



**TENDER FOR**  
**(PROPOSED CIVIL, PLUMBING AND SHEET ROOFING WORKS IN TERRACE FLOOR**  
**ROOF TOP FOR TEMPORARY SHED)**  
**AT ZONAL OFFICE, VIJAYA TOWERS, MSRS ROAD, MANGALORE - 575003.**

Proposed Civil, Plumbing and Sheet Roofing Works in Terrace Floor Roof Top for Temporary Shed,  
Bank Of Baroda, Mangalore

NAME AND ADDRESS OF THE TENDERER

.....  
.....

DATE AND TIME OF SUBMISSION OF THE TENDER – **04.00 P.M** on or before **22.12.2022**

PRE BID MEETING - On **12.12.2022** at 4.00 p.m. Onwards

DATE AND TIME OF OPENING OF THE TENDER (TB) – **4.30 P.M** on **22.12.2022**

The General Manager	Architects
Bank of Baroda,	1. Nirmaan, 3-1-45/8, 2 <sup>nd</sup> floor, Vijaya Bank building,
Zonal Office, 2 <sup>nd</sup> Floor	Bejai Church, Mangalore – 575004
Vijaya Towers, MSRS Road	ARCHITECTS & ENGINEERS
Mangalore – 575003	Mobile: 9880243507
0824- 2413963	2. Vasu Prabha,
	“Sri Mahalasa Kripa”, Pai Compound,
	Jeppu – Shantinagara, Mangalore – 575002
	ELECTRICAL ENGINEERS & CONSULTANTS
	Mobile: 9448327344
	Landline: 0824-2414885

**PART – I**  
**(TECHNICAL BID)**  
**INSTRUCTIONS TO TENDERERS,**  
**GENERAL CONDITIONS OF CONTRACT**  
**SPECIAL CONDITIONS OF CONTRACT**  
**FORM OF TENDER, ETC.**  
**&**  
**TECHNICAL SPECIFICATIONS**

## NOTICE FOR INVITATION OF TENDER

Sealed tenders on item rate are invited from competent agencies having sound Technical and financial capacity for Proposed Civil , Plumbing and Sheet Roofing Works in Roof Top for Temporary Shed for our **ZONAL OFFICE TERRACE FLOOR, VIJAYA TOWERS, M.S.R.SHETTY ROAD, MANGALURU – 575003**. Tender documents may be downloaded from Bank's website: [www.bankofbaroda.com](http://www.bankofbaroda.com) .

Tender documents shall be submitted completely filled in signed, technical bid and price bid in separate sealed envelopes clearly mentioning Technical Bid and Price Bid enclosed in a sealed cover addressed to

**THE GENERAL MANAGER, BANK OF BARODA, ZONAL OFFICE, 2ND FLOOR, VIJAYA TOWERS, M.S.R.SHETTY ROAD, MANGALURU – 575003. Technical Bid cover should contain EMD with complete PART I of tender document and there should be no mention or indication of Price in Technical Bid Part. Price Bid should only contain properly filled in PART II of tender document. In case of Technical Bid part not containing EMD, Tender will be summarily rejected.**

Parties who have not executed at least one similar work of 80% of estimated cost, two works of 50% estimated cost or three works of 40% estimated cost satisfactorily during last seven years need not respond. Annual average turnover for last 3 financial years should not be less than 30% estimated cost of the estimated cost. Date shall be reckoned from the date of advertisement of the notice in newspapers or Bank's website.

Estimated Cost of Work	: ` 46.30 Lakhs
Earnest Money	: ` 46,300/- by crossed draft / bank Guarantee on a Bank Other than the clientele, dischargeable / payable at Mangaluru and drawn in favour of Bank of Baroda
Time of completion	: 90 days from the date of work order
Time and date of Submission of Tender	: <b>Before 4.00 P.M on 22.12.2022</b>
Pre Bid Meeting	: <b>On 12.12.2022 at 4.00 P.M. onwards</b>
Time and date of Opening of tender	: <b>AT 4.30 P.M. on 22.12.2022(Technical Bid Part only)</b>

Time and date of opening of Price Bid Part shall be intimated separately to Technically Qualified Tenderers.

Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

**BANK OF BARODA, ZONAL OFFICE, 2<sup>ND</sup> FLOOR,  
VIJAYA TOWERS, M.S.R.SHETTY ROAD,  
MANGALURU – 575003**

## INDEX SHEET

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TERRACE FLOOR ROOF TOP FOR TEMPORARY SHED AT BANK OF BARODA, ZONAL  
OFFICE, VIJAYA TOWERS, MSRS ROAD, MANGALORE - 575003

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**BRIEF TO TENDERERS**  
**BANK OF BARODA**

ZONAL OFFICE, 2ND FLOOR, VIJAYA TOWERS,  
MSRS ROAD, MANGALORE - 575003

NOTICE INVITING TENDER (DOMESTIC COMPETITIVE BIDDING)

**SUBJECT: SELECTION OF CONTRACTORS FOR CARRYING OUT PROPOSED CIVIL, PLUMBING AND SHEET ROOFING WORKS IN TERRACE FLOOR ROOF TOP FOR TEMPORARY SHED AT BANK OF BARODA, ZONAL OFFICE, VIJAYA TOWERS, MSRS ROAD, MANGALORE - 575003**

1. BANK OF BARODA is a corporate body constituted under the banking companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Mandvi, Baroda and the Corporate Office at C-26, G Block Bandra Kurla Complex, Bandra (E) Mumbai - 400 051.
2. BANK OF BARODA Zonal Office, Mangalore Zone invites sealed bids under **single stage two bid systems (Techno BID & Price Bid)** from competitive agencies with sound technical and financial capabilities fulfilling the qualifying requirements as stated below for Proposed Civil, Plumbing And Sheet Roofing Works In Terrace Floor Roof Top For Temporary Shed for its **BANK OF BARODA, ZONAL OFFICE 2ND FLOOR, VIJAYA TOWERS, MSRS ROAD, MANGALORE - 575003**
3. Brief scope of work involves carrying out the **Proposed Civil, Plumbing And Sheet Roofing Works In Terrace Floor Roof Top For Temporary Shed works viz: New Toilet Block, Laying of vitrified Tiles, Partitions, Roof Truss & Sheet works etc. and other allied & miscellaneous works.**
4. The salient features of the tender document are as follows:

Place in which work to be carried out	EMD in favour of	Earnest Money Deposit (EMD)	Process Period for Down-loading	Due Date & Time for Receipt of Bids
Premises at  BANK OF BARODA  ZONAL OFFICE, TERRACE FLOOR, VIJAYA TOWERS, MSRS ROAD, MANGALORE – 575003	Bank of Baroda, payable at  Mangalore	Rs. 46,300/-	01.12.2022 To  22.12.2022	4.00 P.M  on  22.12.2022

5. A set of tender documents (Non-Transferable) can be downloaded from the Bank of Baroda's web page [www.bankofbaroda.com](http://www.bankofbaroda.com) and bound along with the technical bid and price bid in separate sealed envelopes and shall be sealed and enclosed in a separate cover addressed to **THE GENERAL MANAGER, BANK OF BARODA, ZONAL OFFICE, 2<sup>ND</sup> FLOOR, VIJAYA TOWERS, MSRS ROAD, MANGALORE - 575003**

6. Sealed bids shall be addressed to **BANK OF BARODA, Zonal OFFICE, 2<sup>ND</sup> FLOOR, VIJAYA TOWERS, MSRS ROAD, MANGALORE – 575003**. Bids being delivered by hand shall be put in the separate tender box provided at the reception section. Technical Bid part shall be opened on **4.30 PM** on **22.12.2022**. The last date for submission of bids in the presence of authorized representatives of the attending bidders.
7. Qualification criteria agencies intending to participate shall fulfil the following requirements:

EXPERIENCE CRITERIA	FINANCIAL CRITERIA
Bidder should have satisfactorily completed similar jobs of single work order value not less than <b>Rs.37.04 Lakhs</b> or similar jobs of two work orders each not less than <b>Rs.23.15 Lakhs</b> or similar jobs of three work orders each not less than <b>Rs.18.52 Lakhs</b> Executed with in the last 7 years. Date shall be reckoned from the date of advertisement of the notice in newspapers or Bank’s website.	Annual turnover of <b>Rs.13.89 Lakhs</b> in last three financial years ending with 2021-2022, (Financial Year) (Up to March 2022) average.

8. Bidder shall furnish documentary evidence i.e., copies of previous work orders, completion certificates, audited balance sheets and profit & loss account statement in the first instance itself in support of their fulfilling the qualifying requirements. Bank reserves the right to complete the evaluation based on the details furnished in original bid without seeking any additional information.
9. **The above Items 7 & 8 are mandatory for Bidders participating for the first time. The first time Bidder should satisfy the above conditions without which their quote will not be accepted. The Bidders who are already in the Bank’s panel also should satisfy the above conditions without which their quote will not be accepted.**
10. Bank shall not be responsible for any expenses incurred by bidders in connection with the preparation and delivery of their bids, including expenses incurred during bidding.
11. Bids from consortium shall not be accepted. Telex / Telegraphic / Fax / Email bids shall not be accepted. Late/ Delay / post tenders shall be rejected and representative of such bidder shall not be allowed to attend the bid opening.
12. Bank reserves the right to reject any or all bids without assigning any reason at any point of time.
13. For clarifications contact

**a. Bank of Baroda Zonal Office**

**0824- 2413963, P&E Department**  
[pe.zomglr@bankofbaroda.co.in](mailto:pe.zomglr@bankofbaroda.co.in)

**b. M/s. Nirmaan (Architect) & VasuPrabha (Electrical Engineers)**

**Mobile: 9880243507 (Mr. Tejpal, Nirmaan)**  
**Mobile: 9448327344 (Mr.VasuPrabha)**

**FINANCIAL DETAILS**

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (Rs.)</b>
2021-2022	
2020-2021	
2019-2020	

**NOTE:**

1. Copies of audited balance sheets with profit & loss account statement for last 3 years are to be enclosed along with the bid.
  
2. All relevant pages of audited balance sheet / profit and loss account are to be flag marked and relevant figures highlighted for easy identification.

SIGNATURE OF BIDDER : \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

COMPANY SEAL : \_\_\_\_\_

## NOTICE INVITING TENDER

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Dear Sirs,

**Sub. Proposed Civil, Plumbing and Sheet Roofing Works in Terrace Floor Roof Top for Temporary Shed works for Bank of Baroda at Zonal Office 2nd Floor, Vijaya towers, MSRS, Mangalore – 575003**

Bank of Baroda invites tenders, in duplicate, for the aforesaid work.

Sealed tenders, in duplicate in the prescribed tender form, with EMD, should be submitted and addressed to Zonal Office, 2<sup>nd</sup> floor, Vijaya Towers, MSRS Road, Mangalore – 575003 not later than the date mentioned in the Index page. The Earnest Money Deposit of **Rs.46,300/- (Rupees Forty Six Thousand Three Hundred Only)** by Demand Draft or Banker's Cheque shall be submitted with the technical bid in separate sealed envelope.

Defect Liability and free maintenance period shall be **Twenty Four Calendar months** from the date of virtual completion of the works. This work may be inspected by Central Govt. Agencies or Inspectors of Bank. Any discrepancies found or any deviations taken observed from the tender specifications has to be rectified by the contractor at free of cost under supervision of Architect to the satisfaction of the bank and if any deduction is proposed than the same shall be recovered from the contractor or adjusted from amount due to contractor like retention money etc.

Validity of offer shall be 85 days from the date of opening of the tender.

Technical Pre-qualification will be based on the Mandatory Information and supporting documents submitted along with the tender documents as well as Architect / Consultant/Bank's scrutiny of the same and/or inspection of works carried out by the Tenderer. Bank reserves the right to accept or reject any tender without assigning any reason whatsoever at any point of time.

The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.

Thank you,

Yours truly,  
General Manager  
Bank of Baroda

Mangalore

**Date: 01.12.2022**



## NOTICE OF INVITATION TO TENDERER

Sealed tenders on item rate basis are invited from competent Contractors having sound, technical and financial capacity to do **Proposed Civil, Plumbing and Sheet Roofing Works in Terrace Floor Roof Top for Temporary Shed works for Bank of Baroda at Zonal Office 2nd Floor, Vijaya towers, MSRS, Mangalore – 575003**. Tender Documents can be downloaded free of cost till **22.12.2022** from the bank's web page.

Earnest Money Deposit : Rs. 46,300/- (Rupees Forty Six Thousand Three Hundred Only) by crossed pay order/ bankers' Cheque in favour of Bank of Baroda

90 (Ninety) Calendar Days (The project has to be completed in coordination with other contractors like Electrical, there shall be proper coordination among all contractors and work/project in Toto shall not suffer on account of unwanted delay at your end. Decision of bank and Architect shall be final in this regard and in case delay is beyond 7 days for interdependent works, Bank will make additional deduction of 0.5 % per week for such hindrances over and above Liquidated damages for non-completion of work in time. In case delay is more than 6 weeks for reasons not acceptable to bank, bank will have rights to cancel the order summarily without assigning any reasons what so ever)

Time of Completion :

Time and date of submission of tender : 04.00 PM on **22.12.2022** at Bank of Baroda, ZONAL OFFICE, 2<sup>nd</sup> floor, Vijaya Towers, MSRS Road, Mangalore - 575003

Time and date of opening of tender : 04.30 PM on **22.12.2022** at the same address where tender is submitted.

Liquidated Damages for delay : 1% OF THE TENDERED amount per week and part thereof for the delayed period subject to a maximum 10% of the Accepted contracted sum.

Defects liability period : **24 calendar months**.

Validity of the Tender : 85 calendar days from the date of opening of the tender.

GST, Sales Tax. IT. Octroi.

Levies etc.,

:

The rates quoted should be inclusive of all the applicable taxes including GST.

Transportation and Lifting

:

The rates quoted should include cost of Transportation, of materials Carting, wastages and lifting, for all leads, night Work etc.

Pre Bid Meeting

: On 12.12.2022 4.00 P.M. Onwards

Note:

The bank is not bound to accept the lowest tender & reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever at any point of time.

## INSTRUCTIONS TO TENDERERS

**Location:** The Premises is located in the Terrace floor, Zonal Office, Vijaya Towers, MSRS Road, Mangalore.

- 1.1 The works shall be carried out mostly during office hours and at nights without causing any inconvenience to the neighbours and other occupants of the other floor.
- 1.2 Tenderers must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting their tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.
- 1.3 The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

### 2.0 **Submission of Tender:**

- 2.1.1 Tender must be submitted in original to the Zonal office, 2<sup>nd</sup> Floor, Vijaya Towers, MSRS Road, Mangalore – 575003 and as per details given hereunder. The rates shall be filled in the Schedule given in, of the tender document.
- 2.1.2 In case of any queries, the Tenderer may In case of any queries, the Tenderer may contact Architect or P &E dept. on numbers already provided (email: [nirmaan\\_ane@rediffmail.com](mailto:nirmaan_ane@rediffmail.com), [pe.zomglr@bankofbaroda.com](mailto:pe.zomglr@bankofbaroda.com)).
- 2.2 The tender shall be submitted in two parts in separately sealed envelopes: The envelope containing the tender offer shall be duly super scribed with the above title.
- 2.4 The Tenderer is requested to quote strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations. However, deviations, if unavoidable, should be indicated separately indicating the specific page number and clause number against which the deviations are made. Wherever specifications of certain works are not available they shall be deemed to be done as per relevant I.S code.
- 2.5 Addenda to this tender document, if issued, must be signed and submitted along with the tender document.

