

# **INDIAN BANK**

## **ZONAL OFFICE MUMBAI WEST**

### **TENDER DOCUMENT**

**NAME OF WORK:** - A.C. work of Malad (W) Branch, Zonal Office Mumbai (West)

**Date of Issue:** 23<sup>rd</sup> Dec 2024

**Last date of submission:** 30<sup>th</sup> Dec 2024

## A. NOTICE INVITING TENDER

Sealed tenders on item rate basis are hereby invited from contractors only to execute the “ A.C. work of Malad(W) Branch,(New premises) Zonal Office Mumbai(W).

1. Tender copies are send through valid email of the empaneled contractors. No hard copy will be issued in any case.
2. The late tenders shall be rejected including postal / courier delays.
3. Tender Specifications dully filled-in, signed and sealed should be addressed & submitted to Dy. Zonal Manager, Zonal Office Mumbai (West), 1<sup>st</sup> floor, B Wing, 101 Neo Vikram CHSL Sahakar Nagar, New Link Road, Andheri(W), Mumbai-400053216
4. The last date of submission of tender shall be 02/01/2025 (up to 3.00pm).
5. **BANK** reserves the right to reject or accept any one or all tenders without assigning any reasons whatsoever.
6. E.M.D.i.e. 2% of tender amount/contract amount shall be submitted in the form of DD drawn on Nationalized bank in favor of “Indian Bank” payable at Mumbai & shall be submitted in separate envelope as per directions.
7. The contractors while submitting the sealed tender shall enclosed DD of Rs 500/- as tender fees in favor of “Indian Bank” payable at Mumbai in envelope of Technical bid along with EMD.
8. The Earnest Money Deposit will be forfeited in the event of any evasion, refusal or delay on the part of the bidder to sign and execute the Contract on acceptance of his tender. The Earnest Money Deposit will be refunded to the bidders whose tenders are not accepted.

### NOTES:-

1. All the rates quoted in the tender shall be inclusive of all transportation charges, wastage etc but exclusive of GST; and shall remain firm till the completion of Work. No escalation of prices will be payable for what-so-ever reasons.
2. The bidder whose tender has been accepted shall within Five days of the intimation of acceptance of tender, submit the stamp paper of required value for entering into agreement.
3. The earnest money will be returned to the unsuccessful bidder within a reasonably short period. If the bidder, after intimation to him, fails to collect his earnest money deposit within 02 years of date of intimation, the amount will be automatically forfeited.
4. No additions or alterations shall be made in the Drawings, the Specifications, Schedule of Quantities, the conditions of contract and the tender by the bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the bidder will be treated as null and void. Conditional tenders shall be summarily rejected.

5. The tenders shall be valid for a period not less than 90 days after the date of opening of the Price Bid.
6. The agency shall visit/examine the site prior appointment and submit duly filled & signed Tender document.
7. The bidder shall attach copy of GST registration number.
8. The bidder shall attach copy of agency/company RTGS details
9. This tender Notice shall form part of the Contract.

**10. The tender to be submitted, as two envelopes duly sealed and super scribed as-**

**ENVELOPE NO. 1 – Technical Bid (Volume I)**

It should contain following:-

- a. Notice Inviting tender.
- b. Valid DD for EMD and Tender fee
- c. Form of Tender
- d. Articles of Agreement
- e. General conditions of Contract.
- f. Special conditions of Contract.
- g. Performa for various applications.
- h. General Specifications
- i. Technical Specifications
- j. Technical qualification & organization details of bidder.

**ENVELOPE NO. 2 – Price Bid (Volume II)**

It should contain following:-

- a. Priced Bill of Quantities only.

**PROCEDURE FOR SUBMITTING TENDERS: -**

1. All drawings & tender papers should be duly signed.
2. Both the envelopes should be super scribed with envelope no., type of bid & subject with name of work.
3. Envelope 1 (Technical bid) will be opened first and if above said all the signed and stamped documents along with DD for EMD and tender fees are enclosed than only Envelope -2(Price Bid) will be opened. If any contractor fails to enclose the listed documents in Envelope-I then the Price Bid envelope will be return back in sealed condition.

Thanking you,

Yours truly,

Deputy Zonal Manager  
Zonal Office Mumbai West

## B.FORM OF TENDER

THE DY. ZONAL MANAGER  
MUMBAI WEST ZONAL OFFICE  
INDIAN BANK,  
Zonal Office Mumbai(W),  
216 A Dr. Annie Besant Road,  
Worli,  
Mumbai-400025

Dear Sir

**A.C. work of Malad(W) Branch, (New Premises) Zonal Office Mumbai(West)**

With reference to the tender invited by Indian Bank for the captioned subject work:

- i. I / We the undersigned have carefully gone through and clearly understood, after visiting the site, tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions and BOQ.
- ii. I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ BOQ and in accordance with all respects of the tender 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.
- iii. I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted considering the work to be executed during 9.00 a.m. to 7.0 P.M. on all week days.
- iv. I/We have deposited as earnest money i.e 2% of Contract amount/tender amount & Tender fees of Rs 500/- by D.D. No. \_\_\_\_\_ & \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_ bank in your favour of "Indian Bank" payable at Mumbai (to be handed over along with tender documents), which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited, in the event of accepting my/our tender & I/We fail to start the work under the Contract & execute the Contract documents when call upon to do so.
- v. I / we further agree to **complete the work** included in the said schedule of quantities **within 30 days** from the date of commencement. Date of commencement shall be either one-week, from the date, the acceptance letter is issued to the vendor or day on which the vendor is instructed to take possession of site whichever is earlier.
- vi. I / We agree to pay Government, GST, General and Sales Tax (State and Central), Excise etc. for insurance and all other taxes including works contract extra, turnover tax etc. as prevailing from time to time, on such items for whom same is to be levies, and the rates quoted by me / us are inclusive of the same.

**MEMORANDUM”**

Description of work: **A.C. work of Malad(W) Branch (New Premises)**

**Time allowed for completion: 30** days from the date of commencement which shall be day on which the vendor will take possession of site.

We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable or in default thereof, to forfeit the EMD and pay to the Indian Bank, the amount mentioned in the said tender conditions.

Our Bankers are:

i)

The names of partners of our firm are:

i.

