

**INVITATION OF TENDER**

**INSTRUCTION TO TENDERS**

**AND**

**GENERAL CONDITIONS OF CONTRACT**

**FOR**

**INTERIOR FURNISHING, ELECTRICAL AND ALLIED WORK  
FOR**

**INDIAN BANK**

**At**

**TIGAON ROAD, SECTOR-86 FARIDABAD, HARYANA.**

**INDIAN BANK**

**SCO 244-245, SECTOR 12, KARNAL 132001**

**TENDER ISSUED TO.....**

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**SECTION – 1**  
**TENDER NOTICE**

Sealed item rate tenders are invited on behalf of:

**To,**  
**The Zonal Manager,**  
**Indian Bank, Zonal Office,**  
**SCO 244-245, Sector-12,**  
**Urban Estate,**  
**Karnal -132001, Haryana.**

For the following work;

a) **Name of the Work: Interior Furnishings, Electrical, LAN works.**

b) **Location of Work:- Tigaon Road, Sector -86, Faridabad.**

c) **Time of Completion: - 30 Days**

**d) Earnest Money:-**

**Rs: 1500000/- (Fifteen Lacs Only) to be deposited in the form of Crossed Demand Bank Draft/ drawn in favor of Zonal Manager, Zonal Office, Indian Bank, Karnal.**

**No interest will be paid on the Earnest Money deposit.**

e) **Cost of Tender document:- Rs: 500./-(Rs. Five Hundred only) per set of tender document (non refundable, Cash/DD), Favor of Indian Bank, Zonal Office, Karnal.**

f) Availability of Tender Documents:

**Indian Bank, Zonal office, Karnal and Bank Web Site [www.indianbank.in](http://www.indianbank.in)**

**Issue of Tender Document from 24.11.2017 to 02.12.2017**

**On payment in cash/DD during working hours from 10 am up to 6 pm. (Except Sunday & Bank Holidays)**

**G) Submission of tenders to: At the Indian Bank, Zonal Office, Karnal Haryana. On or before 02.12.2017 Till 2:00pm.**

**h) Opening of Tender: - On 02.12.2017 at 3:00 pm at Indian Bank, Zonal office, SCO-244-245, First Floor, Sector -12, Urban Estate, Karnal 132001, Haryana.**

J) Mode of submission of Tender:-

The tender shall be submitted in accordance with the procedure detailed herein. Specified documents shall be submitted in sealed envelope of appropriate size, each of which shall contain the followings.

- i) Envelope marked No.1: shall contain **E.M.D. and Commercial term & condition** of tender furnished in the specified form.
- ii) Envelope marked no.2: shall contain only the priced tender with covering letter.
- iii) Envelop no 3: Envelope marked nos. 1&2 shall be put in a large envelope of adequate size marked no 3, which shall be properly sealed. This envelope shall be endorsed on the outside face.  
“Tender for **Interior Furnishing, Electrical and allied works For Indian Bank at Tigaon Road, Sector -86, Faridabad branch.**”

k) Clarification, if any to be  
Obtained from:

**INDIAN BANK, SCO 244-245, SECTOR 12, KARNAL**

1. Validity of tenders: Six calendar months from the date of submission of tender.
2. The employer does not bind it to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason/s thereof & any conditional tender will not be accepted .The notification of award of contract will be made to the successful tender in writing by the consultant.

Thanking you

Yours faithfully  
For **INDIAN BANK**

**ZONAL MANAGER**

**SECTION – II**  
**GENERAL RULES AND INSTRUCTIONS FOR THE GUIDENCE OF TENDERS.**

Tenders are invited on behalf of **Zonal Manager, Zonal Office Karnal, Indian Bank,** for **Interior Furnishing, Electrical and allied works at Tigaon Road, Sector -86, Faridabad.** Contract document consisting of the plans, specifications, bill of quantities and drawings of various classes of work to be performed and set of conditions of contract to be complied which can be purchased from the Bank's website [www.indianbank.in](http://www.indianbank.in) or our office at Indian Bank, Zonal Office, SCo 244-245, Sector 12, Karnal.

1. It is proposed that the intending tender may contact at the above mentioned address. The site of the work is available. The intending tender shall visit the site and make them thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of the work, facilities of transport condition, effective labor and materials, access and storage for materials and removal of rubbish etc.

