



# **TENDER, SCHEDULE OF QUANTITIES**

**&**

## **SPECIFICATIONS**

**OF**

**1- INTERIOR FURNISHING, LOOSE  
FURNITURE & CIVIL WORKS**

**2- ELECTRICAL WIRING, UPS CABLING & AC  
ACCESSORIES WORKS,**

**3- DATA CABLING WORKS**

**FOR**

**INDIAN BANK**

**AT**

**AT KASHIPUR-2, NEAR JASPUR BUS STAND,  
KASHIPUR, DIST. UDHAM SINGH NAGAR,  
UTTARAKHAND**

**ARCHITECTS:**

**M S NEGI & ASSOCIATES,  
1<sup>st</sup> Floor, Subhash Chowk,  
Bajaja Line, Ramnagar, Dist. Nainital  
Uttarakhand  
Phone:- 05947-254005, 0-9837203193**

**ISSUED BY:**

The Zonal Manager,  
Zonal Office,  
Indian Bank  
Near Clock Tower, Dehradun,  
Uttarakhand

**TENDER FOR:**

- 1- Interior Furnishing, Loose Furniture & Civil Works**
- 2- Electrical Wiring, UPS Cabling & AC Accessories Works,**
- 3- Data Cabling Works**

**FOR**

**AT KASHIPUR-2, NEAR JASPUR BUS STAND,  
KASHIPUR, DIST. UDHAM SINGH NAGAR,  
UTTARAKHAND**

**ISSUED TO:**

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**DATE OF ISSUE:**

## **INFORMATION ON TENDER**

**REFERENCE TENDER NOTICE NO**

**DATED**

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- 1- ISSUING AUTHORITY** :
- 2- INVITATION TO TENDER FOR** : 1- Interior Furnishing, Loose Furniture & Civil Works  
2- Electrical Wiring, UPS Cabling & AC Accessories Works,  
3- Data Cabling Works
- 3- LAST DATE AND TIME FOR RECEIPT OF TENDER**
- DATE OF ISSUE OF TENDER** : As per covering letter
- LAST DATE OF TENDER SUBMISSION** : -do-
- OPENING OF TENDER** : -do-
- 4- DESCRIPTION OF PROJECT** : 1- Interior Furnishing, Loose Furniture & Civil Works  
2- Electrical Wiring, UPS Cabling & AC Accessories Works,  
3- Data Cabling Works
- 5- PERIOD OF COMPLETION** : **30 DAYS**
- 6- EARNEST MONEY DEPOSIT** : Earnest money deposit of Rs. 22000.00 will have to be deposited in the form of Demand Draft in the name of Indian Bank, Payable at Dehradun
- 7- TENDER COST** : 1180.00
- 8- DEFECTS LIABILITY PERIOD** : 6 Months from the date of issue of virtual completion certificate.
- 9- RETENTION MONEY** : Retention percentage (i.e. deduction from interim bill) shall be @ 10% of Actual work done as certified by Architect of the gross value of each
- 10- REFUND OF RETENTION MONEY** : The retention amount may be refunded 14 days after the end of defect liability period provided the contractor to condition of contract.

- 11- INTERIM PAYMENT** : Issue of interim certificate for payment shall be for a minimum of 50% of actual work done value.
- 12- RATE OF INTEREST FOR DELAYED WORK BY CONTRACTOR** : Rs. 1000/- (Rupees One Thousand Only) per day
- 13- VALIDITY OF RATES** : 30 Days
- 14- INSURANCES** : Insurance policy will have to be taken by the contractor.
- 15- CLARIFICATION ON DOCUMENTS** : Tenders shall carefully examine the tender documents and fully inform themselves as to all the conditions and matter which may in any way affect the work or cost there of should tender find discrepancies in or omission from the specification or other documents or should he be in doubt as to their meaning he should at once address a query to the ARCHITECTS. Any resulting interpretation of the tender documents will be issued to all tenders as an addendum. Any verbal clarification obtained by the tender will be binding on the EMPLOYER.
- 16- TYPE OF TENDER** : **ITEMS RATE WITH MATERIAL**
- 17- TENDER RECEIVING AUTHORITY** : **The Zonal Manager, Zonal Office, Indian Bank Near Clock Tower, Dehradun, Uttrakhand**

## GUIDELINES / APPENDIX

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|---|--|
| <b>1- NAME OF WORK</b>  | <b>: 1- Interior Furnishing, Loose Furniture &amp; Civil Works<br/>2- Electrical Wiring, UPS Cabling &amp; AC Accessories Works,<br/>3- Data Cabling Works for Indian Bank At Kashipur-2, Near Jaspur Bus Stand, Kashipur, Dist. Udham Singh Nagar</b> |
| <b>2- DATE OF COMMENCEMENT</b>                                    | <b>: Within 7 days from the date of written order</b>  |
| <b>3- DATE OF COMPLETION</b>                                      | <b>: 30 days Minimum from date of issue of written order</b>   |
| <b>4- EARNEST MONEY DEPOSIT</b>                                   | <b>: Rs. 22000.00</b>  |
| <b>5- TENDER COST</b>   | <b>: 1180.00</b>   |
| <b>6- RETENTION MONEY</b>   | <b>: 10% of Actual work done as certified aby Architect of gross value of each</b>   |
| <b>7- TOTAL SECURITY DEPOSIT ON ACCEPTED CONTRACT VALUE</b>       | <b>: 22000+10% of actul works done amount of the contract value</b>  |
| <b>8- MINIMUM GROSS VALUE OF INTERIM RUNNING BILL FOR PAYMENT</b> | <b>: 50% of Actual work done certified by Architect</b>  |
| <b>9- DEFECTS LIABILITY PERIOD</b>                                | <b>: 12Months (from date of final done Bill certificate) after date of virtual</b>   |
| <b>10- AGREED LIQUIDATED DAMAGES</b>                              | <b>: 1% of ACTUAL contracted amount per week subject to a ceiling of 15% of the contract sum.</b>  |
| <b>11- PERIOD OF FINAL MEASURMENT VALUATION</b>                   | <b>: Within 15 days of submission of final bill</b>  |
| <b>12- REFUND OF RETENTION MONEY AND SECURITY DEPOSIT</b>         | <b>: 14 Days after the defect liability period.</b>  |
| <b>13- CLIENT</b>   | <b>: Indian Bank</b>   |
| <b>14- ARCHITECT</b>  | <b>: M S NEGI &amp; ASSOCIATES, 1<sup>st</sup> Floor, Subhash Chowk, Bajaja Line, Ramnagar, Dist. Nainital Uttarakhand</b>   |
| <b>15- ARBITRATION ZONE</b>                                       | <b>: Dehradun</b>  |

**NOTE : THE CONDITION OF DOCUMENT ATTACHED SHALL SUPERCEED THE ABOVE DETAILS IF CONTRADICTION EXISTS.**

**PROJECT: INDIAN BANK, AT KASHIPUR-2, NEAR JASPUR  
BUS STAND, KASHIPUR, DIST. UDHAM SINGH NAGAR,  
UTTRAKHAND  
TENDER FORM**