Name of the partner of the firm  
Authorized to sign:

OR

Name or person having Power of  
Attorney to sign the contract  
(Certified copy of the Power of  
Attorney should be attached):

Yours faithfully,

Signature of Tenderer

Stamp

**C: APPENDIX: TIME SCHEDULE**

- |    |  |  |
|----|--|--|
| 1  | Period of Completion                           | : 30 (Thirty) days including holidays, Sundays   |
| 2  | Defects Liability Period (DLP)                 | : 12 (Twelve) months from the date of Completion of work   |
| 3  | Date of Commencement                           | : As per the work order  |
| 4  | Liquidated Damages for Delay                   | : As per the work order  |
| 5  | Period of final measurement                    | : 30(Thirty) days.   |
| 6  | Value of work for Interim Certificate(RA bill) | : - No Interim payment will be made. Only full and final bill will be settled after completion of entire work. |
| 7  | Period of honoring Interim Certificate         | : N.A.   |
| 8  | Period of honoring Final Certificate           | : 30(Thirty) working Days.   |
| 9  | Retention Money                                | : 5% of total bill amount.   |
| 10 | Total Security Deposit (Maximum)               | : 5% of total tender amount  |
| 11 | Initial Security Deposit including EMD         | : 2% of tender amount/contract amount  |
| 12 | Earnest Money                                  | : -  |
| 13 | Tender validity period                         | : 90 days  |

**SIGNATURE OF THE CONTRACTOR.**

## D. INSTRUCTIONS FOR BIDDER

1. The details of work to be carried out and its scope are given in the specifications and Bill of Quantities in these documents, which also indicate a brief description of the project where work is to be executed. The bidders are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
2. The bidders in their own interest are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.
  - a. Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
  - b. Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.
  - c. Ground conditions including those bearing upon transportation, disposal, handling and storage of material required for the work or obtained there from.
  - d. Source and extend of availability of suitable materials including water etc. and labour (skilled and unskilled), required for work and Laws & Regulations governing their use and employment.
  - e. Geological, meteorological, topographical and other general figures of the site and its surroundings as are pertaining to and needed for the performance of the work.
  - f. The limit and extent of surface and sub surface water to be encountered during the performance of the work, the requirement of drainage and pumping.
  - g. The type of equipment and facilities needed preliminary for and in the performance of the work, and for successful completion of work.
  - h. All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
3. The bidders should note the information, if any, regards to the site and local conditions, as contained in these tender documents has been given merely to assist the Bidders and is not warranted to be complete.
4. The Bidders should note and bear in mind that the BANK shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the bidders shall be at their risk and cost and no charges or claims

whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Bank.

5. Immediately on receipt of the Tender Documents from the Bank, but at least three days prior to the date fixed for opening of envelope no.1 of tender, the Bidder may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the Bank reserves the right to issue addendum(s) / amendment(s) to any condition/ specifications/schedules of all bidders before the date of submission. Tenders submitted by the tender shall be deemed to cover the effect of such addendum(s)/ amendment(s) issued and such addendum(s)/ amendment(s) duly signed by the Bidders shall be submitted along with the tenders.
6. The Tender should be submitted in the prescribed form and the same should be signed as laid down here under:
  - a. If the Tender is submitted by an individual, it shall be signed by the Proprietor with his full name and full name of his firm with its current business address.
  - b. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm with its current business address.
  - c. If the Tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm about their full names and current business address, or by a partner holding the power of attorney by the firm for signing the tender, in which case, a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
  - d. All witnesses and sureties (if any) shall be person of status and their full names, occupations and address shall be stated below their signature. All signatures affixed on each page in the tender will be dated.
7. The Earnest Money deposit without any interest will be returned to the unsuccessful bidders only after Validity period / award of work.
8. The Bidders should quote for all the items of work as given in Bill of Quantities. The rates shall be written both in words and in figures. Bidder shall also show cost of each item in total of each sub head and the grand total of the whole contract. Corrections, if any shall be made by crossing out initialing dating and rewriting.
9. The acceptance of a tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without the assignments of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete, in any respect are liable to be rejected.



10. All item rates shall be quoted on the proper form of the tender alone.
11. A bidder voluntarily offers a rebate for payment without a stipulated period, this may be considered.
12. On acceptance of tender the name of the accredited representative (s) of the Contractor who would be responsible for taking instructions from the Bank / Architect shall be communicated to the Bank / Architect.
13. Special care shall be taken to write the rates in figures as well as in words, and the amounts in figures only, in such a way that misinterpretation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs' should be written before the figure of rupees and words 'P' after the decimal figures e.g. Rs. 2.15 P and in case of words, the word Rupees should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the words 'only' it should invariably be up to two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
14. The Bank does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of tender and the bidder shall be bound to perform the same at the rates quoted.
15. The Bank also reserves the right to accept the tender in full or in parts and that the bidder shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
16. The tender for work shall remain open for acceptance for a period of 90 days from the date of opening of Envelope no. 2 of the tenders. If any bidder withdraws his tender before the said period, then the Bank shall be at liberty to forfeit his Earnest Money Deposit. The Earnest Money Deposit of the bidder whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the award letter.
17. It will be obligatory on the part of the bidder to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent authority of Bank.
18. The "Notice Inviting Tender" and this "Instructions for Bidders" shall form part of the Tender Documents.

## **E. ARTICLES OF AGREEMENT**

**ARTICLES OF AGREEMENT** made on the \_\_\_\_\_  
Between -----(hereinafter referred to **“the Contractor”**) of the one part And  
The Dy Zonal Manager, Zonal Office Mumbai(West), Indian Bank, hereinafter referred to as  
**“the Bank”** (which term shall mean and include its successors in interest and permitted  
assignees) of the other part; WHEREAS the Drawings and specifications and the Priced  
Scheduled of Quantities have been signed by or on behalf of the parties hereto and  
WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth  
herein (herein after referred to as **“the said conditions”**) the work shown upon **“the said  
Drawings”** and described in **“the said Specifications”** and **“the said Priced Schedule of  
Quantities”** at rates mentioned in the Priced Schedule of Quantities (herein after referred to  
as **“Contract rates”**) and WHEREAS the Contactor has deposited Rs. \_\_\_\_\_  
(Rs. \_\_\_\_\_ only.) as Security Deposit for the due performance of the  
agreement.

