
INDIAN BANK
ZONAL OFFICE, BERAHMPORE

TENDER DOCUMENT
INTERIOR, FURNITURE AND ELECTRICAL WORK
AT
KRISHNANAGAR MAIN BRANCH

Name of Contractor : _____

Address : _____



INDIAN BANK ZONAL OFFICE BERAHMPORE NOTICE OF INVITATION TO TENDER UNDER TWO BID SYSTEMS

TENDER DOCUMENT INTERIOR FURNISHING AND ELECTRICAL & DATA CABLING WORK IN NEW PREMISES OF INDIAN BANK KRISHNANAGAR MAIN BRANCH, KRISHNANAGAR, DISTRICT – NADIA

Last date of submission of Tender	28/02/2024 up to 16:00 HRS at Indian Bank, Zonal Office Berhampore, Premises Department, Panchanantala, NH34, Berhampore - 742101
Date of opening Tender	Opening of Technical Bid will be on 29/02/2024 at 13:00 Hrs Indian Bank, Zonal Office Berhampore, Premises Department, 1st Floor, Gour Sunder Bhavan, NH 34, Panchanantala, Berhampore, Murshidabad, West Bengal 742101. Opening of will Financial Bid of eligible Technical bidder will be intimated separately.
Cost Of Tender	Rs. 500/- in favour of Indian Bank. Zonal Office, Berhampore in the form of Demand Draft or Cheque per set of documents (original document are to be submitted in the tender process). (Non-refundable)
Availability of Tender Document	http://indianbank.in
Issue of Tender Document	On 13.02.2024 12.00 pm to 28.02.2024 16.00 PM
Time and date of Submission of tender	Tender should be submitted physically on or before 28.02.2024 till 16.00 HRS Tender without tender cost in proper form will be rejected.
Drawings other than enclosed ones can be seen and clarification, if any, to be obtained from	Indian Bank Zonal Office, Berhampore, 1 st Floor, Gour Sunder Bhavan, NH 34 Panchanantala, Berhampore, Murshidabad, West Bengal – 742 101

Other:

- Goods and Service Tax (GST) shall be paid to the contractors as per applicable rules. The contractors, however, shall duly comply all necessary formalities in this regard and submit valid documents to the Bank.
- Delay in submission: Delay in submission of any part arising due to postal or any other irregularities at any stage will not be considered. The Bank will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.
- All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- The acceptance of tender will rest with **Indian Bank** which does not bind itself to accept the lowest or any tender and reserves to itself the right to reject any or all the tenders received without assigning any reason/s thereof.
- The Bank also reserves to itself the right of accepting the whole or any Part of the tender and the tenderers shall be bound to perform the same at the rates quoted.
- Tender should be submitted in two parts viz. "Technical Bid" and "Financial Bid" in two independent sealed envelope super-scribing "Technical Bid" and "Financial Bid" at the top of the envelope. Both the envelope containing Technical Bid and Financial Bid should be kept in the third cover and should be submitted by bidders.

Note: If the quoted cost is 15% above or less than the estimated cost then the bidder have to submit proper explanation with rate analysis to the bank. Unsatisfactory or unrealistic reply may attract cancellation.

Yours faithfully,

For **Indian Bank**



INDEX

<u>DESCRIPTION</u>	<u>PAGE NOS.</u>
NOTICE INVITING TENDER	3
FORM OF TENDER	4
GENERAL RULES AND INSTRUCTIONS TO TENDERERS	5 – 10
ARTICLES OF AGREEMENT	11 – 13
APPROVED LIST OF MATERIALS	14
SCHEDULE OF QUANTITIES	15 - 24
BILL FORMAT	25-29
DRAWINGS	30 – 31
OTHER CONDITIONS	32 - 56



INDIAN BANK
ZONAL OFFICE - BERHAMPORE
NOTICE INVITING TENDER

Indian Bank, Zonal Office Berhampore invites sealed tenders under 2-bid(two bid system) system from eligible contractors for proposed Interior Furnishing, Electrical & Data Cabling Works including furniture & fixtures in the New Premises of Krishnanagar Main Branch, Krishnanagar in the District of Nadia, WB-741101. The Tender Documents can be downloaded from the Bank's website (www.indianbank.in) under Tender Column.

1	Name of work	Interior Furnishing, Electrical & Data Cabling Works in New Premises of Krishnanagar Branch, . & P.O. Krishnanagar , District - NADIA
2	Estimated cost of work	
	Total / Partial furnishing of Branch / ATM / Office / etc, which includes erection of counters, work stations, doors, storage units, partitions, electrical works, data cabling etc	Rs. 6,82,970.00 (Rupees Six Lakh Eighty Two Thousand Nine Hundred Seventy Only)
	Furniture & Fixtures including electrical	Rs. 6,21,750.00 (Rupees Six Lakh Twenty One Thousand Seven Hundred Fifty Only)
3	Period of completion	3 (Three) weeks to be reckoned from 5 TH day from the date of issue of the Work Order or handing over of site whichever is later
4	Validity of Tender	180 Days from the date of opening
5	Defects Liability Period	12 Months from the date of virtual completion of work
6	Earnest Money Deposit	Rs. 10,000/- (Rupees Ten Thousand Only) by way of DD/IOI in favour of Indian Bank, Zonal Office Berhampore. *Firms registered with MSME / NSIC with valid certificates issued by GOI are exempted from submitting EMD along with Tender provided valid certificate is submitted.
7	Initial Security Deposit (ISD)	After acceptance of Work Order, Contractor shall submit ISD of 2% of the Bid / Contract Amount in the form of DD.
8	Retention Money (RM)	8% of the Bill Amount excluding Taxes
9	Total Security Deposit (TSD) = ISD + RM	10% of the Bid Amount (ISD – 2% & RM – 8%). ISD Amount will be refunded to Contractor within 14 days from the issue of Work Completion Certificate by the Architect and the Retention Money will be refunded after the completion of defect liability period.
10	Interim / Adhoc Payment	No Interim / Adhoc Payment will be paid
11	Liquidated Damages	1% per week of the Contract Value subject to maximum total of 10% of final Contract value
12	Tender Documents	Tender documents can be obtained from Indian Bank, Zonal Office, Premises Department, Panchanantala NH34, Berhampore-742101 from 12/02/2024 to 26/02/2024 on all working days during office hours and / or can be downloaded from the Bank's website (www.indianbank.in) under Tenders column.
13	Last date of submission of tenders	26/02/2024 up to 16:00 Hrs at Indian Bank, Zonal Office, Premises Department, 1 ST FLOOR,GOUR SUNDER BHAVAN, NH 34, PANCHANANTALA,BERHAMPORE MURSHIDABAD, WEST BENGAL 742101, Berhampore – 742101
14	Date of opening Tender	27/02/2024 at 13:00 HRS Indian Bank, Zonal Office, Premises Department, 1 ST FLOOR,GOUR SUNDER BHAVAN, NH34, PANCHANANTALA,BERHAMPORE MURSHIDABAD, WEST BENGAL 742101 Berhampore – 742101

Note:

- The bank reserves the right to reject any tender/bid without assigning any reason.
- The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.
- Bank is not liable to make any payment to tenderers for preparation to submit the tender/bid.

ZONAL MANAGER



FORM OF TENDER

Indian Bank
Zonal Office BERHAMPORE
1ST FLOOR, GOUR SUNDER BHAVAN,
NH 34,
PANCHANANTALA, BERHAMPORE
MURSHIDABAD, WEST BENGAL 742101

Dear Sir,

**SUB: Invitation of Tender (2-BID System) for Interior Furnishing, Electrical & Data Cabling Works
in the New Premises of Krishnanagar Branch, District - NADIA, WB-741101**

Having examined the drawings, specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs. 10,000 /- (Rupees Ten Thousand Only)** by crossed demand draft / IOI payable at Berhampore and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs. 10,000/- (Rupees Ten Thousand only)** in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for **180 (One Eighty Days) days** from the date of opening of Envelope No.1.

I/We enclose the completed tender documents duly signed under two separate sealed envelopes and the Earnest Money Deposit Rs. 10,000.00 (Rupees Ten Thousand Only) by way of Bank Draft/ IOI No. Dated Issued by

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of

Tenderer who has the Power to do so]

Place:
Date :

Witness

Signature:
Name:
Address:
Seal:



Technical part - B
GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERERS

1 Definition of terms / interpretation:

- Employer/Owner/Bank /Indian Bank/ Accepting Authority shall mean Indian Bank with their Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 inter-alia having their Zonal Office Berhampore at panchanantala, Berhampore – 742101 (West Bengal) and any of its employees representative authorized on their behalf.
- Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/“tenderer”), “bided”/“tendered”, “bidding”/“tendering”, etc. are Synonymous.
- Day means calendar day. Singular also means plural
- “Contractor” means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- Tenderer: The term ‘Tenderer’ shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individuals or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

2 Tenders, which should always be placed in sealed cover, with the name of the work written on the envelope **“Interior Furnishing, Electrical & Data Cabling Works in New Premises of Krishnanagar Branch, P.O. KRISHNANAGR, District – NADIA”** will be received by Chief Manager (P&E), Indian Bank, Zonal Office , Premises Department, Berhampore. **Tender should be submitted in two parts viz. “Technical Bid” and “Financial Bid” in two independent sealed envelope super-scribing “Technical Bid” and “Financial Bid” at the top of the envelope . Both the envelope containing Technical Bid and Financial Bid should be kept in the third cover and should be submitted by bidders.**

3 Earnest money amounting to **Rs.10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft /IOI drawn in favour of **“Indian Bank, Zonal Office Berhampore”**, must accompany each tender. EMD amount will not carry interest. Tender without earnest money will be summarily rejected.

Please note that firms registered with MSME / NSIC under single point registration with valid certificates issued by GOI are exempted from submitting EMD. Necessary Certificates must accompany Bid. No other type of certificate is acceptable. The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of Tender.