Name of the Contractor \_\_\_\_\_  
Date of Application \_\_\_\_\_  
Tender Issued on \_\_\_\_\_

To,  
The Zonal Manager,  
Zonal Office,  
Indian Bank  
Near Clock Tower, Dehradun,  
Uttarakhand

**SUB: 1- INTERIOR FURNISHING, LOOSE FURNITURE & CIVIL WORKS  
2- ELECTRICAL WIRING, UPS CABLING & AC ACCESSORIES WORKS,  
3- DATA CABLING WORKS for INDIAN BANK AT KASHIPUR-2, NEAR  
JASPUR BUS STAND, KASHIPUR, DIST. UDHAM SINGH NAGAR,  
UTTRAKHAND**

Dear Sir,

With Reference to the tender invited by you for the above proposed work. I/we write this after having

- a) Examined the designs drawing, details specification scope of work and all other tender documents including the terms of the contract annexed thereto.
- b) Visited and examined the site of the proposed job and acquired the requisite information thereto.

I /we undersigned hereby offer to execute all the works referred to in the tender documents in strict accordance with the terms and conditions contained or referred to therein and to carryout such deviations of the from quality or quantity of the works or any part there of that may in the opinion of the architects be necessary.

I/we undertake to complete the whole of the works as per the attached schedule on an intimation by you that our tender has been accepted and upon receiving possession of the site I/we further undertake that on the failure subject to the condition of the contract retaking ti the extention of time I/we shall pay agreed Liquidated Damage for the period during which the work shall remain incomplete.

I/we hereby deposit with you as Earnest Money a sum of Rs. 22000.00 by way of a Demand Draft in favour of the employer. If I/we fail to commence the work specified in the tender I/we agree that the said Employer or their successors in the office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely. Otherwise the said Earnest Money shall be retained by the Employer to words security deposit maintained against the respective clause of the tender.

All payments made to me/us may be subject to deduction of income tax at source at prevailing rates for which income tax at source at the prevailing rates for which necessary certificate (s) evidencing the deduction of income tax shall be furnished to me / us.

Date the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Signature of Contractor  
Before submission of tender

Witness \_\_\_\_\_

Acceptance

The above tender for the sum of Rs. \_\_\_\_\_ Only.

Submitted by \_\_\_\_\_  
Is hereby accepted by Indian Bank

Date the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Signature of Employer

**NOTICE INVITING  
TENDER**



## NOTICE INVITING TENDER

Short notice tender in the prescribed form are hereby invited on behalf of the employer for 1- INTERIOR FURNISHING, LOOSE FURNITURE & CIVIL WORKS

2- ELECTRICAL WIRING, UPS CABLING & AC ACCESSRIES WORKS,

3- DATA CABLING WORKS of INDIAN BANK, AT KASHIPUR-2, NEAR JASPUR BUS STAND, KASHIPUR DIST. DEHRADUN, UTTARAKHAND.

- 1- Contract documents consisting of complete specifications the schedule of quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted will also be found printed in the form of tenders can be purchased from the office of the employer.
- 2- The time allowed for carrying out the works will be 30 days Minimum from date of issue of written order to commence the work. The successful contractor will have to give a schedule of work and has to get it approved.
- 3- The contractor shall quote in figures as well as in work the rate and amount tendered should also be written in prescribed form.
- 4- The contractors should sign a tender in place indicated and the total amount tendered should also be written in prescribed form.
- 5- Tender should always be placed on sealed covers with the name of work written on the envelopes addressed to The Zonal Manager, Zonal Office, Indian Bank Near Clock Tower, Dehradun, Uttrakhand
- 6- Earnest money amounting to Rs. 22000.00 in the form of Demand Draft in the name of Indian Bank, Payable at Dehradun must accompany each tender. No other form of Earnest money shall be accepted and tender not accompanied by the earnest money shall be rejected.
- 7- The contractor whose tender is accepted shall execute an agreement on Rs.100/- stamp paper reiterating the acceptance of his execution of work on these item rate and conditions as set on the contract document.
- 8- Sales tax or any other tax on material or on contract shall be payable by the contract and the employer will not entertain any claim whatsoever in this respect.
- 9- The acceptance of a tender, well rest with the employer who dose not bind – himself to accept the lowest tender and received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

- 10-** All rate shall be quoted on the proper form of the tender a loner all the document are missing or unsigned the tender shall be considered invalid.
- 11-** On acceptance of the tender the name of the accredited representation (s) of the contractor who would be responsible for taking instruction from the client / consultant's representative shall be communicated to the employer.
- 12-** The employer reserves to himself the right of accepting the whole or any part of the tender shall be bound to period the same at the rate quoted.
- 13-** The tender for works shall remain open for acceptance for a period of ninety days from the tender before the said period or makes any modification in he terms and conditions of the tender before the said period. If any tender modification in he term and condition of the tender which are not acceptable to the Employer, than the Employer shall without prejudice to the other rights and remedy be at liberty to forfeit the entire amount of the earnest money deposited by the tender.
- 14-** The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves have/ have tendered or who has /have tendered for the same work failure to observe this condition would lead to summarily rejection of the tendered of all such tenders.
- 15-** The tenders must obtain for himself at his own responsibility and his own expenses all the information which may be necessary for the purposed of filling this tender and for entering into a contractor for the execution of the same and must examine the drawing and inspect the site of the work and a quint himself with all local conditions and matters pertaining thereto.
- 16-** All erasures and alteration made while filling the tender must be attested by initials of the tender. Over writing of the pertaining thereto.
- 17-** Employer shall return the earnest money where applicable to every unsuccessful tender on production by the tender of the certification of the architect that all tender document and drawing have been returned.
- 18-** The employers are not concerned with any rise or fall in the price of materials labour wages or other costs. The rate quoted shall include all costs allowances taxes or any other change including any enhanced labour rates which may be enacted from time to time by the state and /or central government. Under no circumstance the employer shall be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or material etc. or any other costs.

- 19-** Incase where the same item of work is mentioned at more than one place in the schedule of quantities the lowest of the rate quoted by the contractor for the item shall be taken for the payment of the item.
- 20-** The quantities contained in the schedule of items are only approximate. The actually carried out and done will be measured from time to the terms and conditions of the contract
- 21-** This notice of tender shall from part of the contract document.

**FOR & ON BEHALF OF THE**

The Zonal Manager, Zonal Office, Indian  
Bank Near Clock Tower, Dehradun,  
Uttrakhand

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

# **SPECIAL CONDITIONS**

## CHAPTER- II

### SPECIAL CONDITIONS OF CONTRACT

The particular condition of the contract applicable to this tender read in conjunction with the other documents i.e General condition & general specification forming part of the contract. These special conditions shall supersede any other contract document.