2. As the entire work is to be completed in all respects within the stipulated period of **30 Days** and to achieve the target date of entire completion if be required /essential, the work for day and night shifts have to be carried out by the tender/contractor, for that at no extra cost, charges shall be paid to the contractor by the employer. While quoting rates, in addition to above, whether mentioned or not the rate shall always include the charges for day to day removal of debris/spoils from site in conformity with the local Municipal rules. Bank's normal work shall not be jeopardized in any way for undertaking the work. Contractor shall include in his quoted rate for supplying the plastic sheets/tarpaulin to cover Banks materials as protection against getting damaged either due to dust or water while executing the work.

Tenders in only printed forms issued by the consultants should be placed in sealed covers addressed to **INDAIN BANK, TIGAON ROAD, SECTOR -86, FARIDABAD.** The tendered should quote in figures as well as in words the rates, and amount. The language for filling tender documents shall be in English. The amount for each item should be marked out and requisite total given.

The initials of the tender with the seal of the firm shall attest all corrections. In case any discrepancy /difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:

- A) When there is a difference between the rates in figures and in words, the rate, which corresponds to the amounts worked out by the contractor, shall be taken as correct.
- B) When the contractor does not work out the amount of any item or it does not correspond with the rate written either in figures or in worked, then the rate quoted by the contractors in words shall be taken as correct.
- C) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly rate quoted by the contractor shall be taken as correct and not the amount.

- D) Amendments as mentioned above shall be based on the tender marked original only.
7. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. In such a way that interpolation is not possible. Amount should be written in figures. In case of figures the words "RS". Should be written before the figures of rupees and words paisa after the decimal figures, e.g. Rs 2.15 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 rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
  8. The acceptance of a tender will rest with the **Indian Bank at Tigaon Road, Sector -86, Faridabad branch**. Which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
  9. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.

#### 10 ARBITRATION

All disputes or any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the 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 the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid select any one of the persons name to be appointed as a sole arbitrator and communicate his name to the bank within thirty day's of receipt of the names. The bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified. The competent authority 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

The work under the contract shall however, continue during the arbitration proceedings & payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitration shall be deemed to have entered on the reference on the date he issued notice both the parties fixing the date of first hearing. The arbitrator may from time to time with of the parties enlarge the time for making and publishing the award.

The shall give a separate award in respect of each dispute or difference referred to him. The shall give decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

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

The bank and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

We agree to above conditions

Signature of Contractor

**With seal & address of the company.**

- 11 On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer Consultant shall be communicated to the Employer /Consultant.
- 12 GST, Work Contract GST on materials or on finished work in respect of this contract whether in vogue or likely to be imposed in future, shall be not payable by the Contractor and the Employer will not entertain any claim whatsoever in this respect at any time. Rates should not include GST etc.
- 13 The Contractor shall give a list of his relative working with the Employer along with their designations and addresses.
- 14 No employee of the Employer is allowed to work as a Contractor for a period of Two years of his retirement from Employer services, without the previous permission of the Employer. This contract is liable to be canceled if either the

- Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer /Consultant as aforesaid before submission of the tender or engagement in the Contractor's service.
- 15 The tender for work shall remain open for acceptance for a period of 6 months from the date of opening tenders. If any tender withdraws his tender before the said period, then the employer shall be at liberty to forfeit the earnest money paid along with the tender.
- 16 The tender for the work shall not be witnessed by a contractor or contractors who himself /themselves has /have tendered or who May and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
- 17 It will be obligatory on the part of the tender to tender and sign the tender in all pages documents.
- 18 The Earnest money deposit of the contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.
- 19 The Earnest money deposit of unsuccessful bidders will be refunded to them WITHOUT ANY INTEREST within 2 weeks from the date of award of work to the successful bidder.
- 20 A certificate of completion shall accompany the final bill from the consultant. Payment of final bill shall be made after deduction of retention money as specified which sum will be refunded in the manner as stated conditions .In acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

## **21 CLEARING SITE ON COMPLETION**

On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in workmanlike conditions to the satisfaction of the employer /consultant.

## **22 TERMS OF PAYMENT**

- a) 80% can be claimed in phases in the form of three (3) running bills of the value of work.
- b) 10% to be released after entire work is completed and handed over to the satisfaction and certification of the consultant.
- c) 10% to be released after the defect liability period of 12 months, without any interest.