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the payments to be made to the Contractor as hereinafter provided he shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and such further detailed drawings as may be furnished to him by the said Architects and described in said Specification and the said Priced Schedule of Quantities.
2. The Bank shall pay the Contractor such sum as shall become payable hereunder at Contract rates in the manner specified in the said conditions.
3. The within plans, agreement and documents above mentioned shall form the basis of this contract, which for the time being as mentioned in the conditions of contract in reference to all matters of dispute as to the material workmanship or account and as to the intended interpretation of Clause of this Agreement or any other documents attached hereto shall be final and binding on both parties and may be made a Rule of Court.

4. The said Contract comprises the building/buildings/Interior/Civil work mentioned hereinbefore and all subsidiary work connected therewith within the same site as may be ordered to be done from time to time by the said Architects or the Bank even though such works may not be shown on the Drawings or described in the said Specifications of the Priced Schedule of Quantities.
5. The Bank reserves to himself the right of altering the Drawings and nature of the Work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
6. The said conditions shall be read and constructed as forming part of this Agreement and the parties hereon will respectively abide by and submit themselves to the condition and stipulations and performs the agreement as their parts respectively.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen, in Mumbai West and only the Courts in Mumbai West shall have jurisdiction to determine the same.

**The term or “The Architect” in the said conditions shall mean to be the Architect for the purpose of this contract, such other person as the Bank shall nominate for that purpose and the same will be conveyed to the vendor upon successful acceptance of tender**, not being a person to whom the Contractor shall object for reasons considered to be sufficient by an Arbitrator appointed in accordance with the said conditions. Provided always that no person subsequently appointed to be the Architect under this contract shall be entitled to disregard or over rule any certificates or opinion or decision or approval or instruction given or expressed by or the Architect for time being.

8. The term “Consultants” refers persons as by be appointed by the Architect with approval of the Bank.
9. The contract is based on Item Rate Basis.
10. The time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from next day after the date of normal Work Order as provided for into the said conditions

whichever is later & to complete the entire work within Thirty Days subject nevertheless to the provisions for extension of time.

11. All payments by the bank under this contract will be made only at Mumbai as per the Architect's certificate AND the Client's certificate.

The several parts of this contract have been read to us and fully understood by us.

Witness our hands this            day of            , 2023

Signed by the said presence of

**Bank's Representative**

**Contractor.**

## F. GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual Items in the schedule of quantities and in the specification and under the direction of Bank/Architect.

### 1. INTERPRETATION

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

### 2. CLIENT/ BANK

9. The term Client/Bank shall denote Dy. Zonal Manager, Zonal Office Mumbai (West), 1<sup>st</sup> floor, B Wing, 101 Neo Vikram CHSL Sahakar Nagar, New Link Road, Andheri(W), Mumbai-400053216 and any of its employee's representative authorized on their behalf.

### 3. ARCHITECTS

The term Architects shall denote to be the Architect for the purpose of this Contract such person as the Bank shall nominate for the purpose and the same will be conveyed to the vendor upon successful acceptance of tender.

### 4. CONTRACTOR

The term Contractor shall mean .....

.....

.....

.....

(Name and Address of the contractor and his/their legal representative, assign and successors.)

### 5. SITE

The site shall mean where the works are to be executed and as shown in layout plan as mentioned in quotation document elsewhere.

## **6. DRAWINGS**

The works is to be carried out in accordance with drawings, specifications the schedule of quantities and any further drawings which may be supplied or any other instructions, which may be given by the Architect, during execution of the work.

All drawings relating to the contractor together with a copy of schedule of quantities are to be kept at site and the Bank/ Architect shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawings/"Farma" are necessary contractor shall prepare detailed drawings/"Farma" and / or dimensional sketches there for have it confirmed by the Bank /Architect prior taking up the work.

The contractor shall ask in writing for all clarifications on matters occurring drawings, specifications and schedule of quantities or to additional instructions at least 7 working days ahead from the time when it is required for implementation so that the Bank may be able to give decision thereon.

1. "The works" shall mean the work to be executed or done under this contract.
2. "Act of Insolvency" shall mean the presidency town Insolvency Act or in provincial Act or any amending status.
3. "The Bill of Quantities" is schedule of quantities shall mean the bill of quantities as specified and forming part of this contract.
4. "Priced Bill of quantities" shall mean the Bill of quantities duly priced with the accepted quoted rates of the contractors.

## **7. SCOPE**

The work consists of Interior/furnishing/civil in accordance with the "drawings" and bill of quantities. The civil, electrical, sanitary plumbing, Interior/ furnishing works etc, within the scope of this quotation. It includes furnishing all materials, labour, tools and management necessary for and incidental to the construction and completion of work during its progress and upon completion, shall confirm to the lines, elevation and grades as shown on the drawings furnished by the Bank / Architect. Should any details essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Bank/Architect and to furnish and install such detail with the Bank /Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Bank/Architects may in their absolute discretion issue further drawings and /or written instructions, details, directions, and explanations which are hereafter collectively, referred to us “the Bank /Architect’s instructions” in regard to:

1. The variation or modifications of the design quality or works or the additions or omission or substitution of any work.
2. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
3. The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
4. The demolition removal and /or re execution of any work executed by the contractor/s.
5. The dismissal from the work of any persons employed thereupon.
6. The opening up for inspection covered up.
7. The rectification and making good of any defects under clauses herein after mentioned and those arising during the maintenance period (retention period).

#### **8. CONTRACTOR SHALL VISIT THE SITE**

Intending Contractor shall visit the site and works himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The Contractor shall provide in their quotation for cost of carriage, freight and other charges as also for any special difficulties and including police restrictions for transport etc. for proper execution of the work as indicated in the drawings. The successful Contractor will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of the Bank or the Architect.

#### **9. Tender document**

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

The schedule of quantities shall be filled in as follows:

1. The “Rate” column to be legible filled in English Figure and typed matter.
2. Amount column to be filled in for each item and the amount for each sub head as detailed in the “Bill of Quantities”.

3. All corrections are to be initiated.  
(In case of any errors/ omission in the quoted rates,)
4. Only one rate should be quoted for each item(s).

No modifications, writing or corrections can be made in the quotation papers by the Contractor, but may at his option offer his comments or modifications in a separate sheet in envelope.

The Bank reserves the right to reject the lowest or any quotation and also to discharge any or all quotations for each section or to split up and distributed any item of work to any firm or firms, without assigning any reason.