No escalation of any account shall be allowed, till the final completion of the work. All duties taxes octroi turnover tax ext. shall be borne by the contractor.

Latest relevant specification shall govern this contract and work shall be carried out strictly in accordance therewith.

Time is essence of this contract. The contractor is expected to work shall be more than one shift. Nothing extra shall be paid for the same.

The contractor must submit a time schedule with the tender. The same shall be reviewed during the time of execution. Suitable amendment shall be made in the work programmed if in the opinion of the Architect \Project Manager the progress of the work is not satisfactory.

In case the contractor fails to match the progress of the work to the program approved by the Architect \Project Manager the employer reserves the right to get the complete or the portion of the work executed by any other agency at the risk and cost of the contractor.

In case or part thereof of delay a penalty of 1% of actual contracted amount per week subject to a ceiling of 15% of the contract sum. shall be imposed on the contractors as liquidated damages. The decision of the Architect in this matter shall be conclusive and binding on the contractor.

Rates for extra items shall be derived in other as under:-

- i) From the nearest item in the tender.
- ii) Actual cost plus 15% toward overheads and profits.

The decision of Architect in this regard shall be final

Contractor shall obtain comprehensive all risk (C. A. R.) insurance policy to cover damages to and loss of property and persons as under:

- a) Civil work under demolition /construction including all adjacent walls and supported floors. Full reinstatement value again all risk during construction.
- b) Material at site including plants machinery and other perishable item.
- c) Injury to persons belonging to the Employer Architect the employer and the visitors to the premises.

It should be carefully noted that numerous agencies will be working in the project simultaneously and the contractor shall have to work at every stage in close coordination with each of incase. He shall have to program his work accordingly in consultants with other agencies as per sequential requirements as may be decided by the Architect simultaneous execution of other computes of the work by other agencies may necessitate reorganizing which shall not be accepted as ground of any delay or excuse of any nature whatsoever.

The contractor shall take adequate measures for provision of temporary support of plank & struts before demolition.

It shall be the responsibility of the contractor to take necessary steps to prevent any damage to structure while demolition to provide safety & prevent accidents to both safety code for demolition work IS: 4130(pt-3)

The contractor shall insure that without of temporary support shall be done very carefully to prevent any damage /collapse shall be make sure if any planking and strutting is required to be left permanently in position to prevent any damage. Such support shall be measured and paid separately.

The contractor shall coordinate with Electrical, Air Conditioning Fire & Detection Telecommunication & any other agency which are beyond his scope. Contractor shall inform architect about coordination of all these works & shall Co-ordination is essence of this contract.

**THE TENDER HAS TO BE SUBMITTED IN TWO ENVELOPES:**

Earnest money, amounting of Rs. 22000.00 in the form of bank draft drawn in favor of Indian Bank, Payable at Dehradun must accompany each tender in separate sealed envelope and super scribed Tender for 1- INTERIOR FURNISHING, LOOSE FURNITURE & CIVIL WORKS

2- ELECTRICAL WIRING, UPS CABLING & AC ACCESSRIES WORKS,

3- DATA CABLING WORKS of INDIAN BANK, AT KASHIPUR-2, NEAR JASPUR BUS STAND, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTRAKHAND, and addressed to

**LIQUIDATED DAMAGES:**

Should the work be not completed to the satisfaction of the Employer / Engg. In-charge within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted after the expiry of the completion dare 1% of actual contracted amount per week subject to a ceiling of 15% of the contract sum.

# **AGREEMENT**

## **Agreement**

Made at -----day of ----- Between  
INDIAN BANK, Dehradun (Hereinafter referred to as the Employer which expression shall include their heirs, executors, administrators and assigns) of the one part and (hereinafter referred to as contractors of the other part whereas. Employer is desirous for 1- Interior Furnishing, Loose Furniture & Civil Works

2- Electrical Wiring, UPS Cabling & AC Accessories Works,

3- Data Cabling Works in INDIAN BANK, AT KASHIPUR-2, NEAR JASPUR BUS STAND, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTRAKHAND , and has caused drawings and specifications describing the work to be done to be prepared by M/S M S NEGI & ASSOCIATES, as their Architects ( herein after referred to as the Architects ) and whereas the said drawings and the specifications and the price schedule of quantities have been signed by or on behalf of the parties here to and WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth herein , hereinafter referred as the said conditions the work shown upon the said drawings and described in the said specifications and the said drawings and described in the said specifications and the said priced schedule of quantities at

And WHEREAS the contractor has deposited Rs. 22000.00 as the Earnest Money with the Employer, which shall become part of security deposit to be retained until the expiry of the defect liability period for the due observance of the contract .

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

- 1- In consideration of the said contract payments to be made 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 the specifications and the said priced schedule of quantities.
- 2- The employer shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3- The said contract comprised the building above mentioned and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said Architects even, though such works may not be shown on the Drawings or described in the said specifications or the priced schedule of quantities.



- 4- The Employer through Architect reserves to himself the right of altering the drawings and nature of the work and adding to or omitting any items of work, check of measurement, payment certificate, variation arising in view of change of scope of work and approval of rates of extra substituted items. The decision of the Employer shall be final and binding in this regard.
  
- 5- The Employer in consultation with the Architect reserves the right to exercise control on quality of work, check of measurement, payment certificate, variation arising, in view of change of scope of work and approval of rates of extra substituted items. The decision of the Employer shall be final and binding in this regard.
  
- 6- The following documents shall be deemed to form and constructed as part of this agreement along with the amendments. Negotiated and confirmed in various subsequent letters exchanged as mentioned hereinafter and parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained .

- I. Notice inviting tender
- II. Instruction to Tenderers
- III. General & special conditions of the contract
- IV. Technical specifications
- V. Schedule of quantities
- VI. Employer's letter dated .../.../..... to the contractor's awarding the contract.
- VII. Contractor's letter dated.../.../..... To the Employer in acceptance of the award of contract.

- 7- All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Dehradun only, the court in Dehradun shall have jurisdiction to determine the same.
  
- 8- The several parts of this contract have been read to us and fully understood by us.

Witness our hand this .....a day of .....

SIGNED BY THE SAID .....

IN THE PRESENCE OF .....

ADDRESS .....

SIGNED BY THE SAID CONTRACTOR.....

IN THE PRESENCE OF .....

ADDRESS .....

# **GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### ***Definitions: -***

1- The “CONTRACTOR” means the documents forming the tender and acceptance there or and the formal Agreement executed between Employer, & the contractor, together with the documents referred to therein including these conditions the specifications, design, drawings & the instructions issued from time to time by the Architects shall be complementary to the another.