### 2.6 **All pages to be initialled:**

All signatures in tender documents shall be dated and stamped. All pages of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

**2.7 Rates to be in figures and words:**

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

**2.8 Corrections and Erasures**

**No corrections and alterations in the entries of tender papers shall be permitted. If any they shall be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.**

2.9 The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender and shall be signed in /his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

2.10 When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.

**2.11 Witness:**

Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

**3.0 Information required along with tender:**

The following details are required to be submitted along with tender:

- a) List of Sub contractors to be employed.
- b) List of equipment proposed to be deployed for work.
- c) Site Organization chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.
- d) Power of Attorney in the name of persons who has signed the tender document.
- e) Programmed of work.
- f) Each Tenderer shall submit with his tender a list of large works of like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed. The Tenderer shall also submit along with his tender a list mentioning the names of manufacturers of specialized items.

4.0 Any printing or typographical errors/omission in tender document shall be referred to the Architect/Interior Designers appointed by the Bank and their interpretation regarding correction shall be final and binding on Contractor.

**5.0 Transfer of Tender Documents:**

Transfer of tender documents by one intending Tenderer to another is not permitted.

**6.0 Earnest Money:**

6.1 The Tenderer shall pay the amount of Earnest Money as mentioned in the Notice Inviting Tender, by Bank Demand Draft/Banker's Cheque payable to Bank of Baroda, at Mangalore. No interest on Earnest Money deposited by the Tenderer shall be allowed. No exemption will be allowed. The Tenderer should attach the bank draft/banker's Cheque along with the tender failing which the tender will not be considered. Bank Guarantee will not be accepted.

6.2 The Earnest Money of the unsuccessful Tenderers will be refunded within a reasonable period of time without any interest.

6.3.1 The Earnest Money deposited by the successful Tenderer shall be retained as part of Security Deposit.

6.3.2 The Security Deposit shall be forfeited if the Contractor fails to observe/breaches any terms and conditions of the Contract.

**7.0 Validity:**

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to 120 days from the date of opening of tender. The Tenderers shall not be entitled during the period of validity, without the consent in writing of Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

**8.0 Addendum:**

8.1 Addendum to the Tender document may be issued if required to clarify documents or to reflect modifications to the design or contract terms. Tenderer will submit the same along with his Tender. All addenda issued by the Architect/Interior Designer shall become part of Tender Documents. Addendum or removal if any shall only be released on bank's website as corrigendum and there shall be no newspaper publication for the same.

**9.0 Right to accept or reject tender:**

9.1 The acceptance of a tender will rest with the Bank who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons at any point of time. Bank also reserves the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected.

For this purpose Tenderer shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the Bank deciding to delete, alter or reduce the quantities specified in respect of the any item.

9.2 The work may be awarded to one or more agencies duly splitting the work at the entire discretion of the Bank and the Architect/Interior Designer. The quoted rates shall hold good for such an eventuality.

**10.0 Rates:**

10.1 The Bank is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, and all taxes including GST on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall the Bank be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc. INDIVIDUAL RATES QUOTED SHALL BE CONSIDERED FINAL FOR EACH ITEM, even if any variation is there in the amount, the final rates quoted against each specific items only will be considered. If any Items are mentioned without the rates, it shall be considered as that those particular items shall be done at Rs. 0/- as per the Tender specification and no additional amount shall be entertained for the same.

10.2 The rate quoted in the tender shall also include electric and water consumption charges for construction and erection. If power and water are available at the site, the Contractor shall have to make his own arrangements to obtain the connections from the available sources at his own expense and maintain an efficient service of electric light and power and water and shall pay for the services consumed and maintain the installations at his own cost. If no power and water are available at the site, the Contractor shall have to make his own arrangements to obtain power and water connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed.

10.3 The rate quoted in the tender by the contractor should include cost of 3 sets of 10" x 12" photographs done by a reputed professional photographer, of the completed work.

10.4 Contractor to include cost of pest control treatment of the entire site, including white ants, roaches, rodents for two year from date of virtual completion of the contract.

10.5 Contractor to coordinate and assist the Architect/Interior Designer in obtaining all statutory approvals including MMC, CFO and any other State and Central rules in force. Any expenses incurred in obtaining such approvals are deemed included in the rates quoted by the Contractors.

11 The entire interior work shall be guaranteed to be free from manufacturing defects, defective workmanship or materials and any defects that may appear within 24 months from the date of issue of completion certificate which in the opinion of the Bank/Consultants have arisen from bad manufacturing, workmanship or materials, shall upon intimation be made good by the Contractor at his own cost within the time specified. During the said period of 24 months the Contractor shall without any extra cost, carry out all routine and special maintenance of the

Interior and attend to difficulties and defects that may arise. The Tenderer / Contractors shall associate with him during the execution and free service period, the operation and maintenance staff of the Bank.

- 12 Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.
- 13 The Tenderer shall guarantee that the work shall conform to the detailed specifications.
- 14 Before handing over the interior, 2 copies shall be furnished to the Bank along with 2 sets of "as built" drawings of all the works done as executed by the contractor. In addition to hard copy of as built drawings, the contractor shall also supply a computer floppy containing these drawings in a digital form (done with AutoCAD - 2004 or above version) similarly the operation and maintenance manual etc. shall also be supplied in a floppy with suitable indexing format for easy retrieval and reference.
- 15 **Signing of the contract:**
  - a. The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period. The Bank reserves the right to forfeit the earnest money/ security deposit and cancel the contract.
  - b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the Bank and on acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from the Bank shall be mentioned by the Tenderer.
16. If so decided, the Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
17. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers.
18. The Bank reserves the right to reproduce partly or fully the items executed on site anywhere in the country premises and no copyright claims shall be made by any contractor of any description from the Bank.
19. The Bank has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.

Witness \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Tenderer

Address \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_

**FORM OF TENDER**

To

The General Manager,

Bank of Baroda,

Zonal Office,

2<sup>nd</sup> floor, Vijaya Towers,

MSRS Road, Mangalore - 575003

Dear Sirs,

**Ref: Proposed Civil, Plumbing and Sheet Roofing Works in Terrace Floor Roof Top for Temporary Shed works for Bank of Baroda, Zonal Office 2nd floor, Mangalore - 575003**

Having examined the plans, specifications and schedule of quantities prepared by your **Architect, M/s Nirmaan (Architect) and VasuPrabha (Electrical consultant)** and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.46,300/- (Rupees Forty Six Thousand Three Hundred Only)** by Demand Draft or Banker's Cheque drawn in favour of **Bank of Baroda, Payable at Mangalore** as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **Rs.46,300/- (Rupees Forty Six Thousand three Hundred Only)** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.

I/we agree to pay GST, Sales Tax, Service Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are levied and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender at any point of time. I/we further understand that Bank of Baroda may award Contracts for Interior to more than one Contractors and that I/we shall make no claims whatsoever if Bank of Baroda accept only a part of my/our tender. We unconditionally agree to Bank of Baroda's preconditions a stipulated in the tender documents.



I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Owner or the Architect / Consultants appointed by the Bank, during the course of the work, Bank reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the Bank from the payment receivable by me. Further I may also be barred from tendering in future for the Bank and its subsidiaries.

**I/we enclose demand draft/banker's Cheque for Rs.46,300/- ( Rupees Forty Six Thousand Three Hundred Only) towards Earnest Money deposit in envelope No. 1, in favour of Bank of Baroda, payable at Mangalore.**

I/we agree to keep our tender open for 85 days from the date of opening of envelope No. 2 i.e. (Technical bid).

I/we enclose herewith the completed tender documents duly signed in duplicate in envelope No. 3. (Commercial Bid).

I am also fully aware that the entire works may undergo for Intensive Examination by Bank's inspectors or governments inspecting officials and if any discrepancy is found, the same will be rectified by me at my cost and also Bank shall have liberty to recover and adjust the amount deductible for discrepancies from me or from amount payable to me like Security Deposit etc. As applicable.

Yours truly,

[To be signed by the Authorized Representative of Tenderer holding Power of Attorney]

Place:

Date

**FORM OF AGREEMENT**

**ARTICLES OF AGREEMENT** made this -----day of ----- Two Thousand Twenty Two between the Bank of Baroda, a corporate body constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its **Zonal Office at Bank of Baroda, Zonal Office, 2<sup>nd</sup> floor, Vijaya Towers, MSRS Road, Mangalore - 575003**. Represented by **The General Manager** (hereinafter referred to as the "OWNER/EMPLOYER") which expression shall include its successor/s and assignee/s of the ONE PART. AND

M/S.....having its registered office at ..... (Here in after referred to as the 'CONTRACTOR') which expression shall include its successor/s and assignee/s of the OTHER PART.

WHEREAS the Owner is desirous of executing the **Proposed Civil, Plumbing and Sheet Roofing Works in Terrace Floor Roof Top for Temporary Shed works for Bank of Baroda , Zonal Office, 2nd floor.** (hereinafter referred to as the 'works') in the alternate premises.

AND WHEREAS the Owner/Employer in order to effectively carry out the said works engaged **M/s. Nirmaan, Architects & Engineers, Bejai Church Road, Mangalore and M/s Vasu Prabha, Electrical Consultants, Shantinagara, Mangalore** (hereinafter referred to as The ARCHITECTS/CONSULTANTS) to prepare specifications, describing the works to be executed, to call for tenders from contractors for the job, to open tenders received at the office of the OWNER/EMPLOYER, to scrutinize and recommend to the Owner/Employer the name or names of the Contractor or Contractors so recommended after having the approval and acceptance thereof from the Owner/Employer.

AND WHEREAS the Owner/Employer has caused the specifications, priced schedule of quantities of said works as per General Conditions of Contract, Special Conditions, Additional Condition and Instructions to the Tenderer prepared with the assistance of the said Architects/Consultants subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for renovation of the said works has been approved and accepted for a sum of Rs. \_\_\_\_\_ By the Owner.

AND WHEREAS the contractor has deposited with the owner Rs ..... as security deposit for the due performance of the Agreement.

AND WHEREAS the said Architects/Consultants has issued work order thereafter to the Contractor.

AND WHEREAS the relevant drawings inclusive of the Specifications, Priced Schedule Of Quantities, General Conditions Of Contract, Special Conditions, Additional Conditions and Instructions to the Tenderers including all other conditions as mentioned in the tender document and all correspondence

exchanged by or between the parties from the date of submission of the tender till the award of the work, both letters inclusive (hereinafter collectively referred to as 'the said conditions') have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

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

1. In consideration of the said contract payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works and such further instructions as may be furnished to the contractor by the owner/ employer through the architects /consultants as described in the said specifications and the said priced Schedule of Quantities.
2. The payment to the contractor will be made at the time and in the manner specified in the conditions of contract.
3. The term the 'Architects/Consultants' in the said conditions shall mean the said M/s. Nirmaan, Architects & Engineers, Bejai Church Road, Mangalore and M/s Vasu Prabha, Electrical Consultants, Shantinagara, Mangalore or in the event of the said Architect /Consultants ceasing to be the Architect /Consultants for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Owner/Employer, provided always that no person subsequently appointed to be the Architect /Consultants under this contract shall be entitled to disregard or over rule any decision or direction or approval given or expressed in writing by the Outgoing Architect /Consultants for the time being if the same had been done under instruction from the owner/ Employer.
4. The agreement and documents are mentioned above shall form the part of this contract and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
5. This contract is neither a fixed lump sum contract nor a piecework contract to carry out the work in respect to Proposed Civil, Plumbing and Sheet Roofing Works in Terrace Floor Roof Top for Temporary Shed works for Bank of Baroda,Zonal Office 2nd floor, Vijaya Towers, MSRS Road, Mangalore - 575003 and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner / Employer through the Architect / Consultants or other Architect / Consultants as the case may be even though the said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities described and to be paid for according to the actual measured qualities at the rates contained in the Schedule of rates and probable quantities or as provided in the said conditions.
6. Not with standing what are stated in the general conditions and instructions to the tenderer and hereinbefore stated, the Owner / Employer through the Architect / Consultants reserves to

himself the right to alter the nature of the work and of adding to or omitting any items of works from the contract or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.

7. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within the fourteen days from the date of issue of formal work order whichever is later as provided for in the said conditions and to complete the entire work within the stipulated time subject nevertheless to the provisions of extension of time.
8. Any dispute arising under the agreement between the parties hereto shall be referred for adjudication to a sole arbitrator in the manner and in terms of the provisions as laid down in the General Conditions of Contract. The award of the arbitrator shall be final and binding on both the parties.
9. All disputes arising out of or in any way connected with this agreement shall be deemed at - Mangalore and Courts in Mangalore shall have jurisdiction to determine the same.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.

In witness whereof the Employer and the Contractor have set their respective hands to these presents through their authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

SIGNED by the said  
Owner / Employer

\_\_\_\_\_

In the presence of:

(1). Signature  
Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2). Signature  
Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED by the said  
Contractor

\_\_\_\_\_

In the presence of:

(1). Signature  
Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2). Signature  
Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Pre-qualification of Contractors (PQ)**

The pre-qualification criterion is a yardstick to allow or disallow the firms to participate in the bids. Contractor shall have experience of having successfully completed similar works during last 7 years should be either of the

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.  
Or
- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.  
Or
- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Date shall be reckoned from the date of advertisement of the notice in newspapers or Bank's website.

Financial status:

Annual average turnover of last three financial years should be minimum 30% of estimated cost of the proposed project.

Confidential report of the various works conforming the satisfactory performance/credential verification of contractors which is carried out by the contractors with other institution is required. Performance of the contractors can be reviewed through this confidential report which is obtained in closed envelope from principal employer of contractors. In case of emergency, committee may visit the successfully completed site to review the performance of the contractor or may enquire with the respective agencies on phone directly and note down the same.

Performance of the contractor based on two major parameters:

- a. Accepted tender value and actual cost of work
- b. Time for execution work and actual time taken.

### **Delinquencies of Contractors:**

Procedures for Dealing with Delinquencies / Defaults / Misconduct / Misdemeanors of Tenderers / Contractors

The undernoted delinquencies / defaults / misconduct / misdemeanors on the part of tenderer or enlisted contractor will attract disciplinary action.

- i. Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii. Non-submission of the fresh / latest income tax clearance certificate.
- iii. Irregular tendering practice.
- iv. Submission of tender containing far too many arithmetical errors and freak rates.
- v. Revoking a tender without any valid reasons.
- vi. Tardiness in commencing work.
- vii. Poor organization at site, and lack of his personal supervision.
- viii. Ignoring Bank's notices for replacement / rectification of rejected materials, workmanship etc.
- ix. Violating any of the important conditions of contract i.e., site facilities, insurance, labour laws, ban on subletting etc.
- x. Lack of promptitude and co-operation in measurement of work and settlement of final account,
- xi. Non-submission of vouchers and proofs in purchase etc.
- xii. Tendency towards putting up false and untenable claims.

- xiii. Tendency towards suspension of work for frivolous reasons.
- xiv. Bad treatment of labour.
- xv. Bad treatment of sub-contractors (piece workers)
- xvi. Lack of co-operation with nominated contractors or Bank's labour
- xvii. Contractor becoming bankrupt or insolvent.
- xviii. Contractor's conviction by a Court of Law.
- xix. Failure to satisfactorily rectify defects during Defects Liability Period (DLP) and discovery of latent defects in contractor's work after the expiry of DLP of his contract.

## **1. GENERAL CONDITIONS OF CONTRACT**

**1.1.** In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

**1.2.** "Bank" shall mean "**Bank of Baroda**" with its Zonal Office, 2nd Floor, Vijaya Towers, MSRS Road, Mangalore – 575003 and shall include his/their heirs, legal representatives, assignees and successors.

**1.3.** The "**Architect / Consultant**" shall mean **M/s. Nirmaan and M/s VasuPrabha**, having their office at **Bejai Church Road, Mangalore** appointed by Bank for the said works. Tel: 9880243507 (Nirmaan) and Tel: 9448327344 (VasuPrabha)

**1.4.** "**Contractor**" / "**Contractors**" shall mean the person or the persons, firm or company whose tender has been accepted by the Bank and shall include his/their heirs, and legal representatives, the permitted assigns and successors.