4 The Indian Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

- a. The rate quoted by the Tenderer shall be net (excluding GST), up to the stage of incorporation and handing over site. All taxes including (excluding GST) or any other tax on material or on finished works like Turn-over Tax, including taxes that may be newly introduced subsequent to the tender etc. in respect of this contract shall be payable by the Tenderer and the Indian Bank will not entertain any claim whatsoever in this respect. The rate quoted should be excluding GST and there should not be any change of sequencing of items in BOQ, which should be as per sequencing mentioned in BOQ.

The tenderer who wishes to quote for the tender should have valid GST registration and should mention the registration number. Also tendered should submit all statutory licenses and certificate.

5 The Tenderer shall give a list of his relatives working with the Indian Bank along with their designations and addresses.

6 No employee of the Indian Bank is allowed to work as a contractor for a period of two years of his retirement from Indian Bank service, without the previous permission of the Indian Bank. The contract is liable to be cancelled 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 Indian Bank as aforesaid before submission of the tender or engagement in the Tenderers service.

7 The tender for works shall remain open for acceptance for a period of 180 days from the date of opening



of Tender. If any tenderer who withdraws his tender before the said period, then the Indian Bank shall be at liberty to forfeit Earnest Money paid along with the tender.

- 8 The tender for the work shall not be witnessed by a Tenderer or Tenderers 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 Tenderers tendering as well as witnessing the tender liable to summary rejection.
- 9 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts.
- 10 Transfer of tender documents purchased by one intending Tenderer to another is not permitted.
- 11 The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by Bank Demand Draft payable to Indian Bank. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.
- 12 The Earnest Money Deposit of unsuccessful tenderers shall be refunded within three weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier and in any case not later than SIX months.
- 13 The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's Demand Draft towards Security Deposit.
- 14 The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not start the work by stipulated date mentioned in the award letter.
- 15 ***The retention amount at 8% on the value of the bill paid will be held by the Indian Bank apart from ISD.*** ISD Amount (2%) will be refunded to Contractor within 14 days from the issue of Work Completion Certificate by the Architect and the Retention Money (8%) will be released at the end of Defect Liability Period (12 Months), subject to satisfactory rectification of defects noticed, if any. ISD and Retention Amount held in our Bank's Book will not carry any interest.
- 16 The acceptance of a tender will rest with the Indian Bank and the Indian Bank reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. Tenders in which any of the prescribed conditions are not fulfilled (or) are incomplete in any respect are liable to be rejected. The Indian Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- 17 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 18 All rates shall be quoted on the proper form of the tender alone. **All the entries to be made legibly in ink only.** Rates written in pencil or any other mode shall not be considered for evaluation and will be rejected.
- 19 An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment along with sealed tender, the same may be considered.
- 20 On acceptance of the tender the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Indian Bank shall be communicated to the Indian Bank.
- 21 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in words and in figures.
- 22 The Contractor shall within 7 days of receiving the **WORK ORDER** submit **INITIAL SECURITY DEPOSIT of 2% of the contract value in the form of a Demand Draft.** On acceptance of the Demand Draft, the Earnest Money Deposit shall be refunded to the Contractor.
- 23 The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. If needed, the Contractor has to obtain required permission/ approval from the building secretary/ association. The Contractor shall



before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.

- 24 The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care to keep areas free from getting water logged, from concrete/mortar dippings, bricks, steel, shuttering materials or any other material / rubbish.
- 25 Debris and items removed from the building have to be neatly stacked at site and then periodically removed (maximum of one week), carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned. No debris shall be thrown loose from upper floors. No floor, roof or other part of the building shall be over-loaded with debris or materials as to render it unsafe.
- 26 Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
- 27 Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
- 28 For painting & Lamination, sample area shall be prepared and the shade got approved. It is also advised to give computer presentation of various colour schemes to the employer before going for sample painting/Lamination,
- 29 The Tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.
- 30 The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting, scaffolding required if any to load/ unload the materials etc.
- 31 The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge.
- 32 The work shall be carried out without disturbing the existing occupants of other offices. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed so as to have least disturbance to the occupants of other offices.
- 33 No interim payment / Adhoc Payment will be entertained in any case
- 34 ***The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him inline with central/ state labour wage act whichever higher.***
 The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- 35 From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from



any cause whatsoever including causes of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

For the purpose of this condition this expression "from commencement to completion of works" shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.

Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment if any against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing paragraphs. In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor.

Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub-Contractor/nominated Sub- Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub- Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/ workmen covered by Workman's Compensation Act 1923, and employees / workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this para for the personnel in employment with the Contractor / Sub-Contractor may be in their Employer's names of the Contractor / Sub-Contractor / nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, the Employer and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Employer. The policy in original shall be deposited with the Employer.

The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the employees and directors of the Employer and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum of **Rs. 1.00 lakh**. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within **Seven days** of its issue by the Insurer.

- 36 The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Bank has nothing to do with such happenings and in no way shall be held responsible for the same.
- 37 The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.
- 38 If the work is not started within **7 days** from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistence to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a 5 days' notice to the contractor. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages.



- 39 The time allowed for completing the works is 21 **days** to be reckoned from **5TH day** from the date of Work Order / date of handing over site whichever is later. Tenderers shall submit a programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.
- 40 If the Contractor fails to complete any or all the works by the date/s named in **Clause 39** (Date of Completion) or within any extended time (permitted by Bank) then the Contractor shall pay or allow the Employer the sum to be worked out at **1.0%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **10%** of contract value. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
- 41 **Extension of time:** If in the opinion of the Employer/ Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay of other contractors nominated by the employer and not referred to in the specification or (d) by the reason of authorized extra and additions or (e) by reason or any combination or works men or strikes or lock-out affecting any of the building trade or (f) from other causes which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.
In case of such strikes or lockouts as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless he shall use his best endeavours to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer for any extension of time for completion hereunder (which shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being, granted, determine, and declare the final completion date. The provision in clause 13 with respect to payments of liquidated damages shall be construed as if the extended date fixed by the employer was substituted for and the damages shall be deducted accordingly.
- 42 The successful tenderer shall be required to execute an Agreement in the proforma attached with this tender document within **7 days** from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.
- 43 The final bill will be released on satisfactory completion of the entire work and on completion of all the terms and conditions / obligations spelt out and on proper submission of the bill together with the measurements. Final Bill settlement is within 30 days from the date of proper submission of bill & measurements.
- 44 The tenderers shall separately specify at the end of the tender the % and value of SGST and CGST as applicable. As on date 9 % CGST and 9% SGST IS APPLICABLE FOR WORKS CONTRACT. Regarding tax part, the tax rate at the time of billing shall rule over and above all documentations. Valid documents shall be produced if tendered/ asked for at the time before payment. TDS for income tax is as applicable and shall be included in the quoted rates. The comparison for the least bidder shall be made with the basic price of items of work excluding "Goods and Service Tax" part.
- 45 At any stage i.e. during the execution of work, any kind of change required, whether it is in design or specification, the contractor must inform the concerned Department of the Bank or Architect and after getting the approval, the same has to be incorporated by the contractor.
- 46 Single Power point & Water for work will be provide by bank at free of cost
- 47 The contractor shall not directly or indirectly sublet the work to other party without written permission



of the bank.

- 48 The Bank reserves the right to distribute the work for which quotations have been called, among more than one parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the Bank.
- 49 Bank shall not be responsible for any lose or damage to the contractor/ labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the Bank authorities
- 48 No advance payment shall be made to the contractor on supply of any material supplied at site for execution; Payment shall be made only after completion of the work , submission of proper bills and measurement and checking at the site by Architect and Bank' Engineer.
- 49 Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. They must go through specifications and documents. Any clarification, if required, may be taken from the bank before submitting the quote.
- 50 The quantities mentioned in schedule are provisional and likely to increase /decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit/business shall be entertained on this account.
- 51 The contractor /vendor failed to carry out the works as per schedule/Quality, the same shall be carryout with different agencies and the actual amount will be deducted from the contractor bills.
- 52 Payment to the contractor shall be made as per actual work done of site.
- 53 The contractor agency shall keep particular vigil on his workers to maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
- 54 The Bank reserves the right to accept/reject any quotes without assigning any reasons.
- 55 Any work got executed in poor workmanship as pointed out by the Bank' Official will have to be dismantled and redone by the Contractor on his own cost
- 56 Any addition, alteration or correction in the quote shall be signed and stamped properly by the contractor

DECLARATION :

I / We hereby declare that I / We read and understood the above terms and conditions and that we shall abide by them if the work is awarded to us.

Signature & Seal of the Tenderer



ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this day ofmonth of between Indian Bank and having its Zonal Office at Near Panchanantala , NH34 BERHAMPORE – 721101 (hereinafter referred to as the "Employer") which expression shall include its successor, legal heirs and assignees of the one part.

AND M/s. having its office at (hereinafter referred to as the "Contractor") which expression shall include its successor, legal heirs and assignees of the second part.

WHEREAS the Employer has caused drawings and tender documents for "Electrical & Data Cabling Work in New Premises of Krishnanagar Branch, District – Nadia "

AND whereas the Employer has called for tender vide ref. no. dated

AND whereas the contractor has submitted the tender ref. no. dated to the Employer on

AND whereas the Employer has issued the work order ref dated..... to the contractor to do the work.

AND whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract and Work Order.

AND whereas the Employer has accepted the Contractor's tender as aforesaid and whereas the tender submitted by the contractor has been accepted for such sum as may be ascertained to be payable in terms of the Bill of Quantities and which sum is estimated to be Rs. (Rupees) hereinafter referred to as the said "Contract Agreement".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete the Works in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.
- 2) **Contract Price, Taxes and Payment Terms :**

Total contract price is Rs. which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties including excise duty, GST, income tax, octroi etc. in respect of this contract. No claim in this respect will be entertained. Income tax on payments will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under income tax act 1961.

- 3) **Completion Period:**

Time is the essence of the Contract. The work is to be completed in all respects within **21 days** reckoned from 5th day from the date of issue of the Work Order or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.



2) Earnest Money:

The Contractor has deposited an amount of **Rs.10,000/- (Rupees Ten Thousand only)** as earnest money.

3) Inspection of Site:

The Contractor has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work shall in no way relieve the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

4) Supply of Material and Labour:

The Contractor shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work. The Contractor will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Contractor shall be of the best quality conforming to the required specification mentioned in the tender document and will be subject to the approval of the Employer. All such materials not approved by the Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

5) Defective Work / Materials:

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the Employer. The decision of the Employer in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

6) Inspection of Work:

During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.