In the contract the following expression shall unless the context otherwise requires, have the meanings, hereby respectively assigned to them

- (a) “EMPLOYER” or “CLIENT” shall mean The Zonal Manager, Indian Bank, the employer or any other persons empowered on his behalf by the Employer to discharge all or any of its functions.
- (b) The Expression “WORK(S)” or “Contract” shall unless thereby something either in the subject or context repugnant to such construction, be construed & taken to mean the works by or by virtue of the contract contracted and whether original, altered, substituted or additional.
- (c) The “SITE” shall mean the land and or other places on into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (d) The “CONTRACTOR” shall mean individual or firm of company whether incorporate or not, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company, or the successors of such firm or company & the permitted assignee of such individual or firm or firms or company.
- (e) The “ACCEPTING AUTHORITY” shall mean The Zonal Manager, Indian Bank his nominee on behalf of the Indian Bank
- (f) The “ENGINEER-IN-CHARGE” means the officer who shall supervise & be in-charge of the work on behalf of the client / consultants and who shall sign all correspondence, documents on behalf of employer, in course of administrations and execution of the contract work.
- (g) “ARCHITECTS” / “CONSULTANTS” means M/s M S NEGI & ASSOCIATES, or their authorized representative who shall supervise the workmanship and faithfulness of drawings on behalf of employer.
- (h) “MARKET RATE “ shall be the rate as decided by he employer & Architects on the basis of the cost of materials inclusive of any taxes, octroi or such statutory imposition at the time of work, & the cost of labour at the site where the work s to be executed plus the percentage to cover all overheads supervisions and profit.
- (i) “TEMPORARY WORKS” means all temporary including subsequent written confirmation of verbal approval and “Approval” means approval in writing including as aforesaid.

- (j) “APPROVED” means approved in writing including subsequent written confirmation of verbal approval and “Approval” means approval in writing including as aforesaid.
- (k) “SCHEDULE OF PRICES” referred to in these conditions means shall mean the standard schedule of rates prescribed by the Public works department of belonging State unless otherwise mentioned and the amendments thereto issued from time to time.
- (l) “PLANT” and “EQUIPMENT” shall mean plant machinery, equipment & all other things to be provided, erected, installed, commissioned and maintained to accordance with the contract.
- (m) “PROJECT MANAGER” shall mean the officer appointed by the employer who shall direct supervise & the in-charge of the works for appointed by the Employer who shall direct, supervise and be in-charge of the works for the purpose of this contract, & maintain liaison with the Architect / Consultants.
- (n) “CONTRACT / SUB-CONTRACT” means the notice inviting tender, the tender and acceptance thereof and the formal agreement, if any, executed between Consultants and the contractor together with documents referred to therein including these conditions with appendices and any schedule(s) of items, quantities and rates. All these documents taken together shall be deemed to form the contract/sub-contract and shall be complimentary to one another.

**Singular & Plural:-**

- 2- Words imparting the singular number shall also include the plural and vice versa where the context requires.

**Marginal Headings of Notes:-**

- 3- The marginal headings or notes shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction in of the various clauses or of the contract.

**Works include Plant & Equipment :-**

- 4- The term “works” shall be deemed to include “Plant” and “equipment” as hereinabove defined wherever the context so requires but NOT vice-versa.

**Duties & Power of Representatives:-**

- 5- The duties of the employer’s representatives are to watch & supervise the works & to test & examine & any materials to be used or workmanship employed in connection with the works. All decisions pertaining to etc., shall be as per the Architects, consultants relevant drawings. All the works shall be executed as per the directions of Architect / consultants.

The Architect may from time to time delegate any of the powers vested in them to their representative any written instruction or approval given by such a representative to the contractor within the terms of such delegation ( and not otherwise) shall bind the contractor & the Employer, as though it had been given by the Architect provided as follows:-

- (i) Failure of the Consultants representatives to disapprove any work or materials shall prejudice the power of consultants thereafter to disapprove such work or materials & to order the pulling down removal or breaking up thereof.
- (ii) If the contractor shall be dissatisfied by reasons of any decision of the consultant's representative he shall be entitled to refer the matter to the consultant who shall thereupon confirm, reverse or vary such decision.

### **Assignment**

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under (other than a charge in favour of the contractor's bankers of any monies due or to become due under this contract) without the prior written consent of the employer.

### **Sub Contracts**

The contractors shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contractor.

### **Contract drawings & specifications:**

- (a) The work will be executed as per plans & Details shown on drawings but, minor alteration may be possible to suit the site conditions.
- (b) Where the mode of measurement is not specified the latest relevant mode of measurement of Indian institute of architects shall be adopted.
- (c) All the specification to conform I.S. Standards.

### **Procurement of Materials:**

The contractor shall arrange the procurement of all materials required for the work.

### **Workmanship & material**

The materials to be used on the work shall be new, as per the specifications and of the best quality procurable.

### **Insurance Workmen's Compensation & Other Acts: -**

It shall be the responsibility of the contractor to abide by the rules and regulations of the various Govt. Acts. Like minimum wages Act, Apprentices Act, 1961, Workmen's compensation Act. Employees' state Insurance schemes contract, Labor Act. The contractor shall be liable completely for any pecuniary liability arising out of any violation of the provisions of the above Acts. Contractor should indemnify the Bank from any claim made due to violation of the Govt. Rules & Regulations.

### **Interpretation By Architect Only: -**

In case of any dispute regarding interpretation of specifications and of schedule of quantities and rates. The interpretation of the architects shall be final and binding on both the contractor.

**Bank's right**

Bank's is not bound to accept the lowest or any tender and also reserve the right to accept or reject any or all tender either in whole or in part without assigning any reasons

**Taxes**

All relevant taxes to be borne by contractors including works, contractor charge, income tax and any other taxes applicable.

**Security Deposit/Retention Money**

#REF!

**Deduction of Security Deposit/Retention Money**

(a) The Security Deposit shall be collected in the following manner:

A sum equal to 10% of the value of work done shall be deducted from each on Account bill of the contractor until the total amount of deduction including the Earnest Money reaches 5% of the contract value.

**Refund of Security Deposit/Retention Money**

(b) The Security Deposit deducted in cash can be refunded to the contractor after preparation of final bill, on issuance of completion certificate by Engineer in charge and acceptance of the same by the contractor and thereafter on the expiry of defect liability period reckoned from the date of completion certificate comprising the whole of works. The retention money shall be released after all failures, defects, imperfections shrinkages and faults have been rectified by the contractor to the satisfaction of the Engineer in charge and defect liability certificate is issued by the engineer in charge. No interest shall be payable by CONSULTANTS to the contractor against the Security Deposit recovered from the contractor's payments.

**Performance Bank Guarantee**

Within 28 days from the date of issue of Acceptance Letter by Consultants but before signing of the agreement, the contractor shall submit a Performance Bank Guarantee to Consultants for 2% value of the contract sum issued by Scheduled Indian Bank on a format issued / approved by Consultants. The Performance Bank Guarantee shall be kept valid for the three months beyond entire contract period which shall be the duration of the execution of the contract works and the maintenance period thereafter. Thus the validity period of Performance Bank Guarantee shall be until issue of completion certificate by the Engineer-in-charge plus the defects liability / Maintenance period following immediately thereafter plus three months. The contractor shall revalidate, if needed, the performance bank guarantee to cover the period until issue of completion certificate and the Maintenance period following thereafter.