**1.5.** "**This Contract**" - Shall mean the Articles of Agreement, the conditions, the Appendix, the Schedule of Quantities and specifications etc. attached hereto and duly signed.

**1.6.** "**Site**" - Shall mean the site of the contracted works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.

**1.7.** "**Works**" shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract

**1.8.** "**Contract Documents**" shall include the notice inviting Tenders, the Articles of Agreements, the General Conditions of Contract, the special conditions of contract, the Appendices, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements, and drawings pertaining to the work etc. All sections of this Contract Document are to be read together. Further such correspondence between the Bank / Architect / Consultant and Contractors as admitted by the Bank before award of work and thereafter shall also form part of contract documents.

**1.9.** "**Drawings**" shall mean the drawings referred to in the specifications, description of items etc. and any modifications of such drawings approved in writing by the Architect / Consultant and such other drawings as may from time to time be furnished or approved in writing by the **Architect / Consultant**.

**1.10. "Notice in Writing"** or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank or **Architect / Consultant** (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the contractors or by e-mail and shall be deemed to have been received by them when in the ordinary course of post or by e-mail it would have been delivered.

**1.11. "Act of Insolvency"** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.

**1.12. "Virtual Completion"** shall mean that the works are in the opinion of the **Architect / Consultant** complete or fit for occupation.

**1.13.** Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires.

**1.14.** Headings and marginal notes to these conditions shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

**1.15. "Net Prices"** - If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost Items and Provisional sum of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

## **2. SCOPE OF CONTRACT:**

**2.1.** The contract comprises of the construction, completion and maintenance of the works, provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance.

**2.2.** The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the **Architect / Consultant/Bank**. The **Architect / Consultant** may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "**instructions**". These instructions shall be reflected either in the minutes or in any other form when Bank's approval/ consent is obtained in regard to:

2.2.1. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

2.2.2. Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.

2.2.3. The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.

2.2.4. The removal and/or re-execution of any works executed by the Contractor.

2.2.5. The postponement of any work to be executed under the provisions of this Contract.

2.2.6. The dismissal from the works of any person employed thereupon.

2.2.7. The opening up for inspection of any work covered up.

2.2.8. The amending and making good of any defects.

2.2.9. Co-ordination of work with other agencies appointed by the Bank for due fulfilment of the total work.

2.2.10. The Bank shall have a right to delete any item of work from the scope of contract at any point of time and contractor shall not make any extra claim on this account.

2.2.11. The Contractor shall forthwith comply with and duly execute any work contained in **Architect / Consultants** instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the **Architect / Consultant** shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the **Architect / Consultant**, such shall be deemed to be the **Architect / Consultant's** instructions within the scope of the contract.

2.2.12. If Compliance with the **Architect / Consultant's** instructions involves any variation, the Bank shall pay the Contractor on the Architect's certificate the price of the said work (As an extra to be valued by the Architect as hereinafter provided). However, the same shall have initial approval from Competent Authority of Bank.

2.2.13. If the Contractor fails to comply with the **Architect / Consultant's** instructions within a fortnight after the receipt of written notice from the **Architect / Consultant** requiring compliance with such instructions, the Bank through the **Architect / Consultant** may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions

2.2.14. For the purpose of entering day-to-day instructions by the **Architect / Consultant**, the Contractor shall maintain at his own cost, a "Site Instruction Book" in quadruplicate in which the instructions shall be entered by **Architect / Consultant**.

2.2.15. 'Instruction' to the Contractor shall be generally issued through **Architect / Consultant**. However Architect / Consultant or Bank for the sake of urgency as a result of inspection may issue instructions directly.

### **3. GENERAL OBLIGATIONS**

#### **3.1. CONTRACT:**

The contractor shall enter into and execute a contract in the form annexed hereto within the line specified in the letter of intent and in default thereof the earnest money paid by the contractor shall be forfeited and acceptance of this tender shall be considered as withdrawn. The cost of the stamp of the agreement is to be borne and paid by the contractor.

#### **3.2. TOTAL SECURITY DEPOSIT:**



Total Security Deposit shall comprise:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

### 3.2.1. EARNEST MONEY DEPOSIT:

- a) The Tenderer shall deposit an amount of **Rs.46,300/- (Rupees Forty Six Thousand three Hundred Only)** in the form of Demand Draft or Banker's cheque drawn in favour of **Bank of Baroda, Payable at Mangalore**, at the time of submission of tender as Earnest Money.
- b) No tender shall be considered unless the Earnest Money is so deposited. No Interest shall be paid on this Earnest Money Deposit. No exemption will be allowed
- c) The Earnest Money of an unsuccessful Tenderer will be refunded, without any interest, soon after the decision to award the work is taken.
- d) The Earnest Money Deposit shall stand absolutely forfeited if the Tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Bank, or if, after the tender is accepted, the Contractor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time limit.

### 3.2.2. SECURITY DEPOSIT:

- a) The successful Tenderer to whom the Contract is awarded shall deposit as initial security deposit in cash /by Bank Draft/Bank Guarantee a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money deposited by him.
- b) The successful Tenderer shall pay security deposit within 7 (Seven) days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.
- c) The security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.
- d) On virtual completion of the job and on the Contractor's submitting to the **Architect / Consultant** the "As built" drawings, the **Architect / Consultant** shall declare the job to be virtually complete and issue a certificate to this effect. Upon acceptance by Bank of such certificate, Security Deposit will be refunded after adjusting any dues recoverable from the contractors.

### 3.2.3. RETENTION MONEY:

- a) In addition to the Initial Security Deposit, retention money shall be deducted from running account bills at 10% of gross value of certified work.
- b) If the Contractors do not carry out the rectification work during the Defects Liability Period of 24 months, the Banks shall have the right to get such defective work rectified after giving due notice in writing to the Contractors and recover the cost of repairs from the monies so retained.
- c) The 10% retention amount will be released upon completion of 2 (Two) calendar years from the date of acceptance of Virtual Completion within 15 days after adjusting all dues if any from the contractor upon issuance of certificate and recommendation by Architect of having rectified all defects and now there are no defects in works.

### **3.3. ACCESS TO WORKS:**

The **Architect / Consultant / Bank** and any person authorised by them shall at all reasonable times have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the **Architect / Consultant / Bank** and their representatives for inspection and examination and test of the materials and workmanship. No person unless authorised by the **Architect / Consultant** or the **Bank**, except the Representatives of Statutory Public Authorities authorised by the Bank, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the Contractor shall obtain the written permission of the **Architect / Consultant / Bank** for doing so.

### **3.4. TENDERER TO VISIT SITE:**

**Each Tenderer must before submitting his tender visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the quotations.**

### **3.5. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:**

3.5.1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.

3.5.2. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of work/items/quantities or in Bills of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.

3.5.3. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

### **3.6. INSPECTION OF DRAWINGS:**

Before filling in the Tender, the Tenderer will have to check up all Drawings and Schedule of Quantities, and will have to get an immediate clarification from the **Architect / Consultant** on any point that he feels is vague or uncertain. No claim for damages or compensation will be entertained on this account

### **3.7. INTERPRETATION OF CONTRACT DOCUMENTS**

3.7.1. The various sections of tender / contract documents are intended to be complementary to one another.

3.7.2. In case of a discrepancy in the description of a subject between different sections, the following guidelines shall generally apply.

3.7.3. Special Conditions of Contract shall override General Conditions of Contract.

3.7.4. Special specifications shall override General specifications.

3.7.5. For the sole purpose of determination of rates and prices, the Schedule of Quantities including its Preamble shall override Specifications and drawings.

3.7.6. Detailed drawings shall override General layout drawings.

3.7.7. Hard copies of the drawings shall override Softcopies.

3.7.8. Irrespective of these general guidelines the Contractor shall bring any discrepancy he notices immediately to the attention of the **Architect / Consultant** and shall follow **Architect / Consultant's** instructions accordingly.

#### **4. QUALITY CONTROL**

##### **4.1. QUALITY ASSURANCE:**

The contractor shall prepare a detailed quality assurance programme to control activities connected with the work to ensure a quality job at various stages

- Planning
- Execution
- Completion
- Post Completion Maintenance
- 

##### **4.2. DRAWINGS AND SPECIFICATIONS:**

4.2.1. The Work shall be carried out to the entire satisfaction of the Bank / **Architect / Consultant** and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the **Architect / Consultant** and in accordance with such written instructions, directions and explanations as may from time to time be given by the **Bank / Architect / Consultant** whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

4.2.2. No drawing shall be taken as in itself an order for execution unless, in addition to the **Architect / Consultants** signature, it bears express words stating remark "FOR CONSTRUCTION".

4.2.3. Three complete sets of the signed Drawings and Specifications and Schedule of Quantities shall be furnished by the **Architect / Consultant** to the Contractor. Such copies shall be kept on the works, and the **Architect / Consultant** or his Representatives shall at all reasonable time have access to the same.

4.2.4. All drawings and specifications shall be returned to the **Architect / Consultant** by the Contractor before the issue of the final certificates. The original copy of contract shall remain in the custody of the **Bank** and shall be produced by him at his office as and when required.

4.2.5. Any additional prints of drawings if any, required by the contractor will be supplied by the **Architect / Consultant** on the payment of charges as stipulated in clause 4.2.8.

4.2.6. Over and above, Soft Copies of the drawings will be issued by the Architect / Consultant if requested by the Contractor. Necessary protection will be used by the Architect / Consultant to prevent wilful editing of such softcopies of the drawings by the contractors. In case of any dispute on between Contractor and Architect Consultant on sanctity of such drawings, hard copies issued by the Architects/Consultants shall prevail and by binding on both the parties.

#### 4.2.7. DIMENSIONS:

Figured dimensions are in all cases to be followed and in no case should they be scaled. Large-scale details take precedence over small-scale drawings, in case of the discrepancy; the Contractor is to ask for an explanation before proceeding with the work.

#### 4.2.8. ISSUE OF EXTRA CONSTRUCTION DRAWINGS:

a) **Architect / Consultant** will supply three sets of drawings to the Contractor for construction. Extra prints of drawings for construction will be issued on chargeable basis by **Architect / Consultant** as detailed hereunder:

- i) A0-Size Rs. 200.00 each
- ii) A1-Size Rs. 100.00 each
- iii) A2-Size Rs. 75.00 each
- iv) A3-Size Rs. 50.00 each
- v) A4-Size Rs. 25.00 each

b) The Contractor shall ensure that all the bills furnished by the **Architect / Consultant's** Office in this regard are honoured, failing which the certificate for payment of Contractor's next Interim Bills will be withheld. The drawings are to be used only for the project concerned.

#### 4.2.9. CONSTRUCTION DRAWINGS:

a) The successful Tenderer shall state, on receiving the Letter of Intent, what drawings are yet to be issued by the Architect / Consultant for construction purposes and what further details are required by him from the Architect / Consultant. Silence on the part of the successful Tenderer in this regard will be construed to mean that he has all the information that he needs for ordering out materials and for contractual purposes. Unless specifically asked for in writing, delays later claimed by the successful Tenderer on account of drawings will not be construed as reason for delay in the execution of the work.

b) Apart from clarifications sought during the periodic visits to site by the **Architect / Consultant's** representative, the successful Tenderer shall obtain all clarifications on the **Architect / Consultant's** drawings from their office.

c) Extra/Variations not registered within 2 weeks on receipt of drawings will not be entertained.

#### 4.2.10. SHOP DRAWINGS AND TECHNICAL DATA

The Contractor shall submit, in triplicate within mobilization period on receipt of acceptance of the tender, detailed shop drawings, and specifications showing the complete details of all relevant works required to be done by Bank of Baroda in connection with the Interiors. He will be held responsible for any discrepancies, errors, and omissions in the drawings or particulars submitted by him even if these have been approved by the **Architect / Consultant**. Any delay in submitting shop drawings shall be the Contractor's responsibility and shall be to his account.

#### 4.2.11. COMPLETION DRAWINGS/ACCEPTANCE OF INSTALLATIONS:

- a) The Contractor shall submit the required guarantees for the works in approved formats as well as performance guarantees for those items of works for which such guarantees are required.
- b) Before handing over the interiors, 3 copies of maintenance manual for major items shall be furnished to the Bank along with 3 sets of "as built" drawings of all the works done as executed by the contractor.
- c) In addition to hard copy of as built drawings, the contractor shall also supply soft copies of these drawings in Auto CAD – 2004 or latest version format similarly the maintenance manual etc. shall also be supplied in soft form with suitable indexing format for easy retrieval and reference.

#### 4.2.12. TECHNICAL DATA:

Technical Data of relevant items shall be furnished as required

#### 4.2.13. ACTION WHERE THERE IS NO SPECIFICATION:

In the case of any class of work for which there is no Specifications mentioned, the same shall be carried out in accordance with the Indian Standard Specifications subject to the approval of the **Architect / Consultant**.

#### 4.3. EXTENT OF CONTRACT:

Items executed shall be complete in all respect with accessories, fittings as required though they may not have been specifically mentioned in the technical specification. All similar standard components/parts of similar items shall be inter-changeable.

#### 4.4. MATERIALS & WORKS

##### 4.4.1. APPROVAL OF SUPPLIERS:

For all supplies, the names of manufacturers/brands have to be got approved by the **Architect / Consultant** from the Bank after getting the respective samples first approved by the **Architect / Consultant** as the case may be. All materials will be of tested quality and as per relevant Indian Standards. In addition to the Test Certificates, mandatory tests will also be done on them by the **Architect / Consultant** at an approved laboratory at the cost of the contractor immediately as well as at regular frequency laid down in the relevant Indian Standards.

##### 4.4.2. MATERIALS SUPPLIED BY THE BANK:

If the Bank supplies any materials, the Contractor must satisfy himself that the same conform to the Specifications. If the Contractor has any complaint, about the said materials, or the quality thereof the Contractor before using the said materials inform in writing all their objections to the Bank. Should the Contractor fail to do so, he will be deemed to have satisfied himself as to the quality and the suitability of the said materials for being used in the Contract works and the Contractor will be in the same position as if the Contractor himself had purchased the said materials.

#### 4.4.3. MATERIALS AND WORKMANSHIP TO CONFIRM TO DESCRIPTION:

a) All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the **Architect / Consultants** instructions and / or any test of all materials, which the contract provides for, and **Architect / Consultant** may require. The Contractor shall submit the samples of various materials, to **Architect / Consultant / Bank** for approval. Further, the contractor shall upon the request of Architect furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials which the Architect may require.

b) If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the Bank his grounds for his contention, and thereupon the **Architect / Consultant / Bank** shall verify the same and if required issue necessary clearances and/or instruction in writing.

### 5. VARIATIONS

#### 5.1. VARIATIONS NOT TO VITIATE CONTRACT:

5.1.1. The Contractor shall when directed in writing by the **Architect / Consultant** to omit from or vary any works shown upon the drawings or described in the specifications or included in the priced Schedule of Quantities, carry out such directions but the Contractor shall not make any alterations in the provisions of the Contract without such authorization or direction in writing from the **Architect / Consultant / Bank**.

5.1.2. No claim for any extra work executed shall be allowed unless it shall have been executed by the authority of the **Architect / Consultant/Bank** as herein mentioned. No variation, i.e. additions, omissions or substitutions shall vitiate the Contract

5.1.3. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause "Authorities, Notices, Patent Rights and Royalties", or by the authorities, directions in writing of the **Architect / Consultant / Bank** as herein mentioned.

5.1.4. The rate of items not included in the Bill of Quantities shall be settled by the **Architect / Consultant / Bank** in accordance with the provisions of relevant clauses for variations.

#### 5.2. VARIATIONS TO BE APPROVED BY THE BANK

5.2.1. Notwithstanding anything herein contained the rates for such extra/variation items shall be derived as far as possible from like items in the tender, adding/subtracting cost for such variations from like items.