7) Supervision:

The Contractor shall provide one or more competent and technical qualified engineers duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer.

8) Compliance with Statutory Regulations & Work Rules:

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for the job.



9) **Determination of Contract:**

In the event of Contractor failing to keep / adhere to agreed schedule of work, or in the event of the Contractor failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Contractor failing to complete the work within the stipulated period, the Employer may terminate this Agreement forthwith and employ, at the Contractor's risk and cost, another contractor or sufficient number of workmen to complete the work.

10) **Force Majeure:**

This clause will be operative only if the work is delayed by

- a) Acts of God
- b) Earthquake or floods or similar natural calamities.
- c) Serious loss or damage by fire or lightning.

In case any Force Majeure condition herein mentioned occurs and continues for a period exceeding 15 days the parties hereto undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

11) **Arbitration:**

" In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/ claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/ application of any provision/ clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian arbitration and Conciliation act 1996.

The Parties concerned shall designate an arbitrator on mutual consent/ consensus. The venue of the arbitration shall be exclusively at BERHAMPORE and any award passed by arbitrator shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".

IN WITNESS whereof the said contracting parties have set their hands and seals on the day and year first hereinabove witness.

Witness Address

Employer

Witness Address

Contractor



LIST OF APPROVED MATERIALS FOR FURNISHING WORK AT INDIAN BANK, KRISHNANAGR BRANCH

SL NO	ITEM	APPROVED MAKE/ MODEL
1	False Ceiling	INDIA GYPSUM CEILING, SAINT GOBAIN, LAFARGE
2	Inter mediate Channel/Ceiling Section	GYPSTEEL, DIAMOND FRAME
3	Wood Frame Work/ Wood Section All wood must be well seasoned, free from knots, other defects, decay and defects due to handling and transportation. Wherever necessary, provide with anti - termite Treatment.	2 ND CLASS TEAK WOOD
4	Wood Skirting / Moulding/ Lipping/ Bidding / Door frame	WHITE BEACH / WHITE CEADER
5	Modular furniture	GODREJ/DECOR X/SPACE WOOD/METHODEX
6	Modular Toilet	MARINO, GREEN
7	Fire Reterdent Paint	INDUSTRIAL GRADE OF NOBLE / VIPER
8	Plywood/ Block board (BWR GRADE)	CENTURY/GLOBE /GREEN PLY
9	Flush Door	CENTURY / GREEN PANEL/GREEN PLY
10	Laminate (1.0mm thk.)	INTIM/MERINO,/ GREEN LAM/CENTURY/AICA
11	Door Closure	GODREJ/ ARCHI (HEAVY DUTY)/DORMA
12	Floor Spring :	GODREJ/ ARCHI (HEAVY DUTY)/DORMA
13	Floor Spring :	GODREJ/ ARCHI (HEAVY DUTY)/DORMA
14	Door Lock/ Door Handles	GODREJ CYLINDRICAL / HAFELE/ HETTICH /DORSET
15	Drawer/ Storage Handle	NEKI / HASSLEY
16	Drawer/ Storage Lock	EBCO / HAFEL / HETTICH DOOSET/GODREJ
17	Screws	GKW / NETTLE FOLD / APPROVED EQUIVALENT
18	Hinges	DORSET/GORG/EBCO
19	Sliding Drawer Chaneles	EARL BEHARI / CIEF
20	Adhesive	FEVICOL SH / FEVIMATE TL/ARALDITE
21	Soft board	JOLLY BOARD / APPROVED EQUIVALENT
22	Vertical Blinds	MAC / ANNUMS / WINDOW FASHION/VISTA
23	PVC Flooring	KRISHNA VINYL / ARMSTRONG /LG
24	Glass	MODIGUARD / SAINT GOBAIN
25	Ceramic Tiles	KAJARIA/JHONSON
26	Vitrified Tiles	KAJARIA/ASIAN/JHONSON
27	Tiles Chemical	BAL-ENDURA / LATTICRETE
28	European WC / Wash Basin	PARRYWARE / HINDWARE/JAGUAR
29	Sanitary Fittings	JAQUAR / ESSCO/HINDWARE
30	G.I Pipe (For Plumbing)	TATA / JINDAL / BANSAL
31	P.V.C Pipe (For Plumbing)	SUPREME / ORIPLAST/FINOLEX
32	Readymade Keyboard / CPU Trolley (metal)	EBCO / DORTEL
33	Paints (Enamel / Acrylic Emulsion)	ASIAN PAINTS (AS PER BANK APPROVED COLOR)/BERGER
34	Mirror	MODIGUARD / SAINT GOBAIN
35	Wood Preservatives	STP PENTAPHENE PALE / CHLORIPHYROPHOSH
36	All other items not covered above	AS PER SAMPLE APPROVED BY EMPLOYER /CONSULTANT.

Note -

- Materials mentioned in the specification shall be used for the work. If specified material is not available prior approval of the Employer shall be taken to use other brands.
- Preference of makes, supply of items should be consulted with client/consultant before effecting of supply.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:



1	BUDGETARY ESTIMATE INTERIOR WORK KRISHNANAGR BRANCH & ATM	Unit	Quantity	Rate	Amount
1	FALSE CEILING :-				
1.1	FALSE CEILING - GYP BOARD	SFT	780.00		
	Providing and fixing ½" thk. Gypsum India board false ceiling at levels as shown in the drg. From FFL. Rate shall be inclusive of Acrelic emulsion paint & all Gypsum India components contained G.I. perimeter channels of size 0.55 thick having one flange of 20mm and another flange of 30mm and a web of 27mm alongwith perimeter of ceiling, screw fixed to brickwall/partition with the help of nylon sleeves and screws, at 610mm centres. The suspending G.I.intermediate channels of size 45mm, 0.9mm thick with two flanges of 15mm each from the soffit at 1220mm centres with ceiling angle of width 25mm x 10mm x 0.55 thick fixed to soffit with G.I. cleat and steel expansion fastners at every 610mm c/c. Ceiling sections of 0.55mm thickness having knurled web of 51.5mm and two flanges of 26mm each with lips of 10.5mm are then fixed to intermediate channel with the help of connecting clip and in direction perpendicular to the intermediate channel at 457mm centres. 12.5mm tapered edge Gypboard is then screw fixed to ceiling section with 25mm drywall screws driver or drilling machine with suitable attachment.				
1.2	ARMSTRONG				
	Providing , fabricating and erecting lay in type tegular or drop type ARMSTRONG false ceiling of 600 mm x 600 mm grid with approved brand of armstrong. The rate shall include the additional cost of Tee and L supports and other accessories near the ends/ odd size edges/corners. Provide additional length support from the ceiling to the false ceiling grid wherever necessary, making necessary openings for electrical light fittings, alarm detectors and any other fixtures. No extra payment for making openings in the panel/grids for the purpose of light fittings. Item rate shall include all the taxes, transportation, erection, loading and unloading and any other incidental expenditure for completing the work.	SFT	522.00		
2	FURNISHING WORKS :				
A	PARTITIONS:-				
	NOTE:				
	A. The rate for wooden partition or cladding will include for making out outlets of appropriate size for electrical, telephone and computer terminals wherever required. The surface of the electrical boxes if any shall be hidden/ flushed with laminate work according to design.				
	B. All wooden framework for partition or any allied work shall be free from large knots, cracks, saps and other defects and to be treated with two coats of solignum paint. Timbers shall be of specified quality and approval of competent authority shall be obtained before fixing the framework.				
	C. All plywood shall be of Marine grade and blockboard shall be Marine.				
	D. All door frames and members of the partition walls to be fixed securedly with RCC, ceiling and floor.				
	E. All framework shall be of sesoned kapur wood unless otherwise mentioned.				
B	Solid Partition :-				



	Supplying and erecting full height partly glazed partition as per drawing and conforming to the following specification				
	Basic Framework:- Full height Solid partition with kapur wood frame of C.S size 2" x 2" at required spacing but not exceeding than 2'-0" x 2'-0". The framework shall be treated with two coats of wood preservative and fire retardant material Skin Membrane:- The skin shall comprise of a covering of 6mm thick Marine grade plywood Finishing:- 1mm thick laminate of prescribed shade on both sides. The groove between two laminate joint shall not exceed 1.0 mm as or otherwise specified by the architect. Skirting:- The skirting shall be 4" high thick finished with prescribed shade of laminate as per design.				
	SIZE				
C	UP TO FALSE CEILING HT.	SFT	270.00		
D	Partly Glazed Partition :-				
	Supplying and erecting full height partly glazed partition as per drawing and conforming to the following specification.				
	Basic Framework :- kapur wood frame of C.S size 2" x 2" at required spacing but not exceeding than 2'-0" x 2'-0". All the framework shall be coated with two coats of wood preservative and Fire Retardant material. Skin Membrane :- The opaque portion of the partition (3'-0" from the finished floor level) as per design shall be covered with Marine grade 6 mm thick ply on both sides of the partition.				
	Finishing :-The opaque portion shall be covered with 1mm thick laminate of the prescribed shade .The groove between two laminates shall be not more than 1mm. Skirting:- The skirting shall be 4" high thick covered with Marine grade 6 mm thick ply and finished with the prescribed shade of laminate. Glazing:- The transparent parts of the partition shall comprise of 12 mm thick clear glass (etched as per design) tightened in place with teakwood glazing bead of approved shape and polishing the same with wood polish of mahogany colour as per the instruction of the architect. In case of Cash counters the glass shall have hole for transaction of money and papers. Edge Moulds:- All free top/ end surfaces shall have teakwood moulds of approved shape (80 x 25 mm C.S) finished with wood polish of mahogany colour. Rate shall include providing cutouts and provisions to run electrical conduits, switches etc. It shall also include the etching, polishing and making holes in the glass if any.The thickness of the partition may vary as per design and the rates shall include the changes in the thickness as well				
	SIZE				
E	UPTO FALSE CEILING HT	SFT	215.00		
F	UP TO 4'-0" HT.	SFT	120.00		
G	UP TO 5'-0" HT. (12 mm toughened Glass)	SFT	30.00		
H	Fibre Cement Board (Fire retardant) Partition :-				