The Contractor should note that the quotation is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, work able and self supporting. If called upon by the Bank /Architect, detailed analysis of all the rates shall be submitted by the Contractor. The Bank /Architect shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measures work" on the basis of actual work done and not as "lump sum" contractor.

All items of work described in the bill of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications bill of quantities and no further extra charges will be allowed in this connection. In case of lump sum charges in the quotation in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump charges as will be assessed to be payable by the Bank /Architect.

The Bank has power to add to, omit from any work as shown in the drawings or described in specifications or included in the bill of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Bank. No variation shall vitiate the contractor.



## **10. AGREEMENT**

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

## **11. PERMITS AND LICENCES**

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The Bank will render necessary assistance, sign any form or applications that may be necessary.

It may be clearly understood that no compensation or addition charges can be claimed by the contractor for non receipt of controlled materials in due time on this account or according to his own requirements.

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing, transporting etc. of all materials including those under government control are to be included by the Contractor in his quoted rates.

The Bank /Architect shall be indemnified against all Government or legal actions for thefts or misuse of controlled materials in the custody of the contractor.

## **12. GOVERNMENT AND LOCAL RULES**

The contractor shall confirm to the provisions of all local Bye Laws and Acts relating to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notice required by said Act, Rules, Regulations and Byelaws etc and pay all fees payable to such authority /authorities for execution of the work involved. The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the Bank /Architect against such liabilities and shall defend all actions from such claims or liabilities.

**13. TAXES AND DUTIES**

The Contractor must include in their quotation prices quoted for all duties, royalties etc. but only GST should be charged separately as applicable. No extra claim on this account will, in any case, be entertained.

**14. OTHER PERSONS ENGAGED BY THE BANK**

The Bank reserves the right to execute any part of work included in this contract or any work which is not included in this contract by other agency or persons and contractor shall all responsible facilities for the execution of such work. The main contractor shall extend all cooperation in this regard.

**15. RETENTION MONEY/ SECURITY DEPOSIT**

Retention money shall be deducted from progressive running bill of the gross value of each running bill. The total security deposit will be retained money for the defect liability period.

The retention money i.e. the total security deposit will be refunded to the contractor 14 days after the end of defect liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of contract. No interest is allowed on retention money.

**16. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be inferred there from and if the contractor finds any discrepancies therein he the Bank shall on no account be responsible for the be expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for specific items, if any, stipulated in the quotation document.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles machineries and equipments and all the necessary centering, scaffolding staging, planking, timbering, strutting, shoring pumping, fencing, barding, watching, and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of public and safety of any adjacent roads, streets, walls, house, buildings all other erections, matters, and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Bank / Architect.

The contractor shall at all times gives access to works employed by the Bank or any men employed on the building and to provide such parties with proper sufficient and if required, special scaffolding, special hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the Bank as may be required to enable such work to lay or fix pipes, electrical writing, special fitting etc. The quoted rates of the Contractor shall include all these above-mentioned contingent works.

#### **17. TIME OF COMPLETION, EXTENTION OF THE TIME AND PROGRESSIVE CHART**

- a) **TIME OF COMPLETION:** The entire work is to be completed in all respects within stipulated period as specified. The work shall deemed to be commenced within **3** working days from the date issue of work order. **Time is the essence of the contractor and shall be strictly observed by the Contractor.** The work shall not be considered as complete until the bank/ Architect have certified in writing that this has been completed and the Defects liability Period shall commence from the date of such certificate.
- b) **EXTENSION OF TIME:** If in the opinion of the Bank /Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring client/ Banks or (c) by the works, or delay, of other contractors or tradesman engaged or nominated by the Bank and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combinations of workmen or strikes or lock out

affecting any of the building trades or (f) from other causes which the Bank at the Completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore in the event of the Bank failing to give possession of the site upon the day specified above the time of completion shall be extended suitably. In case of such strikes or lock outs as are referred to above, the Contractor shall, immediately give the Bank to proceed with the works and on his doings so that it will be ground of consideration by the Bank to proceed with the works and on his doings so that it will be ground of consideration of the Bank for an extension of time as above provided. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock outs and the Bank shall then in the event of an extension being granted, determine and declare the final completion date. The provision in clause 14 with respect to payment of liquidated damages shall, in such case, be read and constructed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

- c) **PROGRESS OF WORK:** During the period of work execution of work the contractor shall maintain proportionate progress on the basis of a program chart approved by the Bank/Architect immediately before commencement of work.

18. **PENALTY/ LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the bank/ Architect within the stipulated period, the contractor shall be bound to pay to the bank a sum calculated as **0.15% of tender amount** per week or part thereof. Subject to a ceiling of **10%** of the accepted contracted sum by way of Penalty/ liquidated damages. **In addition to the above mentioned Penalty/ liquidated damages there will be penalties on missing mile stones.** This mile stone penalties will be **0.15 %**( of Total work order value) per day. The mile stones for penalty will be as per project schedule issued and agreed by the contractor before starting the project.

19. **TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.**

The contractor's representative and staff shall be available at site all reasonable hours to receive instruction notices or communications.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size.

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

The contractor shall not fix or place any placard or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry building structure other than those approved by the Bank.

## **20. PROTECTIVE MEASURES**

The contractor from time to time of being placed in possession of the site must suitable arrangements for watching, lighting, and protecting the work, the site and the surrounding property by day by night on Sunday and other holiday at his own cost.

Contractor shall indemnify the Bank/Architect against all possible damaged to the building, roads, or members of the public in course of execution of the work.

The Carpenters shall provide necessary temporary enclosures, gates, entrance etc. for protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed at his own cost.

The carpenters and the super visors on the works shall carry with them always one meter or two meter steel tape, a measuring tape of 30 meter, a spirit level, a plumb bob gauge and a square and shall check Bank/ Architect will use any or all measuring instruments or tools belonging to the contractor s as he choose for checking the works executed or being executed in the contract.

The contractor should cover in his rate for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by other contractors for their work.

## **21. NOTICE AND PATIENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The contractor shall confirm to the provisions of any Acts of the Legislature relating to the work, and to the regulations and Bye Laws of the any authorities, and / or any water, lighting and other companies and /or authorities with whose systems the structures were proposed to have connection and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Bank /Architect written

notices specifying the variations proposed to be made and the reasons for making them and apply for instructions there on. The Bank/ Architect on the receipt of such intimation shall give a decision within a reasonable time.

