



INDIAN BANK,  
ZONAL OFFICE  
JABALPUR (M.P.)

TENDER DOCUMENT

FOR

**PROPOSED REPAIRING AND RENOVATION WORKS OF INDIAN BANK  
ZONAL OFFICE BUILDING AND CIVIL LINE BRANCH, JABALPUR  
(M.P.)**

**OWNER:**

THE ZONAL MANAGER,  
INDIAN BANK,  
ZONAL OFFICE  
JABALPUR

Tender Reference- ZO/JBP/EST/REN/---  
Date- 07.02.2026

**ARCHITECT**

ASHISH SHRIVASTAVA  
( Architect & Interior Designer)

**KUSHI AND ASSOCIATES**

11, Swastik complex, Russel crossing, Jabalpur-482 001  
M-9131343384,9425150793  
Email – kushiarchitect101222@gmail.com



**JABALPUR ZONAL OFFICE  
ESTATE DEPARTMENT**

**TENDER DOCUMENT**

**Name of work- PROPOSED REPAIRING AND RENOVATION WORKS OF INDIAN  
BANK ZONAL OFFICE BUILDING AND CIVIL LINE BRANCH, JABALPUR  
(M.P.)**

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**JABALPUR ZONAL OFFICE  
GENERAL OPERATIONS DEPARTMENT**

**TENDER DOCUMENT**

**FOR  
PROPOSED REPAIRING AND RENOVATION WORKS OF INDIAN BANK ZONAL  
OFFICE BUILDING AND CIVIL LINE BRANCH, JABALPUR (M.P.)**

**LAST TIME AND DATE OF SUBMISSION OF APPLICATION / BID is UPTO 3.00 PM.  
ON 02.03.2026**

Name of the firm .....  
Address .....  
.....  
Phone Numbers – .....  
Mobile No. ....  
E-mail :

PRICE OF THIS TENDER FORM: Rs.2,000/- (Non refundable) in form of DD in favour of  
“Indian Bank , Zonal Office, Jabalpur”

**Contact Persons:**

Indian Bank-Zonal Office :

Mr. Praveen kumar Patel

Assistant Manager

Mobile- 6261658584

Architect & Consultant: M/s Kushi Associates

Ar.Ashish Shrivastava : 9131343384, 9425150793

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Signature of Contractor with rubber stamp

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Sub: TENDER FOR PROPOSED REPAIRING AND RENOVATION WORKS OF INDIAN BANK ZONAL OFFICE BUILDING AND CIVIL LINE BRANCH, JABALPUR (M.P)

Dear Sir,

I/We clearly understood the specifications, schedule of quantities, plans, General Conditions for the above mentioned work and having visited and examined the site of the proposed work, do hereby tender to execute and complete the entire work in accordance with the priced bill of quantities and/or as given in the special specification of each works attached hereto.

It is understood that the lowest or any tender will not necessarily be accepted and that you are not bound to assign any reason of the same.

We undertake to complete and deliver the total work within 180 days from the date of commencement (to be reckoned from the 7<sup>th</sup> day of date of Work Order). If the work shall remain incomplete after the expiry of the aforesaid date, liquidated damages and not by way of penalty will be levied on us as per terms of contract. Suitable extension of time shall be granted for delays beyond our control.

Name and Address of  
the Contractor

Signature & Stamp of Contractor

Place:

Date:



NOTICE INVITING TENDER

Date: 07.02.2026

FOR

**PROPOSED REPAIRING AND RENOVATION WORKS OF ZONAL OFFICE BUILDING AND CIVIL LINE BRANCH –INDIAN BANK, ZONAL OFFICE, JABALPUR (M.P.)**

Indian Bank, Zonal Office, Jabalpur invites tender for the above work from reputed Civil Contractors having requisite experience of execution of similar work.

Estimated work of Rs.14800000.00

Sr. No.	Project Description	Earnest Money Deposit	Completion
1.	TENDER FOR PROPOSED REPAIRING AND RENOVATION WORKS OF INDIAN BANK, ZONAL OFFICE BUILDING AND CIVIL LINES BRANCH, JABALPUR (M.P.)	<b>Rs.1,48,000.00</b> <b>( One lacs, Forty Eight Thousand only)</b>	6 months

- 2) Tenders (Two Cover System), on item rate basis are to be submitted offline at AGM, Indian Bank, Zonal Office, Civil Lines, Jabalpur (M.P.)- Pin-482001
- 3) The bid documents consist of two parts. Part A i.e. Technical Bid consists of Technical specifications, Terms & Conditions to be complied with, Forms of application, Prequalification Criteria etc. Part B i.e. commercial bid / Price Bid consists of Bill of Quantities. Detailed tender documents consisting of Technical Bid and Price Bid can be available online On Indian bank website [www.indianbank.in](http://www.indianbank.in) under tender section and offline from Indian Bank, Zonal Office, Civil Lines, Jabalpur (M.P.)- Pin-482001.
- 4) However, the bids can be submitted only after deposition of the following amounts by Fixed Deposit in favour of Indian Bank, Zonal Office, Jabalpur as under within the period of bid submission:
  - a) **Tender Fee & EMD**: Rs. 2000/- (Two Thousand only) – Non-refundable towards cost of Tender and EMD of Rs. 1,48,000.00 ( Rupees One Lacs, Forty Eight Thousand Only ) in the name Indian Bank, Zonal Office, Jabalpur.
- (5) The last date of submission of tenders is upto 3:00 PM on 02.03.2026. Technical Bids, if possible will be opened at 3:30 PM on 03.03.2026.

(6) All applications will be scrutinized as per the prequalification criteria given in the tender document. Financial/ Price bids, of only those applicants/ bidders who fulfils prequalification criteria, whose works are found satisfactory on inspection and against whom there is no adverse comments/ reports from previous clients, will be opened. The time and date of opening of the price bid will be intimated subsequently. Our endeavours will be to open the price bids of valid tenders at the earliest.

All Micro and Small Enterprises- MSEs having valid registration as per provisions of the Government of India Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME will be exempted from submission of EMD and Tender fee. MSE, must along with their offer / application, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item / goods / services tendered (Construction of building), with any of the agencies mentioned above, for claiming such exemption.

(7) Indian Bank reserves the right to accept or reject any or all the tenders/bid, without assigning any reasons whatsoever

Yours faithfully,

**For INDIAN BANK**

**Zonal Manager**

**JABALPUR**



### ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

The companies/ firms that fulfill the criteria as given below shall be eligible:

1. The company should be either a partnership or a public limited company or a private limited company or proprietorship firm registered under the Indian Companies Act 1956
2. Civil Contractors who fulfil the following selection criteria only should apply:
  - a) Contractor firm / company shall have minimum 7 years' experience as on 31.12.2025 in the field of civil construction / repair / renovation of buildings.
  - b) The firm must have experience of having successfully completed similar work of residential / commercial / institutional buildings during last 7 years, ending year 31.12.2025.
    - i) At least 3 similar completed projects costing minimum 40% of estimated cost.  
or
    - ii) At least 2 similar completed projects costing minimum 50% of estimated cost  
or
    - iii) At least one similar completed projects costing minimum 80% of estimated cost

**The expression 'similar project' shall mean the construction / repair / renovation of any Commercial/ Residential/ Institutional administration building**

(The value of the completed project shall be brought to the current costing level by enhancing the actual value of the project at simple rate of 7% per annum, calculated from the date of completion to 31.12.2025.)

3. The firm should have experience for at least one similar completed project of value as per above for Govt. /Public Sector Undertakings/ Nationalized Banks/Corporate clause 2(b) anywhere in India and having minimum turn over the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be atleast 30% of the estimated cost. Should not have incurred any loss during last 3 years ending 31.03.2025. The balance sheet certified by CA to be produced.
4. The company/ firm should enclose documentary evidence in support of the experience details furnished by them stating the value of work and area of furnishing and other salient features of work.

