivalent' makes (i.e. other than specified) he shall obtain BANK's prior approval. BANK may ask Architect before giving approval to the same. Any additional cost and time lost due to this will be on Contractor's account and no claims will be entertained.
10. The rate for partition, paneling shall include necessary additional framework supports that may be required to suit site conditions or stability of the item. Decision of Architect in regards to the need for such additional supports shall be final.
11. All wooden frame work / member size mentioned as out of, shall be full size with maximum planning tolerance of 3 mm both ways.
12. Rates for doors include all brass oxidized heavy duty hardware, locks, floor springs, door Springs, door closer, special door handles etc. as specified in relative items.
13. Size and type of door closer / floor spring shall be suitable for type of door. The Contractor shall give guarantee for performance of door closer / floor spring from manufacturer.
14. Rates for partitions, paneling shall include making of necessary cut outs, chasing to be Made for conduits, switch boards etc.
15. Rates for painting and polishing shall include cleaning glass panels, fans, floor etc.
16. After completion of work the site shall be handed over absolutely clean, after ensuring that all laminates, floors, walls, etc. are spotless clean.
17. Contractor shall clean the site and mark the lining out on the floor with adhesive tape for approval. The same shall not be paid separately.
18. In case of loose furniture, the specification for side unit or rear side credenza unit in any Item shall be same as the specification of the table in that item.
19. All key holes should be fixed with metallic key hole ring.
20. Key for all locks should be different and no key should match with two different locks.
21. Contractor has to follow rules of the building about timing, cleanliness and use of lift for loading and unloading material.