**Contract Agreement**

All expenses in drawing up the agreement and the cost of stamp duty, if any, shall be borne by Employer and Contractor.

### **Sufficiency To Tender**

The contractor shall be deemed to have satisfied him before tendering as to the correctness and sufficiency of his tender for the works and of the rate quoted, which shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works including defect liability period. Accident or Injury to Workmen Contractor has to take insurance of labor & Project, against any hazards, accidents, labour insurance & against the desired performance well before commencing the work & said policy to be submitted to architect.

### **Labour**

The contractor shall employ labour in sufficient number to maintain the required rate of progress and to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

- (a) The contractor shall furnish to the Engineer-in-charge at the intervals mentioned in prescribed form details of the number with description by trades of the work people employed on the works. The contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge a true statement showing the labour employed in respect of the second half of the preceding month and the first half of the current month. The contractor shall also give details of (i) the accidents that occurred during the fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the rule and the amount paid to them.
- (b) The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the contract regulations.
- (c) The contractor shall in respect of labour employed by him or his sub-contractors comply with or cause to be complied with the contract Labour Regulations in regard to all matters provided therein.
- (d) The contractor/s shall thoroughly familiar himself /themselves about the provision of contract labour Acts in force and submit a certificate to the Engineer-in-charge of the work indicating whether the provision of such Acts & Rules as are applicable. The contractor/s shall observe all the formalities, perform all the acts and abide by all the provisions contained in these Contract Labour Acts.
- (e) The contractor should be registered with Regional Provident Fund commissioner concerned or give an undertaking that they would cover the contract labour engaged by them as well as their sub-contractors for the purpose of Provident Fund benefits.
- (f) The contractor/s shall obtain license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with the original to the Engineer-in-charge of the work immediately on start of the work. The original will be returned to the contractor after verification. Similar action will be taken by the contractor at the time of renewal of license.

- (g) The contractor's shall provide rest rooms, canteens, latrines and urinals, washing facilities and First Aid Facilities Strictly in accordance with the provisions of contract labour Acts. If these facilities are not provided by the contractors within the stipulated time, the same will be provided by the CONSULTANTS and the cost for the same will be debited to the contractor.
- (h) The contractor/s shall pay wages to his labour in a manner laid down in contract labour Acts in the presence of the Engineer-in-charge or his authorized representative. In case the contractor/s labour performs the same or similar kind of work as the workmen directly employed by the CONSULTANTS, the wages rates, holidays, hours of work and other conditions of service of the workmen employed by the CONSULTANTS shall be applicable to the contractor labour also.
- (i) The contractor/s shall keep and maintain necessary register/records and issue employment cards/service certificates and display notices in accordance with contract labour Acts.
- (j) In any case in which by virtue of section 20 (2) and 21 (4) of the contract labour regulation and Abolition Act, 1970 or any modification/revision thereafter, CONSULTANTS is obliged to provide amenities and / or pay wages to labour employed by the contractor directly or through petty contractor/s or sub-contractors under this contract, then the contractor shall indemnify the CONSULTANTS fully and the CONSULTANTS shall be entitled to recover from the contractor the expenditure incurred on providing the said amenities and/or wages so paid by deducting it from the security deposit or from any sum due by the CONSULTANTS to the contractor/s provided if any dispute arise as the expenditure incurred by the CONSULTANTS on provisions of the said amenities. The decision of the Engineer-in-charge thereof shall be final and binding.
- (k) Such use or occupation shall not confer any right of tenancy of the land to the contractor.
- (l) The contractor shall provide, if necessary or if required on the site, all temporary access there to and shall alter, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.
- (m) The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the site and to the Public generally.

### **Contractor's Supervision**

The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-charge. If the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense, employ as his accredited agent an Engineer approved by the Engineer-in-charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.



The Engineer-in-charge or his representative shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

### **Work during Night Or on Sundays And Holidays**

Subject to any provisions to the contrary contained in the contract, none of permanent works shall be carried out during night or on authorized holidays without the permission in writing of Engineer-in-charge.

### **Completion Certificate**

As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the contractor and/or (c) items for which payment shall be made at reduced rates. No certificates of completion shall be issued nor shall the work be considered to be completed till the contractor shall have removed from the premises on which work has been executed all scaffoldings, sheds and surplus material except such are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work as shall have been erected by the contractor or the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may have/had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes oiled locks and fastenings labeled keys clearly and handed them over to the Engineer-in-charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirement of these conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-charge may at the expense of the contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish, etc. as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expenses of fulfilling such requirements are more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

- a) If at any time before completion of the entire work, items or group of items for which separate periods of completion have been specified have been completed the Engineer-in-charge can take possession of any part of the same (any such parts being hereinafter in this condition referred to as the relevant part) than notwithstanding any thing expressed or implied elsewhere in this contract, the defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

## **Instructions & Notices**

Subject as otherwise provided in this contract all notices to be given on behalf of the Consultants and other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

The contractor or his Agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Site inspection register will be maintained by the Engineer-in-charge or his day representative in whom the contractor or his agent will be bound to sign day to day entries made by the Engineer-in-charge or his representative. The contractor is required to take note of the instruction given to him in site inspection register and should comply within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of work.

## **Discrepancies & Adjustment Of Errors**

In case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the order of priority shall be observed

If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and whose decision shall be final and binding on the

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

## **Samples**

The contractor shall make his own arrangements at the site of work for the safe storage and custody of materials. The materials should be stocked and stored as per specifications. All materials to be used in the work by the contractor shall be subject to the prior approval of the Engineer-in-charge of the work. Before using in the works the Tenderer /contractor shall submit samples of materials and arrange for the supplies duly submitting test certificate. All supplies shall be made as per approved samples.

### **Work At Night**

Contractor(s) attention is drawn to this stipulation that no work shall be carried out between sunset and sunrise without prior permission of the Engineer-in-charge. If the Engineer-in-charge is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the contractor(s) to carry out the works even at night without conferring any right on the contractor for claiming any extra payment for the same. All arrangements in this connection shall be made by the contractor at his own costs.

### **Suspension**

The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the work or any part thereof for such time and such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

- a) On account of any default on part of the contractor; or
- b) For improper execution of the work or part thereof for reasons other than the default of the contractor; or
- c) For safety of the works or part thereof, the contractor shall, during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

### **Storage of Materials**

Consultants reserves the right to inspect the storage yard of the contractor where the materials are stored and take samples wherever considered necessary, get them tested by any agency and the same if found unsuitable or not as per specifications as specified, it shall be rejected. The contractor cannot claim in such event, the losses, damages, expenditure incurred by him. Consultants shall not entertain any claims on this account.