5. Bank Solvency Certificate from any scheduled bank for an amount equal to 40% of the estimated cost of the work.
6. The firm should have technical set up with adequate organizational structure comprising of skilled staff having knowledge and experience to execute such type of works.
7. Joint Venture is not allowed.
8. Confidential reports from previous employers will be sought by client which should be satisfactory for consideration.
9. The company/ firm should have registration with GST, PF, ESIC and Prof. Tax and submit the proof of the same.
10. The company/ firm should produce acknowledgement and copy of IT returns, profit and loss statements certified by chartered accountant for last three years.
11. Even though an applicant may satisfy the eligibility requirements and has been prequalified, he would be liable to disqualification if he has:
  - a) Made misleading or false representation or deliberately suppressed any information in the forms, statements or enclosures required in the prequalification document.
  - b) Obscured deliberately hidden record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weakness, etc.
12. Bidders have to fulfill all the criteria of prequalification failing which their bids will be summarily rejected and no correspondence in this regard will be entertained by the Bank.



**Part-1 Basic Information**

NOTES:

- a) Information has to be filled up specifically in this form only. Do not write remark “As indicated in Brochure or as enclosed” unless asked for by the bank.
- b) Information shall be limited to the Applicant. If any relevant data concerning the Group of Companies to which the Applicant belongs is desired to be given, the same shall be given separately in a supplementary sheet.
- c) Documentary evidence etc. have to be enclosed.

1.	Name of the Applicant and address of the Registered office.  Phone No.: E-mail address: Mobile No.: Website, if any:	
2.	Year of establishment	
(a)	(Enclose documentary evidence)	
(b)	No. of years of experience in the relevant field (Minimum experience required is 7 years in relevant field)	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Co-operative body etc.)	
4.	Name of the Proprietor/Partners/Directors of Applicant with address and phone Numbers.	
	(a)	
	(b)	
	(c)	
	(d)	
5.	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.	

6.	Whether the firm has worked for the Government / Semi-Government/Municipal Authorities or any other Public Organization, Banks etc. if so, give details	
7.	No. of years of experience in the relevant field. (Enclosed certificate)	
8.	Address of office through which the proposed work of the Bank will be handled and the name & designation of the officer in charge.	
9.	Adequate and satisfactory evidence to indicate financial capacity of the Applicant to undertake the said works with names of Bankers and their full addresses. (Solvency certificate from a bank & Income tax clearance certificate has to be attached).	
10.	Yearly turnover of the Organization during last Three years. (year wise) – As certified by the Chartered Accountant (C.A's certificate has to be enclosed).	Rs. For 2022-23 Rs. For 2023-24 Rs. For 2024-25
11.	Number of supplementary sheets attached.	
12.	Ability to provide Bank Guarantee or other equivalent form of security from a Nationalized Bank (Specify the amount maximum).	Rs.
13.	Enclose Performance Certificates from previous clients during last 7 years	
14.	Whether any Civil Suit/litigation /Arbitration arisen with Govt./Semi Govt./PSU/Banks etc. during the last 7 years/being executed now. If yes, please furnish the details in the proforma given below.	

**Details of Litigation History**

Sr. No.	Name of the project and employer	Nature of work	Work Order No. & date	Present stage of work	Value of contract (Rs.)	Brief details of the Dispute, if any
1.	2.	3.	4.	5.	6.	7.

**List of References**

Give reference of three Respectable Officers with Designations from Govt., /Semi Govt./Public Sector Corporation Office with address and phone numbers, who may be directly contacted by the Bank, so as to enquire about your ability, competence, capability of your organization in confidence.

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

Signature of Applicant



**Part 2 : Work capability and previous experience.**

**a) List of important Projects executed by the organization during last 7 years costing Rs. 150.00 lakh and above).**

(Supporting documentary proofs such as copies of work order, satisfactory completion certificate of the work from clients etc. to be enclosed failing which the application will be liable for rejection)

Sr. No	Name of the Project mentioning all features, scope of services and location	Name & full postal address of the owner & Consultant. Also indicate whether Govt. or Private body with full postal address & phone no.	Total final value of work (Rs.)	Completion period with dates		Whether work was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information
				Stipulated	Actual		
1.	2.	3.	4.	5.	6.	7.	8.

Signature of Applicant

**NOTES:**

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure / as enclosed" unless unavoidable.
- Information shall be limited to the Applicant. If any relevant data concerning the Group of Companies to which the Applicant belong is desired to be given, the same shall be given separately in a supplementary sheet.

Signature of Contractor with rubber stamp



**Work capability and experience.**

b) **List of important works IN HAND costing Rs. 148.00 lakh and above:**

(Supporting documentary proofs such as copies of work order etc. to be enclosed failing which the application will be liable for rejection)

Sr. No.	Name of the Project and location	Name & full postal address of the owner & Consultant. Also indicate whether Govt. or Private body with full postal address.	Contract Amount (Rs.) & date of award of work	Progress of work along with Completion Period in months		Any other relevant information
				Stipulated	Expected date of completion	
1.	2.	3.	4.	5.	6.	8.

Signature of Applicant

NOTES:

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure / as enclosed" unless unavoidable.
- Information shall be limited to the Applicant. If any relevant data concerning the Group of Companies to which the Applicant belong is desired to be given, the same shall be given separately in a supplementary sheet.



**Part 3 : Technical personnel and special experience.**

List of your technical personnel, giving details about their technical qualifications & experience including that in your establishment.

Sr.No.	Name	Age	Qualifications	Experience	Nature of Works handled	Name of the projects Handled costing Rs.150 lakhs & above	Date from which employed in your organisation	Indicate special experience such as Advance Management Techniques, ISO Certificate etc.
1.	2.	3.	4.	5.	6.	7.	8.	9.

**NOTES :**

- Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure / as enclosed" unless unavoidable.
- Information shall be limited to the Applicant. If any relevant data concerning the Group of Companies to which the Applicant belongs is desired to be given, the same shall be given separately supplementary sheet.

**b) DETAILS OF MACHINERY:**

Sr. No.	Description of Machinery / Equipment	Nos	Age in Years

### **SPECIAL INSTRUCTIONS TO TENDERERS**

- (1) The tender shall remain valid for three months from the date of opening of technical bids. Bank reserves the right to reject any or all the tenders, accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
- (2) Joint tenders shall not be considered.
- (3) Within 7 days of receipt of Intimation regarding acceptance of his tender by the Bank, the tenderer should send his acceptance of the work order in writing. If the tenderer does not do that, or does not start the work within 7 days of such intimation to him or fails to give justified reasons not to do so, acceptance of his tender would be withdrawn and Earnest Money Deposit would be liable to be forfeited.
- (4) The rate quoted in the tender shall include all charges of scaffolding, lift, any tools and plants railway freight labour conditions and fluctuation in the rates, excise duty, sales tax, octroi, works contract tax and any other taxes or expenditure for carrying out the work except GST.
- (5) No Escalation in rates will be allowed under any circumstances.
- (6) The successful tenderer is bound to carry out entire work within stipulated time limit. The tenderer will have to pay liquidated damages for non-completion of job within stipulated period at the rate of 1.0 % of the contract value per week of delay after expiry of period of completion subject to maximum of 10 % of contract value.
- (7) The liquidated damages as mentioned above may not be enforced if the contractor applies sufficiently in advance for extension of time mentioning the unavoidable reasons for extension. The Bank shall, if in its opinion (which shall be final and binding upon the contractor) finds genuine reasons shown by the contractor for such request, grant suitable extension in time limit. Any claim for damage or compensation in relation there to by contractor is not permissible. Also other terms and conditions of the contract will remain unaltered in the extended period.
- (8) The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of quantity. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out on actual cost of material and labour, any other expenditure for completing that work plus 15 % towards contractor's profit & overheads. For this contractor must submit the rate analysis supported by original vouchers for purchase and labour.

- (9) The contractor must co-operate with other contractors appointed by the bank so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the Bank.
- (10) The contractor shall remove all rubbish etc. out of site/premises wash and clean the floors/ site and hand over the site in proper and tidy condition.
- (11) The tenderer shall acquaint himself with the site conditions making his own arrangement for storing of material at site.
- (12) Contractor shall shift furniture, cupboard, records, for the purpose of electrification & wiring and rearrange the same as directed (if required). No extra charge shall be paid for the same.
- (13) Contractor shall be prepared to work at times convenient to the Bank. No charges shall be paid for the same.
- (14) The contractor will attend to all defects noticed during defect liability period at his own cost. If the contractor fails to attend the defects within a reasonable time these defects will be rectified by the Bank and the expenditure incurred on this account will be recovered from security deposit, or any other money due on to time.
- (15) The contractor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of material fixed or unfixed by him or other sub-contractor.
- (16) The work executed should be got approved by the Architect/ Consultant/ Bank and contractor shall rectify any bad workmanship pointed out at any stages and remove from site all the rejected material immediately.
- (17) The contractor shall be responsible for application of labour laws, compensation for injury and accident to person, whether employed by him or by his sub-contractor. The contractor is supposed to obtain labor licence from the Assistant Labor Commissioner under Contract Labor Act before commencement of the work.
- (18) The contractor will take necessary precautions for carrying out the work avoiding any damage to fixed or loose furniture, structures/decorative parts of the property. The contractor will rectify any damages done at his cost.
- (19) The contractor shall ensure that workmen employed by him for execution of work are suitably covered against workmen's Compensation Act, ESIS and other legislative enactments applicable to such works and workmen. Expenses for the same shall be to the contractor's account.
- (20) The contractor shall inform the Architect/Consultant/Bank to check quality/ measurements of any work which is likely to be hidden before covering.