	Basic Framework:- Full height Solid partition with kapur wood frame of C.S size 2" x 2" at required spacing but not exceeding than 2'-0" x 2'-0". The framework shall be treated with two coats of wood preservative and fire retardant material Skin Membrane:- The skin shall comprise of a covering of 6mm thick Cement fiber Board Finishing:- 1mm thick laminate of prescribed shade on both sides. The groove between two laminate joint shall not exceed 1.0 mm as or otherwise specified by the architect. Skirting:- The skirting shall be 4" high thick finished with prescribed shade of laminate as per design.				
H.1	UPTO CEILING HT	SFT	120.00		
3	WALL / COLUMN PANELLING (With Frame)				
	Providing and fixing panelling on wall/ Column, Framing shall consist of wooden Sections 50mm x 25 mm @ 600mm c/c Both ways horizontally and vertically on the wall. This framing would be covered by 9 mm thk. BWR grade Ply finished in approved 1.0 mm. Thk. Laminate . polished Wooden moulding, lipping etc. as directed by Bank / architect shall be provided wherever required.	SFT	165.00		
4	WALL / COLUMN PANELLING (Without Frame)				
	Providing and fixing panelling on wall/ Column by 12 mm thk. BWR grade Ply finished in approved 1.0 mm. Thk. Laminate . polished Wooden moulding, lipping etc. as directed by Bank / architect shall be provided wherever required.	SFT	120.00		
5	MAIN PANEL ENCASEMENT				
	Providing & Fixing main panel encasement in position fabricated out of 19mm Marine grade with 1.0mm thk. Laminate for top, both sides & front. Encasement will be having powder coated aluminium louver & 6mm thk. Glass for seeing the indicator in both palls. The exposed surface of 19mm Marine grade will be finished with teak wood lipping & inside to be enamel painted . The item to be completed in all respect as per design , direction and approval of the Architects.	SFT	44.00		
6	CASH COUNTER (MODULAR TYPE) Making 5'-0" x 2'-6" table top with 19 mm plywood support, 1 mm thk laminate finish of approved shade, cabinet, drawers, keyboard tray, CPU trolley, complete with all type of hardwares, Teak wood moulding bead as per design & Rate includes Making all side partitions (upto 6' ht.), door, front facia & front glass (12 mm thick toughened) window over table top with s/s 'D' bracket as per drawing & bank's specification or as directed.	NOS	2.00		
7	DOORS:-				
	Solid Flush Door:- Supplying and fixing in position overall 37 mm thick solid core hot pressed phenol formaldehyde bonded approved flush door shutter finished with 1 mm thick laminate sheet of approved shade and colours with a groove of not more than 1 mm in case of two different laminates colours. The rates shall include the cost of door frame, hardware, bolt, locks, hinges, handles etc.				
7.1	Blocked door in entry to Toilet Passage with vision panel (3'-0" x 7'-0")	NO	1.00		
7.1	Entry to cash area door (2'-6" x 7'-0")	NO	2.00		
7.3	UPS door (2'-6" x 7'-0")	NO	1.00		
7.4	WICKET GATE	NO	2.00		
7.5	Back office door (3'-0" x 7'-0")	NO	1.00		



8	Glazed Main Door :- Providing and fixing in position of single leaf door shutter made out of 12 mm thick float glass etched as per design. The other side of the door shall have fixed glass as per design. The door shall rotate on floor springs of ISI make on which the shutters shall be pivoted at top and bottom. Door handles shall of H-type of satin finish stainless steel handles. The rates shall include cost of door frame, hardware, bolt, locks, hinges, handles etc. Door size: 3'-6" x 7'-0". The rates shall include etching the Bank's logo and emblem on the glass in the size and design as prescribed by the architect.	SFT	110.00		
	Partly Glazed Door:-				
8.1	BM'S cabin door (3'-0" x 7'-0")	SFT	21.00		
	Providing and fixing in position of single leaf door shutter made out of 12 mm thick float glass etched as per design. The other side of the door shall have fixed glass as per design. The door shall rotate on floor springs of ISI make on which the shutters shall be pivoted at top and bottom. Door handles shall of H-type of satin finish stainless steel handles. The rates shall include cost of door frame, hardware, bolt, locks, hinges, handles etc. Door size: 3'-0" x 7'-0". The rates shall include etching the Bank's logo and emblem on the glass in the size and design as prescribed by the architect.				
TOTAL					
BUDGETARY ESTIMATE OF ELECTRICAL					
A	CABELING AND WIRING				
SL.NO.	PARTICULAR	Unit	Quantity	Rate	Amount
A	WIRING				
1	PANEL & DISTRIBUTION BOARDS.				
1.1	MAIN PANEL				
	Supply , Installation Testing & Commissioning of Main LT Panel wall mounted front operated totally enclosed , vermin proof , indoor non drawout-cubicle type ,power panel fabricated out of 2mm thick CRCA sheet having gasketed hinged cover on each cubicle fully power coated/enamel painted after seven tank treatment incorporating horizontal and vertical sleeved copper bus bar complete with all internal wiring danger board , two earthing earthing terminal (including nut ,bolt and washer) . On top side of the panel, cable entry arrangement is to be done for incoming and outgoing of lines. One 6" x 4" enamel type 440 Volts danger board to be fixed on the main panel busbar cover. All switches are front handle operated and all MCB knob should be visible. All componenets are to be provided in separate compartment and as per details below				
	1 No. 100 A, 35 KA, 4P MCCB, as Incomer				
	1 No. 100 A, 35 KA, 4P on Load Changeover switch as Incomer				
	4 Nos. 100 A Copper Bus bar				
	2 Nos. 40 A DP MCB For UPS Incomer				
	2 Nos. 40 A TP MCB				
	6 Nos. 25 A SP MCBs				
	6 Nos. 16 A SP MCBs				
	6 Nos. 10 A SP MCBs				
	Ammeter 0-100 A with 3 Nos. CT & selector switch 96 x 96 mm-01 set (A.E make) (CT ratio 100/5) A.E. make - 1 set				



	Voltmeter-0-500 Volt A.C. 50 Hertz 96 x96 mm with selector switch (A.E make)-01 set				
	22 mm dia LED indicator Lamp - 6nos				
	02 AMPs sliding fuse - 6 set				
	150 x 100 mm enamel danger board 440 Volt(to set on bus bar cover) - 1 no				
	Complete Set as Above	Nos	1		
1.2	Supply and fixing of 100 AMPs TPN HRC type SFU for main incoming on MS angle frame and 02 nos. cable end box including connection complete with wire, lug, pvc tape	Nos	1		
2	DISTRIBUTION BOARD				
	S& F Flush Type, powder coated, Double door front opening & front operation system complete in all respect. As following.				
2.1	Lighting D.B. (SPN 12wayDB)	set	2.00		
	i) Incoming 1no.40A TPN MCB				
	ii) Outgoing 10 Nos. 6/20A SP MCB.				
2.2	POWER DB (TPN4way DB)	set	2.00		
	i) Incoming 1no.63A TPN MCB				
	ii) Outgoing 8 Nos.16/20/25A SP MCB.				
2.3	UPS D.B.(SPN 12wayDB)	set	2.00		
	i) Incoming 1No.32A DP.MCB.				
	ii) Outgoing 8Nos. 6/25A SP MCB.				
3	CABLES AND CABLE END TERMINATION				
3.1	Supply & Laying of 3.5 C X 35 Sqmm Al. Ar. XLPE Cable From Meter room to Panel including cable End Termination	Mtr	15		
3.2	Supply & Fixing 3.5 C X 25 Sqmm Al. Ar. XLPE Cable From inverter to Panel including cable end termination.	Mtr	35		
3.3	Supply & Fixing 3.5 C X 25 Sqmm Al. Ar. XLPE Cable From panel to power DB including cable end termination.	Mtr	25		
3.4	Supply & Fixing 4.0 C X 10Sqmm Al. Ar.XLPE Cable From Panel to Lighting DB including cable end termination.	Mtr	25		
3.5	Supply & Fixing 3.0 C X 6 Sqmm Cu. PVC Insulated wire(FRLS) in PVC Conduit (from panel to UPS DB) including cable end termination.	Mtr	25		
3.6	Supply & Fixing 3.0 C X 6 Sqmm Cu. PVC Insulated wire(FRLS) in PVC Conduit (from UPS DB to UPS) including cable end termination.	Mtr	25		
4	WIRING				
4.1	Wiring for Light Point with 20 mm PVC pipe with 2x1.5 Sqmm (FRLS)wire and 1x1.5 Sqmm green earth (FRLS)wire for light Points as reqd. complete with modular switch with front plate				
4.1.1	One light controlled by 6A switch	Nos	20		
4.1.2	Two light controlled by 6A switch	Nos	18		
4.1.3	Exhaust fan point with 6 A sw complete with modular switch plate & M.S conceal box & 3 pin ceiling rose.	Nos	2		
4.1.4	Fan point complete with modular switch plate & M.S conceal box & 3 pin ceiling rose with electric regulator, modular type.	Nos	14		
4.1.5	Call bell point with push type switch, modular plate & M.S. conceal box with buzzer or ding dong type bell	Nos	1		
5	AIR CONDITIONER				