5.2.2. In the event of such extra/variation items totally differ in specification/character/nature, rates for such items will be worked out based on prevailing market rates for the ingredients that go into making such of items and finalized by the **Architect / Consultant** in consultation with the **Bank**.

### **5.3. DEFECTS**

#### **5.3.1. DEFECTS AFTER COMPLETION:**

Any defect in work and materials or due to unsound installation or other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" stated in the **Appendix to General Conditions of Contract** hereto or if none stated, then for a period of twenty four months (24 months) after the Virtual Completion of the work, arising in the opinion of the **Architect / Consultant / Bank** from materials or workmanship not being in accordance with the Contract, shall upon the directions and writing of the **Architect / Consultant / Bank**, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, the **Architect / Consultant** in consultation with the Bank shall decide that he ought to be paid for such amending and making good and in case of default the Bank may employ and pay other persons to correct the faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank upon the **Architect / Consultant's certificate** in writing from the amount retained with the Bank vide relevant Clause for "Certificate and Payment" or any money due or that may become due to the Contractor or the Bank may in lieu of such amending and making good by the Contractor, deduct from such money a sum, to be determined by the **Architect / Consultant**, equivalent to the cost of amending such works, and in the event the said amount retained under relevant clause For "Certificate and Payment" and/or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

#### **a) ACCESS FOR INSPECTION:**

The Contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, ladders, gangways etc. and the necessary attendants to move and adapt the same as directed for the inspection or measurement of the works by the Bank/ **Architect / Consultant / Bank** or their representatives.

#### **5.3.3. TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES: (to be carried out at the sole discretion of Architect / Consultant / Bank as per need if any)**

a) The Contractor shall arrange to test materials and/or portions of the works as instructed by **Architect / Consultant / Bank** at their discretion to specifications/ ISI standards at his own cost, in order to provide their soundness and efficiency. If after any such test, the work or portions of the works are found to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost.

b) Samples of various materials shall be submitted by the Contractor for approval prior to ordering out the same. Wherever necessary the Contractor shall, at his own cost, prepare samples to indicate the workmanship.

#### **5.3.4. TEST DATA**

All the materials shall be tested jointly with the Bank / Architect / Consultant as required by the various sections of the specification and Test Data shall be furnished as required.

### **6. COST CONTROL**

#### **6.1. QUANTITIES**

#### 6.1.1. SCHEDULE OF QUANTITIES:

a) The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the **Architect / Consultant**, and shall be considered to be approximate and no liability shall attach to the **Architect / Consultant / Bank** for any error that may be discovered therein.

#### 6.1.2. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

a) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

b) The Contractor shall check all the interior drawings and details prepared by the **Architect / Consultant** and report errors if any in the drawings or details.

#### 6.1.3. ERRORS IN SCHEDULE OF QUANTITIES:

a) Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified, and such rectification shall not vitiate the Contract but shall constitute a variation of the Contract and shall be dealt with as an authorized extra or deduction

#### 6.1.4. Prime cost & Provisional sums:

a) Where "Prime cost"(p.c.) prices or provisional sums of moneys are provided for any goods or work in the specification / Schedule of Quantities the same amount will be exclusive of any profit, carriage and fixing which the contractor may require.

All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturers or firms at the discretion of the Architect of the Bank and the Bank reserves to himself the right of paying direct for any such good or Work and deducting the said prices and sums from the amount of contract. Should any good or work for which prime cost prices or provisional sums are provided or portions of the same be not required, such prices or sums, together with the profits allowed for the same and such additional amounts as the contractor may have allowed for carriage and packing will be deducted in full from the contract, whether the goods be ordered by the contractor or otherwise, the contractor shall at his own cost fix the same if called upon to do so and the contractor shall also receive and sing for such goods and be responsible for their safe custody from the date of their delivery upon the works.

b) In cases in which the provisional quantities of materials are contained in the contract, the contractor shall provide such material to such amounts or to greater or less amounts as the Architect shall direct in writing as the net rates at which he shall have priced such items in his schedule of Quantities, should however any such items be entirely omitted, which omission shall be at the Architect's discretion, no profit or such items shall be allowed to the contractor.

c) No prime costs sum or sums (or any portion thereof) shall be included in any certificate for payment to the contractor until the receipted accounts relating to them have been produced by the contractor to the Architect. Such accounts shall show all discounts provided always that should the contractor in lieu of producing such receipted accounts request the Architect in writing to issue a Certificate on the Bank for such sum or sums due either on account in settlement to a sub-contractor direct, the architect shall, upon satisfying himself that the



sub-contractor is entitled to the same, so issue the certificate, and such sum or sums shall be deducted from the amount of the contractor at the settlement of accounts and any profit or further sum which the contractor is property entitled in respect of such sub-contract, and which is in conformity with the terms of the contract, shall be allowed to the contractor at the settlement of accounts as though the amount of such certificate to the sub-contractor had been included in a certificate drawn in favour of the contractor.

- e) If the Contractor neither produces the receipt nor gives authority to the Architect to issue a certificate in favour of such sub-contractor directly, the Architect shall, upon giving the contractor seven days' notice in writing of his intentions to do so, issue to the Sub-contractor such Certificate directly on the Bank and obtain the receipt from the Sub-contractor, which receipt shall be deemed a discharge for the amount of such certificate as though given by the Contractor. In the event of such default on the part of the Contractor, he shall not be allowed any profit he may have added in the Schedule of Quantities upon such Such-contract.
- f) The exercise of the option before referred to by the contractor and the issue of certificate as before described to Sub-contractors upon the Contractor's request on the issue to sub-contractor direct of certificate by the Architect shall not, however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or in completed work or the Sub-contractor for which he may be liable under the terms of the contract.
- g) If any provisional items are provided for work of a nature usually carried out by the contractor in the ordinary course of his business, the Bank shall give the contractor an opportunity of Tendering for the same without prejudice to the Bank's right to reject the lowest or any Tender.

## **6.2. VARIATIONS**

### **6.2.1. EXTRA ITEMS / DEVIATIONS:**

- a) The Contractor shall not commence work in respect of any extra items/deviations without obtaining the approval of the **Architect / Consultant / Bank** in writing. The Contractor shall immediately submit the rate analysis for such item, with necessary details to support the rate quoted. The rate shall then be settled by the **Architect / Consultant / Bank** and necessary certificate based on this shall be given to Bank while incorporating the item in the Interim Bills.
- b) Claims for extra/deviated items shall be submitted in the as per specimen copies of Proforma included in this tender document that indicate authority/order for such items.

### **6.2.2. SCHEDULE OF QUANTITIES - VARIATION IN TENDER QUANTITIES**

Quantities in this tender are subject to variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.

### **6.2.3. PRICES FOR EXTRAS ETC. - ASCERTAINMENT THEREOF:**

- a) Should it be found from measurements taken in accordance with the clause on "Measurement of works" that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and/or that any variation is made from the Tender schedule of items by operating Additional items called "Extra Items" or "Substitute Items" in substitution of some Tendered items, the rate and valuation thereof, of such items unless previously or otherwise agreed upon, shall be made in accordance with the following rules: -

- b) The net rate or prices in the original Tender shall determine the **valuation of the extra quantities** where extra quantities for any item are of similar character and executed under similar conditions as the work priced therein. In other words variation in quantities shall be measured and paid at quoted price only.
- c) The net rate or prices in the original Tender shall determine the **rate for the items altered**, provided if omissions / additions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (b) hereof.
- d) For extra items/Substitute items where the description of items is different from that of any Tendered item, the following method shall hold good.
- e) Where the extra item works are not of similar character and/or executed under condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount or the whole of the Contract works or to be any part thereof shall be such that in the opinion of the **Architect / Consultant** the net rate or price contained in the priced Schedule of Quantities or Tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the **Architect / Consultant** shall fix such other rate or price as in the circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved plus fifteen percent (15%) towards Contractor's overheads and profits, which shall be final and binding on the Contractor.
- f) The measurement and valuation in respect of the Contractor shall be completed within the "period of Final Measurement" or within three months of the completion of the Contract works as defined under Clause for "Certificate of Virtual Completion".
- g) The Contractor shall submit the claims for Deviated items and Extra items as per proforma annexed hereto.

### 6.3. MEASUREMENTS

#### 6.3.1. MEASUREMENT OF WORKS:

- a) The **Architect / Consultant** shall from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the **Architect / Consultant's representative** in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.
- b) Should the Contractor omit to attend or neglect or omit to send such agent, then the measurements taken by the **Architect / Consultant** or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements specified in the Contract documents and, where no mode is specified, as per the latest edition of relevant I.S. Codes.
- c) A certain percentage of measurements will be checked/test checked by the Bank as the case may be for each trade, and for this the contractor has to render all necessary assistance and co-operation.

- d) The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.
- e) All authorized extra works; omissions and all variations made without the **Architect / Consultant's** knowledge, but if subsequently sanctioned by the Bank in writing, shall be included in such measurements.

### 6.3.2. MODE OF MEASUREMENT

- a) The mode of measurement for this contract shall be on item rate basis and shall include all quantities specified in the Schedule of Quantities of this tender/ contract. It shall be further deemed that all variations and deviations if specifically agreed to in writing shall also form part of this tender/ contract and shall be subject to measurements. All payments released to the Contractor shall be subject to verification of quantities on the basis of mode of measurements herein stated.
- b) If the mode of measurement for any or all item is not specified in the contract, latest relevant IS. Code will prevail.
- c) The Contractor shall give due notice to the Bank/ **Architect / Consultant** in writing whenever any work is to be concealed or made inaccessible, in order that the work may be inspected and correct measurements are recorded before such concealment, in default whereof the same shall be at the option of the **Architect / Consultant / Bank** to either open up for measurement at the Contractor's expense or no allowance shall be made for such work.

### 6.4. PAYMENTS & CERTIFICATION

#### 6.4.1. CERTIFICATE & PAYMENT:

- a) The Contractor shall be entitled for periodic Interim Certificates for work done of a minimum value as specified in Appendix hereto to be issued by the **Architect / Consultant** to the Contractor, and within stipulated number of days for ad hoc payment (if allowed) and for full settlement of the bill as indicated in appendix to General Condition of Contract hereto, subject to work being executed in accordance with this Contract and reasonable scrutiny by the Bank. The Retention at the given percentage rate of the value of certified work as indicated in the appendix subject to the specified limit shall be deducted from running bills. The Contractor shall be entitled under the Certificate to be issued by the **Architect / Consultant**, to receive payment of 100% security amount (2% of the contract amount collected on award of the contract) after virtual completion and the retention amount at the end of the defects liability period, provided the defects are made good, according to the true intent and meaning hereof after due completion of work. Should any decorative works or painting be deferred on the Instruction of the **Architect / Consultant** under the relevant "Clause for "Suspension of Works", payments for such decorative work or painting shall be made up to the stipulated percentage on completion and the balance at the expiration of 6 months from that date, Provided always that the issue by the **Architect / Consultant** of any certificate during the progress of the works or after their completion shall not have effect as a Certificate of satisfaction or relieve the Contractor from his liability under the clause "Defects after Completion" and within the extent and period provided by the Statute of Limitations.
- b) The **Architect / Consultant** shall have the powers to withhold any Certificate if the works or any part thereof is not carried out to his satisfaction.
- c) The **Architect / Consultant** may by any Certificate make any correction in any previous certificates, which shall have been issued by him. In the event if it comes to the Bank's notice any omission or corrections required in bill certified by **Architect / Consultant**, the Bank shall effect

necessary corrections and the contractor shall be bound to accept the same. This certificate is particularly essential for settlement and payment of the Final Bill.

- d) The Contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with **Architect / Consultant** at site in a register and showing the register to **Architect / Consultant**. This is not only to regulate the correctness of the quantity but also to facilitate expeditious clearing of the bills. The bills shall be submitted in the following proforma.

As per Tender				Previous Bills	Up-to-Date Bills		Remarks
Tender Item No.	Brief Description	Qty Unit	Rate/unit	Qty Unit	Qty Unit	Amt. Rs. /Unit	

**Note:** If any part/reduced rate is proposed by the Contractor (recommended by Architect / Consultant) the same should be brought out in the remarks column along with reasons.

- e) The Bank shall carry out test checking of measurement as and when required.

f) If agreed by the Bank in writing, The Contractor will be paid secured advance against cement, reinforcement steel & Structural steel and other non-perishable and quantifiable material as decided by Engineer and stacked at site for use in permanent works and in the opinion of the **Architect / Consultant / Bank** are required to be procured in advance. The advance paid for the materials stacked at site shall be maximum 75% of the cost of the materials or 60% of the relevant item rate, whichever is less at the discretion of **Bank** on a Certificate, issued by the **Architect / Consultant**, in regard to quantity and, in conformity with the Contract Specifications. However, this advance will be given to the contractor against the stamped undertaking as per the proforma E in Annexure. On payment, the property in goods shall vest in the Bank and the contractor will keep it in his custody indemnifying the Bank against any damage, loss, theft or mishap attributable to their storage and the Contractor shall produce necessary vouchers / documents in support of cost of each material. No advance shall be admitted for perishable materials or cannot be stored and quantified properly and materials procured prematurely as decided by the Engineer. The secured advance so given to the Contractor will be recovered from next three (3) R.A. Bills. Where in any Certificate (of which the Contractor has received payment), the **Architect / Consultant** has included the value of any unfixed materials intended for and / or placed on or adjacent to the works such materials shall become the property of the Bank and they shall not be removed except for use upon the works, without the written authority of the Bank. The Contractor shall be liable for any loss of or

damage to, such materials. The materials shall also be in conformity with contract specifications and of approved quality as stated in relevant clauses hereof. These advances shall be made on the basis of the quantity of each material lying at site at the time of preparation of each interim bill. The Contractor shall sign Indemnity Bond as per bank's format for any loss either due to theft or fire etc.

- g) The final bill shall be submitted by the Contractor within One month of Virtual Completion Certificate received by the Contractor duly endorsed by the **Architect / Consultant** and the Architect, and such bill shall be settled and certified for payment by the **Architect / Consultant** within four weeks of the receipt of the Certificate of payment from the **Architect / Consultant**.
- h) Payments upon the **Architect / Consultant's Interim certificate** shall be made within a period mentioned in the appendix as "Period of Honouring of Interim Certificates" after such Certificates have been received and accepted by the Bank. The Bank shall make payment upon the Architect / Consultant's Final Certificate within a period of Four weeks from the date of its receipt and acceptance of the certificate.
- i) The Contractor shall submit Proforma (A) and (B) serially numbered with dates for all extra/ deviated items of work.
- j) Contractor shall, without fail, submit along with his R.A. Bills/ Final Bills test certificates as specified / required.
- k) Running Account Bills (R.A. Bills)/Final Bill received without the test certificates as specified / required duly approved by **Architect / Consultant** shall be returned to the Contractor for the reason of the same being not submitted duly.

#### 6.4.2. **Ad hoc payment for INTERIM BILLS:**

No Ad hoc payment will be paid to the Contractor on interim bills unless expressly agreed by the Bank.

#### 6.4.3. **CERTIFICATE FOR PAYMENT TO CONTRACTOR:**

The Contractor's bills will be submitted to Bank through the **Architect / Consultant** for payment as per Proforma enclosed for Interim Bill Certificate and final Certificate. The Architect / Consultant in confirmation that the work has been carried out satisfactorily as per detailed drawings and specifications will endorse and certify the bill.

#### 6.4.4. **CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:**

- a) The Contractor shall report in writing to the **Architect / Consultant**, in the form of a Certificate as per Proforma 'D' annexed hereto as and when the works are completed in all respects. The **Architect / Consultant** shall after the verification of the works and in Consultation with Bank issue to the Contractor a certificate to be called "Virtual Completion Certificate", a copy whereof shall be submitted to the Bank to enable them to take possession of the completed works.
- b) The works shall not be considered as completed till the Architect certifies in writing that all the work including those mentioned in **the snag list** prepared jointly with Architect / Consultant /

Bank prior to the acceptance of the Virtual Completion. The defect liability period shall commence only from the date of issue of such certificate.