- (21) In case of non-completion or delay in completion of work or removal of defects in time, the Bank shall be free to appoint another agency to get the job done at contractor's risk and cost.
- (22) Income Tax at applicable rate of the Bill Amount will be deducted at sources from the contractor's bill and will be deposited with the I.T.O. as per rules.
- (23) The Bank may delay the progress of work without, in any way, vitiating the contract and grant such extension of time for the commencement/completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not make claim for compensation or damage in relation thereof.
- (24) The contractor will not execute any extra item without Bank's permission in writing.
- (25) The quantities mentioned in the schedule of quantities are approximate. Payment will be made on actual work done by the contractor. However, the contractor should not deviate the quantity without Bank's permission.
- (26) Conditional tenders quoted by the tenderer is liable to be rejected.
- (27) The Bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
- (28) The Bank has right to terminate the contract, if the contractor abandons the work, or fails to commence and complete the work in time, or fails to abide by the contract conditions.
- (29) Measurements for all items shall be taken as per actual work done and no claim for any wastage in all material shall be considered.
- (30) Contractor has to get the samples of all the materials like switch, wire, or any other accessories for the approval of the Consultant/Bank.
- (31) Contractor must quote balanced rates as quantities mentioned in the tender are approximate and may vary to any extent. No extra rate shall be given on this account.
- (32) The contractor while executing the work during the working hours of the Bank shall take special care that disturbance is not created to Bank's staff and customer during the office hours. The contractor should also keep the banking hall in a reasonably good condition during banking hours (if required).
- (33) Contractor has to submit Photographs of the completed civil work in duplicate along with soft copy in form of C D.

- (34) During the execution of work, if any damage occurs to the property, structure etc. the same shall be made good by the contractor at his own cost.
- (35) THE RATES SHOULD BE FIRM INCLUDING ALL TAXES EXCEPT GST.
- (36) The first make of material specified shall only be used. Prior approvals to be taken from Architect/ Bank / Consultants should other specified make is to be used.
- (37) While the work is in progress, if use of any substandard material is observed or in case of bad workmanship and if the Architect/ Consultant instructs to dismantle and to redo the same the contractor shall do the same at his own cost and the Architect's/ Bank's/ Consultant's decision in this regard shall be final and binding.
- (38) The bidders are requested to visit the branch before quoting the rates. Submission of a tender by a tenderer implies that he has made himself aware of the scope and specifications of the work to be done, site conditions, and local conditions and other factors bearing on the execution of the work.
- (39) If contractor dose not quote for any item, then their tender will be evaluated based on the highest rate of all other tenderers for that item. Even after evaluation based on this, the contractor happens to be the lowest, they may be awarded the work, however, payment for this item will be based on the lowest rate of all the tenderers or the rate decided by the bank.
- (40) **Jurisdiction:** All matters arising out of or in any way connected with this agreement shall be deemed to have arisen at Jabalpur & only the courts in Jabalpur shall have jurisdiction to determine the same.
- (41) The contractor while executing the work during the working hours of BANK shall take special care that disturbance is not created to Bank's staff and customers during the office hours.
- (42) The contractor is requested to obtain necessary labour license from labour enforcing authority before commencement of the work, if necessary. He is also required to abide by the labour laws applicable including submission of form VI B to the labour enforcement officer.
- (43) The contractors will adhere to the IBA/CVC guidelines during execution of works.
- (44) The contractor will prepared all the furnishing items at site only. The contractor will get the approval of sample of all the materials specified in the tender from Bank/Architect. However, the contractor will have to produce invoice & certificate with the final bill from the respective company for the materials used at the above site.
- (45) **Any extra items or excess quantity (other than tender) to be carried out after approval from the competent authority only or else payment will not be made.**
- (46) **Tender should be filled in ink only. Tenders filled in pencil, not signed on each page, should be rejected.**

**Date :**

**Place :**

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Signature of Contractor with rubber stamp

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**Schedule of Fiscal Aspects**

1.	<b>Estimate</b>	:	Rs.14800000.00
2.	Earnest Money Deposit	:	Rs. 1,48,000.00
3.	Performance Security	:	:5 % of the Contract value in Fixed Deposit drawn in favour of Indian Bank, Zonal Office, Jabalpur of a scheduled commercial Bank (preferably Indian Bank) with validity period of 2 years
4.	Defects Liability Period	:	6 months from the date of completion issued by Architect.
5.	Period of commencement Order.	:	7 days from the date of Letter of Intent/ Work Order.
6.	Stipulated period for completion:	:	180 days
7.	Retention Money	:	5 % retention money from each running & final bill.
8.	Terms of Rate	:	The rates shall be at site of work and should be inclusive of all taxes including works contract tax, except GST.
9.	Period of validity of Tender	:	Three months from the date of Opening of Technical Bid
10.	Period for honoring interim certificate	:	10 working days from the date of Architect's certificate.
11.	Period of honoring final certificate	:	30 working days from date of Architect's certificate.
12.	Validity of rates after award of Tender	:	<b>"NO ESCALATION IN PRICE WILL BE ALLOWED".</b>

The tenderer should note that at the time of submission of the tender, associate family or firms (ownership/ partnership/ director with other family members viz. father/ mother/ sister/ wife/ son/ daughter etc.) and firm having same. Registered address, only one firm is eligible to apply for tender. In case more applications are received from such firm/s, the Bank has a right to reject both the applications.

**INDIAN BANK**  
**Zonal Manager**  
**JABALPUR**

## ARTICLE OF AGREEMENT

Article of Agreement made at Jabalpur on this ..... day of ..... 2026, between the The Deputy Zonal Manager, Indian Bank, General Operations Dept, Indian Bank Zonal Office, Address – Civil lines, Jabalpur (M.P.)-Pin-481002.

(hereinafter called “the Employer” of the one part), and Name: **M/s \_\_\_\_\_** (Hereinafter called the contractor of the other part) whereas the Employer is desires of having **Proposed Repairing and Renovation works of Indian Bank zonal office building and Civil line branch, Jabalpur Zone** and has caused drawings and specifications describing the work and bills of quantities prepared through its appointed Architect/ Consultant M/s Kushi and Associates, off-11, swastika complex, Russel chwok, Jabalpur (M.P.) , and whereas the said drawings have been seen, the specifications and/or the schedule of quantities have been signed by or on behalf of the partners have hereto the contractor and whereas the contractor has agree to execute upon and subject to all conditions of contract (all of which are collectively hereinafter referred to as “the said conditions”) the work shown upon the said drawing and/or described in the said specifications and included in the said schedule of quantities at the respective rates therein set forth amounting to the sum as therein arrived at of such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

### NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said contract amount to be paid at the time and in the manner set forth in the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities, either in whole or in part.
2. The employer shall pay the contractor the said contract amount or such other sum as shall become payable at the time and in the manner hereinafter specified in the said conditions.
3. The term “the Consultants & Architects” in the said conditions shall mean the said M/s Kushi and Associates, 11, swastik complex, Russel chowk, Jabalpur (M.P.) or in the event of their death or ceasing to be the consultants / architects for the purpose of this contract, such other person or persons as shall being a nominated for the purpose by the employer not being a person to whom the contractor shall object for reasons (maintained in said conditions) considered to be sufficient by the employer. Provided always that no person or persons subsequently appointed to be architects under this contract shall be entitled disregard or over rule any previous decision or approval or direction given or expressed in writing by the architects for the time being.
4. The said conditions and appendix shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by to submit themselves to the conditions and perform the respective agreements on their part as contained in the said conditions contained.