### **Urgent Works**

In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, Consultants may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer consider that the contractor (s) is/are not in a position to do so in time and charge the cost there of as to be determined by the Engineer-in-charge to the contractor.

### **Compensation For Delays**

The compensation for delay will be at the rate Rs. 1000/- (Rupees One Thousand Only) per day or a part thereof. The total compensation for delay shall further be subject to an overall maximum of 10% (Ten percent) of the contract amount awarded. The decision of the competent officer of the Employer shall be final & binding.

### **Works to be carried out**

The works to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for full entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting for fitting and fixing in position and all other labour necessary for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

### **Care of Works / Plant & Equipments**

The deployment of all plant and machinery including moving machines shall be such as not to infringe or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the handbook of the Schedule of Dimensions of shall not be undertaken without the prior approval of the Engineer-in-charge. For any loss or damage resulting from violation of this clause the contractor(s) shall be wholly responsible.

### **Details of Employee of the Architects**

The contractor shall if required by the Architect deliver to the Architect to the Architect or the Architect representative returns in such form & it such intervals as the Architect say prescribe showing in details the supervisory staff and the numbers of the several clauses of labour from time to time employed by the Contractor on the site.

### **Discrepancies and Adjustment of Errors**

In case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the order of priority shall be observed.

If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and whose decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

### **Works to the Satisfaction of the Architect**

Save in no far as it is legally or physically impossible for contractor shall execute complete & maintain the works in strict accordance with the contract to the satisfaction of the Architect and shall comply with the adhere strictly to the Architects instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions & direction only from the Architect.

### **Termination of Contract for Death**

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual contractor or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Accepting Authority shall be entitled to cancel the contract as to its incomplete part without the consultants being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representative of the deceased contractor or the surviving partners of the contractor firms cannot carry out and complete the contract shall be final and binding on the parties.

**Cancellation of Contract in Full or in Part If the Contractor:**

- a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- c) Fails to complete the works or items of works with individual dates of completion on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge; or
- d) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not be incorporated in the work, shall not be deemed to subletting) or attempted to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority. The Accepting Authority may, without prejudice to any other right or to remedy, which shall have accrued or shall accrue thereafter to consultants by a written notice of 48 hrs. Cancel the contract as whole or only such items of work in default from the contract.

**Accepting Authority**

- a) The Accepting Authority shall on such cancellation have powers to: Take possession of the Site and any materials, machinery & plants, implements, stores, etc. thereon
- b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part the Accepting Authority shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works or in case the works or part of the works is to be completed the loss of damage suffered by the consultants. In determining the amount credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation the value of contractor's material taken over and incorporated in the work and use of tackle and machinery belonging to the contractor.

- c) Any excess expenditure incurred or to be incurred by the CONSULTANTS in completing the works or part of the works of the excess loss or damage suffered or may be suffered by the CONSULTANTS as aforesaid after allowing such credit shall be recoverable from any moneys due to the Contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing to pay the same within 30 days.
- d) If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, machinery & plants, implements, temporary buildings etc., and apply the proceeds of sale thereof towards the satisfaction of any sums due from contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provision of the contract.

- e) Any sums in excess of the amounts due to the CONSULTANTS and unsold materials, machinery & plants etc. shall be returned to the contractor, provided always that if cost of anticipated cost of completion by the CONSULTANTS of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the work such benefit shall not accrue to the Contractor.

### **Clearance of site On completion**

On completion of the works the contractor shall remove from the site all the said constructional plant and temporary works remaining thereon and any used materials.

### **Quantities**

The quantities set out in the bill of quantities are estimated quantities of the works but they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract.

### **Records & Measurements**

The contractor/s shall keep and maintain necessary register/records and measurement sheets, books level book etc. the value in accordance with done in accordance herewith. The contractor shall, without extra charges provided assistance with every appliance labour & other things necessary for measurements.

### **Recovery of Sums Due**

Whenever under the contract any sum of money shall be recoverable from the payable by the contractor, the same may be deducted from any sum then due or may become due to the contractor under the contract or under any other with the employer

### **Running & Final Bills**

The all bills shall be submitted by the contractor in a form approved & in the manner prescribed by the Architect. The Architect shall check & certify the final amount admissible on the final bill. The contractor shall be entitled to be paid this amount less the percentage indicated in the tender as security for performance during the defect liability period, & the value of all payments made on accounts against interim certificates, and any other amounts payable to the employer & any other deductions required by law.

### **Dissolution of Contractor's Firm**

If the contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the Principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of Consultants and to pay compensation for loss sustained, if any, by Consultants due to such dissolution. The amount of such compensation shall be decided by the Engineer-in-charge and his decision in the matter shall be final and binding.

### **Maintenance Certificate**

The contract shall not be considered as completed until a maintenance certificate shall have been signed by the consultants & delivered to the employer stating that the works have been complete the maintained to his satisfaction. The maintenance certificate shall be given by the Architect twenty-eight days after the expiration of the defect liability period.

### **Forfeiture or Cancellation of Contract**

The cancellation of any document such as power of attorney, partnership Deed etc., shall forthwith be communicated by the contractor to consultants in writing failing which consultants shall have no responsibility or liability for any action on the strength of said documents.

### **Work During Night or on Sundays and Holidays**

Subject to any provisions to the contrary contained in the contract, none of permanent works shall be carried out during night or on authorized holidays without the permission in writing of Engineer-in-charge

### **Foreclosure of Contract In Full or In Part Due to Abandonment or Reduction in Scope of Works**

If at any time after acceptance of the tender the Consultants shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at Site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

- a) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site offices, storage accommodation and water storage tanks.
- b) The Consultants shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Consultants shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over by the Consultants, cost of such materials, shall take into account purchase prices, cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the contractor.



- c) For the contractor's materials not retained by the Consultants, reasonable cost of transporting such material from site to Contractor's permanent stores or to his other works whichever is less shall be paid by Consultants. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- d) If any material supplied by Contractor are rendered surplus, the same shall be returned by the contractor to Consultants. In case the surplus material is not available, recovery shall be done at market rate prevailing at that time including cost of transporting such materials from site to the contractor stores.
- e) The contractor shall, if required by the Engineer-in-charge furnish to him books of account, wage books, time sheet and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

### **Arbitration and Laws**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions here in before mentioned and as to the quality of Workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating the contract, design, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to arbitrator to be appointed by Architect from a panel of arbitrators. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, the Architect shall appoint another person to act as arbitrator in accordance with the terms of the contract. It is also a term of this contract that no person other than a person appointed by the Architect as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

Subject as aforesaid the provision of the Arbitration Act, 1996, or any statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonable possible, continue during the arbitration proceedings and payment due or payable to the contractor shall be with held on account of such proceedings.

The arbitrator shall be deemed to have entered into (on there of reference on there of) reference on the date he issued notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitration shall be final conclusive and binding.