#### **6.4.5. LIEN ON SUMS PAYABLE TO THE CONTRACTORS**

Any sums of money due and payable to the Contractor including any deposits returnable to them under this Contract may be withheld or retained by the Bank, against any claim of the Bank against the contractor in respect of any sums of money due under this contract or any other contract made by the Contractor with the Bank, but limited to the amount of Bank's claim and the Bank shall always have a lien upon the money so withheld or retained as such by the Bank until appropriated towards such claim. The contractor shall not be entitled to claim any interest or damages whatsoever on such retained or appropriated sum.

#### **6.5. MOBILISATION ADVANCE:**

The advance payments need to be generally discouraged. Whenever the payment of advance is considered unavoidable, the same should be interest bearing as per CVC guidelines and should be allowed after getting an acceptable Bank Guarantee for an equivalent amount with sufficient validity. The Bank Guarantee etc. taken towards security of 'Mobilisation Advance' should be at least 110% of the advance with sufficient validity so as to enable recovery of not only principal amount but also the interest portion, if so required. Timely action for revalidation/encashment of the bank guarantees also need to be taken so as to protect Bank's interest.

The Contractor shall sign Indemnity Bond as per bank's format for any loss either due to theft or fire etc. The mobilization advance should not be paid in less than two instalments except in special circumstances for the reason to be recorded.

A clause in the tender and the cases provided for mobilization advance may be that if the contract is terminated due to default of the contractor the "Mobilization Advance" be deemed as interest bearing advance at an interest rate of 12%. Mobilization advance should not be paid in less than two installments except in special circumstances for the reasons to be recorded.

A clause in the tender enquiry and the contract of cases providing for mobilization advances may be stipulated that if the contract is terminated due to default of the contractor, the 'Mobilization Advance' would be deemed as interest bearing advance at an interest rate of 12% till its regularization on monthly interest.

6.5.1. Mobilization advance (if paid) shall attract simple interest at the rate of (12%) per annum. The advance shall be secured by a Bank Guarantee (110% of amount of Mobilization advance) from a Scheduled Bank (other than the Bank) for the 110% amount of mobilization Advance plus interest at the rate of 12% per annum (in approved proforma), which will be recovered in the manner described hereinafter.

6.5.2. The amount of mobilization advance which may be given to the Contractor shall be at the sole discretion of the Bank.

6.5.3. The mobilization advance shall be utilized by the Contractor for the purpose of this contract only and for no other purpose.

6.5.4. 100% recovery of the mobilization advance and of interest there on shall be made by deduction from the Contractor's next running account bills.

6.5.5. If at any time the Contractor fails to execute the contract to the satisfaction of the Bank for any reason whatsoever the Bank shall be entitled to recall forthwith the entire amount so advanced with interest,

cost and legal expenses, etc. and/or recover the whole balance amount as the case may be from the bill if any, payable to the Contractor or by enforcing the bank guarantee at the discretion of the Bank.

## 7. PROJECT MANAGEMENT

### 7.1. PROGRAM OF WORK:

7.1.1. The Tenderer shall, along with his bid, submit a schedule for completion of work, either in the form of a CPM Net Work or in the form of a bar chart, showing how he proposes to complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to-month basis (for each month).

- a) Quantum of work under each major item of work that would be carried out.
- b) List of Sub-contractors.
- c) Amount of resources that would be deployed (e.g. materials, skilled/unskilled labour, equipment etc.)
- d) Schedule of delivery of materials to site.
- e) Approximate value of work contemplated to be completed each month.
- f) Schedule and manner in which details or materials (to be issued by the Bank) are required from the **Architect / Consultant /Bank**
- g) Time periods allowed for other agencies' work,
- h) Various milestones to be achieved.

7.1.2. This program suitably amended after discussions with the **Architect / Consultant** shall become binding on the Contractor. However, during the execution of the project, should it become necessary, in

the opinion of the **Architect / Consultant** to reschedule some of the activities, the Contractor shall do so at no extra cost and/or without any other claim.

7.1.3. Acceptance of a bidder's tender does not necessarily imply acceptance of the schedule submitted and the **Architect / Consultant /Bank** reserve the right to modify/amend this schedule to suit the overall project schedule which will be binding on the Contractor at no extra cost to the Bank.

### 7.2. COMMENCEMENT OF WORK

The contractor shall be allowed admittance to the site on the "date of Commencement" stated in the Appendix and on submission of the valid tamper-proof photo Identity Card (and/or in any other form), duly endorsed by the Contractor, for all their labour, and staff in accordance with the Banks prevailing security requirement.

7.2.1. The Contractor shall commence work forthwith or within the mobilization period defined in the Work order or within the maximum period of 15 days, whichever is later, from the date of receipt of Work Order and shall regularly proceed with the work and ensure to complete same on or before the "day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Until the site is partly / fully handed over to the Contractor, the commencement of work shall include off-site activities including planning, procurement of materials shop drawings, manufacture/fabrication, interaction with **Architect / Consultant** / other contractors etc.

### **7.3. DATE OF COMPLETION:**

7.3.1. The entire work shall be completed in all respects including testing within the period stipulated in the Appendix to General Conditions of Contract.

7.3.2. Time is the essence of the Contract.

7.3.3. The work shall not be considered as complete until the **Architect / Consultant** have certified virtual completion in writing. The defects liability period shall commence from the date of such certificate.

7.3.4. During the period of Contract, the Contractor shall maintain progress on the basis of the programme initially agreed to by **Bank / Architect / Consultant** and later updated from time to time in Consultation with **Bank / Architect / Consultant** to suit the overall project schedule and prevailing site conditions.

### **7.3.5. DELAY AND EXTENSION OF TIME:**

a) If in the opinion of the **Bank** the works be delayed

- i) by force majeure or
- ii) by reason of any exceptionally inclement weather or
- iii) by reason of proceedings taken or threatened by the dispute with adjoining or neighbouring Banks or public authorities arising otherwise than through the Contractor's own default or
- iv) by the works or delays of other Contractors or tradesmen engaged or nominated by the Bank or the **Architect / Consultant** and not referred to in the Schedule of Quantities and/or Specifications or
- v) by reason of the **Architect / Consultant's instructions**.
- vi) by reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the **Architect / Consultant** for which he shall have specifically applied in writing, ahead of time, giving the Consultant reasonable time to prepare such instructions, the Bank shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the **Architect / Consultant**, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the **Architect / Consultant** to proceed with the work.

b) The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of

- i) Force Majeure
- ii) Pandemic LOCKDOWNS announced by Govt. Authority like COVID LOCKDOWN if any.
- iii) Exceptionally inclement weather
- iv) Loss and damage by fire and earthquake
- v) Civil commotion, lockout, strike etc.
- vi) Delay on the part of the nominated Sub-Contractor or nominated supplier.
- vii) Delay on the part of the other Contractors employed by the Bank.



#### **7.4. SUSPENSION OF WORKS:**

The **Architect / Consultant** may in an extreme case and in prior consultation with the Bank suspend works if the quality or safety of the works are likely to be compromised due to heavy rains, natural calamities etc. The **Architect / Consultant** may grant such extension of time with the approval of the Bank as may be justified by such a delay in the works. The Contractor shall not be entitled to any compensation on account of such delay

#### **7.5. WORK AT NIGHT:**

7.5.1. If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from **Architect / Consultant**. Also, if needed, the contractor will be bound to visit the site upon the call of the Architect.

#### **7.6. WORK ON HOLIDAY:**

7.6.1. No work shall be done on national holidays that may be notified by the Bank without the specific sanction in writing of the Bank/ **Architect / Consultant**.

### **8. PERFORMANCE**

#### **8.1. GENERAL**

##### **8.1.1. INDEPENDENT CONTRACTOR**

The Contractor agrees to perform this Contract as an independent Contractor and not as a sub-Contractor, agent or Employee of the Bank.

##### **8.1.2. ASSIGNMENT OR SUB-LETTING:**

a) 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 thereof or interest therein, nor shall he take a new partner, without the written consent of the **Architect / Consultant / Bank** and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

##### **b) Nominated Sub-contractors :**

i) All specialists, merchants, tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Architect/Consultants 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 contractor shall make reasonable objection or (Save where in the Architect and Contractor shall otherwise agree) who will not enter into contract provided:-

ii) 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.

iii) 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 plant, the property of the contractor or under any Workmen's Compensation Act in force.

- iv) Payment shall be made to the nominated Sub-contractor within **15 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 certificates have been duly discharged; in default whereof the Bank may pay the same upon a certificate from the Architect and deduct the amount thereof from any sums due to the contractor.

#### 8.1.3. **OBTAINING INFORMATION:**

- a) No claim by the Contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstanding or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of the contract.

#### 8.1.4. **THE SETTING OUT:**

- a) The Contractor shall at his own expense, set out the works accurately in accordance with the plans. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any errors shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon to the satisfaction of the **Architect / Consultant**. The Bank and/or its representatives shall time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects, which may be found to exist at any stage of the work or after the same is completed.

#### 8.1.5. **PERFORMANCE**

- a) The Contractor shall be fully and solely responsible for proper, safe and efficient design and performance of his equipment and installation, in conformity with drawings and parameters and specifications stipulated in the Contract documents.
- b) In case the Contractor finds that anything contained in drawings, specifications or given parameters will not ensure such performance and compliance with best trade practices and codes, rules and regulations laid down by Authorities, he shall bring such matters to the attention of the **Architect / Consultant** and shall follow their instructions.
- c) The contractor shall also guarantee that the performance of the various materials and items individually shall not be less than specified ratings when working under operating conditions given for the respective items.

#### 8.1.6. **EXECUTION OF WORK:**

- a) The whole of the work as described in the Contract (including the Schedule of Quantities, Preamble, the Specifications and all drawing pertaining thereto) and as advised by the **Architect / Consultant** from time to time is to be carried out and completed in all its parts to the entire satisfaction of the **Architect / Consultant**.

- b) Any minor details of manufacture, fabrication and installation which are obviously and fairly intended, or which may not have been definitely referred to in this Contract, but which are usual in sound interiors execution practice and essential to the work, are to be included in the Contract. Rates quoted in the Schedules shall be inclusive of all freights, taxes, such as GST, Octroi, Sales Tax, Excise Tax, Work Contract Tax, Royalties, VAT etc. as well as transportation so as to execute the Contract as per the rules and regulations of Local Bodies, State Government and the Government of India, and to the full intent of Tender documents.
- c) Following shall be deemed to be provided for in the quoted rates:
- i) Labour for constructing, fixing, finishing, carrying, cleaning, making good etc.
  - ii) Framework, ladders, ropes, nails, spikes, tools, material and workmanlike protection from weather, temporary supports.
  - iii) Covering for the works during inclement weather or strikes or whenever directed, as necessary.
  - iv) All temporary canvass, lights, tarpaulin, barricades water-sheets etc.
  - v) All such temporary weatherproof sheds at such places and in a manner approved by the **Architect / Consultant** for the storage and protection of materials against the effects of Sun or rain.
  - vi) All minor civil works like breaking and making good of masonry walls to original condition for passage of cables, cable trays, etc.
  - vii) Provision of necessary frames (MS/wooden) for dressing up of wall/RCC openings and for installation of Fans etc. if instructed by **Architect / Consultant**. Drawings for framework to be got approved from **Architect / Consultant**.
  - viii) The rate quoted by the Tenderer in the schedule of probable quantities will be deemed to be for the finished work inclusive of the cost of providing the above items.

## **SITE MANAGEMENT**

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

- a) The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred wherefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the **Architect / Consultant**, who shall decide which shall be followed, and his decision shall be final and binding on all parties. The Contractor shall provide ground for himself and fresh water and power for carrying out of the works at his own cost.
- b) The Bank shall not charge the Contractor for his own un-rented ground but shall on no account be responsible for the expenses incurred by the Contractor for hired ground.
- c) The Contractor shall provide and maintain all measuring and testing instruments at all times for properly carrying out the work and for the use of the **Architect / Consultant /Bank**, including providing skilled attendants as required.

- d) The Contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary equipment, materials and lighting required by night and as well as by day for proper execution of work. The contractor shall take down and remove any or all such unwanted waste materials, debris etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the **Architect /Consultant /Bank**

#### 8.1.8. **FACILITIES TO OTHER CONTRACTORS**

- a) The Contractor shall give full facilities and co-operation to other Contractors employed by the Bank and shall afford them reasonable opportunity for the execution of their works and for properly connecting and co-coordinating their works with the work of the other Contractors. The decision of the **Architect / Consultant** on any points of dispute between the various Contractors shall be final and binding on all parties concerned.

#### 8.1.9. **STORES AT SITE:**

- a) The Contractor shall be allotted space / existing rooms on site subject to availability. The Contractor shall make his own arrangements to enclose, secure and guard the space allotted to him. Wherever there may be materials, which are likely to deteriorate by the action of the sun, rain or other elements, all such materials, tools etc shall be duly protected by the Tenderer from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.

#### 8.1.10. **ELECTRIC POWER FOR INSTALLATION**

- a) The Contractor shall be given a temporary electrical connection at one location at or below ground level to be decided by the **Bank**. The Contractor shall, at his own cost, provide a sub-meter, cabling and wiring and switchboards complying with all laws, rules and regulations in force and ensuring the safety of everyone working or visiting on site.
- b) The Contractor shall regularly reimburse cost for electricity consumed to the Main Contractor at the same tariff rates as charged by the Electric Supply Company.

#### 8.1.11. **GENERAL CONDITIONS OF SUPPLY OF MATERIALS FOR EXECUTING WORK**

The successful Tenderer before placing the orders or before supplying shall seek clearance in a meeting with the **Bank / Architect / Consultant**. The final list of supply of materials shall however be made at the time of signing of the contract by the Bank in consultation with the **Architect / Consultant** and the successful Tenderer. The Contractor shall then strictly adhere to this approved list of makes and materials and proceed to supply the same. If any deviation and/or for any unforeseen reasons the makes or materials are to be altered, the contractor shall obtain the approval from the **Bank / Architect / Consultant** in writing and then only he may proceed to supply.

#### 8.1.12. **REMOVAL OF ALL OFFENSIVE MATTERS:**

- a) All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain or other place shall not be deposited on the surface, but shall be at once carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned.

#### 8.1.13. **UNFIXED MATERIALS:**

- a) When any materials intended for the works shall have been placed at site by the Contractor, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the **Architect / Consultant** and when the Contractor shall have received payment in respect of any Certificate in which the **Architect / Consultant** shall have stated that he has taken into account the value of such unfixed materials on the works, such materials shall become the property of the Bank, and the Contractor shall be liable for any loss or damage to any such materials.

#### 8.1.14. **REMOVAL OF IMPROPER WORK AND MATERIALS:**

- a) The **Architect / Consultant** shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the **Architect / Consultant** are not in accordance with the specifications or the instructions of the **Architect / Consultant** and the substitution of proper materials and the removal and proper re-execution of any work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Bank shall have power to employ and pay other persons to carry out the same and all expenses consequent there on or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Bank or may be deducted by the **Architect / Consultant** from any money due or that may become due to the Contractor.

If the correcting works are not done in accordance with the Contract the **Architect / Consultant**, in consultation with the **Bank**, may allow such work to be got done through other parties at Contractors risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the Bank as in their opinion may be reasonable.

#### 8.1.15. **CLEARING THE SITE OF WORKS:**

- a) The Contractor shall clear site of works as per the instructions of the **Architect / Consultant**. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the **Architect / Consultant** within a period of one week after the job is completed. In case of failure by the Contractor, the Bank under advice of the **Architect / Consultant** will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the **Architect / Consultant**.