## **23 IDLE LABOUR**

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



**24 LIQUIDATED DAMAGE**

The delivery and installation should be adhered to as stipulated time frame, failing which liquidated damages @ **0.5%** per week of delay shall be levied subject to a maximum of **10%** of the total order value.

Beyond unusual delay the bank reserved the right to cancel the work order and the balance work can be assigned to any other agency as per the discretion of the bank. In that case no pending amount will be released and the balance amount will forfeited.

**25 TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract or, if a receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the Employer to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, there under or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor observe or perform the same or shall use improper materials or workmanship in carrying on the work or shall in the opinion of the employer 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 employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract, then and in any of the said cases, the employer may notwithstanding previous waiver determine the contract by the notice in writing to the effect as hereinafter mentioned but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined as if the work subsequently executed had been executed by or on behalf of the contractor.

**IF THE CONTRACT HAS BEEN TERMINATED THE EMPLOYER RESERVES THE RIGHT TO RECTIFY THE ITEMS AND COMPLETE THE JOB IN THE RISK AND COST OF THE TERMINATED VENDOR BY ANY OTHER APPROVED VENDOR.**

**SECTION -III**  
**FORM OF TENDER**

**To.**  
**The Zonal Manager**  
**Indian Bank, Zonal Office,**  
**SCO-244-245, First & Second Floor**  
**Sector-12, Urban Estate,**  
**Karnal - 132001.**

Dear Sir,

**Re: Interior Furnishing, Electrical and allied work of Indian Bank at Tigaon Road, Sector -86, Faridabad branch.**

- 1) I/we refer to the tender notice issued for Interior Furnishings and Electrical work in connection with the above.
- 2) I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with drawings, conditions of contract specifications, bill of quantities for the sum of RS..... at the respective rates quoted in the schedule of quantities.
- 3) I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the site tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to:
  - A: Abide by and fulfill all the terms and provisions of the said conditions annexed hereto:
  - B: Complete the work within **30 days** as stipulated in two or three shifts if considered necessary by the consultants at no extra cost to the Employer.
- 4) I/We have deposited earnest money of Rs. 15000/- In the form of Crossed Demand draft / pay order /Banker's Cheque which, I/We note, will not bear any interest and is subject to forfeiture solely at Bank's discretion:
  - i) If the work is not commenced by me/us within 10(Ten) days from the date of issue of formal work order
  - Or
  - ii) If the offer is withdrawn within the validity period of acceptance.
  - iii) If the contract is not executed within **30 days** from award of contract.
- 5) I/We understand that you are not bound to accept the lowest or any tender you receive.

6) The acceptance of this tender shall constitute a binding of any contract and any failure as mentioned in item 4. Above shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and to claim extra cost \ expenditure incurred by them from us.

7) Our Bankers

- i)
- ii)
- iii)

8) Name of partners / directors of our firm :

I)

II)

III)

IV)

Yours Faithfully

**Signature**.....

**Name** .....

**Designation**.....

**SECTION -IV**  
**ARTICLES OF AGREEMENT**

Articles of agreement made the ..... Day of .....  
Between the **INDIAN BANK**, having its **ZONAL OFFICE KARNAL, HARYANA.**  
(Hereinafter called the employer) which expression  
should include its successors and assignee of the one part and.....  
(Hereinafter called the contractor) of the other part. Which expression should include its  
successor and assignee?

Whereas the employer is desirous of executing the interior furnishing, electrical and Civil work for total Branch mechanization of the Place Branch and has caused drawings and specifications describing the work.

And whereas the said drawings the Technical specifications and the schedule of items and quantities have been signed by and on behalf of the parties hereto.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth herein and schedule of items and quantities, General conditions of contract, special conditions including other conditions etc. technical specifications and all correspondences exchanged by or between the parties from the date of tender notice decision of negotiations meetings, if any, till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as the said conditions) the work shown upon the drawings and or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under ( Hereinafter referred to as the said contract amount)

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

1. In consideration of the said contract amount to be paid at the times in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute and complete the work shown upon the drawings and described in the said specifications and the schedule of items and quantities.
2. The employer shall pay the contractor the said contract amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The consultant in the said conditions shall mean the said **Indian Bank Zonal Office Sector 12 Karnal** or in the event of their ceasing to be the consultant for the purpose if this contract for whatever reason such other person or persons as shall be nominated for that purpose by the Employer, provided always that the person subsequently appointed to be consultant under this contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed in writing by the consultant for the time being.
4. The said conditions and appendices thereto shall be read and considered as forming part of this agreement and the parties her to shall respectively abide by submit

themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

5. The plan agreement and documents mentioned herein shall form the basis of this contract.

This contract is neither a fixed lump sum contract nor a piece work in respect of the **Interior Furnishing, Electrical and allied work for Indian Bank at Tigaon Road, Sector -86, Faridabad branch.**