### **Prices to be Firm**

Unless otherwise provided no adjustment to the contract price shall be made in respect of any increase or decrease after the submission of the tender in the prevailing cost of labour or materials which result in an increase or decrease of cost to the contractor in carrying out the works.

### **Extra Items**

Rate of Extra items if admissible shall be derived on the following basis:

- a) From the nearest similar item of the tender
- b) Contractors shall submit his items rats (within fifteen days of being asked to execute such as item) long with necessary analysis of men, materials used therein, & and the proof thereof for the works to be executed at site. 15% over & above these rates shall only be payable towards his overheads & profiles & as approved by the consultants.

### **Issue of Materials of the Employer**

The employer at is option issue such as materials as are listed. All other materials for the works & Temporary works shall be provided by the contractor at his own cost. If the employer issue any of the materials listed above the contract price payable to the contractor shall stand reduced by the values of the materials issued by the employer, such values being calculated at the rates specified against each of the materials listed. Property in the materials is used by the employer shall always remain with the Employer. The contractor shall not deal with such materials in any manner except for use in execution of this contract.

### **Law Governing the Contract**

This contract shall be governed by the Indian Laws for the time being in force. The Contractor shall submit to the jurisdiction of the courts situated at Dehradun and the courts at Dehradun only will have the jurisdiction to hear and decide all actions and processing arising out of this contract.

### **Courts Jurisdiction**

Incase of any disputes/differences between contractor & Consultants the jurisdiction shall be of Dehradun Courts only.

# **LIST OF APPROVED MAKE OF MATERIALS**

**LIST OF APPROVED MANUFACTURES / NATURAL SOURCES OF MATERIALS  
TO BE USED IN THE WORK SUBJECT TO THE APPROVAL OF SAMPLES BY  
THE ARCHITECTS.**

**Note:**

- 1) All Material shall be of the 1<sup>st</sup> quantity (Among the approved brand, selecting brand shall be done as per Owner / Architects choice)
- 2) Wherever contractor propose to use equivalent makes (i.e. other than specified), the same be done after prior approval of the owner / Architect. Any additional expenditure & time to time due to this shall be solely on contractors account & no claims whatsoever shall be entertained in this regards
- 3) Read “or equivalent approved” at the end of the list of approved manufacturer / sub contractor / brand for every material.

**FOR ELECTRICAL, UPS, DATA CABLING & AIR-CONDITIONING WORKS**

<b>S.NO.</b>	<b>MATERIAL</b>	<b>APPROVED MAKE</b>
<b>1</b>	M.S. / P.V.C. Conduit Pipes & Accessories	I.C.I. / BEC / AKG/ KALINGA
<b>2</b>	P.V.C. Insulated Copper Conductor	Delton / National / Skytone Havells ISI Mark/ Finolex
<b>3</b>	Switches, Plug Sockets, Wiring Accessories & Telephone Outlets	Havells/MK /Anchor Roma / CPL/ Legrand
<b>4</b>	Miniature Circuit Breakers	MDS / L &T/ LUPUS/Hevells
<b>5</b>	E.L.C.B.	MDS / L & T / LUPUS/Hevells
<b>6</b>	M.C.C.B.	L & T / Crompton Greaves /GEC Asthalon
<b>7</b>	Metal Clad Plug & Socket	MDS / Crompton Greaves/Havells
<b>8</b>	Ceiling / Wall Mounted Fans	Orient / Crompton Greaves Almonard
<b>9</b>	Exhaust Fans	G.E.C. /Crompton Greaves/Orient
<b>10</b>	Florescent Light Fittings	Wipro/ Philips / Crompton/ Hevells
<b>11</b>	Incandescent Light Fittings	Wipro/ Philips / Decon / Crompton/ Hevells
<b>12</b>	Voltmeter / Ammeter / KW Meter	A.E.
<b>13</b>	Telephone Wires & Cables	Delton
<b>14</b>	Hang Over Switch	GEC Asthalon
<b>15</b>	Cable Lugs	GEC Asthalon
<b>16</b>	Cable Glands	GEC Asthalon
<b>17</b>	HRC Fuses	GEC Asthalon

**THE CONTRACTOR SHALL USE ONLY ABOVE MENTIONED MATERIALS OR EQUIVALENT MAKE TO BE APPROVED BY ARCHITECT/CONSULTANTS. ALL OTHER MATERIAL SHALL CONFIRM TO THE SPECIFICATIONS LAID DOWN.**

**FOR CIVIL, INTERIOR & FURNISHING WORKS:**

<b>S.NO.</b>	<b>MATERIAL</b>	<b>APPROVED MAKE</b>
1	Ordinary Portland Cement	L & T / ACC/Ambhuja/ Birla Gold
2	M. S. Pipes	Jindal / G.S.T.
3	Paints / Distemper	Berger / Nerolac / Asian
4	Water Proof Cement Paint	Super Snowcem
5	Wood Preservatives	Viper
6	<b>HDMR</b> Plywood, Block Board	<b>HDMR</b> / Century/ Archidply/Green
7	MDF Board	Nuwud / Duratuff/ Greenlam
8	Marine Ply	Any ISI / ISO Approved
9	Commercial Ply	Any ISI / ISO Approved/ALPRO
10	Teak Wood	C.P. Teak Wood / Salwood
11	Veneer	Euro / Century / Donear / Garnet
12	Laminates	Greenlam /Archidply/ Signature / Marino / Mica / ASIS-Shirdi Industries
13	Pre-laminated Particle Board	Butan Board / Century/ Marino/ Green / Alpro
14	Adhesive	Fevicol / Vamicol
15	Hardware / Door Closer	Everite / Doorking / I.S.I.
16	Aluminum Sections / Angles	Indal / Hindalco / Jindal
17	Ceramic / Glazed Tiles	Somany / Kajaria / Johnson
18	P.V.C. Flooring / Tiles	Premier Vinyl / Rikvin
19	Ceramic & Glaze Tiles	Johnson / Kajaria / Varmora / Face / Somany
20	Marble & Granite	Minimum 18mm thick Material
21	Reinforcement / Structural Steel	TATA / SAIL / K.L. TOR
22	Glass Sheet	Modi Float Glass/ Jindal
23	Vitreous China Sanitary ware	Cera / Hindustan / Neycer
24	Mortice Locks / Locks	Godrej / Jarodes
25	Gypsum Board	Gypboard (Gypsum India)
26	Modular Ceiling	Arm Strong
27	Chairs.	Span./ R.K. Enterprises/Polo chair
28	Plastic Seat for W.C.	Commander / Diplomat
29	C.P. Fittings	Soma / Parko / Essco / Gem
30	G.I. Pipes	B.S.T. / I.T.C.
31	G.I. Fittings	R Brand / I.S.I. Mark/Unique
32	C.P. Wastes Spreaders, Urinal Flush Pipes & Accessories	Orient / Parko
33	Pumps & Motors	Compton Greeves / Kirloskar / Beacon
34	Floor Spring	Hermco / Doorway
35	Hardware	
36	Nails	Hammar / Pioneer
37	Screws	GKW
38	Masking Tape	Abro
39	Ply Castor	STB / Nandu
40	Toilet Fitting	Park / Egal or equivalent