The contractor shall arrange to give all notices required for by the said Acts, Regulations Bye laws to be given to any authorities, and to pay such authority or to the public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Bank.

The contractor shall indemnify the Bank /architect against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of the work and shall defend all actions arising out from such actions, costs and expenses.

**22. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS.**

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

**23. ACCESS**

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

**24. MATERIALS WORKMANSHIP, SAMPLES, MOCK-UP OF ITEMS, TESTING OF MATERIALS.**

All the works specified and provide for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the respective kinds in according to such other additional particulars contained in and implied by the specifications and as represented by drawings or according to such other additional particulars and instructions as may

from time to time be given the Bank /Architect during the execution of the work and to his entire satisfaction.

***If required by the Bank / Architect the contractors shall have to carry out tests on the materials etc. and workmanship in approved materials testing laboratories or as prescribed by the Bank /Architect at his own cost to prove that the materials etc. under test confirms to the relevant IS standards or as specified in the specifications. The necessary changes for transporting testing etc. shall have to be borne by the contractor. No extra payment on this account should in any case be entertained.***

***Contractor at his own cost should erect mock- up of items suggested/ requested by Client /Architect during execution of work and also modify as per Client /Architects instruction. And only after finalization of the mock-up contractor should execute the work.***

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax/ Value Added Tax, octroi and other charges and must be the best of its kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all the materials to be used must be submitted to the Bank/ Architects when so directed by the Architects and written approval from the Bank /Architect must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering, painting and polishing for such time as the Bank /Architect may direct and shall protect from injury all the works when in course of execution. Any damage (during construction) to any part of the work for any reason due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason rain, strike, lock outs, or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses and shall make good any damage arising from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special traders men or sub contractor and any damage caused must be made good by the contractor at his own expenses.

## 25. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the works who shall be available through out the working hours to receive and comply with instructions of the Bank /Architects. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform efficiently.

**No labour below the age of Eighteen years and who is not an Indian National shall be employed on the work.**

No labour supplied by the contractor to be engaged on the work on day work basis either wholly or partly under order or control of the Bank or his representative shall be deemed to be person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of:

1. The Payment of wages Act
2. Bank's Liability Act.
3. Workman's Compensation Act.
4. Contractor Labour (Regulation & Abolition) Act'1970 and central Rulse1971
5. Apprentices Act 1961
6. Minimum Wages Act.
7. Any other Act or enactment relating there to and rules framed there under from time to time.

The contractor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

The contractor shall comply at his cost with the order of requirements of any Health officer of the state or any Local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the contractor's labour are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious disease. The contractor shall provide, maintain, and keep in good sanitary conditions adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall be taken



by the contractors to prevent nuisance of any kind on the workers or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labour engaged in the work. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Bank and also to then competent authority where such is required by the law.

**26. DISMISSAL OF WORKMEN**

The contractor shall on the request of the Bank immediately dismiss from work any person employed there on by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct him self. Such discharge shall not be on the basis of any claim for compensation or damages against the Bank or any of their officer or employee.

**27. ASSIGNMENT**

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

**28. DAMAGE TO PERSONS AND PROPERTY DAMAGE INSURANCE ETC.**

The contractor shall be responsible for all injury to the work workmen to persons, animals or thins and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub contractor or of any of his or a sub contractor's employees. Whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with carrying out of this contract.

The clause shall be held to include inter alia, any any damage to buildings whether immediately adjacent to or otherwise and any damage to roads, street's footpaths, or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind, other inclemency of weather. The contractor shall indemnify

the Bank and hold harmless in respect of all and any expenses arising from such injury or damage any acts of compensation or damages Consequent upon such claim.

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

The contractor shall affect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and the Bank and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in complete state Insurance is compulsory and must be effected from very initial stage. The contractor shall for any thing, which may exclude from damage to any property arising out incidents, negligence of defective carrying out of this contract.

The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become to the contractor.

## 29. **INSURANCE**

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and /or earthquake, flood. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the contractor for contract sum.

The contractor shall deposit then policy and receipt for premiums paid with employee within 7 days from the date of issue of work order unless otherwise instructed in default of the contractor insuring to provide above, the Bank on his behalf may so insure and may deducted the premium paid any money due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or then work reinstalled by the insurance company should they elect to do o, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respect under the conditions of the contract. The contractor in case of rebinding or reinstating after fire shall be entitled to extension of time for completion as the Bank may deem fit.

### **30. ACCOUNTS RECEIPTS AND VOUCHERS**

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

### **31. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Bank all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Bank may employ and other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank in lieu of such amending such works and in the event of the amount retained being insufficient recover that balance from the contractor from any amount retained under clause no: 11 by the Bank together with any expenses the Bank may have incurred in connection therewith.

### **32. CONCEALED WORK**

The contractor shall give due notice to the Bank /Architect whenever any work is to be buried in the earth, concrete or in the bodies of walls, above false ceiling, concealed in conduits behind paneling or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the Bank/ Architect be either opened up for measurement at the contractor's cost and no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters, which cannot be conveniently tested or checked, the notes of the Bank/ Architects shall be accepted as correct and binding on the contractor.

### **33. SUSPENSION**

If the contractor except on account of any legal restraints upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start work within seven days after such notice shall have been given to proceed with the works as therein prescribed, the Bank may proceed as provided in the following clause (termination of Contract by Bank)

#### **34. TERMINATION OF CONTRACT BY THE BANK**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjusted insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of his creditors or shall enter into a deed or arrangement with his creditors or if the Official Assignee in solvency or the contractor in solvency shall repudiate the contract or if receiver of the contractor's firm appointed by the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract and if so required by the Bank to give reasonable security therefore or if the contractor shall suffer execution to be issued or shall suffer any payment under this contract to be attracted by or on behalf of and of the creditors of the contractor or shall assign, charges or workmanship in carrying on the works or shall in the opinion of the Bank not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Bank after three clear days notice requiring the contractors so to do shall have been given to the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract then and in any of the said cases the Client/Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned but without thereby effecting the powers of the Bank of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor

)further tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own p[roperty or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractor's or other person or person to complete the work and the contractor shall not in any way interrupt the other or do any act matter of thing to prevent or hinder such other contractors other person or employed fro9m completing and finishing or using the materials and plants for the works when the works shall be completed or as soon thereafter as conveniently may be the Bank shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the Bank may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the Bank in getting the works carried out by other contractor shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractor or against the Security Deposits.