6. as per the scope described and to be paid for according to actual measured quantities at the rates contained in the schedule of rates probable quantities or as provided in the said conditions.
7. The employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site, or from the 7th day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within **30 days** subject nevertheless to the provisions for extension of time.
9. All payment by the Employer under this contract will be made only at **Indian Bank, At Tigaon Road, Sector -86, Faridabad branch.**
10. Bank reserves the right to appoint its panel engineer as sole arbitrator and the arbitrator is final and binding.
11. That the several parts of this contract have been read by the contractor and fully understood by the contractor.
12. This agreement can be terminated by either client on giving 3 months notice normally. However, in exigent circumstance, the services of the contractor can be terminated by giving notice of lesser period.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed, and delivered by. ----- by the hands of MR-----  
(name and designation) it's-----and constituted attorney in the presence of

1.-----2.-----

Address-

Address-

**Witness**

Signed and delivered by the hands of MR. ----- Partner of-----  
-----in the presence of

1. ----- 2. -----

Address-

Address-

## SECTION –V

### GENERAL CONDITIONS OF CONTRACT

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

**1. Interpretation:**

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

**2. Employer:**

The term employer shall denote **Indian Bank**, having Zonal office, Karnal, Haryana Pradesh or any of its employees representative authorized on their behalf:

**3. Consultant:**

The term consultant shall mean **Indian Bank Sector 12 Karnal**

**4. Contractor:**

The term contractor shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall includes legal representative of such individual of such firm or company or successors of such firm or company as the case may be me and permitted assigns of such individual of firm or company.

**5. Site:**

The site shall mean the site where the work is to be executed at **Indian Bank at Tigaon Road, Sector -86, Faridabad.**

**6. Drawings:**

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

All drawings relating to work given to the contractor together with a copy of specification and schedule of quantities are to be kept at site and the employer /consultant shall be given access to such drawings or schedule of quantities wherever necessary.

In case any detailed drawings are necessary contractor shall prepare such detailed drawings and or dimensions sketches there for and have it confirmed by the employer consultant prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 7 days ahead from the time when it is required for



implementation so that the employer /consultant may be able to give decision thereon.

The work shall mean the work to be executed or done under this contract.

### **SCOPE:**

The work consists of Interior Furnishing and Electrical, works for total branch mechanization for the **Indian Bank, Tigaon Road, Sector -86, Faridabad**. In accordance with the drawings, specifications and schedule of items and quantities. It includes furnishing all material, labor, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the employer /consultant and to furnish by the employer/consultant. Should any detail essential for efficient completion of the work be omitted from the drawings and specification it shall be the responsibility of the contractor to inform the employer /consultants concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/consultant may in their absolute discretion issue further drawings and or written instructions, details, directions and explanations which are here after collectively referred to as The employer /consultants instructions in regard to:

A: The variation on modification of the design, quality or quantity of work or the addition or omission or substitution of any work:

B: Any discrepancy in the drawings or between the schedule of quantities and or drawings and or specification.

C: The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.

D: The demolition removal and /or rejection of any work executed by the contractor /s

E: The dismissal from the work of any persons employed thereupon.

F: The opening up for inspection of any work covered up.

G: The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period)

H: Contractor will submit a "AS BUILT" Drawing to the Bank for the premises after completion of the project, before closing the final bill.

The contractor shall forthwith comply with and duly execute any work comprised in such employer/consultants instructions provided always that verbal instruction direction and explanations given to the contractor or his representative upon the work by the employer/consultant shall if involving a variation be confirmed in writing to the contractor within seven days. No work for which rates are not specifically mentioned in

the priced schedule of quantities shall be taken up without written permission of the employer/consultant. The employer in consultation with the consultant shall fix rates of items not mentioned in the priced schedule of quantities.

## **2.DETAILED DRAWINGS AND INSTRUCTIONS**

The employer through its consultant shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall not work without proper drawings and instructions.