#### 8.1.16. **OCCUPATION OF PARTIALLY COMPLETED WORKS BY THE BANK:**

- a) The Bank shall be entitled to and at liberty to occupy even the partially completed works or any portion thereof by themselves or through their agents and servants if they so desire, in which event, necessary extension of time on this account for completing the works shall however be granted to the Contractor, but he shall have no claim for any compensation whatsoever due to the delay involved in completing works. Both the Bank and the Contractor will work out the repercussions on the insurance Clause mentioned afore to mutual satisfaction safeguarding each other's interest.

#### 8.1.17. **PREPARATION FOR OCCUPATION AND USE ON COMPLETION:**

- a) On completion of the work, the Contractor shall inform the **Architect / Consultant** in writing that he has finished the work and it is ready for the **Architect / Consultant's/Bank's** inspection. The Contractor shall clean all his works and all the rooms under his charge. He will leave the entire works neat and clean and ready for occupation and to the satisfaction of the **Architect / Consultant**.

#### **8.1.18. KEEPING THE AREAS AND ACCESS ROADS CLEAN:**

- a) The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the **Architect / Consultant**. Debris to be removed every 2 days.
- b) The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the Consultant and local authorities.

#### **8.1.19. COVERING UP OF WORKS:**

- a) The Contractor shall cover up and protect the works from the weather and shall suspend all wet operations during weather which, in the opinion of **Architect / Consultant**, will be detrimental to the works.

#### **8.1.20. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:**

- a) The Contractor shall take joint measurements with the **Architect / Consultant** before covering up or otherwise placing beyond the reach of measurement any items of work. Should the Contractor neglect to do so, the same shall be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

#### **8.1.21. SITE SURVEY:**

- a) On award of the works, the Contractor shall immediately survey the complete site and record his findings on civil works and services connected with his works and submit the report in duplicate. No extra payment shall be made for this work.

#### **8.1.22. LABOUR HUTMENTS:**

- a) The Contractor shall not be allowed to put up any hutment/temporary structure of accommodating his labour/staff. He shall be required to make these arrangements elsewhere at his own cost. However, if the rules of local authorities so permit and subject to the contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the contractor at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.

### **8.2. STAFF MANAGEMENT**

#### **8.2.1. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:**

The Contractor shall furnish the Bank the following:

- a) Detailed industrial statistics regarding the labour employed by him, etc.
- b) The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.
- c) A list of technically qualified persons Employed by him for the execution of the work.
- d) The total quantity and quality of materials used for the work.

### 8.2.2. APPOINTMENT OF ENGINEERS:

- a) The Contractor shall appoint a Senior Engineer to the satisfaction of the **Architect / Consultant/Bank**. The **Architect / Consultant / Bank** shall be entitled to approve or disapprove without assigning reasons the appointment of such Engineer proposed by the Contractor. This condition shall be reckoned as being the essence of the contract and its breach shall make the Contract revocable at the option of the Bank. The Senior Engineer shall be assisted by a number of other Engineers and Supervisors in the respective disciplines as required for the smooth and satisfactory execution of the work. Contractor to pay remuneration to such engineer and supervisors appointed by them.
- b) The Engineer so appointed shall be available at all times when required by **Architect / Consultant /Bank** to attend all site/office meetings to discuss all aspects of the Contract including design, administration, planning, fabrication, installation, commissioning, testing and defects liability maintenance as well as site co-ordination with all Contractors/Agencies.
- c) The Senior Engineer shall not be required to be present full time at site but shall be available at all times when required by **Architect / Consultant** to attend site/office meetings to discuss any aspect of the contract.

### 8.2.3. SITE ENGINEER:

- a) Successful Tenderer will have to, before receiving work order, select suitable Engineer to be interviewed by **Architect / Consultant/Bank**. It will be the responsibility of the selected engineer to ensure that minutes of site meetings are maintained up-to-date. Contractors have to be up-to-date for each site meeting to be held.

### 8.2.4. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

- a) The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the **Architect / Consultant** may consider it necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto.
- b) The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Engineer In-charge, approved by the **Architect / Consultant** and who must thoroughly understand all the trades entailed and be constantly in attendance, while the men are at work. Any directions, explanations instructions or notices given by the **Architect / Consultant** to such Engineer In-charge shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer-in-charge shall be thoroughly conversant with the English Language and should be able to read, write and speak English.

### 8.2.5. DISMISSAL OF WORKMEN:

- a) The Contractor shall on the request of the **Architect / Consultant / Bank** immediately dismiss from the works any person employed thereon who may, in the opinion of the **Architect / Consultant**, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the **Architect / Consultant / Bank**.

### 8.2.6. OTHER PERSONS ENGAGED BY THE BANK:

- a) The Bank reserves the right to use the premises and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor has to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or material for the execution of such work, except by special arrangement with the Bank. Such work shall be carried out in such a manner as not to impede the progress of the works included in the Contract, and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

### 8.3. SAFETY MANAGEMENT

#### 8.3.1. ACCIDENTS TO LABOUR:

The Contractor shall be fully responsible for the safety of the persons employed by him/firm on the works.

#### 8.3.2. Use of Explosives:

Explosives shall not be used on the works by the contractor without the written permission of the **Architect / Consultant** and then only in the manner and to the extent to which He has prescribed. When explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor, who shall be liable for all damages, loss or injury for non-compliance with all the statutory obligations.

#### 8.3.3. Safety codes/ Scaffolds

Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, 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 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to 1 vertical

- a) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m. Above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure.
- b) Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- c) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.
- d) Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into excavations.



- e) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length.
- f) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.
- g) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

#### 8.3.4. **OTHER SAFETY MEASURES:**

- a) All personnel of the Contractor working within the site shall be provided with safety helmets. 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.
- b) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

#### 8.3.5. **PERSONAL SAFETY EQUIPMENTS:**

- a) All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- b) Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles.
- c) Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- d) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- e) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- f) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- g) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:

- h) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
- i) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- j) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of the work.
- k) When the work is done near any public place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- l) Adequate washing facilities should be provided at or near places of work. Contractor should not violate any provisions of labour enactment. If there is any violation, the contractor will be solely responsible for the penal action/damages taken/imposed by the statutory authorities.

#### 8.3.6. HOISTING MACHINES

Use of hoisting machines and tackle including their attachments anchorage and supports shall confirm to the following standards or conditions:

- i) This shall be of good mechanical constructions, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
- iii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- iv) In case of every hoisting machine and of every chain ring hook, shackle, shovel and pulley block used in hoisting or as means of suspension of the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case, a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond its specified capacity.
- v) In case of departmental machines, the safe working load shall be notified by the engineer as regards contractor's machines, the contractor shall notify the safe working load of the machine to the engineer whenever he brings any machinery to site of work and get it verified by the engineer concerned.
- vi) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations that are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials that are good conductors of electricity.
- vii) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

- viii) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- ix) Notwithstanding the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in Force in the Republic of India.

#### **8.4. RISK MANAGEMENT**

##### **8.4.1. WORK PERFORMED AT CONTRACTOR'S RISK:**

The Contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all safe guards, including providing for guards, proper lights, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at the Contractor's risk, and if any loss or damage shall result from fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expenses to the Bank. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on and completed without damage to any work or property of the Bank or of others and without interference with the operation of existing machinery or equipment, if any.

##### **8.4.2. CONTRACTOR'S LIABILITY AND INSURANCE**

- a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Explanation:** For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

- b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium for the insurance shall be borne and paid by the Contractor only. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Bank and the Contractor, Bank's name being mentioned first in the policies and the Contractor shall deposit with the Bank the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Bank only and may be paid to the Contractor or any other agency of Bank's choice in the instalments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.
- c) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936,

Minimum Wages Act 1948, Bank's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Bank or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

- d) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/sub-Contractor/nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor / Sub-Contractor. Such insurance shall be taken to include employees/ workmen covered by the Workman's Compensation Act 1923, as well as those employees /workmen not covered by the said Act. Separate insurance policies may be taken for employees/work men covered by Workman's Compensation Act 1923, and employees/ workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/Policies taken under this paragraph for the personnel in employment with the Contractor/Sub-Contractor may be in their Bank's names of the Contractor/Sub-Contractor/nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor/Sub-Contractor/nominated Sub-Contractors, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Bank. The policy in original shall be deposited with the Bank. However, if the Policy obtained by the Contractor is not project-specific but covers several works, a certified copy of the Policy shall be submitted to the Bank, together with original which shall be returned after verification.
- e) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Bank and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Five Lakhs. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Bank within seven days of its issue by the insurer.
- f) The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the works are completed and handed over to Bank.
- g) The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Bank or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractors and nominated Sub-Contractors also.

- h) If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Bank may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Bank from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.
- i) All Insurance Policies shall be obtained from nationalized Insurance Companies only.
- j) Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Bank in Proforma 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said proforma together with relevant documentary evidence.
- k) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photocopies thereof, for the payment of the premia shall be furnished by the Contractor to the Bank. The original receipts will be returned to the Contractor after verification. The Bank reserves the right for Payment for works done subject to fulfilment of this condition and shall instruct the **Architect / Consultant** accordingly.
- l) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pays compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.
- m) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Bank in any liability tortuous or otherwise and/or loss or damage, the Bank shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Bank under this Contract or any other Contract.
- n) Upon taking possession of the works under the Contract, the Bank shall take out parallel insurance, to insure all persons who are not the Contractor's or the Sub-Contractor's or the nominated Sub-Contractors or the Project Management Consultant's staff or the agent of the Banks authorised representatives on getting the occupation certificate, the Bank will maintain their own insurance Policy and the Contractors will cease to be responsible for the insurance of Bank's personnel.
- o) The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the **Architect / Consultant**. Once delays are certified by the **Architect / Consultant**, he shall have to ensure that the insurance Policies are progressively extended.
- p) The Banks' insurance Policy shall cover the risk for Banks' agents, Consultants, Architect / Consultants etc. appointed by the Bank.
- q) The Bank shall insure the building in totality on obtaining possession of the building and other structures.

## **Insurance in respect of damages to persons & property**

1. The contractor shall be responsible for all injury to persons, Neighbouring Properties, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-contractor's employees, whether such injury damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract, by frost or other inclemency or whether. The Contractor shall indemnify the Bank from any such injury or damage to persons or property as aforesaid and also in any award of compensation or damages consequent upon such claims.
2. The Contractor shall reinstate all damage of every sort mentioned in the Clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
3. The Contractor shall indemnify the Bank against all claims, which may be made against the Bank by any member of the public or other third party in respect of.
4. Anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, Until the virtual completion of the contract, with an approved Office a Policy of Insurance in the joint names of Bank and the Contractor against such risks and deposit such Policy or Policies with the Architect from time to time during the currency of this Contract.
5. The Contractor shall similarly indemnify the Bank against all claims which may be made upon the Bank whether under The workmen's Compensation Act or any other statute in force during the currency of this Contract or at common law in respect of any employee of the Contractor or any Sub- Contractor and shall at his own expense effect and maintain, until the virtual completion of the contractor, with an approved office, a policy of Insurance in the joint names of the employee and the contractor against such risks and deposits such Policy or Policies with the Architect from time to time during the currency of this Contract.
6. The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all the damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Bank in respect of any costs, charges and expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damage arising there from.
7. The Bank with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or become due to the contractor.

## **Fire Insurance:**

1. The Contractor shall at the time of signing the Contract, Insure the works and keep them Insured until the virtual completion of the contract, against losses or damages by fire, as approved by the Architect, in the joint names of the Bank and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property or the Bank only, fees for assessing the

claim and in connection with his services generally therein and shall not cover any property of the contractor or of any sub-contractor of the Bank. The contractor shall deposit the policy and receipts for the premiums of the same with the Architect within Ten days of the signing the contract or on receipt of the Work order, whichever is earlier unless otherwise instructed by the Architect. In default of the contractor insuring as provided above, the Bank or the Architect on his behalf may so issue any may deduct the premium paid for any money due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurance office, should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as though the fire had not occurred and in all respects under the same conditions of the contract. The contractor shall be entitled to such extension of the time for completion as the Architect deems fit.

2. The amount so due as aforesaid shall be total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the work up to and including a date not more than seven days prior to the date of the said certificate less the amount to be retained by the Bank (As hereinafter provided) and loss any instalment, previously paid under this clause. Provided that such certificates shall only include the value of the said materials and goods as and from time they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected weather.)

## **9. FAILURE OF PERFORMANCE**

### **9.1. DAMAGES FOR NON-COMPLETION:**

9.1.1. If the Contractor fails to complete any or all the works by the date/s named in the relevant clauses for "Date of Completion" and "Extension of Time" and if the **Architect / Consultant** shall certify in writing on or before the date of issue of the Certificate for the last payment to which the Contractor may become entitled hereunder that the works could reasonably have been completed by the date or within the said extended time, then the Contractor shall pay or allow the Bank the sum to be worked out at 1% of Contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated Damages shall be the amount not exceeding 10.00% of the accepted contract sum. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as to be considered necessary at their cost.

### **9.2. FAILURE BY CONTRACTOR TO COMPLY WITH CONSULTANT'S INSTRUCTIONS:**

9.2.1. If the Contractor after receipt of written notice from the **Architect / Consultant** in prior consultation with the Bank requiring compliance with such further drawings and/or instructions to remove, fails within seven days to comply with the same, the **Architect / Consultant** with prior consent of the Bank may employ other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on a certificate by the **Architect / Consultant** as a debt to be deducted by him from any moneys due or to become due to the Contractor.

### **9.3. DETERMINATION OF CONTRACT:**

9.3.1. If the Contractor except on account of any legal restraint upon the Bank preventing the continuance of the works, on account of any of the causes mentioned in Clause "Delay and Extension of time" in the case of a certificate being withheld or not paid when due, shall suspend the works, or, in the opinion of the **Architect / Consultant**, shall neglect or fail to proceed with due diligence in the performance of his part of

the Contract or if he shall more than once make default in the respects mentioned in Clause “Removal of improper work and materials”, the Bank through the **Architect / Consultant** shall have power to give notice in writing to the Contractor requiring that the works be proceeded with a reasonable manner and with reasonable dispatch. Such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must signify the act or defaults on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of work, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of the works, and the Bank shall have lien upon such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail, for seven days after such notice has been given to proceed with the works as therein prescribed, the Bank may enter upon & take possession of the works and of all such plant and materials thereon intended to be used for the work, and the Bank shall retain and hold alien upon all such plant and materials until the works shall have been completed under powers hereinafter conferred upon him. If the Bank shall exercise the above power, he may engage any other person to complete the works and exclude the Contractor, his agents and servants, from entry upon or access to the same, except that the Contractor or any person appointed in writing may have access at all reasonable times during the progress of the works to inspect, survey and measure the works. Such written appointment or a copy thereof shall be delivered to the **Architect / Consultant** before the person so appointed comes on to the works, and the Bank shall take such steps as in the opinion of the **Architect / Consultant** may be reasonably necessary for completion of the works, without undue delay or expenses, using for that purpose the plant and materials above mentioned in so far as they are suitable and adaptable to such use. Upon the completion of the work the **Architect / Consultant** shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Contractor as aforesaid and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the Contractor upon the completion of the works by him, the difference shall be paid to the Contractor by the Bank, should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Bank. The Bank shall not be liable to make any further payment or Compensation to the Contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payment as included in the Contract. After the works shall have been so completed by persons other than Contractor, under provision herein before contained, the **Architect / Consultant** shall give notice to the Contractor; to remove his plant and all surplus materials as may not have been used in the completion of the works, from the site. If such plant and materials are not removed within a period of 14 days, after the notice shall have been given, the Bank may remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the Contractor. The Bank shall not be so responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

#### **9.4. NOTICES:**

9.4.1. Notices of the Bank to the **Architect / Consultant** or the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is given or in the case of the Contractor by being left on the works. In the case of company or Corporation, notices may be served at or sent by registered post to the registered office of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time when, in the ordinary course of post, it would be delivered.