5. The Consultant refers to archite- M/s Kushi Associates -Ar.Ashish Shrivastava,
6. The plans, agreement and documents mentioned herein shall from the basis of this contract.
7. The contract is neither a fixed lump sum contract nor a piece work contract, but is a item rate contract to carry out work and also some addition and alteration works to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities as provided in the said conditions.
8. The contractor shall afford every reasonable facility for the carrying out of the all works relating to **Proposed Repairing and Renovation works of Indian Bank zonal office building and Civil line branch, Jabalpur Zone** other ancillary works in the manner laid down in the said conditions, and shall make good and damage done to walls, floors etc. after the completion of his work.
9. The Employer through the consultant / architect and technical officer reserves to himself the right of altering the drawing and nature of the work of having portions of the same carried out without prejudices to this contract.
10. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by to submit themselves to the conditions and stipulations and perform the agreements of their parts, respectively in such conditions contained.
11. Time shall be considered as the essence of this agreement and the contractor hereby agrees to commence the work soon after the formal work order issued to him and complete the entire work within 180 days.
12. All payments by the Employer under this contract will be made only at Jabalpur.
13. All disputes arising out or in any way connected with this agreement shall be deemed to have arisen in Jabalpur and only the Courts in Jabalpur shall have jurisdiction to determine the same.
14. The several parts of this contract have been read and fully understood by the contractor. In witness whereof the employer if the contractor has set partnership or their respective hands to these individual. Presents and two duplicates here of the day and year first here in above written.

In witness where of the parties hereof the Employer if the contractor has set its hand to these company.

Presents its duly authorized official and the contractor has caused its common seal to be affixed hereunto and the said two duplicates has caused these presents and the said two duplicates hereof to be excavated on its behalf, the day and year first herein above written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED BY M/S \_\_\_\_\_.

By the hand of Shri \_\_\_\_\_, Proprietor.

In the presence of

1. ....

Witnesses :

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.

SIGNED AND DELIVERED BY

In the Presence of

2. ....

Witness :

THE COMMON SEAL OF .....

## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the Schedule of Quantities or B.O.Q. and in the Specification and Conditions laid down hereinafter and in the drawings / instructions, the work shall be carried out as per the Indian Standard Specifications and under the direction of Owner.

### **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 :-

**Owner / Employer / The Bank:** The term Employer / Owner / The Bank shall denote Indian Bank, Zonal Office, Civil lines, Jabalpur (M.P.) – 482001.

**Architect:** The Terms Architect shall mean M/s KUSHI AND ASSOCIATES, JABALPUR and his / their heirs, legal representatives, assigns and successors.

**Contractor:** The terms Contractor shall mean M/s.-----  
-----, and his / their heirs, legal representatives, assigns and successors.

**Site:** The site shall mean Bank's premises at Zonal Office Building Jail Road Arera Hills Bhopal 462011.

The "**Work or Works**" shall mean the works to be executed or done under this contract.

"Act of Insolvency" shall mean any act as such as defined by the The Insolvency & Bankruptcy code 2016(IBC) or any amending statutes.

"The Schedule of Quantities" shall mean the Schedule of Quantities or Bill of Quantities as specified and forming part of this contract.

"Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

"Notice in Writing" or "Written notice" shall mean a notice Written, typed or in printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office address and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

Completion shall mean that the works are in the opinion of the owner complete and fit for acceptance.

### **3. SCOPE OF WORK :-**

The work consists of the: **Proposed Repairing and Renovation works of Indian Bank zonal office building and Civil line branch, Jabalpur Zone** in accordance with the "Scheme for the work and "Schedule of Quantities". All other ancillary works are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for the incidental to the progress and for completion of the work.

The Owner may in their absolute discretion issue further drawings and / or written instructions /details /orders/ directions and explanations etc. in respect of.....

- a) The variation or modification of the design, quality or quantity of works 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 specifications.
- c) The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.
- d) The demolition removal and / or re-execution of any work executed by the Contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work as per the Owner's instructions, provided always the verbal instructions, directions and explanations given to the Contractors or his representative upon the works by the Owners shall if involving a variation be confirmed in writing by the Owner to the Contractors within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Owner. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Owner as provided in Clause "Variation".

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work. Other products shall be supplied as per the brand name mentioned in the Technical Specifications.

### **3. DRAWINGS AND INSTRUCTIONS: -**

The work shall be executed in conformity with the drawings and instructions. Immediately after receipt of the work order of the contract, the Contractor shall prepare a progress schedule and The Bar Chart and submit the same to the Owner for approval within 7 days which shall indicate the dates for the starting and completion of

the various stages of works.

**4. 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 Owner harmless from loss on account thereof.

**5. TECHNICAL EXAMINATIONS: -**

The proposed work covered under this tender during its progress or after completion is subject to inspection/examination by the Chief Technical Examiner / Technical Examiner, Central Vigilance Commission, Govt. of India or by an Auditor, Officer of the vigilance Cell of the Authority, on behalf of the Engineer-in-charge. The Contractor will be required to extend all co-operation, assistance and facilities for such inspection and thereafter complying their observation. All the observation of such authorities will be final and binding on the Contractor. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the owner to recover the same. The owner shall have also right to cause a technical scrutiny of the works and the bills of the contractor including all supporting vouchers, challans, abstracts etc. If as a result of this scrutiny any sum is found to have been overpaid or over certified it shall be lawful for the owner to recover the same.

**6. SUPERINTENDENCE AND SUPERVISION: -**

The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue until expiration of the "Maintenance Period" (Retention Period). The Contractor shall also during the whole time of work when in progress employ one competent and experienced engineer & one supervisor having technical background who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Owner to such representative shall be deemed to have been given and duly served on the Contractor.

**7. FAILURE BY CONTRACTOR TO COMPLY WITH OWNERS/ CONSULTANTS INSTRUCTIONS: -**

If the Contractor after receipt of written notice from the Owner requiring compliance within ten days fails to comply with such further drawings and / or Owners / Consultant's instructions, the Owner 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 Owner as a debt or shall have right to deduct same from any money due or to become due to the Contractor.

**8. TENDERER SHALL VISIT THE SITE: -**

Before submission of the tender, the intending tenderer is bound to visit the site and make himself thoroughly acquainted with the local site condition, space restrictions, nature and requirements of the works, transport condition, labour and materials, access and storage for materials and removal of rubbish. The tenderer shall have to 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 contract. The successful tenderer will not be entitled to any claim of compensation for difficulties faced by him or losses incurred on account of any site condition / restrictions which existed before the commencement of the work or which in the opinion of the Owner might be deemed to have reasonably been inferred to be so existing, before commencement of work.

**9. FILLING OF TENDERS:-**

The entire set of tender paper issued to the tenderer shall be submitted fully priced and also signed on the last page of each component 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 online-

No modification 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 Owner reserves the right to reject the lowest or any tender and also to discharge any or all 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 shall 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 shall be correct, workable and self-supporting. If called upon by the Owner detailed analysis of any or all the rates shall be submitted. The Owner shall not be bound to recognise the Contractor's analysis.

The works will be paid for "measured work" on the basis of actual work done.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

The Owner has power to add to or omit from any work as shown in drawings or described in specification or included in schedule of quantities and intimate the same

in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Owner. No variation shall vitiate the contract.

A Schedule of Probable Quantities in respect of each work and specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the owner. Each Tender shall contain not only the rates but also the value of each item of work entered in a separate column and all the items shall be totaled in order to show the aggregate value of the entire Tender.

The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a Tender and for entering into a Contract and must examine the Drawings and must inspect the Site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

The rate quoted shall be deemed to be for the finished work to be measured at Site. The rates shall also be firm and shall not be subject to exchanged variations, labour conditions, fluctuation in Railway Freights or any conditions whatsoever. GST as applicable will be paid extra

The Contractor shall note that unless otherwise stated, the Tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item shall be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

The Contractor shall visit and examine the Site and satisfy himself as to the nature of the existing roads or other means of communication, the character, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made in consequence of any mis-understanding or incorrect information or any of these points or on the grounds of insufficient description will be allowed. All expenses incurred by the Contractor in connection with obtaining information for submitting this tender including his visits to the Site or efforts in compiling the tender shall be borne by the Tenderer and no claim for reimbursement thereof shall be entertained.