Immediately after receipt of the work order of the contract the contractor shall prepare a program schedule and submit the same to the employer through the consultant for approval which shall indicate the dates for the starting and completion of the various activities at the stages of construction.

## **3. COPIES FURNISHED**

The contractor on the signing hereof shall be furnished by the employer through its consultant free of charge with a copy of the priced schedule of quantities rates, two copies of each of the said drawings and one copy of specifications and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the contractor shall be supplied on payment of the charges thereof by the contractor.

## **4. OWNERSHIP OF DRAWINGS**

All drawing specification and copies thereof furnished by the employer through its consultant are the property of the employer. They are not to be used on other work, and with the execution of the signed contract set are to be returned to the employer on request at the completion of the work.

## **5. FAILURE BY CONTRACTORS TO COMPLY WITH EMPLOYERS /CONSULTANTS INSTRUCTION**

If the contractor after receipt of written notice from the employer and or the consultant requiring compliance within ten days fails to comply with such further drawings and or employer /consultant instructions, the employer through the consultant or other persons, may employ other persons to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the employer on the certificate of the consultant as a debt or shall have right to deduct same form any money due or to become due to the contractor.

## **6. VISITING OF SITE**

Intending tendered shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, effective labor and materials, access and storage for materials and removal of rubbish. The tender shall provide in their tender for cost carriage, freight and other charges not including GST etc. as also for any special difficulties and not including GST as also for any special difficulties and including police restriction for transport etc for proper execution of work as indicated in the drawings. The successful tender will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the employer /consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

## **7. TENDERS**

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

The schedule of quantities shall be filled in as follows:

1. The Rate column to be legibly filled in ink in both English figures and English words.
2. Amount column to be filled in for each item and the amount for each subhead as detailed in the schedule of quantities.
3. All corrections overwriting are to be initialed with the seal of the firm.
4. In case of any errors/omissions in the quoted rates, the rates given in the tender marked original shall be taken as the correct rates.

No modification writing or corrections can be made in the tender papers by tender.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up each and every item should be correct, workable and self-supporting. If called upon by the employer consultant detailed analysis of any or all the rates shall be submitted .The employer/consultant shall not be bound to recognize the contractor analysis.

The work will be paid for as measured work on the basis of actual work done and not as lump sum contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete work in all respects and details including preparatory and finishing work involved, directly, related to and reasonably detectable from the drawings specification and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item or work, the payment of such time of work will be made for the actual work done the basis of lump sum charges as will be assessed to be payable by the employer consultant.

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

### **8.AGREEMENT**

The successful contractor shall sign the agreement as per draft agreement annexed within 20 days from the date of issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However the written acceptance of the tender by the employer /consultant on behalf of employer will constitute a binding contract between the employer and the person so tendering whether such formal agreement is or is not subsequently executed.

### **9.ROYALTIES & PATENTS**

The contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the employer harmless from loss on account thereof.

### **10.PERMITS AND LICENCES**

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

### **11.GOVERNMENT AND LOCAL RULES**

The contractor shall confirm to the provisions of all local to the provisions of all local byelaws and acts relating to the work and to the regulations etc. of the government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by the said act, rules, regulations and bye laws etc and pay all fees payable to such authority 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 employer against such liabilities and shall defend all actions arising from such claims or liabilities.

### **12.GST AND DUTIES**

The Contractor shall pay and be responsible for payment of GST, fees or charges in respect of the works not including on works contract, excise duties and octroi, payable in respect of materials, equipment, plant and other things required for the Contract. Variation of GST, duties, levies, fees etc., if any, till completion of work shall be deemed to be not included in the accepted rates this account will in any case be entertained.

GST, will be paid separately. The Bidder must not include these charges in the rates quoted, if applicable. Separate claim on this account will be entertained under any circumstances whatsoever. The bidder shall quote his rates not inclusive of cost of materials, corresponding wastages, labour any other taxes and duties, octroi, and cost of transportation of materials to work site etc.

### **13. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any after the commencement of the work, the employer consultant shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the consultant employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment for compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specification ,drawings ,designs and instructions which shall involve any curtailment of the work as originally contemplated.