**35. ARBIRATION. (ACT: IARC-1996)**

All disputes or difference of any kind whatsoever which shall at anytime arise between the parties here to touching or Concerning the works or execution or maintenance thereof this contract or the construction remaining operation or effect thereof or to the right or liabilities of the parties or arising out of or in relation thereto whether during or after determination fore closure or branch of the contract (other than those in respect of which the decision of any person is by the other of them and to the Bank hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

For the purpose of appointing the sole arbitrator referred to above. The Bank will send within thirty days of receipt of the notice to do the contractor a panel of three names of person who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the person of the persons name top be appointed as sole Arbitrator and communicate his name to the Bank within thirty days of the of receipt of the names. The Bank shall thereupon without delay appointed the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the

competent authority should make the selection and appoint the selected person as the Sole Arbitrator.

If the Bank fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Bank a panel of three names of persons who shall all be unconnected with either party. The Bank shall on receipt of the named as aforesaid select any one of the person names and appoint him as the Sole Arbitrator. If the Bank fails to select the person and appoint him as the Sole Arbitrator within 30 days 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 Bank.

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

## **G. SPECIAL CONDITIONS**

**1. RATE ONLY ITEMS, EXTRA ITEMS AND QUANTITIES EXCEEDING THE QUOTED QUANTITIES:**

For all the above- mentioned items a variation order (regarding specifications, quantities and rates) signed by the Bank's Representative has to be immediately obtain before procurement and execution. No payments will be entertained without the written variation Order signed by Client / Bank. The onus shall be on the Contractor to obtain such prior written variation order from the Bank's Representative.

**The extra item rates will be derived through the analysis and format for rate analysis will be- material cost +5% wastage, 2% transport, loading, unloading etc. + labour (30% in case of carpentry work) + paints or other + contractor profit15% + taxes. The rate can also be derived from existing quoted item rate if extra item is similar or addition/ deduction to the quoted item in contract.**

**2. The Bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out without prejudice to this contract.**

**3. WORK TO BE CARRIED OUT BY LICENSED PERSONS/ FIRM:**

Any special service installations included in the scope of the Work, shall only be carried out by technically competent person holding valid licenses. The contractor shall not without the written consent of Bank assign the agreement or sublet any portion of works.

**4. REFERENCE DRAWINGS:**

The Contractor shall maintain on the Site one set of all the Drawings issued to him for reference.

**5. TESTING OF INSTALLATIONS:**

All installation shall be tested as specified, in the presence of the architect. The Contractor shall also perform all such tests as may be necessary and required by the local authorities to meet Municipal and other byelaws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

**6. SITE INFORMATION:**

All information, levels and dimension given in the quotation drawings relating to site conditions are given in good faith; the contractor shall, however, make his own independent inquiries and verify the same. Any claims for extras on account of any deviations or incorrectness of above referred information, levels etc., shall be considered as inadmissible.

**7. SITE INSTRUCTION FILE:**

The Contractor shall maintain a Site instruction file or Triplicate book at the Site office. All instruction received from the Architect and the Client/Banks Representative relating to the Work shall be retained in the file.

**8. PHOTOGRAPHS:**

Besides submitting progress charts, reports, etc., the Contractor shall submit progress photographs as directed by Bank's representative, every week.

**9. PROFESSIONAL INTEGRITY AND TEAM SPIRIT:**

It is the intent of Bank that this Project will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co-operate with all agencies concerned to fulfill this objective.

**10. QUALITY ASSURANCE AND CONTROL PROGRAMME:**

The Contractor shall establish an effective quality control system at the site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages. Any low quality material/unskilled workmanship is observed during the work, contractor shall immediately remove such material and rectify the work.

**11. FIRE PRECAUTIONS:**

The Contractor shall take all precautions and preventive measures against fire hazards at the site and shall assume full responsibility for the same.

**12. DRILLING, CUTTING ETC:**

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. **No**



structural member shall be cut or chased without the written permission of the Architect/Bank. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Architect/Client/Bank. The Costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

**13. BILLING :**

The contractor shall submit the bills for payments along with detailed statement showing the actual works carried out different heads of items in the format specified by the clients/ the Architect. Bills submitted in any format other than that specified below by the clients shall not be considered.

**BILL FORMAT**

<b>Quoted item No.</b>	<b>Description of item (At least 2 lines)</b>	<b>Units</b>	<b>Quoted Quantity</b>	<b>Executed Quantity</b>	<b>Rate</b>	<b>% work done</b>	<b>Amount</b>

The contractor should mention details of net payments received till the bill date. Each bill / Invoice should be as per various applicable tax regulation and should also have all applicable tax registration numbers.

**NOTE:** ALL QUANTITIES IN THE BILL SHOULD BE IN CUMULATIVE.  
ALL MEASUREMENTS SHOULD BE IN THE ORDER OF QUOTATION SEQUENCE.  
AND STRICTLY IN THE BELOW MENTIONED FORMAT ONLY.

### MEASUREMENT FORMAT

Quotation item No.	Description of item & Location against each Measurement taken	Nos.	Length	Breadth / width	Height	Quantity	Remarks

Each invoice / bill should be submitted in hard and soft copies in duplicate to the architect.

The format of invoice / bill in soft copies should be same as mentioned above and should be done in

**Microsoft Excel.** (Only one file should be created with different worksheet for the invoice and measurement.)

#### 14. INSURANCE

The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen Compensation Act and that all liabilities arising out of workmen Compensation Act, ESIS and other legislative enactment applicable to such works and workmen shall be to the Contractor's account.

15. Wherever required, the Bank/Architects shall instruct for supply of items if erection of mock up, as the case may be, and upon approval of the same, the items shall be fabricated and completed by the Contractor (with or without modifications as the Architects shall instruct). No extra amount will be paid regard shall be final and binding.

16. In case the local authorities such as ward office raise objections about debris disposal etc. the contractors shall solve the matter at their end, without involving or putting financial liability on the Clients. However the Client will make necessary arrangement for stacking the debris temporarily before disposal.

17. Figured dimensions are in all cases to be followed and in no case should they be scaled. Large scale details take precedence over small scale drawings. In case of any ambiguity, conflict of interpretation, generally the provisions giving more vigorous interpretation shall prevail and the bank's /Architects decision in this regard shall be final and binding.