5.1	Supply & fixing of starter with 3 pin plug in recessed MS box suitable for 1.5TR AC.	Nos.	12		
5.2	Supply and Fixing in 25mm PVC Pipe with 2 x 4 sq. mm + 1 x 1.5 sq. mm (FRLS) Cu wire For Single phase A/C Point Complete & reqd.	Mtr	350		
6	RAW POINT WIRING-The wiring shall pass through PVC pipe of 20 mm dia with ISI mark to conceal on wall below false ceiling mending good all the damage				
6.1	Supply, laying of circuit line 2x1.5 sq.mm + 1 x 1 Sq.mm PVC insulated copper (FRLS) wire from MCB type lighting DB to 6 amp plug points (3 nos. 6 Amps plugs to be connected from one circuit line)	Mts	320		
6.2	Modular type 6 A switch with 6A 5 pin socket . Mounted on suitable front plate	Nos	20		
6.3	Wiring for Power Point 6/16 A Switch & Socket with 25mm PVC pipe with 2x2.5 Sqmm (FRLS) wire and 1x1.5 Sqmm green earth (FRLS) wire for Power Points as reqd. This line has to be drawn from the power DB. (02 nos. plugs to be connected with one circuit)	Mtr	120		
6.4	Modular type 6/16 A switch. with 16A 5 pin socket . Mounted on suitable front plate	Nos	8		
(A)- TOTAL					
B	UPS AND DATA CABALING				
	UPS WIRING				
1	Wiring for Power Point 6/16 A Switch & Socket with 25mm PVC pipe with 2x2.5 Sqmm (FRLS) wire and 1x1.5 Sqmm green earth (FRLS) wire through PVC casing 20 mm dia 16 SWG with ISI mark to lay from UPS MCB DB to plug point board	Mtr	275		
2	Supply and fixing of 2 x 6 Amps 5 pin socket + 1 x 16 amps 6 pin socket in single board (under table) + 1 x 16 A switch (Modular switch + socket) in another board above table as per direction	Set	25		
3	Do- but 3 x 6/16 , 6 pin socket with three control switch to provide near HUB Rack and line printer to be connected from UPS power.	Set	2		
4	Supplying, installation of UPS incoming 32 Amps industrial socket with 32 Amps SPMCB (2 nos. for out going and 2 nos. for incoming) for 2 Nos UPS	Set	2		
5	DATA/ TELEPHONE-LOW VOLTAGE SYSTEM				
5.1	Supplying, laying and connection of telephone points with 2 pair .51 sq.mm tinned Cu conductor through PVC casing ISI mark from telephone point to Krone DB complete with RJ 11 telephone socket modular type in PVC concealed box.	Nos.			
5.2	Supply, fixing and connection of 10 pair KRONE connector DB complete with PVC moulded Telephone DB box with locking system	set			
5.3	Providing and laying Cat 6 cable (Make : Systimax) for data in existing conduits and providing & terminating with RJ-45 (krone make) with face plates / I/O port in suitable modular / MS box from server / EPABX room to individual work stations and terminating other end with RJ-45 connector including numbering with ferule .				
5.4	RJ-45 for Data Points	Pts	12		
(B)- TOTAL					
GRAND TOTAL A + B					



INTERIOR,& ELECTRICAL WIRNING DATA CABILING WORK						
						AMOUNT
A	INTERIOR WORK KRISHNANAGR BRANCH & ATM					
B	ELECTRICAL DATA CABILING WIRING					
	GRAND TOTAL (A+B)					



A BUDGETARY ESTIMATE FURNITURE & FIXTURE WORK KRISHNANAGR BRANCH & ATM					
		Unit	Quantity	Rate	Amount
1	TABLE				
1.1	BM's Table (6'-0"X2'-6") Modular type as per bank's standard. Making 6'-0" x 2'-6" table top with 19 mm plywood support, 1 mm thk Laminate finish of approved shade, cabinet , drawers, keyboard tray, CPU trolley, complete with all type of hardwares & 12 mm thk clear float glass as table top, Teak wood moulding bead as per drawing & design or the bank's specification.	NOS	1.00		
1.2	Runing table for department	RFT	15.00		
1.3	Officer's / Clerk's Table as per bank's standard. Making 4'-6" x 2'-6" mm table top with 19 mm plywood support, 1 mm thk laminate finish of approved shade, cabinet ,drawers,keyboard tray,CPU trolley,complete with all type of hardwares ,Teak wood moulding bead, name plate board with glass on top with 1 " s/s stud as per drawing & design.	NOS	3.00		
2	SIDE / BACK/ OVER HEAD CABINET				
	Providing and fixing of low height storages (height till 2'-6") made out of 19 mm thick Marine grade ply finished with 1 mm thick laminate outside and 0.8 mm thick laminate from inside. All the intermediate shelves shall be 12 mm thick Marine grade plywood. The shutter shall be of Marine grade blockboards of sliding types fixed with sliding channels. The vertical divisions of the storages shall be as per instruction/ drawings. Free edges shall be lipped and polished with prescribed colour shade of polish. The rates shall include sliding handles, sliding channels and locks etc. or Godrej make modular storage	SFT	220.00		
2.1	Providing and fixing writing ledge consisting of 25 m thick BWP grade ply at base finished on all faces with 1 mm thick laminate, 5 mm thick glass partitions at approx 150 mm c/c fixed on base with D brackets for keeping withdrawal/ deposit forms and 8 mm thickened toughened glass on top with help of studs all complete as per drawings (approx width 300 mm).	NOS	1.00		
3	MISCELLANEOUS:-				
3.2	Providing and fixing of Vertical blinds (PVC coated polyester Fabric) of approved shade and colour as per the instruction of the architect tailored to the size of the window	SFT	120.00		
3.2	Providing and fixing of pin up Notice board / pin up board made of soft cork board finished with fabric as approved matching with the colour scheme with a wood moulding of prescribed shape all around the edges.	SFT	50.00		
4	CHEQUE DROP BOX				
	Providing and fixing suggestion box made out of 19mm block board and finished with 1.0mm thk laminate & inside to be synthetic enamel painted.A 1" high slit & small door with key and locking arrangement to be done for dropping & taking out the slips.The work to be completed as per design,direction & approval of the architect.	NO	1.00		
5	SUGGESTION BOX				



	Providing and fixing suggestion box made out of 19mm block board and finished with 1.0mm thk laminate & inside to be synthetic enamel painted. A 1" high slit & small door with key and locking arrangement to be done for dropping & taking out the slips. The work to be completed as per design, direction & approval of the architect.	NO	1.00		
	A-TOTAL				
B	ELECTRICAL FIXTURES				
1	Recess mounted 600x600 fittings LED 36W 6K similar to Havells cat no. LHEWEBP7IK1W036 with lamp or Philips/ Osram or equivalent	Nos.	16		
2	15 W, LED 6K, Spotlight flush mounted similar to havells cat no. LHEBJNP7PZ1W015 with lamp or Philips/ Osram or equivalent	Nos.	29		
3	1 X 28W T5 Tubelight having white lamp	Nos.	10		
4	9" heavy duty exhaust fan with louver in toilet / pantry inclusive of hole cutting in the wall and finished with plastering complete	Nos.	2		
5	Wall Hung fan complete with all fitting and mending good all damages	Nos.	14		
6	Providing Change over switch (adequate rating) for generator including wiring & installation.	Nos.	1		
7	GLOW SIGN BOARD				
7.1	Supplying, laying of main line with 2 x 4 sq. mm + 1 x 1.5 sq. mm (FRLS) through pvc conduit from main panel to glow sign board	Mtr	25		
7.2	Supplying, fixing of 16 Amps DP MCB at main entrance with Glow sign board timer (24 hours in original housing)	set	2		
7.3	Supply installation of 16 amps DP MCB at main entrance Glow sign board WITH TIMMER MDS MAKE	1	Set		
	B-TOTAL				
C	EARTHING STATION :				
a)	Earthing installation as per I.E. rule conforming to IS 3043-1987 or its latest amendent by making earth station with 600x600x3mm (mini-mun) thick copper plate electrode to be installed such that is top edge shall be at a minimum depth of 3.3mts below ground level after preparation of ground with charcoal, sand, & salt, connecting the 25x3mm thick copper lead in strip (upto 10 mts length) by bolting and brazing to the copper plate complete with Brass bolt of suitable length double nuts & washer including supply & fixing of 50mm dia 2.3Mts long partly perforated G.I. Pipe with funnel for watering arragment.				
	<u>N.B :- The Copper plate to be buried under 3.3Mts depth from ground level, including C.I. Pit 300x300mm with necessary brick</u>	2	Set		



b)	wall (For UPS earthing).				
	SpikeEarthing with G.I. Electode 3mts. Longx50				
	mm dia (Class - B) including accessories and				
	providing masonry enclosure with cover				
	300x300mm plate having locking arrangement				
	and watering funnel Etc. with charcoal,				
	sand & salt at alternate layer as required				
	for electrical panal earthing.	1	No.		
c)	(For main electrical panel earthing.)	53	Mts		
d)	Supply laying 1x8SWG copper bear wire from				
	earth spike to main panal.(Electrolite wire)				
	Do but with 1x16mmsq insulated				
	copper wire from earth spike to UPS earth				
	bus bar through PVC regid 20mmdia ISI mark.	55	Mts		
	C-TOTAL				
	G. TOTAL				

FURNITURE FIXTURE AND ELECTRICAL FIXTURE					
					AMOUNT
A	FURNITURE & FIXTURE WORK KRISHNANAGR BRANCH & ATM				
B	ELECTRICAL FIXTURE				
C	EARTHING				
	GRAND TOTAL (A+B+C)				



BILL FORMAT

1. Name of work :
2. Name of Employer :
3. Name of Contractor :
4. Accepted Contract amount :
5. Date of commencement :
6. Stipulated date of completion :
7. Actual date of completion :
8. Extension, if any :
9. Insurance valid upto :
 - a) Workmen Compensation Act :
 - b) Contractor's all risk comprehensive insurance Policy etc. :
10. Labour License No. and date and valid upto :
11. Serial No. of this bill :
12. No. & date of previous bill :
13. Ref. to Agreement No. :
14. Earnest money deposit :
15. Total retention money excluding E.M. upto this bill :
16. Period of execution of work for : From to
Work which this bill has been Prepared (Date to be Mentioned)

Sl. No.	Item Description	Unit	Rate (Rs.)	As per Tender	
				Qty.	Amount
1.	2.	3.	4.	5.	

Upto previous R/A		Upto date (Gross)		Present bill		Remarks
Bill		-----				
-----		Qty.	Amount	Qty.	Amount	
Qty.	Amount		(Rs)		(Rs)	
(Rs)						
6		7		8		9

Note : 1) If part rate is allowed for any time,
It should be indicated with reasons



for allowing such a rate.

 Net Value (A)
 Since previous
 Bill.

- 2) If adhoc payment is made,
it should be mentioned specifically.