### **14. EARNEST MONEY / SECURITY DEPOSIT & RETENTION MONEY**

The tender will have to deposit an **amount of Rs:15000/- ( Fifteen Thousand Only)** in the form of crossed demand Bank Draft drawn in favor of **Zonal Manager ,Zonal Office, Indian Bank, Karnal Haryana**. From any nationalized Bank at the time of submission of tender as an earnest money. The employer is not liable to pay any interest on the earnest money. The earnest, money of the unsuccessful tenders will be refunded without any interest within **30 days** after the decision to award the work is taken or after the expiry of the validity period of the tender, whichever is earlier. The Earnest money Deposited, In case of Successful tender shall be converted into security Deposit.

Retention money will be deducted from interim bills @ 10 % of the accepted value of the tender. This retention money shall be refunded to the successful contractor without any interest **30 days** after successful completion of the defects liability period of 12 months provided the contractor has satisfactorily carried out all the work and attended to all defects in accordance with the condition of the contract. In case the contractor fails to do so appropriate amount shall be deducted by the Bank from retention money.

### **15. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein the shall immediately and in writing refer the same to the employer /consultant whose decision shall be final and binding . The contractor shall provide himself for ground and fresh water for carrying out the work at

his own cost. The employer shall on no account be responsible for the expenses incurred by the contractor for hired ground of fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price extra payment will be allowed for incidental or contingent work, Labour and /or materials inclusive of GST and duties whatsoever except for specific items, if any stipulated in the tender documents.

The contractor shall supply fix and maintain at his own cost for the execution of any work all tools tackles machinery's and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, walls houses buildings all other erections matters and things and the contractor shall take down and remove any or all such centering ,scaffolding, planking ,timbering etc shall be required or when so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of the employer /consultant.

## **16. TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART**

### **A. Time of completion:**

The entire work is to be completed in all respects within the stipulated period of **30 days**, from the date of issue of formal work order. Time is the essence of the contract and shall be strictly adhered to by the contractor.

The work shall not be considered as complete until the employer consultant have certified in writing that this has been completed and the defects liability period shall commence from the date of such certificate.

### **B. PROGRESS CHART TO BE PROVIDED**

During the period of construction the contractor shall maintain proportionate progress on the basis of the program chart submitted by the contractor immediately before commencement of work and agreed to by the employer consultant.

## **17. CLEARING SITE AND SETTING OUT WORK**

The site shown on the plan shall be cleared of all obstruction, loose stone and materials rubbish of all kinds.

## **18. MATERIALS WORKMENSHP, SAMPLES, TESTING OF MATERIALS**

All the materials specified to be maintained and the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer.

## **19. REMOVAL OF IMPROPER WORK**

The employer consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time to

times as may be specified in the order of any materials which in the opinion of the employer consultant are not in accordance with specifications or instruction .In case the contractor refuses to comply with the order the employer consultant shall have the power to employ and pay other agencies to carryout the work and all expenses consequent thereon or incidental thereto as certified by the employer consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor .No certificate, which may be given by the consultant, shall relieve the contractor from his liability in respect or unsound work or bad materials.

## **20. MEASUREMNT**

The consultant shall from time to time intimate to the contractor that he requires the work to be measured, and the contractor shall forthwith attend or send a qualified agent to assist the consultant or the consultants representative/employers representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

## **21. ACTION WHERE NO SPECIFICATION**

In the case of any class of work for which there is no such specification in technical specification, such work shall be carried out in accordance with the I.S. specification and in the event of there being no I.S. specification, then in such case the work shall carried out in all respect in accordance with the instructions and requirements of the consultant /employer.

## **22.CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC.**

The contractor (s) shall not deposit materials on any site, which will seriously cause inconvenience to the public. The Consultant may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

## **23.PAYMENTS**

- a) All bills shall be prepared by the Contractor in the form prescribed by the Employer/Consultant, format enclosed. In the bill it has to be shown deductions for all previous payments, retention money, etc. Advance / adhoc payment for work actually executed will not be normally made. However, adhoc payment may be made at the discretion of Consultant /Employer in case of exigency.  
The Consultant /Employer shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Employer and the contractor shall be entitled to payment thereof, by the Employer.
24. The contractor shall work in close co ordination with other agencies to avoid rework/damage and ensure timely completion.