The Contractor has to include in his rates for making / forming access to the work with all temporary arrangement required for the works.

#### **10. TIME - SCHEDULE FOR COMPLETION OF WORK:-**

The Contractor shall have to submit a time and progress Bar chart in a form approved by the Owner within seven days from the date of issue of work **order**.

The Contractors shall have to put all their resources and endeavor to complete the work, if possible, earlier than the schedule time shown in the programmed. Keeping the general target dates as given in the Bar Chart of the tender, the Contractors shall have to prepare detailed PERT Network showing in addition to the items already

indicated in the programmed other items, the completion of which would effect the overall time schedule of the programmed. This Network programmed shall clearly indicate the completion of project. The Contractors shall have to prepare their own material in flow according to the final Network programmed as accepted by the Owner. The Network programmed shall have to be updated at regular intervals and modified programmed shall be submitted to the Architects / Owner for approval. In no case the overall date for the completion of important items as indicated in the programmed shall be changed without prior consent of Owner.

**11. PERMITS AND LICENSES:-**

Permits and License for release of materials if any which are under Government control will be arranged by the Contractor. The Owner will render necessary assistance, sign any forms or applications that may be necessary. Charges are to be borne by the Contractor.

**12. GOVERNMENT AND LOCAL RULES :-**

The Contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company UNDER WHOSE JURISDICTION the work is to be carried out. The Contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such Authority/authorities for execution of the work involved. The cost, if any, shall deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restoration etc. and **shall indemnify the owner against such liabilities and shall defend all actions arising from such claims or liabilities.**

**13. TAXES AND DUTIES :-**

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes or local charges if applicable. GST as applicable will be paid extra.

If Contractor fails to pay the taxes to the Authorities Concerned, the Owners reserve their rights to recover the said amount from the amount payable to the Contractor and pay the same to the Authorities Concerned.

**14. SETTLEMENT OF DISPUTES:-**

Excepted Matters

If any dispute or difference pertaining to the undernoted matters arises, the decision in writing of the supervising Architect / Bank's Zonal Manager shall be, conclusive and binding on the Contractor/ s.

- a) Written Instructions.
- b) Permissions from Local Authorities.
- c) Proof for quality of materials and the works.

- d) Assigning or subletting of the contracted works.
- e) The causes of delays and extension of time.
- f) Rectification of defects during the progress and Defects Liability Period.
- g) Contractor's due diligence care and supervision at the works.
- h) Measurements of works.
- i) Reports on quality and progress of works.
- j) Contractor's abandoning of the contract, partially / fully.
- k) Notice of termination / determination of the contract by the Employer.

#### **15. QUANTITIES FOR ITEMS OF WORK:-**

The quantities shown in the schedule of quantities are estimated to cover the entire work but the Owner reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof and shall not entertain any claim for compensation except at the rates quoted in the price bid.

The Contractor on his Own shall not execute any work beyond the tender quantities for the various items, unless specifically approved by the Employer.

The contractor is bound to carry out any and all the items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Instructions in respect of such additional items, their quantities and rates will be issued in writing by the Consultant with the prior consent in writing of the Employer.

#### **16. OTHER PERSONS ENGAGED BY THE OWNER :-**

The Owner 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 contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The Contractor shall extend all co-operation in this regard.

#### **17. EARNEST MONEY AND SECURITY DESPOSITS :-**

The Tenderer will have to deposit EMD of Rs.1,48,000.00 (Rupees One lacs, Forty Eight Thousand only), at the time of submission of the Tender as an Earnest Money Deposit. The Owner is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful Tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the Tender.

The successful Tenderer to whom the contract is awarded will have to deposit as "**Performance Security**" a further sum to make up 5% (Five Percent) of the value of the accepted Tender, including the Earnest Money. Performance Security has to be submitted in the form of Fixed Deposit drawn in favour of Indian Bank, Zonal Office, Jabalpur of a scheduled commercial Bank with validity period of 2 years. The Performance Security will have to be paid and also work should be started within one weeks from the date of **work order** failing which the Owner at his discretion may revoke the acceptance and forfeit the Earnest Money Deposit furnished along with the Tender. Performance Security may also be accepted in the form of Bank Guarantee

valid up to Defect Liability Period of 2 months, if requested by the owner.

Apart from the Performance Security, Retention Money shall also be deducted from progressive running bills at **5% of the value of each running bills** until the Retention Money equals 10.0% of the accepted tender amount including the Performance Security.

50% of the total Security Deposit will be refundable to the Contractor subject to the following: -

- a) Issue of completion certificate by the owner.
- b) Contractor removes his materials, equipment's, labour force, temporary sheds, stores etc., from the site after completion of the work.

The balance 50% of the Total Security Deposit may be refunded 14 (fourteen) days after the end of Defects Liability Period, provided the contractor has satisfactorily carried out all the work and attended to all the defects in accordance with the Conditions of Contract. No interest is payable on Retention Money and the Initial Security Deposit.

The Initial Security Deposit and Retention Money of the successful Tenderer may be forfeited if he fails to comply with any of the conditions of the contract.

#### **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 specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Owner whose decision shall be final and binding.

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.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the 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 shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Owner.

The Contractor shall at all times give access to workers employed by the Owner 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 Owner as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

**19. TIME FOR COMPLETION / EXTENSION OF TIME & PROGRESS OF WORKS :-**

a) **Time of Completion** :- The entire work is to be completed in all respects within the stipulated period. The work shall deem to be commenced within one week from the date of work order. Time is the essence of the contract and shall be strictly observed by the Contractor.

The work shall not be considered as complete until the Owner 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 Owner the works delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Owner in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring Owner or (c) by the works, or delay of other Contractor or tradesmen engaged or nominated by the Owner and not referred to in the specifications or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the Owner may consider are beyond the control of the Contractor, the Owner at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Owner 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 Owner, 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 Owner to proceed with the works and on his doing so that it will be ground of consideration by the Owner for an extension of time as above provided. The decision of the Owner 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 Owner shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in Clause with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Owner were substituted for and the damage shall be deducted accordingly.

c) **Progress of Work** :- During the period of execution of work, the Contractor shall maintain proportionate progress on the basis of a Programmed Chart submitted by him immediately before Commencement of work and agreed to by the Owner. Contractor shall also include planning for procurement of scarce material well in advance and reflect the same in the Programmed Chart so that there is no delay in completion of the Project.

**20. PROTECTIVE WORKS AND MEASURES:-**

The Contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Bank holidays.

The Contractor shall indemnify the Owner against any possible damage to the building, roads or members of the public in course of execution of the work.

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

**21. TOOLS :**

All the tools including theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance of this contract as instructed by the owner.

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

The mistries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work 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 works executed or being executed on the contract.

The Contractor shall cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding tools and plant etc., by nominated Sub-Contractors for their work.

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

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to the municipal approved dumping ground

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

**23. ACCESS :-**

Any authorized representative of the Owner shall at all reasonable times have free access to the works 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 Owner or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representative of the Owner no person shall be allowed at any time without the written permission of the Owner. The representative of owners shall also include the officers from Zonal Office and Government official assign with such duties.

#### **24. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS :-**

All the works 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 workmanlike manner with materials of the best and 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 Owner during the execution of the work, and to his entire satisfaction.

If directed by the Owner the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Owner at contractor's own risk and cost to prove that the materials etc. under test conform to the relevant I.S. Standard specifications or as specified in the tender specifications.

All the materials (except where otherwise described) stores and equipment required for the full performance on the work under the contract must be provided through authorized channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Contractor shall be entirely responsible for the proper and efficient execution of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Owner when so directed by the Owner and written approval from Owner must be obtained prior to placement of order.

During the inclement weather the Contractor shall suspend work for such time as the Owner may direct and shall protect from injury/damage all work when in course of execution. Any damage to any part of the work for any reason due to rain, storm, or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts 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.

The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated Sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

Materials shall be of approved quality and the best of their kind available and shall

generally conform to I.S. Specifications. The Contractor shall order all the materials required for the execution of the work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Architects.