41	Vitrified Tiles	Euro / Johnson / Bell / Nitco / Varmora
42	Tap Fitting	Jaquar or Equivalent
43	Paint	Asian or Equivalent
44	P.O.P.	Best Quality of India Gypsum

**THE CONTRACTOR SHALL USE ONLY ABOVE MENTIONED MATERIALS OR EQUIVALENT MAKE TO BE APPROVED BY ARCHITECT/CONSULTANTS. ALL OTHER MATERIAL SHALL CONFIRM TO THE SPECIFICATIONS LAID DOWN.**

### **IMPORTANT INSTRUCTIONS TO THE CONTRACTOR**

THE CONTRACTOR HAS TO SUPPLY AND ADHERE TO THE SPECIFIC MAKES AND SPECIFICATIONS OF ALL THE ITEMS, WHICH ARE MENTIONED IN THE SEPARATE LIST OF APPROVED MAKES. THE CONTRACTOR IS INSTRUCTED OF GET APPROVAL OF ALL THE MATERIAL, FIXTURES, LAMINATE, COLOR, POLISH, BEFORE STARTING THE WORK.

ALL QUANTITIES INDICATED IN TENDER ARE APPROXIMATE & ARE LIKELY TO CHANGE. CONTRACTOR MUST TAKE ACTUAL MEASUREMENT AT SITE AND BILLING TO BE DONE AS PER ACTUAL MEASUREMENT OF WORK DONE AT SITE.

RATES QUOTED IN TENDER SHOULD BE INCLUSIVE OF ALL TAXES, OCTROI, TRANSPORTATION, LOADING / UNLOADING, WASTAGE ETC.

WORK HAS TO BE GOT EXECUTED AT SITE IN CO-ORDINATION WITH VARIOUS OTHER AGENCIES.

SOME OF THE ABOVE ITEMS MAY NOT BE OPERATED AT ALL. IT WILL BE CLIENT'S/ARCHITECT'S DISCRETION. CONTRACTOR CANNOT CLAIM ANY CHARGES/COMPENSATION FOR NON-OPERATION OF ANY ITEMS.

ALL EXPOSED SURFACES OTHER THEN LAMINATED ONES BE MELAMINE OR LACQUER POLISH AS SPECIFIED AND ALL THE INNER SURFACES BE FRENCH POLISH FINISH OF MAKE AND SHADE APPROVED BY THE ENGINEER.

THE FRONT FACES OF ALL FURNITURE ITEMS SHOULD BE FINISHED BY LAMINATED, BEADING AND PLY-WOOD WITH PATTERN AS SUGGESTED BY THE ARCHITECT

THE RATE OF THIS TENDER SHOULD INCLUDE GIVING THE PEST CONTROL & BORER PROOFING TREATMENT TO THE ENTIRE FURNITURE WITH 5 YEARS WRITTEN GUARANTEE ON RS. 100/- BOND / STAMP PAPER. THE SAME TREATMENT SHALL BE GIVEN BY SPECIALISED AGENCY (REGISTERED WITH PEST CONTROL ASSOCIATION – GIVING THE REG NO. & THE COPY OF THE REGISTRATION CERTIFICATE) DOING PEST CONTROL TREATMENT & COPY OF THEIR GUARANTEE CERTIFICATE ALSO SHALL BE ENCLOSED WITH THE FINAL BILL.

ALL JUNCTIONS EITHER VERTICAL OR HORIZONTAL OR RIGHT ANGLE SHOULD HAVE GROOVES, CHAMFERED EDGES & PROPERLY FINISHED.

ALL OPEN EDGES OF THE BLOCK BOARDS, PLYWOOD ETC. MUST HAVE LEAPING OF SUGGESTED SIZE

ALL GAPS EITHER IN THE FLOOR, WALL OR CEILING OR TOUCHING TO THE OTHER UNIT OF FURNITURE SHALL BE FILLED WITH PROPER MATERIAL AND THE SAME SHALL BE FINISHED WITH ADJOINING FINISH / AS SUGGESTED BY THE BANK'S ENGINEER OR THE ARCHITECT.

ALL MATERIAL SUCH AS WOOD, B.B., PLYWOOD, LAMINATE, BORDER PATTIES, MOLDING PATTIES ETC. HAS TO BE USED IN FULL LENGTH ONLY. JOINTS SHOULD BE AVOIDED AS FAR AS POSSIBLE.

ANY ITEM MENTIONED IN THIS BOQ WITH THE UNIT OF R. FT. WILL HAVE MEASUREMENT FOR MID LENGTH ONLY. ONLY EXACT TO THE SHAPE AREA FOR TO THE SHAPE ITEMS WILL BE CONSIDERED FOR FINAL MEASUREMENT PURPOSE. FOR THE SINGLE WINDOW COUNTER THE MID LENGTH OF THE WORKING TOP WILL BE CONSIDERED FOR THE MEASUREMENT PURPOSE.

SCREWS SHALL TO BE USED WITH PROPER FIXING WITH THE HELP OF SCREW DRIVER ONLY.

THE CONTRACTOR SHALL GET APPROVAL BY MAKING A COMPLETE SAMPLE OF ALL MAJOR ITEMS (WITHOUT FINISHES) FROM THE ARCHITECT. THE ARCHITECT SHALL BE INFORMED FOR THE WORK PROGRESS AT VARIOUS STAGES OF THE WORK UNDER EXECUTION. FINAL FINISHES I.E LAMINATE, PAINT, POLISH ETC. SHALL BE APPLIED ONLY AFTER THE APPROVAL FROM THE ARCHITECT.

TIME AND QUALITY ARE BOTH THE IMPORTANT FACTORS OF THIS PROJECT AND THE CONTRACTOR SHOULD STRICTLY FOLLOW THE SAME. ANY DELAY IN THE EXECUTION AND POOR QUALITY OF WORKMANSHIP / MATERIAL WILL NOT BE ENTERTAINED.

THE FURNITURE CONTRACTOR'S REPRESENTATIVE SHALL REMAIN ON SITE DURING THE ENTIRE EXECUTION PROCESS FOR BETTER CO.ORDINATION WITH VARIOUS AGENCIES / ARCHITECT / BANK.

MARKING A LINE OUT FOR TOTAL LAYOUT ON SITE FOR THE ITEMS IN THE SCOPE OF THE WORK SHALL BE DONE BY THE CONTRACTOR

THE SITE SHALL BE CLEANED ON DAY TO DAY BASIS.

**BILL OF QUANTITIES**

**FOR**

**1- INTERIOR FURNISHING,  
LOOSE FURNITURE & CIVIL  
WORKS**

**2- ELECTRICAL WIRING, UPS  
CABLING & AC ACCESSRIES**