25. Any damage to the work before the building is handed over is to be replaced or made good at the contractor expense to the entire satisfaction of the consultant.
26. The quantities indicated are subject to change .The payment of the bill will be made as per actual measurement at site and will be certified by the Consultant and cleared by the employer.
27. The tender shall sign each and every page of the tender documents including the drawings attached hereto.
28. The consultant shall have power to insist to the contractor to submit the sample /color/ test certificate from any Govt. Authorized agent of any materials to be used in the work, where the expenditure is to be borne by the contractor.
29. 10% of the total value of work will be retained as retention money from Contractors bills which shall be released without any interest after the defect liability period of **twelve months** provided the contractor has satisfactorily attended to all defects if any, in this period.
30. In case of any dispute the matter will be referred to **The Branch Manager, Tigaon Road, Sector -86, Faridabad.** For arbitration, whose decision shall be final and binding on both parties.
31. For litigation if any arising thereof, the competent court at Delhi alone will have jurisdiction.
32. The contractor will submit original as built electrical circuit diagram with seal and signature of a licensed electrical contractor along with the final bill.
33. Insurance against to person and property:

Without prejudice to his liability to indemnify the bank under these conditions, The contractor shall maintain and shall cause any contractor to maintain:

Such insurance's as are necessary to cover the liability of the contractor or as The cause may be such contractor, in respect of personal injuries or deaths Arising out of or in the course of or caused by the carrying out of the work;

And such insurance's as may be specifically required by the contract bills in Respect of injury or damage to property movable or immovable arising out of Or in the course of or by reason of the carrying out of the work, and caused by Any negligence, omission or default of the contractor, his servants or agents or, As the case may be of such Contractor, his servants or agents.

The contractor shall produce or cause any contractor to produce for inspection The relevant policy produce or policies of insurance together with the receipts In respect of premiums paid under such; policy or policies as and when Required by the architect / bank the production by either the Contractor or any Contractor of a current certificate of insurance from the company or firm which



Shall have issued the policy or policies aforesaid shall be a good discharge of  
 The contractor's obligation to produce or to cause the production of the policy  
 Or policies and the receipts in respects of premium paid  
 The Contractor shall maintain in the joint names of the bank and Contractor  
 Such insurance's as may be required in respect of any expense, liability, loss  
 Claim or preceding which the bank may incur or sustain by reason of injury  
 Or damage to property real or personal arising out of or in the course of or buy  
 Reason of the carrying out of the work, and caused otherwise than by the  
 Negligence, omission or default of the Contractor, his servants or agents or any  
 Contractor, his servants or agents

Any such insurance as is refereed to in the immediately proceeding paragraph  
 Shall be placed with insurers to be approved by the Architect and Contractor  
 Shall have to deposit with him the policy or policies and the receipts in respect  
 Or premiums paid for the scrutinizing of the Architect.

Should the Contractor or any Contractor make default insuring or in continuing  
 To insure as provided in this clauses of this conditions the bank may himself  
 Insure against any risk with respect to which the default shall have occurred  
 And may deduct a sum equivalent to the amount paid in respect of premiums  
 From any monies due to or become due to the Contractor.

34. All disputed and difference of any kind whatsoever arising out of or in  
 connection with the contract, whether during or after completion of contract,  
 Whether during or after completion of contract will be settled amicably in a  
 Sprit of co-operation and the banks decision which shall be final on all such  
 Matters shall be binding on the contractor.

Place :

Date :

**Signature of the Contractor**

**SECTION VI**  
**SPECIAL TERMS AND CONDITIONS**

1. Name of the work : - **Interior Furnishing, Electrical and allied work for Indian Bank at Tigaon Road Sector -86, Faridabad.**
2. Location : - **Tigaon Road Sector -86, Faridabad.**
3. Scope of Work : As in 1 & 2 above and as further detailed in instruction to Tendered
4. Date of Commencement : Immediately after issuance of work order.
5. Defect liability period : 12(Twelve) months from the date of completion certificate Issued by the consultant/employee.
6. Earnest Money : **Rs: 150000/- (Rs Fifteen thousand Only)**
7. Initial security deposit : a) the amount of initial security deposit shall be 2% of the accepted value of the tender including the earnest money deposit
- b) The initial security deposit is to be paid by the Contractor to the bank within two weeks of Intimation to him of the acceptance of tender.
8. Limit of variation : No extra /additional work should be carried Out by the contractors without prior consent Approval .Any sample to be made shall be at your cost for approval.
9. Validity of the tender : Six (6) months after opening the tender
10. Insurance : Successful contractors shall have to take Out statutory labor laws, workmen Compensation Act, Insurance policy/ Comprehensive Insurance policy for the duration of the work covering all aspects such as fire hazards,earthquake, third party risk etc. They should submit receipt of premium paid to the **Indian Bank, Tigaon Road, Sector -86, Faridabad** prior to commencement of the work.