## **25. REMOVAL OF IMPROPER WORK :-**

The Owner have power to order, from time to time, the removal from the site, any materials or the work which in the opinion of the Owner are not in accordance with specification or instructions, substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the Contractor neglects / refuses to comply with the order, the Owner have the power to employ and pay other agencies to carry out work and all expenses consequent thereon or

Incidental thereto as certified by the Owner shall be borne by the Contractor or may be recovered from any money due to or that may become due to the Contractor or should be claimed from the contractor, if nothing is due to him. No certificate which may be given by the Architects shall relieve the Contractor from his liability in respect of unsatisfactory or bad works / materials.

## **26. SITE ENGINEER**

The term "Site Engineer" shall mean the person / agency appointed and paid by the Owner to superintend the work. The Contractor shall afford the Site Engineer / Employer every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any obligation / requirement of the Contractor or to sanction any work, additions alternations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Owner.

The Site Engineer shall have power to give notice to the Contractor or his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner is obtained. The work will be examined by the Engineer from the Premises Department of the Owner and the Site Engineer from time to time. But such examination shall not in any way exonerate the Contractor from the obligation to remove defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the provisions of this contract, the Contractor shall take instructions only from the Owner.

## **27. 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 instructions of the Owner / Architect. The Contractor shall engage at least one experienced Engineer as Site-in charge and also a supervisor with technical

background 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 eighteen 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 Owner or his representative shall be deemed to be a person employed by the Contractor.

The Contractor shall have to comply with the provision 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 & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Minimum Wages Act
- g) Any other Act of enactment relating thereto and rules framed there under from the time to time.

The Contractor shall keep the Owner saved harmless and indemnified against all the claims if any of the workmen and shall pay all costs and expenses as may have to be incurred in connection with any claim that may be made by any workmen / third party.

The contractor shall comply at his own 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 works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The Contractors shall arrange to provide first-aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the

Owner and also to the competent authority where such report is required by law.

The Contractors shall fulfil the requirements of the Employees State Insurance Act, 1948, applicable to all States, towards their employees and keep all the required record regarding the same for inspection by the Authorities Concerned at any time. The Contractor shall indemnify Bank of India, against any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty or any other amount levied by the authorities, shall be recoverable from the payments due to the Contractors.

The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the Rules and Orders issued there under from time to time. Failure to do so will be in a breach of the Contract and the Owner may in their discretion cancel the contract. The Contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provisions of the Act.

The Contractor shall be responsible for the observance of all Central Rules and Regulations framed by the Central Government under the Contract Labour (Regulation and Abolition) Act, 1970. The Owners shall be entitled to deduct all damages, which it might suffer on account payable to the Contractor.

#### **28. DISMISSAL OF WORKMEN :-**

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

#### **29. ASSIGNMENT :-**

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

#### **30. NOMINATED SUB-CONTRACTORS :-**

All specialists, Merchants, Tradesmen and other 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 specification who may be nominated or selected by the Owner 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 works against whom the Owner shall make reasonable objection or save where the Owner the 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 Sub-Contract 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 workmen'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 Architect's Certificate provided that before any certificate is issued, the Contractor shall upon request furnish to the Architect proof that all nominated Sub-Contractor's accounts included in previous certification have been duly discharged, in default where of the Owner may pay the same upon a certificate of the Architect 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 Owner and the Sub-Contractor.

### **31. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC. :-**

The Contractor shall be responsible for all injuries 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 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-alias, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Owner stands indemnified by the Contractor in respect of all and any expenses arising from aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

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

The Contractor shall have to effect the necessary insurance cover. The Owner stands indemnified entirely from all responsibility and the liabilities in this respect.

The insurance cover must be obtained from / placed with a company approved by the Owner and must be taken in the name of the Owner and the Contractor jointly (the name of the owner being placed first in the policy) and the policy lodged with owner. The scope of insurance cover is also to include cost of damage or loss to the contractor till the work is in a completed stage. Insurance is compulsory and must be affected from the very initial stage. The Contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents; negligence or defective carrying out of this contract i.e. the Contractor All Risk Insurance shall have extension for covering cross liability arising, if any, during

execution of work.

The Owner 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 or in extreme case to lodge a claim against the contractor.

### **32. INDEMNIFICATION AND INSURANCE :-**

The owner at all times stands indemnified by the contractor for any loss what so ever to the Bank (The Employer) / to it's property by theft, fire and / or earthquake, injury / death of the workers, Bank's Employees and third party and the contractor shall obtain C.A.R. policy in joint name first being that of the owner.

Unless otherwise instructed the Contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by theft, fire and / or earthquake, flood etc. The insurance must be taken from a company approved by the Owner, in the joint names of the Owner and the Contractor for such amount and for any further sum if called to do so by the Owner,

The Contractor shall deposit the policy and receipt for premiums paid with the Owner within 7 ( seven) days from the date of issue of work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Owner on his behalf may so insure and may deduct the premiums plus administrative expenses 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 shall they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the loss has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after loss, shall be entitled to extension of time for completion as the Owner may deem fit.

### **33. ACCOUNTS, RECEIPTS AND VOUCHERS :-**

The Contractor shall, upon the request of the Owner furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than that 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 Owner shall be final and binding on the Contractor for any work under this contract.

### **34. MEASUREMENT OF WORK :-**

- a) The measurement shall be generally done by the Site Engineer or by an employee or an agency of the Bank, specially authorized for the purpose.
- b) The Architect/ Consultant/ Site Engineer engaged by the Bank shall take joint measurements (i.e. accompanied by the Contractor's authorized representative) of

the work as it progress and record them directly in the Measurement Books.

- c) It shall be ensured that the method of measurement is in accordance with the contract. The precision in measurements shall be as laid down in IS-1200. Any points of disagreement with the Contractor pertaining to measurements shall be promptly referred to the decision of the Owner.
- d) Extra / deviated items, as claimed by the Contractor, shall not be recorded in Measurement Book until they are approved by the Owner.
- e) In case some allegedly extra / deviated item is carried out by the Contractor while complying with approved drawings and specifications and the same is to be covered up. The Site Engineer shall check the item and its specification and record its measurements but simultaneously enter up the provision that their admittance is subject to the approval by the Owner. Both the measurements and the provision shall be got signed by the Contractor.
- f) The Measurement Book shall not be handed over to the Contractor at any time. The Contractor or his representative may be permitted by the Site Engineer to see it in his presence and / or make a (concurrent) copy of his own. The Contractor shall, however, be warned that his copy shall be regarded as an unofficial copy of the Bank's Measurement Book. Which is the only authorized official document in the matter.
- g) The measurement shall be signed at the end of each session of measurement of the day's work, as the case may be, by both the parties (i.e. the Employer / Site Engineer and the Contractor)

### **35. CONCEALED WORK :-**

The Contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the 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 be either opened up for measurement at the Contractor's expenses or no payment may be made for such materials, shall any dispute or difference arise after the execution or any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the employer shall be accepted as correct and binding on the Contractor.

### **36. PAYMENTS :-**

All bills shall be prepared by the Contractor in the form prescribed by the Owner / Architects after the measurements are endorsed as mentioned in a Clause above (named as 'Measurement of Works'), subject to minimum value for interim certificate as stated in this document. The bills in proper forms along with detailed measurements in support of the quantities of work done and other supporting documents and must show deductions for all previous payments, retention money, etc.

The Owner will deduct retention money as described in relevant Clause above of

these conditions. The refund of retention money will be made as specified in the said clause.

If the Owner has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be deducted from the amount due to the Contractor in accordance with the quantities consumed in the work or in one lot, depending up on the situation.

All the interim payments shall regarded payments subject to and against the final payment only and not as payments for work 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 of the accruing of any claim, not shall, it conclude determine or affect in anyway the power of the Owner 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 within one **month** of the date fixed for completion of the work or of the date of certificate of completion furnished by the owner and payment shall be made within four months from the date of receipt of the certificate from the consultant.

#### **FINAL BILL PAYMENT :-**

The final bill shall be accompanied by a certificate of completion from the Owner. Payments of final bill shall be made after deduction of Retention Money tds etc as specified in the relevant Clause above, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Owner's certificate that the Contractor has rectified all defects to the satisfaction of the Owner. 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.

#### **37. MONTHLY STATEMENT OF VARIATIONS / DEVIATIONS / EXTRA ITEMS:-**

The Contractor may when authorized by the Owner and shall, when directed in writing by the Employer Bank to add or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Employer shall when confirmed correctly by the Contractor in writing within 8 days shall be deemed to have been given in writing.

The Contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all deviated or extra or additional work ordered by the Employer which he has executed during the preceding month.

The rates for additional, altered, substituted work shall be arrived in accordance with following rules :

- a) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- b) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the Contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills / vouchers dependable printed price schedules of building materials of different types and prevailing labour rate shall be adopted, adding 15% over towards profits and overheads. When called upon to do so the Contractor shall submit the required purchase bill / vouchers.

### **38. PREPARATION FOR OCCUPATION AND USE AFTER COMPLETION :-**

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

On completion the Contractor shall clean all windows and doors including the cleaning, removing hand / finger stains and oiling if necessary, of all hardware, inside and outside, all floors, staircase, and every part of the building. He will leave the entire building neat and clean to the satisfaction of the Owner.

### **39. CLEARING SITE ON COMPLETION :-**

On completion of the works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Owner.

### **40. QUOTED RATES :-**

The rate 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, sale tax, octroi, etc.

### **41. SUSPENSION OF WORK:-**

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

reasonable dispatch, such notice purport to be a notice under this Clause.

#### **42. TERMINATION OF CONTRACT BY THE OWNER :-**

If the Contractor being a company go into liquidations 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 requiring him to do so, to show to the reasonable satisfaction of the Owner that he is able to carry out and fulfill the Contract, and if so required by the Owner to give reasonable security therefore, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be 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 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 works, or shall in the opinion of the Owner not exercise such 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 Owner 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 Owner may notwithstanding previous waiver determine / terminate the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Owner 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 Owner or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffoldings, 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 works or by employing any others contractors or other persons or person to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or things 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 works when the works shall be completed, or as soon thereafter as conveniently may be, the Owner shall give notice in writing to the Contractor to remove his surplus materials and plants and shall the Contractor fail to do so within a period of 14 days after receipt by him the Owner may sell the same by Public Auction and shall give credit to the losses incurred by the Owner in getting the works carried out through other agency and the amount payable to the agency shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or dues on account of work carried out by the Contractor or against the Security Deposit and by

raising claims for the balance recoverable amount..

Without prejudice to any of the rights or remedies under this contract, if the Contractor, being an individual expires, the Employer shall have the option of termination of the contract without incurring any liability for such termination.

#### **43. WATER SUPPLY AND ELECTRICITY :-**

The rates quoted by the Contractor shall include all expenditure for providing water for the full contract period required for the works, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water suitable for use in the works and the work people. He shall obtain municipal connection, and all charges for connection and consumption shall be borne by him. If municipal water is not available, or inadequate, he shall make other arrangements like transport from outside by tanker, or any other suitable means entirely at his cost, and no separate payment for the same will be made. If water is not made available by the Authorities Concerned and shall it become necessary for the Contractor to bring water from outside by tankers and store in the separate steel tanks and shall not allow to mix with existing municipal connection. However the Employer shall not be liable to pay any charges separately in connection therewith. Special care shall be taken by the Contractor for curing the exposed surfaces of cement work. For this purpose, the contractor should use portable water tank of adequate size fitted with motor for each block. Electricity for running the motor or any other equipment required should be arranged by the contractor. In case, water and electricity is arranged by the Bank charges towards the same shall be recovered @ 1 % of tender cost for water and 1 % of tender cost for electricity.

#### **44. MODE OF MEASUREMENT :-**

Unless otherwise mentioned elsewhere in the tender measurement will be for the net quantities or 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 Owner shall be final and binding on the Contractor.

#### **45. 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 Owner.

#### **46. CONTRACTOR NOT TO STORE MATERIALS IN A MANNER THAT MAY INCONVENIENCE TO THE EMPLOYER / PUBLIC OR STAFF MEMBERS:-**

The Contractors shall not deposit / store materials on any site which will

inconvenience the Employer. The owner may instruct the Contractor to remove any materials which are considered by him to be a danger or inconvenience to the Employer and cause them to be removed at the Contractors cost.

**47. LIQUIDATED DAMAGES:-**

Shall the work be not completed to the satisfaction of the Owner with in the stipulated period, the Contractor shall be bound to pay to the Owner a sum calculated at the rate of 1.0% of the cost of the work (As shown in the tender) per week of delay subject to a maximum of 10.0% of the actual project cost or contract sum whichever is more, by way of liquidated damages, for the period during which the work remains incomplete or unfinished after the expiry of the due / extended completion date.

**WRITTEN GUARANTEE FOR THE SPECIALISED WORKS :-**

Wherever provision for submission of a written guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main Contractor engaged for the work before receiving any payment from the employer, against such items of work be furnished on a non-judicial stamp paper of appropriate value. The guarantee shall however come into the force from the date of the completion of the entire contracted work.

**49. INCOME TAX / SALES TAX ON WORKS CONTRACT :-**

Statutory deduction of Income Tax / Sales Tax on work contract shall be made from all the ad-hoc, interim and final payments as per laws applicable.

**50. AGREEMENT :-**

The successful Contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed and the schedule of conditions within 7 days from the date of work order is advised by the Owner that his tender has been accepted and he shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance by the Owner of a tender will constitute a binding contract between the Owner and the person so tendering whether such formal agreement is or is not subsequently executed.

**51. NO COMPENSATION FOR ALTERATION IN, OR RESTRICTION OF WORK TO BE CARRIED OUT :-**

If at any time after the commencement of the work, the Owner shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Owner 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, design and

instructions which shall involve any curtailment of the work as originally contemplated.

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the case of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding Contracts for other trades if the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connection for the work or for the other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the Tender amount, subject to such variation as are provided for herein.

#### **52. RIGHTS OF TECHNICAL SCRUTINY OF BILLS :-**

The Employer shall have right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum.

#### **53. WEEKLY REPORTING TO THE OWNER -**

WEEKLY REPORTS on Labour, Materials, Progress and Hindrances shall have to be submitted by the Contractor. A set of **PHOTOGRAPHS ( 8" X 6")- mini. 2 no.** for each building shall also be submitted once a month.

#### **54. ARBITRATION :-**

All disputes or difference of any kind whatsoever (except for excepted matters vide Clause No.14 earlier) which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of 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 foreclosure 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 of 60 days by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a **Sole Arbitrator** to be appointed as per the provisions of law.

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 per the Law.

The work under the Contract shall, however, has to continue during the Arbitration proceeding and no payment otherwise due to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued to both the parties fixing the date of the first hearing.

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

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

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

The award of the Arbitrator shall be a reasoned Award.

Subject to aforesaid, the provisions of the Arbitration and 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.

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

## **55. SAFETY CODE**

### **Scaffolds :-**

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground / floor, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm. and maximum rise of 300 mm. Suitable hand and holds of good quality wood or steel shall be provided and ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (  $\frac{1}{4}$  Horizontal and 1 Vertical).

Scaffolding or staging more than 4 m. above the ground floor swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured atleast 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only openings as may be necessary for the delivery of materials, such scaffoldings or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of platform, gangway or stairway is more than 4 m.

above ground level or floor level, they shall be closely boarded and shall have adequate width and suitably fenced as described above.

Every opening in the floor of a building / premises or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 1 m.

Safe means of access shall be provided to all working places. Every ladder shall be secured fixed. No portable single ladder shall be over 9 m. in length while the width than 290 mm. for ladder upto and including 3 m. in length. For longer ladder this width shall be increased at least 20 mm. for each additional meter of length.

A sketch of ladder and scaffolding proposed to be used shall be prepared and approval of Engineer-in-charge obtained prior to starting the work.

**Other Safety Measures :-**

All personnel of the Contractor working within the site shall be provided with safety helmets & personnel climbing on scaffolding must be provided with safety belts. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of the work shall be so stacked or placed to cause danger or inconvenience to any person or the public.

Any specific safety measures stipulated by the LOCAL / STATUTORY Authorities to be followed while executing the works at no extra cost.

**56. DECLARATION :-**

I / We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites works. I / We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same on the basis of the same I / We quoted our rates in the schedule of quantities with the tender document.

I / We shall also uniformly maintain such progress with the work, as may be directed by the Owner to ensure completion of the same within the target date as mentioned in the tender document.