Date :

.....
 Signature of Site Engineer /PMC
 preparing the bill

Date :

.....
 Signature of Contractor

Date :

.....
 Signature of Consultant's
 Site Engineer

Date :

.....
 Signature of Consultant at
 Kolkata



MEMORANDUM OF PAYMENT

Date :

1. Name of work :
2. Name of Employer :
3. Name of contractor :
4. Contract Amount :
5. Date of Commencement :
6. Stipulated date of completion :
7. Actual date of completion :
8. Insurance valid upto
- a) Workmen Compensation Act :
- b) All Risk Insurance Policy :
9. Gross value of work done

Upto Bill :

Less : Rebate @ as per tender :

10. Retention money :

11. Add : Secured Advance
against materials :

12. Less : Payment made
uptoBill : (-) Rs.

Rs.

13. Less : Ad-hoc payment certified : (-) Rs.

Rs.

Say Rs.

For Indian Bank

The bill amounting to Rs..... (Rupees



.....) has been scrutinised by me after due test checking of the measurements of work as required and is recommended for payment.

 Signature of Bank's Engineer
 with date.

Statutory deductions :

- | | | | |
|-----|------------------------------|---|------------|
| (1) | Total amount due | : | Rs..... |
| (2) | Less : I.T. Payable | : | (-)Rs..... |
| (3) | Less : Tax on Works Contract | : | (-)Rs..... |

 Net payable : Rs.....

The figures given in the Memorandum of Payment has been verified and the bill passed for payment of Rs..... (Rupees)

Date :

 Signature of Authorized Official
 of Indian Bank.



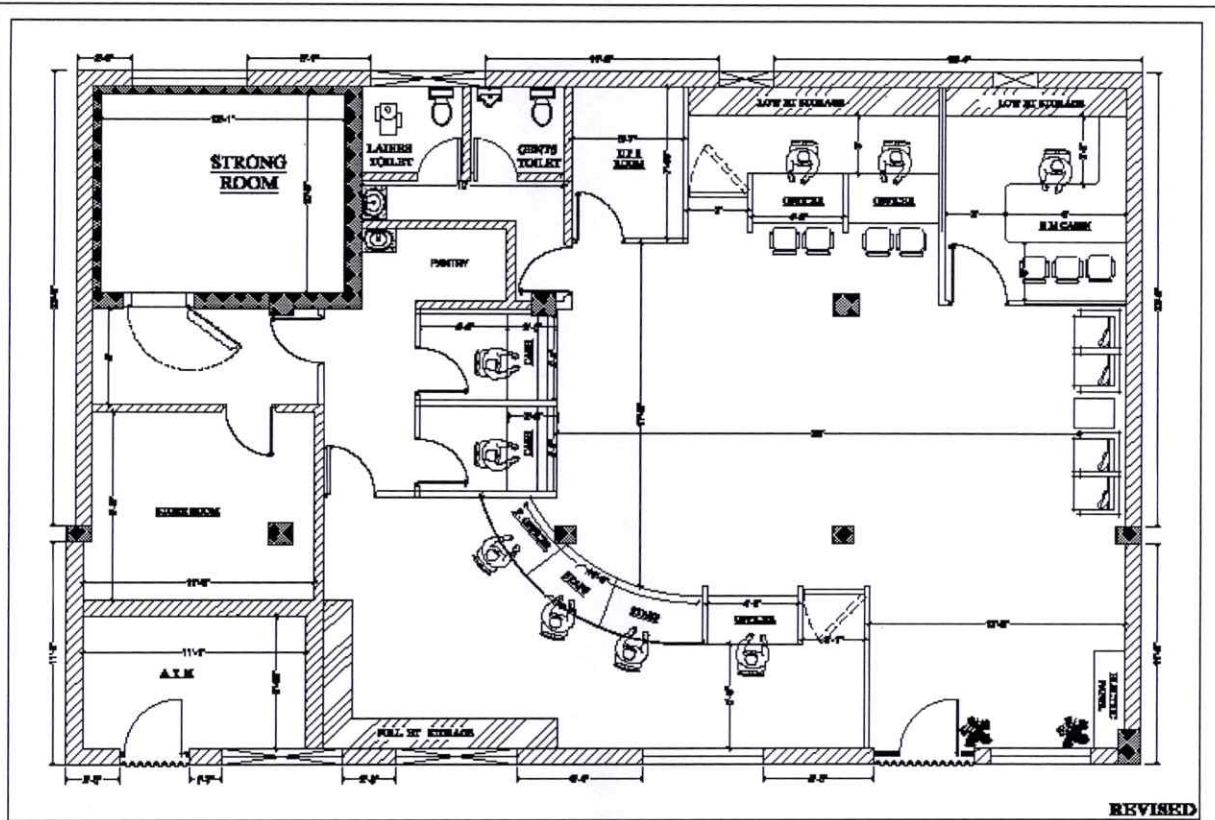
CERTIFICATE

Certified that the various items of work claimed in this running bill / final bill by the contractors' have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard / prescribed specifications and drawings . We further certify that we have checked the measurements to the extent of 100% (one hundred per cent) of each item claimed in this bill. Hence the bill is recommended for payment of Rs.

(Signature of the Architect)

Date _____





PROJECT :
PROPOSE FURNITURE LAYOUT OF KRISHNANAGAR
GROUND FLOOR, INDIAN BANK, ZO BERHAMPUR

FURNITURE LAYOUT

DWG. NO. - AXIS/IB/KRSH/02

SCALE : 1"= 8' DATE : 26.12.23

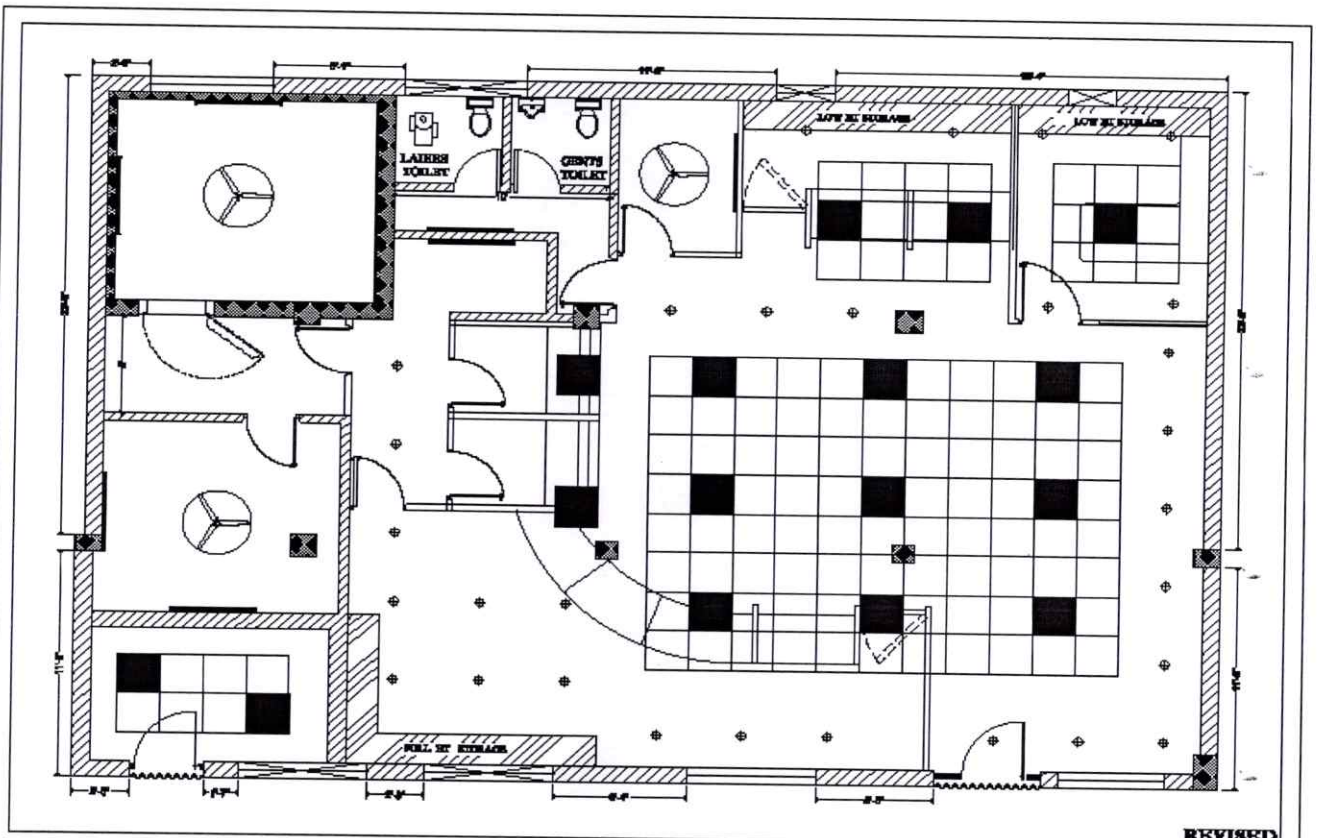


CONSULTANT:

axis

ADDRESS : DSI 100, NEW FLOOR, KAPURTHALA DIST. HQ.,
 NEW TOWN, KAPURTHALA - 146001,
 PUNJAB - 146001
 TEL: 0182-2222222
 E-MAIL: info@axisindia.com





PROJECT:
PROPOSE R C P LAYOUT OF KRISHNANAGAR
GROUND FLOOR, INDIAN BANK, ZO BERHAMPUR

R C P LAYOUT

DWG. NO. - AXIS/TB/KRSH/02

SCALE : 1" = 8' DATE : 16.01.24



CONSULTANT:

axis

ADDRESS : 101/102, 1ST FLOOR, KIRITPUR DEL. RD,
 NEW TOWN, KOLKATA - 700016,
 PINCODE : 700 004 INDIA
 E-MAIL : info.axisindia@gmail.com



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 :

- i) **Employer :** The term Employer shall denote Indian Bank having their office Zonal Office, Berhampore, 1st Floor, Gour Sunder Bhavan, NH 34 Panchanantala Berhampore, Murshidabad, West Bengal – 742 101 or any of its employees / representative authorized on their behalf.
- ii) **Contractor :** The Contractor shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- iii) **Site :** The site shall mean the site where the work are to be executed as shown within the boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractors use.
- iv) **Site Engineer / Project Management Consultant (PMC) :** The Site Engineer shall be appointed by the Employer. The Employer may also appoint the Project Management Consultant (PMC).
- v) **Drawings :** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, 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 schedule of quantities are to be kept at site and the Employer/ Consultant shall be given access to such drawings or schedule of quantities whenever necessary.