11. Completion time and Liquidated Damage :- The entire job will be completed within **30 days** from the date of the work order. In the event of your failure to complete the work in all respects including site clearance and Reinstatement of damaged proportion within The stipulated time. Liquidated damage @ **0.5/-** per week of delay shall be levied subject to a maximum of **10%** of the total order value.
13. Return of EMD to unsuccessful Bidder's The Earnest money deposit of unsuccessful bidders will be refunded to them **WITHOUT ANY INTEREST** within 2 weeks from the date of award of work to the successful bidder.
14. Force Majeure: Any delay in or failure of the performance of either part hereto shall not constitute Default hereunder or give rise to any Damage, if any, to the extent such delay Or failure of performance is caused by Occurrences such as Acts of God or an Enemy, expropriation or confiscation of facilities by Government authorities, Acts of war, rebellion, sabotage or fires, Floods, explosions, riots or strikes. The contractor shall keep records of the Circumstance referred to above and bring These to the notice of the Engineer-in Charge/site – Incharge in writing
- Immediately on such occurrences. The Counts shall not be counted for the contract Period. One decision of the owner arrived At after consultation with the contractor, Shall be final and binding. Such a determined period of time shall be extended By the owner to enable the contractor to Complete the job within such extended Period of time.
- If the contractor is prevented or delayed For performing any of his obligations under This agreement by Force Majeure, the Contractor shall inform the owner the circumstance Constituting the force majeure and the Obligations, performance of which is Thereby delayed or prevented, within Seven days of the occurrence of the events.

## CERTIFICATE

1. The Measurement on the basis of which the above entries for the running bill no.....were made have been taken jointly on.....and are recorded at pages.....to .....of measurement book no.....

2.The work recorded in the above mentioned measurement has been done at the site satisfactorily as per tender drawings, conditions and specifications.

Signature of the contractor

Signature of the consultant

Signature of the Employer

Date:

Date:

Date:

Place:

Place:

Place:

We hereby certify that an amount of RS.....(Rupees.....) may be paid to M/S .....against their bill no.....Dated.....subject to verification of all other previous payments, if any made to them on this account, cost of materials supplied to the contractor , if any ,and GST and any other tax deduction as per rule .The Total payment excluding this should not, however, exceed RS.....

**SIGNATURE OF CONSULTANT****PROFORMA FOR APPLICATION FOR EXTENSION OF THE TIME PERIOD**

1. Name of the contractor:
  
2. Name of the work as given  
in the agreement:
  
3. Agreement No:
  
4. Estimated tender amount:
  
5. Date of commencement of work  
as per agreement:
  
6. Period for which extension of time  
has been given previously:

Extension vide consultant's  
employers letter:

No	Dated	Month	Days
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A)

B)

C)

7. Period for which extension is applied  
is applied for :

8. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the Period for which these are likely to last:

- a) Serial No.
- b) Nature of hindrance:
- c) Date of occurrence:
- d) Period for which it is likely To last:
- e) Period for which extension Required for this particular Hindrance:
- f) Net extension applied for:
- g) Remarks if any:

9. Extension of time required for extra work:

10. Extension of time required for extra work:

11. Details of extra work and the Amount involved:

14. Proportionate period of extension of time on estimated amount put To tender:

15. Total extension of time required for 11 &12: Submitted to the consultant / employer

.....

Date.....

Signature of the contractor  
DATE:

## **SECTION VII**

**TECHNICAL SPECIFICATION FOR INTERIOR AND  
ELECTRICAL WORKS WITH APPROVED MAKE OF  
MATERIALS WITH SCHEDULE OF QUANTITIES.**

**CONTRACTORS ARE REQUESTED TO VISIT THE SITE AND COLLECT ALL OTHER NECESSARY DETAIL DRAWINGS FROM THE CONSULTANTS OFFICE BEFORE QUOTING.**

**FOR ANY CONFUSION IN THE DRAWING AND SPECIFICATION PLEASE CLARIFY WITH THE CONSULTANT BEFORE THE TENDER OPEN.**

**NO EXTRA WILL BE PAID TO COMPLETE ONE SINGLE ITEM MENTIONED IN THE TENDER**