Date :

Witness :

\_\_\_\_\_

Signature of Tenderer

Address

## TECHNICAL SPECIFICATIONS

These specifications are for the items of works to be executed, materials to be supplied / used in the works as shown and described on the drawings, in the Bill of Quantities (BOQ) under the supervision and to the satisfaction of the Architect / Bank

The workmanship is to be the best available and of a high standard. Use must be made of specialist tradesmen in all aspects of the works, and allowance must be made in the rates quoted for doing so.

The materials and items to be provided by the contractor shall be the best of their respective kinds, approved by the architect/ Bank in accordance with any samples which may be submitted for approval and generally in accordance with the specifications. Where materials or products are specified in this specification and or / bill of quantities by the name of the manufacture or the brand trade name or catalogue reference the contractor will be required to provide /supply in accordance with the same with the approval of the Architect /Bank. The Contractor to obtain the approval of the Architect / Bank before using a material or product other than the specified. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Architect/Bank.

Sample of all material are to be submitted to the architect/bank for approval before the contractor orders or delivers in bulk to the site. Also, the contractor will be required to submit specimen finishers of colors for the approval of the Architect /Bank before proceeding with the works. Should it be necessary to prepare shop drawings, then three copies of such drawings shall be submitted for the approval of the Architect/Bank who will retain two copies all at the contractor's expenses.

Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications" additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.

All Technical Specifications in respect of all material to be used, method of execution, workmanship and quality for each item of the work shall be as per CPWD specifications and latest Indian Standard unless otherwise specified.

Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders.

The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.

The architects and the Employer shall be the sole deciding authority as to the meaning interpret and implication for various provisions of the specifications and his decision in writing shall be final and binding on all concerned.

In case any difference or discrepancy between the tender specifications and the Description in the bill of quantities, the bill of quantities shall take precedence.

In case any difference or discrepancy between the tender specifications and the Tender drawing, the tender specification shall take precedence.

Unless specifically otherwise mentioned, all the applicable latest codes and standard published by the bureau of Indian standards and all other standards, shall govern in all respects of design, workmanship, quality, properties of materials, method of testing and method of measurements.

**LIST OF APPROVED AND NOMINATED MANUFACTURES /  
SUPPLIERS OF MATERIALS**

**NOTE :**

1. No deviation permissible.
2. Wherever Contractor proposes to use 'equivalent' makes (i.e. other than specified) the same shall be done only after prior approval from Bank. Any additional expenditure, time due to this will be on Contractor's account and no claims will be entertained. **Owner's choice regarding the use of particular make will be final and binding on the contractor.**
3. All materials to be used shall be of first quality unless otherwise specified.

**LIST OF APPROVED PLUMBING, SANITATION AND OTHER MATERIAL**

DISCRIPTION	BRAND OF MATERIALS
Anti- termite	chlorypyrifos, rentokil pci. dr. fixit
Reinforcement/ structural steel	tata/ sail/ jindal/ jsw/
Concrete additive	supreme bituchem, berger, kryton, myk arment, asian paint, fosroc
Fly ash bricks	modcrete blox / jk laxmi / siporex /builtech / max blocks
Synthetic emulsion paint	berger (luxol gold), asian (apcolite), ici dulux (gloss), nerolac
Cement	acc, ultra tech
Taps	KOHLAR , HINDWARE OR CERA
WC seat cover	Commander / Patel / Supreme or equivalent
Toilet paper holder	Parry ware / Hindustan / Nycer or equivalent
Cpvc pipes	Finolex, astrol or appolo
Paneled flush doors	Century, greenply or Archid
Windows Fully glazed	Triple channel sliding with one panel of masquto jalli Sliding of upvc Jindal or finesta
M.S. Grill & Collapsible door	16 GAUGE Thickness of Jindal or Tata
Plywood	Archid / Century / Kenwood / Green ( 6mm, 9mm, 12mm, 19mm)
Laminates	Formica /Greenlam / Century / Archid (1.0 / 1.5mm thick)
Black Board	Archid / Century /Marino
Soft Board (Pin up Board)	Jolly Board, Western India Plywood
Gyp Board	India Gypsum or equivalent
Metal Ceiling	Luxelon, Super seal, Trident, Armstrong.
Vertical Blinds	Vista, Universal
Screws	GKW / Mettle fold.
Brass Hinges	Reliance / Punit heavy duty
Hardware	Shalimar, Everite / Reliance (Brass powder coated)
Drawer shutter lock	Vijayan / Godrej (3 Set of keys) .
Ball catch	Magnetic (M-2) / Brass .
Door lock / Handles	4-C ACME, Golden, Godrej, Ultra.
Veneer	Anchor, URO . Durian / Century
Adhesives	Fevicol (SH), Mowicoll, Mahacol, Araldite
Wood Preservatives	Woodgaurd, PPCI, Black Japan
Door closure	Yale / Efficient Gazets, Everite Hyper
Glass	Modi / Asahi / Saint Gobin
Glass tinted	Same as above.
Melamine Polish	Asian Paint, MRF, Nerolac
Paint	ICI, Burger, Nerolac, Asain
AC Grill	Air Products, Omicron, Patrawala
Vitrified tiles	Marbonite of HR Johnson, Navin
Ceramic Tiles	Johnson & Johnson, Kajaria, Nitco,
Alu. Door & Window Sections	Ajit India / Jindal / Indal of 25 microns.
Floor springs	Everite / Hemco / Hyper
Wood preservative	Asain Paint / British Paint
Cement	L & T / Narmada / ACC / Ambuja / Birla of 43 / 53 grade as required.
White Cement	Birla Cement. JK Cement

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Sun Control film	Garware.
Stainless steel sink	Nirali / Diamond.
Carpet	Hitkari / Modi / Trans Asia.
Rubber foam	34 density mm foam

**APPROVED LIST OF APPROVED ELECTRICAL MATERIAL**

Description	Brand
M.C.B. / RCCB / RCBO	POLYCAB / ABB/HAVELLS
Distribution Boards	LEXIC / HAGER / ABB
Switch Fuse Units With HRC fuses	GE / L&T / ABB
Moulded Case Circuit Breaker (MCCB)	ABB (T max) / L & T (D sine)
Air Circuit Breakers	ABB (EMEX/L&T(C POWER)
Change Over Switches	GE / L&T / HH ELCON
Cable Glands and Sockets	SIEMENS
PVC insulated Copper conductor wires	FINOLEX / RR / POLYCAB
Telephone Wires and cables	FINOLEX / (RPG/BIRLA ERICSSON POLYCAB
Television Coaxial cable	FINOLEX / RR /RPG / L&T
PVC / XLPE Insulated 11 KV / 1.1 KV Cables	NICCO/ FINOLEX/ POLYCAB
Switches and Sockets outlets (Conventional piano type)	MK / ANCHOR
Switches and Sockets outlets (Modular type)	MK / ANCHOR
Industrial outlet	LEXIC / HAGER / ABB
MIS Conduits and Accessories	B.E.C./AKG/MK
PVC Conduits and accessories	AKG/BEC/CAP/SEIKO / [POLYCAB
Fluorescent/ LED Tube Fitting	PHILIPS /Havells
Incandescent/ LED Light Fitting	PHILIPS / BAJAJ/Havells
Hpmv/hpsv/ halogen Lamp	PHILIPS / WIPRO
Wall Fans/ Ceiling Fans / Exhaust Fans	CROMPTON / BAJAJ
Floor / Wall Raceways to date	MK/ LK/ MDS
Computer networking - outlet	AMP/SYSTEMAX / LUCENT
Electronic Energy Meters	SECURE / L&T
UPS	EMERSON / POWERWARE / TATA LIBERT
Ceiling Rose holders	ANCHOR
Buzzers/Bell Push bell	ANCHOR
MCB Distribution Board	MOS/LEGRAND/SIEMENS /HAGER
HRC Switch Fuse nits	SIEMENS ABB/GE/L&T
Cable Glands/Lugs	SIEMENS/DOWELLS
Electronic Regulator	MK/ANCHOR/ROMA/DEGRAND/MDS

Note: - It will be contractor's responsibility to provide test certificate from each manufacturer specifying clearly batches no. Date of manufacturing, etc. However, if any doubt arises about the quality of particular material brought to site, owner may directly take the sample and get tested in any Government Laboratory at the cost of Contractor and if they found to be defective or not to the acceptable standards, contractor will be penalized & contractor at his own cost removes such materials from the site and procure fresh materials.

Name of Bidder :-

Signature and seal of Bidder :-

Date:

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Signature of Contractor with rubber stamp

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