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 20 days ahead from the time when it is required for implementation so that the Employer / Consultant may be able to give decision thereon.

- vi) **"The Work"** shall mean the work to be executed or done under this contract.
- vii) **"Act of Insolvency"** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- viii) **"The Schedule of Quantities"** shall mean the schedule of quantities as specified and forming Part of this contract.
- ix) **"Priced Schedule of Quantities"** shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

2. SCOPE

The work consists of Interior, furniture & electrical work at Krishnagar Main Branch in accordance with the drawings and "Schedule of items and quantities". It includes furnishing all materials, labour, tools and equipment and management necessary 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. Should any detail, essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Employer / Consultant and to furnish and install such detail with Employers' / Consultant's 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's / Consultant's 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 opening up for inspection of any work covered up.
- e) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's / Consultant's instructions, provided always that verbal instructions, directions 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. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Consultant as provided in Clause "variation".

3. 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 therefrom.

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 detailed progress 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 stages of constructions.

4. 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.

5. OWNERSHIP OF DRAWING

All drawings, 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 exception of the signed contract set, are to be returned to the Employer on request at the completion of the work.

6. FAILURE BY CONTRACTORS TO COMPLY WITH EMPLOYER'S / CONSULTANT'S INSTRUCTION

If the contractor after receipt of written notice from the Employer and/or the Consultant requiring compliance of any instructions within ten days fails to comply with such further drawings and/or Employer's / Consultant's instructions, the Employer through the Consultant or other person, may employ other person 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 from any moneys due or to become due to the contractor.

7. TENDERER SHALL VISIT THE SITE

Intending tenderer 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 labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges 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 tenderer 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.

8. TENDERS

The entire set of tender paper issued to the tenderer 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 tenderer.

The schedule of quantities shall be filled in as follows :

- i) The "Rate" column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii) All corrections / overwriting are to be initiated with the seal of the Firm.

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

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

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / Consultant detailed analysis of any or all the rates shall be submitted. The Employer / Consultant shall not be bound to recognise the Contractor's 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, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of work, the payment of such item of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the Employer / 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 authorisation from the Employer. No variation shall vitiate the contract.

8. AGREEMENT



The successful Contractor shall sign the agreement as per draft agreement annexed within 15 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 conform to the provisions of all local Bylaws 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 Bylaws etc and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

12. **TAXES AND DUTIES**

Goods and Service Tax (GST) shall be paid to the contractors as per applicable rules. The contractors, however, shall duly comply all necessary formalities in this regard and submit valid documents to the Bank.

13. **PROVISIONAL SUMS (P.S.)**

All provisional sum described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials & not for any handling & fixing with profit (or transportation charges where and if required) which shall be separately included in the contract price and described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the Employer. Contractor is to make payments for these materials to the suppliers on certificate or order issued by the Employer / Consultant and release them through his bills from the Employer.

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

The quantities shown in the Schedule of quantities are intended to Part 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 therefor. If at any time 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 or 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, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

15. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any Part of the work included in this contract or any work which is not included in this contract by other Agency or persons and the Contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The General building Contractor shall extend all co-operation in this regard.

17. SECURITY DEPOSIT & RETENTION MONEY

Already mentioned in previous pages

18. 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 or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing refer the same to the Employer / Consultant whose decision shall be final and binding. The Contractor shall provide himself for fresh and tested 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 or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever except for specific items, if any stipulated in the tender documents.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring, etc., as occasion requires or when ordered 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.

The Contractor shall also provide such temporary road on site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such road shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.



The Contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the Employer as may be required to enable such workmen to lay or fix pipes, electrical and telephone conduit laying, special fittings, etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent work.

19. 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 3 (three) weeks. The works shall be deemed to be commenced within 7 (Seven) days from the date of issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly adhered to by the Contractor.

The works 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) Extension of Time :

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

In case of such strikes or lock-outs, as are referred to above, the Contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer / Consultant to proceed with the work and on his doing so that it will be ground of consideration by the Employer / Consultant for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the Employer shall then, in the event of extension being granted, determine and declare the final completion date. The provision in Clause 20 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

Hindrance Register in the approved format shall be maintained and proper record of hindrances arisen and solved with the dates to be recorded in the register by the Employer's Site Engineer / Consultant's Site Engineer and Contractor's authorized



representative so that extension of time to be granted can be derived from the register and recommended by the Consultant and approved by the Employer.

c) Progress of work / work programme :

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

20. **LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the Employer / Consultant within the stipulated period, the Contractor shall be bound to pay to the Employer a sum calculated @ 1.00% of the accepted contract sum per week of delay subject to a maximum of 10% of the accepted contract value by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

21. **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Employer shall have power to adopt any of the following courses as they may deem best suited to the interest of the Employer :-

- a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the Employer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b) To employ labour by the Employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of the Employer as to the value of the work done, shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Consultant shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Employer / Consultant the contractor shall have no claim to compensation for any loss



The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-contractors and remove same on completion. Sheds for storage of cement are to have pucca floor raised above the ground. Cement godown shall be constructed for storing about six weeks requirements of cement and stored as per norms with a stack of 10 bags each, two ft. opening all around with two ft. passage between each stack. Structure shall be waterproof from all the sides and top. Cement should be stored one ft. above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools

All tools, equipment and instruments as instructed by the Employer / Consultant and considered necessary for the work shall be provided by the Contractor for the due performance of this contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for taking measurement shall be supplied by the Contractor.

The mistries and the supervisors on the work shall carry with them always an one metre or two metre steel tapes and a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the work executed or being executed on the contract.

The Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his erected scaffolding, and / or tools and plant etc by sub-contractors for their work or for work to be carried out by other agencies employed by the Employer / Consultant.

23. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The Contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulations and Bylaws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer / Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer / Consultant on receipt of such intimation shall give a decision within a reasonable time.

The Contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Byelaws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

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



24. **CLEARING SITE AND SETTING OUT WORKS**

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

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

25. **DATUM**

The 'datum' will be furnished by the Consultant / Employer in conformity with regulations of appropriate Authority. The contractor shall make arrangements for preserving the above datum till completion of the work. All levels shown in the drawings are to be strictly adhered to.

26. **BENCHES**

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of timber posts of adequate length and minimum diameter 75mm to be driven in the ground at suitable distance as directed encased with brick work. The wire nails will be driven on the top of wooden post on the center line of columns, walls, inside and outside faces of foundation trenches. Center line of walls, columns etc. may be clearly indicated so that checking may be done at any time, if it is so required.

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

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to a safe place as per rules of the appropriate authorities.

The Contractor shall keep the foundations and work free from water and shall provide and maintain at his own expenses electrical or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer.

The Contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.



28. ACCESS

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

29. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the work specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Consultant during the execution of the work, and to his entire satisfaction.

A list of Mandatory Tests is annexed (Appendix III) which is only indicative and not exhaustive. The contractor will have to carry out the tests at his own cost in any approved testing laboratory as necessary. Any other tests, special or routine, on any material or workmanship, if advised to be done by the Employer / Consultant for any reason whatsoever, shall be carried out by the Contractor for which no additional payment will be made.

A list of materials of approved make and brand is shown in the "Technical Specifications". Materials are to be used from the annexed approved materials list. In case of non-availability of specified makes, alternative products of equivalent quality may be used with prior permission from the Employer / Consultant.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for all duties and other charges legally payable and must be the best of their kind available and the Contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer / Consultant when so directed by the Employer / Consultant and written approval from Employer / Consultant must be obtained prior to placement of order.

During the inclement weather, the Contractor shall suspend concreting and plastering for such time as the Employer / Consultant may direct and shall protect from injury all work during its course of execution. Any damage (during construction) to any part of the work for any reasons due to rain, storm or neglect of Contractor, shall be rectified by the Contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.



33. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of the Employer / Consultant. The Contractor shall engage at least one experienced Engineer as Site Engineer for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labourers on the work as far as possible.

No labourer below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the Contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The Contractor shall comply with the provisions of all labour legislation including the requirements of –

- a: The Payment of Wages Act
- b: Employer's Liability Act
- c: Workmen's Compensation Act
- d: Contract Labour (Regulation and Abolition) Act, 1970
and Central Rules – 1971.
- e: Apprentices Act 1961
- f: Any other Act or enactment relating thereto and rules framed there under from time to time.

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

The Contractor shall comply at his cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the work and shall remove and clear away the same on completion of the work. Adequate precautions shall be taken by



the Contractor to prevent nuisance of any kind on the work or the lands adjoining the same.

The Contractor shall arrange to provide first-aid treatment to the labourers engaged on the work. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the work, report such accident to the Consultant / Employer and also to the competent authority where such report is required by law.

34. DISMISSAL OF WORKMEN

The Contractor shall on the request of the Employer / Consultant immediately dismiss from work any person employed thereon by him, who may in the opinion of the Employer / Consultant be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Employer / Consultant or any of their officer or employee.

35. ASSIGNMENT

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

36. NOMINATED SUB-CONTRACTOR

All specialists, Merchants, Tradesmen and others executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities / Rates and / or specifications who may be nominated or selected by the Employer are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractor shall be employed on or in connection with the work against whom the contractor shall make reasonable objection or save where the Employer and contractor shall otherwise agree who will not enter into a contract provided :

- a) That the nominated sub-contractor shall indemnify the contractor against the same obligations in respect of the subcontract as the Contractor is under in respect of this contract.
- b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the contractor or under any Workman's compensation Act in force.



- c) Payment shall be made to the nominated sub-contractor by the contractor within fourteen days of his receipt of the Consultant's certificate provided that before any certificate is issued the contractor shall upon request furnish to the Consultant proof that all nominated sub-contractors' accounts included in previous certification have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Consultant and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privity of contract between the Employer and the sub-contractor.