**18. The Architect will not certify any application for payment to any contractor if there are:**

- Defective items of work still uncorrected.
- Any claims or liens filed against the contractor for failure to pay materials, labour on sub-contract amount due or reasonable evidence that indicates probable filing of such claims.
- Damage to another contractor.
- A reasonable doubts that the contract cannot be completed for the balance than unpaid.

When the works are complete in all respect, the contractor shall intimate in writing to the Architect and the Client to enable the Client to take the possession of the same. The work shall not be considered virtually complete until the Clients and the Architect have jointly inspected the work and certified in writing that this has been completed.

**19. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in bill of quantities are intended to cover the entire work indicated in the drawings but Bank reserves the right to execute only a part or the whole or any excess there of without assigning any reason therefore.

**20. DATUM**

All levels shown in the drawings are to be strictly adhered to subject to final Confirmation by the Bank/ Architect.

**21. CLEARINNG SITE AND SETTING OUT WORKS**

The contractors shall set the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignments of all parts thereof. If at any time, any error shall appear during execution of any part of the work, the contractor shall at his own expenses rectify such error to the satisfaction of the Bank /Architect. The contractor shall further set out works to the alternative positions at the site until one is finally approved and the rates quoted in his quotation should include for this and no this account will be entertained.

**22. REMOVAL OF IMPROPER WORK**

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

**23. MEASUREMENTS**

Before taking any measurements of any work the Bank/ Architect shall give notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails countersign or to record difference within a week from the date of measurements taken by the Bank /Architect's is final and binding on the contractor and the contractor shall have no right to dispute the same.

**24. PAYMENTS**

The contractor shall prepare all bills in the format as prescribed by the Bank /Architect. Numbers of interim bill are as stated in Instructions to tenders:

The RA Bill should be based on item rates and will be paid on actual work done on site (% of work done).

No advance payment will be made to the contractor.

The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of the work done and must deductions for all previous payments, retention money etc.

The Bank /Architect shall issue a certificate after due scrutiny of the contractor's bill starting the amount due to the contractor from the Bank and the contractor shall be entitled to payment thereof within the period of honoring certificates named in these documents.

The amount stated in an interim certificate should be total value of work properly executed less the amount to be retained by the Bank.

The Bank will deduct retention money and it will be kept as interest free up till defective liability period.. The refund of retention money will be made as specified in these general conditions of contract elsewhere.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and taken and reconstructed or erected or be considered as an admission of the due performance of the contract or any part there-of in any respect pr the accruing of any claim nor shall, it concluded determine or effect in anyway the power of the Bank under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise or in any other way or effect the contract. The final bill shall be submitted by the contractor within one week of the date fixed for completion of the work or of the date of certificate of completion furnished by Architect/Bank and payment shall be made within three months.

**25. FINAL PAYMENT**

The final bill shall be accompanied by a certificate of completion from the Bank/ Architects. Payment of final bill shall be made after deduction of Retention money as specified elsewhere in these conditions, which sum shall be refunded after the completion of the Defect Liability Period after receiving the Bank's/ Architects Certificates that the contractor has rectified all defects to the satisfaction of the Bank/ Architect. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

**26. PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION**

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

On completion of the contractor shall clean all windows and doors including the clearing and oiling if necessary, of all hardware inside and outside all floors, staircase and every

part of the Premises. He will leave the entire Premises/ furniture neat and ready for immediate occupation/ use and to the satisfaction of the Client /Bank.

**27. CLEANING OF SITE.**

On completion of the works the contractor shall away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the works clean and in workmanlike conditions to the satisfaction the Bank /Architect. Te contractor should clean site for be debris and other waste material on daily basis and keep the environment healthy, no extra payment will be made on that account. The site is located in Head office and utmost care is to be taken while executing the work. The site shall be cleaned everyday so that no inconvenience is caused to the office staff.

**28. ESCALATION:**

The rate quoted shall be firm throughout the tenure of contractors (including extension of time, any granted) and will not be subject to any fluctuation due to increase in cost materials, labour, taxes, octroi, or any other new taxes, levies etc.

**29. IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances. ***Delay due to non-availability of labour at any point of time during execution will be at contractors account and client will not entertain any claim (extension of time period) for the same.***

**30. Guarantee for water proofing of toilet:**

Contractor shall provide guarantee for waterproofing of toilet slab for 05 years from the completion of virtual work. It shall be submitted on non –judicial stamp paper of required amount stating that any seepage/leakage happens during guarantee period, contractor will be liable for the same and shall attend the complaint and rectify the same on priority.

## 27. MODE OF MEASUREMENTS

### 1. **CONVERSION.**

For conversion of any measurement system, the resultant figure shall be taken up to two digits after decimal point.

Third digit shall not be taken into account.

### 2. **MEASUREMENT**

The Area shall be measured in square meter.

The Running Length shall be measured in running meter.

Sr. No.	Items	Mode of Measurement
<b>A</b>	<b>CIVIL WORK</b>	
1	Flooring	Flat area measurement of floor. In case of Irregular the measurements will be done as per installed area and wastage will not be considered.
2	Brick Wall	Flat area measurement of elevation – Length of wall multiplied by its height.
3	Windows / Grills	Clear area over one face inclusive of frame shall be measured. Hold fasts and portions embedded in masonry or flooring shall not be measured.
4	Staircase flooring	Running length of the Tread – Per running length shall include cost of Tread & Riser.
5	Cladding	Flat area measurement of elevation. The gross area cladded will be measured. No deduction will be made for gaps up to one centimeter between the panels. No separate measurements will be done for irregular shapes.
6	Flush door	Flat area measurement of elevation.
7	Windows Cills	Running length of the Cill.
8	Pantry Platform	Running length of platform measured at center.
<b>B</b>	<b>FURNITURE WORK</b>	
1	Wooden Partition	Flat area measurement of elevation. <b><i>NOTE: The partition height shall be measured up to bottom of false ceiling and framing members/ ply going above shall not be measured.</i></b>

2	Wall Paneling / Boxing	Flat area measurement of elevation: The gross area paneled will be measured. No deduction will be made for gaps up to one centimeter between the panels. No separate measurements will be done for irregular shapes.
3	Entrance Door	Number of unit. / sqft / Sqm.
4	Storage Unit	Flat area measurement of elevation
5	Tables	Number of units / running length
6	Counter / Working platform	Running length of platform measured at center
7	False Ceiling	Flat area measurement only – no running length measurement if the width/ is less than 1'0" i.e. 300 mm.
8	Center / Counter Table	Number of unit
9	Sofa /Seating Unit	Running length of seating unit measured at center
10	Display / Pin-up Boards	Flat area measurement of elevation.
11	Vertical Blinds	Flat area measurement of elevation.
12	Carpet	The actual area covered by the carpet shall be measured. No extra shall be allowed for wastage.
13	Wall Painting	Flat area measurement, openings to be deducted, jambs to be added. In any case the measurements will not be done in Rft / Rmt.

**Important Note:** Before Quotation contractor should Clarify the mode of measurement discrepancies. No correction and claim will be entertained afterwards. In case of extra items contractor should get the approval for mode of measurements before quotation of rate.



**28. LIST OF APPROVED NOMINATED MANUFACTURES/ SUB-  
CONTRACTORS/ BRANDS.**

**Note:**

- All materials shall be of the 1st quality. Among approved brands, **selection of Brand shall be done as per Clients / Architects choice.**
- Wherever the contractor proposes to use equivalent makes (i.e. other than specified) the same shall be approved by the Bank/ Architect. Any additional work done before prior approval of the expenditure and time; shall be solely on contractor's account and no claims whatsoever shall be entertained, in this regards.
- Deduction in item rates will be done if Bank/ Architect selected the material who's price is less than the specified basic rates. If material is not available contractor should mention the alternate make and submit the deviation statement.
- Contractor should check the availability of material in market (for required quantity) before quoting the rates and if the material is not available contractor should mention the alternate make and submit the deviation statement.

Sr. No.	MATERIALS	APPROVED MANUFACTURER / BRAND	Code No. / Basic rates with GST	COLOURS / REMARKS.
<b><u>A</u></b>	<b><u>FURNITURE ITEM</u></b>			
1	Plywood	Regency suffier, Century Sainik / Blue berry / Anchor - Sevak	18mm -Rs.75 12mm -Rs.40 6mm -Rs.25 per sqft	
2	MDF Board	Green ply (uttranchal), Archid (uttranchal), Merino	4 mm -Rs.12  6mm - Rs.16 per sqft	
3	Teak wood based Particle Board			
4	Gypsum Board – Partition / Paneling	India Gypsum Co. Ltd.	Rs.18 per sqft	
<b><u>B</u></b>	<b><u>FINISHES</u></b>			

1	Laminates	Royale touch / Formica / Green lam / Sunmica	Rs.45 per sqft	Cedar & Palm Beach
2	Veneer (decorative plywood)	Green ply industries / Archid		
<b>C</b>	<b><u>HARDWARE</u></b>			
1	Door Closer	Godrej / Enox / Ozone		
2	Floor Springs	Enox / Ozone		
3	Locks	Ebco / Godrej /		
4	Point fittings, Fixing screws			
5	Patch fittings	Enox / Ozone		
5	Drawer Channels	Telescopic – Ebco / Godrej / Appex		
6	Handles	S.S 304 GRADE BRUSH FINISH		
7	Auto closing Hinges for shutters	Ebco		
8	“W”& “Z” Hinges for shutter	Heavy- Brass hinges & S.S hinges of Rockline/Floora		
9	Butt Hinges for Door	Heavy – Brass hinges/ S.S hinges, of Rockline/Floora		
10	CPU Trolley	Made by 18 mm plywood		
11	Keyboard tray with Mouse pad	Made by 18 mm plywood		
12	Screws	G.K.W., Nettle fold.		
13	Adhesives	Fevicol SH, Araldite of FalcoFix		
<b>D</b>	<b><u>OTHER</u></b>			
1	Acoustical Tile			
2	Aluminium Composite Panels			
3	Float Glass	Modi, Asahi, Saint Gobain		

4	VERTICAL / roller Blinds	Parrytex / Vista		
5	Tapestry	Vimal- Harmony / Raymond / Classic fabrics.		
<b>E</b>	<b><u>CIVIL ITEMS</u></b>			
1	Ceramic Floor tiles	Nitco / Asian / Kajaria / RAK / Jhonson /	Rs. 70 per sft.	
2	Vitrified Floor tiles	Jhonson / Asian / Kajaria / RAK (1 <sup>st</sup> quality) / Jhonson	Rs. 110/70 per sft.	
3	Ceramic Dado tiles	Nitco / Asian / Kajaria / Jhonson /	Rs. 60 per sft.	
4	Waterproofing compound	Aceproof of Dr Fixit		
5	G.I. Pipes			
6	PVC pipes	Kisan / Prince / Finolex make.		
7	Epoxy based waterproofing			
8	Cement	Rajashree, Ambuja, Ultratech-Birla.		
9	Sand for plastering etc.	.		
10	Sanitary fitting			
A	Wall mounted closet	Parryware / Cera / Hindware	Rs. 15,0000	Ivory / white
B	Wash basin			
C	Urinal's			
D	Orissa pan			
E	Anglo Indian w.c with cover			
11	Taps	Jaquar – continental, Jaquar Escco		
12	Stainless Steel Sinks			

13	Aluminium Windows / Doors	Jindal make sections of approved guage.		
14	Mosaic Tiles			
15	Granite			
<b>F</b>	<b><u>FALSE CEILING</u></b>			
1	Gypsum Board – Ceiling / Partition/ Panelling	India Gypsum Co. Ltd.		
2	Modular Ceiling	Armstrong		
<b>G</b>	<b><u>PAINT</u></b>			
1	Fire Retardant Paint.			
2	Paint	Asian Paints.		
3	Textured Paint			

- Crompton /Usha/Orient

Exhaust Fan - Crompton

Light Fittings - Philips

Cable & Wire - Finolex /Poly cab

Switch & Socket - Anchor/Roma

Cassing Capping & Accessories – Modi/Asian

M.S. Conduits - Asian/BFC

PVC Conduits - Asian

Ceiling Roses, Bell Push, Bells - Anchor

DB/MCB/MCCB - MDS/Siemens

Cutout - Stanley/Havells

Bus Bar Chambers - Stanley/Samrat

Cable Glands & Lugs – Siemens

Telephone Wire - Finolex 'Delton

Capacitors - Crompton / Asian

Invertor - Sukam/ Sudip/ Autobat or eque.