37. DAMAGE TO PERSONS AND PROPERTY, INSURANCE ETC.

The Contractor shall be responsible for any injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-Contractor or of any of his or a sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, street, foot-paths or pathways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify and hold harmless the Employer in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

38. INSURANCES

The Contractor shall obtain a policy covering under Workmen Compensation Act, a third party Insurance as well as any other insurance and indemnity the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer.

Unless otherwise instructed the Contractor shall insure the work and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood or damages from whatever cause by an "All Risk Insurance Policy" for the full value of the contract and workmen. The minimum limit of coverage for third party insurance shall be 0.5% (zero point five percent) of the accepted contract sum per occasion and maximum four occurrences a year at any time of the contract period.

The insurance is to be at their own cost and must be placed with a company approved by the Employer, in the joint names of the Employer and the Contractor for such amount. For any further sum if called upon to do so by the Employer, the premium of such further sum being allowed to the Contractor as an authorised extra.



Moreover, the contractor will be required to obtain "Workmans Compensation Insurance" from an approved insurance company at his own cost.

The Contractor shall deposit the policy and receipt for premiums paid with the Employer within 7 (Seven) days from the date of commencement of the work unless otherwise instructed. In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of work in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to extension of time for completion as the Employer may deem fit.

Insurance is compulsory and must be effected from the very initial stage. The Contractor shall also be responsible for any thing which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

39. ACCOUNTS RECEIPTS AND VOUCHERS

The Contractor shall, upon the request of the Employer / Consultant furnish them all the invoices, accounts, receipts and other vouchers that they may require in connection with the work under this contract.

If the Contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Contractor as to the amount of materials the Contractor is required to use for any work under this contract.

40. MEASUREMENT OF WORK

The Contractor will record the measurements in the approved printed measurement book available in the Consultant's office on payment and submit measurements for verification and endorsement of Project Management Consultant / Site Engineer and representatives of Consultant and Employer. The contractor should submit the bill with such endorsement.



The Consultant shall upon receipt of the bill 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 Consultant's Representative / Employer's Representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Consultant or a Representative approved by him shall be taken to be the correct measurement of the work.

The Contractor or his Agents may at the time of measurement take such notes and measurements as he may require. All authorised extra work, omissions and all variations made without the Consultant's knowledge, if subsequently sanctioned by him in writing, with the approval of the Employer shall be included in such measurements. The final measurement should be done within three months from the date of completion of work jointly by the Consultant and / or his Representative. If the contractor fails to comply, the measurements taken by the Consultant will be final.

41. METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender document, measurements will be done on the net quantities of work produced in accordance with upto date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Consultant / Employer shall be final and binding on the contractor.

42. 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 be carried out in all respects in accordance with the instructions and requirements of the Consultant / Employer.

43. 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 cause inconvenience to the public. The Employer / 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 contractors cost.

44. PAYMENTS

All bills shall be prepared by the Contractor in the form prescribed by the Employer / Consultant (format enclosed). Normally one interim bill shall be prepared each month subject to minimum value for interim bill as stated in APPENDIX – I, for interim certificates. The bills in proper forms must be duly accompanied by detailed measurements recorded in the approved measurement books and should be submitted any other duly endorsed by the Site Engineer as defined in Clauses 40 & 41 above in support of quantities of work done and must show deductions for all previous payments, retention money, etc. Ad-hoc payment for work actually executed together with other accepted claims will be made for the interest of Bank's work at absolute discretion of the Employer on specific request of the contractor. However ad-hoc payment will be made, shall not exceed more than 75% of billed value. The contractor will be required to submit the bill along with the records of joint measurements for claiming ad-hoc payment together with vouchers / bills etc.

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 within the period of honoring certificates mentioned in the APPENDIX – I.

The amount stated in an interim certificate shall be the total value of work properly executed and approx. 75% of invoiced valued of material brought to site for permanent incorporation into the work upto the date of the bill provided that they are of a durable non-fragile nature less the amount to be retained by the Employer as retention money vide Clause 17 of these conditions and less installments previously paid under these conditions. The materials against which secured advance will be considered are timber, ply boards, block boards, pre-laminated particle boards, laminated sheets, door and window frames & shutters, flooring materials, paints, G.I. & C.I. pipes & fittings, sanitary fixtures & fittings etc. Such materials against which secured advance are considered are not to be prematurely brought to site.

The materials to be considered for secured advance shall only include the value of the said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties, provided also that the materials are considered acceptable by the PMC / Consultant. An indemnity bond is to be submitted in the annexed format whenever Secured Advance against materials are prayed for.

If the Employer has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the Contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in anyway the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor to the Consultant within one month of the date fixed for



completion of the work or of the date of certificate of completion furnished by the Consultant and payment shall be made by the Employer within three months from the date of receipt of the final bill duly verified & certified by the Consultant.

FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the Consultant. Payments of final bill shall be made after deduction of Retention Money as specified in Clause 17 of these conditions, which sum shall be refunded in the manner stated in Clause 17. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

45. VARIATION / DEVIATION

The Contractor may when authorised and shall when directed in writing by the Employer add and / or omit or vary the works shown in the drawings or described in the specifications or included in the Price Schedule of Quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorisation or direction by the Employer or his accredited representative shall when confirm correctly by the contractor in writing within 3 days shall be deemed to have been given in writing.

The price all of such non-tendered / substituted items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on Engineering rate analysis based on prevalent fair price of labour, materials at site of work and other components as required.

No claim for an extra shall be allowed unless it shall have been executed by the authorisation of Employer/ Consultant. No variation i.e. addition, omission or substitution shall vitiate the contract.

It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the " market rate basis " for material, labour, hire/running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor' overheads and profit. Such items shall not be eligible for escalation.

46. SUBSTITUTION

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer / Consultant in writing for any such substitution well in advance. For materials designated in this specification by such term as "Equal" or "Other approved" etc. specific approval of the Employer / Consultant has to be obtained in writing.

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

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

On completion, the Contractor shall clean all windows & doors including cleaning and oiling, if necessary, of all hardware, inside & outside, all floors, staircases and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Employer / Consultant.





48. 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 a workmanlike condition to the satisfaction of the Employer / Consultant.

49. DEFECTS AFTER COMPLETION

The Contractor shall make good at his own cost and to the satisfaction of the Employer / Consultant all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work and considered as the "defect liability period". In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the Contractor from the amount retained under Clause No.17 together with any expenses the Employer may have incurred in connection therewith.

50. CONCEALED WORK

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

51. ESCALATION

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

52. IDLE LABOUR

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

53. SUSPENSION





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

After such notice shall have been given, the Contractor shall not

be at liberty to remove from the site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the

Contractor shall fail for 7 (seven) days after such notice has been given to proceed with the work as therein prescribed, the Employer may proceed as provided in the Clause 54. (Termination of Contract by the Employer).

54. 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 his 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 therefor, 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, thereunder, 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 in manner hereinafter mentioned requiring the Contractor to 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 not withstanding previous waiver determine the contract by a 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 and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the Employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by





means of his own servants and workmen in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the work when the work shall be completed, or as soon thereafter as conveniently may be the Employer shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Employer may sell the same by Public Auction and shall give credit to the Contractor for the amount so realised. Any expenses or losses incurred by the Employer in getting the work carried out by other contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other contractors or against the Security Deposit.

55. ARBITRATION

- A) All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the work or the execution or maintenance thereof of this contract or the rights touching or concerning the work or the execution or maintenance thereof of this contract or the construction remaining operation or effect thereof or to the right or liabilities of the parties or arising out of or in relation thereto whether during or after determination, fore closure or 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 Appointing Authority who shall be appointed for this purpose by the Employer be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.
- B) It is also a term of the contract that if Contractor (s) do/does not make any demand for arbitration in respect of any claim (s) within 90 days of receiving intimation from Employer / Consultant that the bill after due verification is passed for payment of a lesser amount, or he has accepted the payment as per clause 44 whichever is earlier or otherwise, the Contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and Employer / Consultant shall be relieved and discharged of their liability under this agreement in respect of such claims. Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the Contractor(s) within 2 days of posting of the letter by Employer / Consultant or when delivered by hand immediately after receipt thereof by the Contractor(s), whichever is earlier. Further, a letter signed by the officials of Employer / Consultant that the letter so posted to the Contractor(s) shall be conclusive.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice, aforesaid to the Contractor, a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed from the following categories of Arbitrators.

- i) Retired High Court / Supreme Court Judges, who have experience in handling Arbitration cases.
- ii) Members of the Council of Arbitration.
- iii) Fellow of the Institution of Engineers, or Indian Institute of Consultant.
- iv) Eminent Retired Chief Engineers from State / Central P.W.D. / Public Sector Undertakings, of good reputation and integrity.



- C) The Contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by him of the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the Sole Arbitrator.
- D) If the Appointing Authority fails to send to the Contractor, the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a Panel of three names of persons out of the above mentioned four categories of Arbitrators who shall all be unconnected with either party. The appointing Authority shall on receipt by him of the names as aforesaid select any one of the person named and appoint him as the sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.
- E) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- F) The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- G) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of the first hearing.
- H) The Arbitrator may from time to time, with the consent of the Parties, enlarge the time for making and publishing the award.
- I) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- J) In all cases, where the amount of claim in dispute is Rs.75,000/- (Rupees seventy five thousand only) and above, the Arbitrator shall give reasons for the award.
- K) The fees, if any, of the Arbitrator shall, is required to be paid before the award is made and published, be paid half and half by each of the Parties. The cost of the reference and of the award including the fees if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any Cover thereof shall be paid and may fix or settle the amount of costs to be so paid.
- L) The award of the Arbitrator shall be final and binding on both the Parties.



- M) Subject to aforesaid the provisions of the Arbitration Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the Arbitration proceeding under this clause.
- N) **Note:** If the quoted cost is 15% above or less than the estimated cost then the bidder have to submit proper explanation with rate analysis to the bank. Unsatisfactory or unrealistic reply may attract cancellation.