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

9.5.1. If the Contractor being an individual or a firm, commits any act of insolvency or shall be adjudged as Insolvent or being an incorporated Company shall have an order for Compulsory winding up or applies for voluntary winding up or subject to the supervision of the Court and of the Official Assignee or the Liquidator in such acts of Insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the **Architect / Consultant** that he is able to carry out and fulfil the Contract, and to give security



therefore, if so required by the **Architect / Consultant** or if the Contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this Contract, to be attached by or on behalf of any of the creditors of the Contractor or shall assign or sub-let the Contract without the consent in writing of the **Architect / Consultant** first obtained.

or shall charge or encumber this Contract or any payments due or which might become due to the Contractor there under,

or if the **Architect / Consultant** shall certify in writing to the Bank that the Contractor

- a) Has abandoned the Contract, **or**
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Consultant written notice to proceed, **or**
- c) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, **or**
- d) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Consultant written notice that the said materials or work were condemned and rejected by the **Architect / Consultant** under these conditions, **or**
- e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, **or**
- f) Has to the detriment of good workmanship or in defiance of the **Architect / Consultant** instructions to the contrary sublet any part of the contract. Then in any of the said cases the Bank may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the **Architect / Consultant** or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works or by employing any other Contractors or other persons 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 Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the **Architect / Consultant** shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Bank shall sell the same by public auction, or otherwise and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Bank for the values of the said plant and material so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank, to the Contractor, or, by the Contractor to the Bank, as the case may be, and the certificate of the **Architect /**

**Consultant** shall be final and conclusive between the parties. On termination of the Contract, the Contractor shall forthwith remove himself and his workmen from the works site

## 9.6.

### 9.7. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

9.7.1. If at any time after acceptance of the Tender the **Bank / Architect / Consultant** shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9.7.2. The Contractor shall be paid at the Contract rates full amount for works executed at site, and in addition, reasonable amount as Certified by the **Architect / Consultant** for the value of such material (which material shall thereupon become the property of the Bank) and also such further allowances as the **Architect / Consultant** may think reasonable and fair in respect of (a) any expenditure incurred by the Contractor towards preliminary works etc. and (b) other reasonable and proper engagement the Contractor may have entered into for carrying out the work.

## 10. COMPLIANCE

### 10.1. COMPLIANCE TO BANK'S/LEGAL NORMS

#### 10.1.1. NOTICES

a) The Contractor shall give all notices and pay all fees and shall comply with all Acts and Regulations for the successful completion of the Contract works.

10.1.2. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:** The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye laws of any local Authority, and of any Water, Lighting, Electric supply, and of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so confirming, give to the **Architect / Consultant** written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within 10 days receive such instructions, he shall proceed with the work conforming to the provision or Regulations or Byelaws in question.

a) The Contractor shall bring to the attention of the **Architect / Consultant** all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the Bank or the **Architect / Consultant** and pay to such Authority, or to any public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the **Architect / Consultant**.

b) The Contractor shall indemnify the Bank against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any constructional site, machine work or material used for or in connection with the works or temporary works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the **Architect / Consultant** before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally

incurred in respect thereof. All statutory fees, deposits etc paid by the contractor for permanent works to be handed over to Bank which shall be reimbursed to him by the Bank against documentary proof.

- c) The Contractor shall assist and co-ordinate with the Architect / Consultant in obtaining all statutory approvals and/or amendments to such approvals as per the rules in force from Municipality and other local bodies. Any expenditure incurred in obtaining such approvals is deemed included in the rates quoted by the **Contractor**.

#### 10.1.3. **Notices to Local Bodies:**

- a) The Contractor shall comply with and give all notices required under any law, rule, regulations, or byelaw of parliament, State Legislature or Local Authority relating to works. The Contractor shall before commencing the execution of work issue a certificate to the Bank/ **Architect / Consultant** that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission the Police permission etc.

#### 10.1.4. **MUNICIPAL REGULATIONS:**

- a) The whole of the work is to comply with the requirements and byelaws of the concerned Municipal Corporation and local bodies.

#### 10.1.5. **WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR:**

- a) The Contractor shall pay all labour employed by him at rates fixed by him at the commencement of the Contract as per the Labour Laws. Wages as applicable for the construction work as per norms stipulated by the Mangaluru Municipal Corporation (MMC) or any other statutory body or authority of the State of Karnataka or Government of India shall be followed by the contractor. No violation of such statutory laws and rules shall be permissible. This will also include the minimum and the maximum allowable wages for various categories of labour to be employed by the contractor.
- b) All wages shall be paid in full and without any deduction whatsoever at the approved rates and for full time actually worked during the wage period. Officers of **Architect / Consultant** or an Officer of the Bank as may be authorised in that behalf shall have power to exercise supervision over the labour employed by the Contractor, and for such other purpose any of these officers may inspect the wage books, muster books and other labour records of the Contractor. In the event of the report of such Officer/s showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the Contractor and his
- c) Labours are not satisfactory, the **Architect / Consultant / Bank** shall pass such orders upon the report as he considers desirable, and those orders shall be final and binding upon the Contractor. The contractor shall indemnify and keep indemnified the **Architect / Consultant** and / or the Bank against any claim arising from failure of the Contractor to comply with such labour laws.
- d) The contractor shall register with Assistant Labour Commissioner (Central) as contractor approved by the Bank.
- e) The contractor shall ensure that, statutory deductions such as PF, employees insurance etc., are made as per the provisions of labour enactment and the same is remitted to the concerned authorities in time without fail.

#### 10.1.6. **DISPLAY OF NOTICES**

- a) The Contractor shall display all permissions licenses registration certificates and other statements required to be displayed under various labour laws and other legislation's applicable to the works at the site office and also maintain the requisite register/records factually and up to date and keep them ready for inspection by the concerned authorities and also make available the same to the **Architect / Consultant / Bank** for inspection.

#### 10.1.7. **INSURANCE POLICIES:**

- a) The Contractor shall not commence any work at site, until all the insurance Policies, as required here and in terms of the General Conditions of Contract, have been submitted to the Bank. Renewal of the same if required due to extension of time for completion or similar reasons is also the responsibility of the Contractor.

- b) Notwithstanding anything to the contrary mentioned in the Contract, Contractors have to submit all Insurance Policies to the Bank directly to make the Bank satisfy them regarding adequacy of values of Insurance, validity etc. as per contractual clauses.

- c) The Contractor shall arrange for renewals of these policies on their own. Any omissions to do so or delay in non-receipt of any information will be no excuse for failure to renew them or keep them in force without a break.

#### 10.1.8. **INDEBTEDNESS AND LIENS:**

- a) The Contractor agrees to furnish the Bank from time to time during the progress of the work as requested, verified statements showing the Contractors' total outstanding indebtedness in connection with the work covered by the Contract.

- b) Before final payment is made, the Bank may require the Contractor to furnish the Bank with satisfactory proof that there are no outstanding debts or liens in connection with the Contract. If during the progress of the work, the Contractor shall allow any indebtedness to accrue to Sub-Contractors or others and shall fail to pay or discharge same within Seven days after demand, then the Bank may withhold any money due to the Contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

#### 10.1.9. **INDIAN STANDARDS CODE:**

- a) The relevant I.S. Code of practice shall be the latest version with its amendments/revisions. The Contractor shall keep and maintain copies of the latest editions of relevant I.S. Codes at the work site and make it available to **Architect / Consultant** when required.

#### 10.1.10. **TREASURE TROVE:**

- a) Should any important and valuable materials/items be found while carrying out the works, the same shall be the property of the Bank. The Contractor shall give immediate notice to the **Architect / Consultant** of any such discovery and shall hand over any such treasure to the Bank on demand.

#### 10.1.11. **TECHNICAL AUDIT**

- a) The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or

testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

- b) The Bank shall have a right to cause a technical examination and audit of works and final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the Bank to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly paid by the Bank.
- c) Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Bank and set off against any claim of the Bank for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Bank.

## **11. ROLE OF ARCHITECT / ARCHITECT / CONSULTANT**

### **11.1. ROLE OF THE ARCHITECT / CONSULTANT**

- 11.1.1. **Architect / Consultant's** duties are to design, control and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-coordinating with all other agencies and Civil Contractor, checking of measurements, certification of bills, preparing extra deviation items, preparing minutes of meetings etc.
- 11.1.2. Wherever it is mandatory by law that the **Architect / Consultant** so appointed by the Bank shall be registered with the council of architecture/Competent Authority.
- 11.1.3. The Contractor shall afford the **Architect / Consultant** every facility and assistance for examining the works and materials and checking and measuring time and materials. The **Architect / Consultant** shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially confirmed by a written order of the **Bank**.
- 11.1.4. The **Architect / Consultant** shall act in consultation with the Bank regarding quality of works, interpretation of drawings, contract documents and finalize the selection of finishing materials. The **Architect / Consultant** shall check/ record the measurements made by Contractor's representative for all items of works and on completion hand over the records to the Bank.
- 11.1.5. The **Architect / Consultant** shall have the power to give notice to the Contractor or his Engineer In charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the **Architect / Consultant** in consultation with Bank if required is obtained. The work will from time to time be visited by the Architect / Consultant/ Bank but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or **after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions** only from the **Architect / Consultant** as the case may be. In other words the

contractors shall take total responsibility for the execution of work / items of work by using quality materials and providing best of workmanship to fulfil the true intent of the Tender provision.

11.1.6. The **Architect / Consultant** shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Bank, which shall be duly notified to the Contractor.

## **11.2. TO DEFINE TERMS AND EXPLAIN PLANS:**

11.2.1. The various parts of the Contract are intended to be complementary to one another; but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanations of the **Architect / Consultant** shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made by the **Architect / Consultant**, when such correction is necessary to bring out clearly the intention, which is indicated by a reasonable interpretation of the drawings & Specifications as a whole.

## **11.3. MATTERS TO BE FINALLY DETERMINED BY THE ARCHITECT / BANK / CONSULTANT:**

11.3.1. The **Architect / Bank / Consultant's** decision, opinion, direction, Certificates (except for payments) with respect to all or any of the matter under clauses "2, 8.1.7 (2 to d), 4.4.3 (a & b) 6.2.3 (a to g), 8.4.2(a to q)" and the schedule of rates, hereof shall be final and conclusive and binding on the contractor hereto and shall be without appeal.

11.3.2. Any of the decision, opinion, direction certificate, or valuation of the Architect or any refusal of the Architect to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Architect under the following clause.

## **11.4. TYPOGRAPHICAL OR CLERICAL ERRORS:**

11.4.1. The **Architect / Consultant's** clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

## **11.5. SITE VISITS:**

11.5.1. The **Architect / Consultant / Bank** shall visit the site from time to time at their discretion, or when expressly called upon to do so, to co-ordinate various activities and/or to answer such queries that may be posed at site on interior drawings.

## **11.6. ADDRESS FOR SERVICE**

11.6.1. All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement Due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

Address for the Bank

**THE GENERAL MANAGER**

Bank of Baroda

Zonal Office, 2<sup>nd</sup> floor, Vijaya Towers

M.S.R.SHETTY Road, Mangaluru - 575003

## Name & Address of the Architects

1. M/s Nirmaan,  
Architects & Engineers  
3-1-45/8, 2nd floor,  
Vijaya Bank building, Bejai Church  
Mangaluru - 575004  
Mobile: 9880243507

## 11.7. TAKING OVER

11.7.1. Upon the successful completion of all the tests to be conducted at site on the materials/items executed by the contractor, the **Architect / Consultant** shall issue a recommendation letter to the Bank confirming that the interiors is ready to be taken over by the Bank. Issuance of such recommendation letter for taking over shall not relieve the contractor of any of his obligations under the terms and conditions of contract.

## 11.8. DISPUTES

Disputes Referable to Arbitration (Arbitration & Provision for reconciliation as per Arbitration and Conciliation Act 1996 and its subsequent amendments.)

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the General Manager / Dy. General Manager of respective Zone / Region, Bank of Baroda and endorse a copy of the same to the Project Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the General Manager / Dy. General Manager, of respective Zone / Region of Bank of Baroda, in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the General Manager, Bank of Baroda in writing in the manner and within the time as aforesaid.
- ii) The General Manager / Dy. General Manager of Bank of Baroda of respective Zonal office / Regional Office shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of The General Manager / Dy. General Manager, Bank Of Baroda submit his claims to the conciliating authority namely the General Manager / Dy. General Manager Bank Of Baroda, for conciliation along with all details and copies of correspondence exchanged between him and the AGM/Chief Manager, Bank Of Baroda.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned General Manager / Dy. General Manager, BCC of the Bank for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid

and all claims of the Bank shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the General Manager / Dy. General Manager, Bank Of Baroda, BCC. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer and that he had to deal with matter to which the contract relates in the course of his duties as Bank officer. 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 in the manner aforesaid by the said General Manager, Bank Of Baroda. Such person shall be entitled to proceed with the reference from the stage he is entitled to proceed with the reference from the stage at which it was left by his Predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such General Manager, Bank of Baroda as aforesaid should act as Arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. It is also a term of the contract that fees, Travelling, lodging, etc, or any such expenses on account of Arbitration, payable to the arbitrator, shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the 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) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

#### Some Stipulations in the Matter of Arbitration

- i. Arbitration is a condition precedent to any action in Law Courts.
- ii. Whereas references to arbitration by contractor on the matter of withholding by the Employer the certificate for interim payment can take place during the currency of the contract, that on other kinds of disputes can take place only on completion / practical cessation of the work.
- iii. Excepted Matters: Where the arbitration clause in the Bank's contracts excludes in express terms certain matters from the scope of arbitration and leaves them to the final and binding decisions of the officer named in the contract, no arbitration can arise in such matters, except either by mutual agreement or under the directions of a competent court.

#### Appointment of Arbitrator(s)

- i. When the contractor is dissatisfied with the decision of the Officer named in the Contract, the contractor is required to give a notice to the Employer within 30 days of the receipt of such decision, for the appointment of the Arbitrator for the settlement of the outstanding disputes.
- ii. Except where otherwise provided, all disputes arising out of a contract, instructions or orders of the Site Engineer / Architect, or the execution or failure to execute the same, whether arising during the progress of the work or after completion or abandonment thereof shall be referred first for conciliation proceedings and then to a sole Arbitrator to be appointed by the Competent Authority of the Bank. Detailed procedure for selecting the Sole Arbitrator be mentioned in the tender.
- iii. It is a term of the contract that the person invoking Arbitration shall specify the disputes, together with the amounts claimed against each dispute.
- iv. It is also a term of the contract that if the contractor does not make any demand for Arbitrator in respect of any claim within 90 days of receiving the intimation from the



Bank that the final Bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.

- v. The Arbitrator should conduct the proceedings as per the Arbitration Act 1996 or any statutory modification or Amendment to it from time to time.
- vi. In all cases where the amount of the claim in dispute is ` 50,00,000/- or above, the Arbitrator shall give reasons for the award.

**11.8.3. ARBITRATION:**

- a) Any dispute, controversy or claims out of or relating to this Work Order or breach, or termination or invalidity thereof, shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force.

**11.8.4. LEGAL:**

- a) All disputes and differences of any kind whatsoever arising out of or in connection with the Work Order whether during or after completion of contract shall be deemed to have arisen at Mangaluru and only Courts in Mangaluru shall have jurisdiction to determine the same.

**11.8.5. WORK TO BE CONTINUED DURING THE PENDANCY OF THE ARBITRATION**

- a) The Contractor shall continue with the allotted works with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or difference or question is referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrators.

## SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all “rates only columns” and sign all corrections.
3. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the Tender documents shall be signed by the Tenderer.
5. The Tenderer whose Tender is accepted shall be bound to enter in to the contract within eight days of intimation from Bank.
6. Work shall be done at nights, non-office hours and holidays without extra charge, if necessary.
7. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
8. Materials supplied by owner shall be used only in owner’s work.
9. Contractors shall pay any local charges relating to execution of work.
10. Contractor shall allow for all wastages in the rates.
11. Contractor shall arrange for all temporary connections.
12. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Architect / Consultant is the final authority for the interpretation.
13. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
14. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
15. Contractors shall insure whole work against fire, CAR and third party.
16. **Contractors to submit the feasibility, safety report of the Roof Truss work executed duly signed by a licensed M.Tech structural Engineer during the submission of final bill.**
17. The entire works may undergo for Intensive Examination by Bank’s inspectors or governments inspecting officials and if any discrepancy is found, the same has to be rectified by the successful contractor at his cost and also Bank shall be at liberty to recover the deductible amount for discrepancy from the contractor as applicable.

## APPENDIX TO GENERAL CONDITIONS OF CONTRACT

A	Mobilization Period	3 Days from the date issue of Work Order
B	Date of Commencement of work on site	Within 7 days from the date of Work order 90 days from date of work order
C	Completion Period	90 days from date of work order
D	Date of virtual completion	Rs.46,300/- (Rupees Forty Six Thousand Three Hundred Only) By Demand Draft or Banker's Cheque
E	Earnest Money Deposit	@2% of Contract Value refundable on Virtual completion.
F	Security Deposit	10% of the payment
G	Retention Money	24 calendar months from Virtual Completion
H	Defects Liability Period	1% OF THE TENDERED AMOUNT per week and part thereof for the delayed period of the work up to maximum of 10% of Contract value
J	Liquidated Damages for Delay	
K	Period of Final Measurement	30 Days
L	Frequency of Interim Bills	10 working days.
M	Value of Interim certificate	Min.10,00,000/- (Rupees Ten lakhs only)
N	Period of honouring Interim Certificate	15 working days.

Signature of Contractors:

Witness:

The Contractor will be expected to submit, along with Interim Bills, "Proforma A" duly filled in and serially numbered with dates for all extra and deviated items of work. In absence of these, the extra / deviated items will not be certified for payment. The Contractor will be expected to submit with the Final Bill "Proforma B" duly completed.

### PROFORMA A

#### DEVIATIONS (INTERIM)

Name of Work:

Interim Bill No.:

			Tender Provision Rs.	Actual Amount Rs.	Excess (+) / Savings (-)	Remarks
1	Deviated Items	+				
2	Extra Items	+				
3	Deleted Items	-				
4	Tender Items (As executed)					
	Actual cost (as executed)					
	Less tender cost					
	Net Excess / Saving	0				

<b>PROFORMA 'B'</b>				
<b>DEVIATIONS (FINAL)</b>				
<b>Name of Work:</b>				
<b>Interim Bill No.</b>				
<b>Tender provision</b>	<b>Actual Amt.</b>	<b>Excess (+) Rs.</b>	<b>Savings (-) Rs.</b>	<b>Remarks.</b>
Deviated Items (+)				
Extra Items (+)				
Deleted Items (-)				

Net Excess / Savings

Tender Items (As executed)

Actual Cost (As Executed) LESS Tender Cost

Net Excess / Saving

**PROFORMA C**

**CONTRACTORS' LIABILITY AND INSURANCE SUMMARY**

Name & Number of with Description	Value of Insurance	Value of Period	Validity Loss or damage to work under policy) or any	Insurance Policy (covered part thereof and all materials at site from any cause whatsoever
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1.

2.

3.

4.

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a)

b)

c)

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Damage, loss or injury	Claims under the Workman compensation Act 1923, the	Remarks
to any property of the	Minimum Wages Act 194_ &	
Bank or Consultant	Contract Labour (Regulation	
or his agents and servants	& Abolition) Act 197_	
5.	6.	7.

a)

b)

c)

**NB:** Details of further policies if any taken and the loss or damage if any under that policy may please be indicated separately at appropriate places.

**Signature of Contractor**

Address:

Witness: \_\_\_\_\_

**PROFORMA D**

**REPORT OF VIRTUAL COMPLETION**

Draft of letter to be written by the Contractor to the Architect / Consultant in connection with the Virtual Completion Certificate as per the relevant clause.

"Having executed the work in terms of the Contract, we hereby certify that we have virtually completed the works covered by our Contract Agreement.

We hereby certify that the work has been executed wholly conforming to drawings, specifications and instructions of Architect / Consultant.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws."

NOTE: The Virtual Completion Certificate will be endorsed by the Architect / Consultant as having examined the works and certifying that work has been executed as per detailed drawings and specifications.



**PROFORMA 'E'**

**UNDERTAKING/HYPOTHECATION IN CONNECTION WITH PAYMENT OF ADVANCE ON MATERIALS BROUGHT BY THE CONTRACTOR TO THE SITE**

This undertaking executed at this \_\_\_\_day of \_\_\_\_month of year 20\_\_\_\_by \_\_\_\_\_ (hereinafter called the Contractors) IN FAVOUR OF which expression shall include its \_\_\_\_\_

The\_\_\_\_\_ and having its \_\_\_\_\_

(Herein after called the Bank) which expression shall include its successors and assigns.

The Bank and the Contractors have entered into an Agreement dated \_\_\_\_\_ for construction of on office complex on piece of land belonging to the Bank at \_\_\_\_\_ (hereinafter called as the said agreement) in terms of which Contractors will be paid an advance of .....% of the cost of materials brought by the Contractor to the site for consumption in the works at the discretion of the Bank.

The Contractors have since applied to the Bank that they be allowed advances as the security of materials absolutely belonging to him and brought by them to the site of work and the Bank has since agreed to do so on the terms and conditions hereinafter set out.

Now this letter of Undertaking witnesses that in consideration of the said agreement, and in consideration of the amount paid/payable to the contractors by the Bank and of any further advances as may be made to the contractors as aforesaid, the Contractors hereby agree with the Bank and undertake as under:

The amount advanced by the Bank to the Contractors as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor(s) in or towards expediting the execution of the said works and for no other purpose whatsoever.

2. That the materials which have been offered to and accepted by the Bank as security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractors will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractors indemnifies the Bank against all claims to any materials in respect of which an advance has been made to them as aforesaid.

That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractors solely in the execution of the said works in accordance with the directions of the Bank / Architect / Consultant and in the terms of the said agreement.

That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper storage, watch, safe custody, accounting and protection against all risks of the said materials and that until used in construction as aforesaid, the said materials shall remain at the site of the said works in the Contractor's custody and on the responsibility and shall at all times be open to inspection by the Bank / Architect / Consultant or any officer authorised by the Bank. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Bank / Architect / Consultant.

That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Bank of his authorised representative.

That the advances shall be repayable in full at or before the Contractors receive payment from the Bank of the price payable to them for the said works under the terms and the provision of the said agreement provided that if any intermediate payments are made to the Contractors on account of work done, then on the occasion of each such payment the Bank will be at liberty to make a recovery from the Contractor's bill for such payment deducting there from the value of the said material then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

That if the Contractors shall at any time make any default in the performance or observance in any respect of any of the term and provisions of the said agreement or of these presents, the total amount of the advance or advances that may still be owing to the Bank shall immediately on the happening of such default be repayable by the Contractors to the Bank together with interest thereon at Eight per cent per annum from the date or respective date of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Bank in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Bank to repay and pay the same respectively to him accordingly.

That the Contractor hereby hypothecates all the said materials for the time being at site or to be brought at site from time to time until the repayment to the Bank of the sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Bank may at any time thereafter adopt all or any of the following courses as he may deem best.

a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement, debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay it to the Bank on demand together with interest accruing thereon.

Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Bank under these presents including expenses incurred by Bank in connection with such auction and pay over the surplus (if any) to the Contractor.

Deduct all or any part of the money owing hereunder out of the security deposits or any sum payable to the Contractor under the said agreement. That except in the event of such default on the part of the Contractor as aforesaid, interest on the said advance shall not be payable.

That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for, the same shall be referred to the Bank's Chief Engineer whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.

The Provision of this undertaking shall be deemed to be supplemental to the said agreement.

IN WITNESS WHERE OF the contractors have set their hands to these presents the day and year first herein above written.

**SIGNED, SEALED AND DELIVERED BY THE SAID CONTRACTOR IN THE PRESENCE OF-**

WITNESS:

SIGNATURE

NAME

ADDRESS

**PROFORMAS**

**SCHEDULE OF EXCEPTION AND DEVIATIONS**

**The bidder shall include in a schedule all exceptions or deviations made from the bidding documents of whatever nature included in the proposal.**

Unless exceptions and deviations are stated in this schedule, the bidder will be deemed to have agreed with the conditions and specifications as stated in the bidding documents.

Each bidder shall be free in his proposals to indicate deviations and / or exceptions and / or alternative to these bidding documents.

<b>Item</b>	<b>Ref. Clauses</b>	<b>Description Exceptions and / or Deviations</b>	<b>of</b>
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**EQUIPMENT TO BE DEPLOYED AT SITE**

The Tenderer shall specify in the form given below list of proposed equipment to be deployed for the work if awarded to the Tenderer.

<b>Type</b>	<b>Number</b>	<b>Make</b>	<b>Capacity</b>	<b>Location</b>	<b>Bank</b>
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**SCHEDULE OF PROPOSED SITE ORGANISATION**

The Tenderer is to indicate here the proposed site organization he proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending upon the requirement for timely construction of work, as directed by Engineer-in-charge.

## TECHNICAL SPECIFICATIONS FOR CIVIL WORKS

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the Architect / Consultant & Owner.

The workmanship is to be the best available and of a very high standard, use must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted.

The materials and items to be provided by the contractor shall be the best of their respective kinds as specified in the tender and in accordance with the samples approved, where materials or products are specified in these specifications and/or Bill of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the contractor will require to obtain prior approval of the Architect / Consultant and owner for using substitute material or product. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Architect / Consultant and owner.

Samples of all materials are to be submitted to the Architect / Consultant/owner for his approval before the contractor orders or delivers in bulk in the site. Samples together with their packing are to be provided by the Contractor free of charge and approved samples will be retained by the owner and designer for comparison with the materials which will be delivered to the site.

Should any materials be rejected by the Architect / Consultant/owner, they will be removed from the site at the Contractor's expense. Also the contractor will be required to submit specimen finishes of colors, fabrics, etc. for approval of Architect / Consultants/ owner before proceeding with the works. Should it be necessary to prepare shop drawings, and then four copies of such drawings shall be submitted for approval of the Architect / Consultant who will retain two copies, all at the Contractor's expenses.

**Timber** generally is to be the best of its kind, well and property seasoned, of natural growth, free from work holes, large loose or dead knots or other defects and sawn die square and not to suffer from warping, splitting or other defects through handling.

**The hardwood is** to be Hollock or red Maranti with moisture contents not more than 20%.

**Teak** is to be the best quality from Dandeli free from soft heart, worm and bee holes, and weighing not less than 50 lbs. per cubic foot with maximum moisture contents of 12%. Teak veneers and flitches shall match each other throughout and, where possible, shall match existing flitches in the building.

**The particleboard** shall be of high density, equal or superior quality to that laid in the I.S. 3478 and as approved by the Architect / Consultant.

**The blackboard** shall be of Mysore, Anchor or P.G Brand, one of the following I.S. Specification or such approved adhesives shall be used: -

I.S. 851 - 1957: Synthetic Resin adhesive for construction work in wood.

I.S. 849 - 1957: Cold setting case in glue for wood. Where glued joinery and carpentry work is likely to come into contact with moisture, the glue shall be waterproof. The use of animal glues will not be permitted.

Flush doors of hollow framed core insulated construction shall be constructed with 4" wide stiles, top and bottom rail, one 4" wide horizontal intermediate rail and two 4" wide diagonal braces, filled in solid with approved rigid type polyurethane doors shall be constructed with one 3" wide and one 5" wide stile, 4" wide top and bottom rail, one 4" wide horizontal intermediate rail and 2" wide diagonal braces; filled in as described before.

Flush doors of hollow framed core construction shall be constructed with 3" wide stiles and top rails, 5" wide bottom rail, two 6" wide horizontal intermediate rails with beehive core of 1" wide filling pieces at 4" centres both ways and blocked out as necessary for lock and hinges. All horizontal members shall have 1/4 dia. borings.

All doors shall consist of selected hardwood properly jointed together and they shall be covered on both sides with 3/16" teak veneered plywood or as specified. Each door is to be lipped all around with 1/2" teak twice-rebated edging tongued to the stiles and rails and mitered. The doors are to be the full thickness as specified. The lipping on the meeting stiles of folding doors shall be increased to take the rebate as specified.

Frames to doors, windows, etc. shall be of hardwood or teak as specified and to the required sizes with all necessary mouldings with mortised and tenoned joint, lead and teak pins and secured in position as specified.

Shelves generally shall be constructed of plywood with edgings of 1" teak tongued on.

Timber is to be cut to the required sizes and length as soon as practicable after the works are begun and stored under cover so that the air will circulate freely around it. Joinery is to be prepared immediately after the finalization of the contract framed up (but not boned) and stored until required for fixing in position, when it is to be bonded and wedged up. Any portion that warps or develop shakes or other defects are to be replaced before wedging up. The whole work is to be framed and finished in a proper workman like manner, in accordance with the detailed drawings, and fitted with all necessary metal ties, straps, bolts, screws, etc.

Turning bonded joints are to be cross-tongued with teak tongues and where over 1/2" thick, to be double cross tongued. Joiner's work generally is to be finished with fine sand papered surfaces unless otherwise specified.

Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during the time they are in use.

Grounds are to be clean sawn, free from large knots, splayed as required and plugged and fixed to walls, etc. at 1'-6" centres unless otherwise specified.

Wood plugs are to be cut on the twist. Patent wall plugs or plastic fillings may be used in lieu of wood plugs with the prior approval of the Architect / Consultant.

All unexpected surfaces of timber, e.g. false ceilings, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of Atlas `A' or other equal and approved timber preservative before fixing or bedding

The service stations, bar counters, shelving, etc. shall be generally constructed of plywood as described and specified properly housed, grooved tongued, glued, blocked and screwed together and entirely to the satisfaction of the Architect / Consultant.

The banquettes, chairs, tables, etc. shall be generally constructed of teak, foam rubber and fabric as described and specified, properly housed, grooved, tenoned, tongued, glued, blocked and screwed together in the manner of good quality furniture and entirely to the satisfaction of the Architect / Consultant & owner. A prototype sample of all custom made pieces must be prepared and submitted to the Architect / Consultant for his owner's approval before proceeding with the work in quantity.

#### **HARDWARE & METAL:**

The hardware throughout shall be of approved manufacture and supply, well made and equal in every respect to the approved samples to be deposited with the owner and Architect / Consultant. For the purpose of approval of samples, the contractor may be required to produce and provide to the Architect / Consultant, samples from many different sources and should allow in his rates for the same.

Fittings generally shall have satin chrome or anodized finish unless otherwise stated and shall be suitable for their intended purpose of use.

Screws are to match the finish of the article to be fixed and to be round or flat headed or counter sunk as required.

The bronze and brass surfaces shall be covered with thick grease or other suitable protective material renew as necessary and subsequently clean off and clear away on completion.

Aluminium and stainless steel shall be of approved manufacture and suitable for its particular application generally, the surfaces of all aluminium shall have an anodized finish and the quality and finish both shall comply with the samples approved by the Architect / Consultant & owner.

All steel, brass, bronze, aluminium and stainless steel articles shall be submitted for test for strength, if so, required by the Architect / Consultant & owner, at the contractor's expenses.



All brazing and welds are to be executed in a clean and smooth manner, rubbed down and left in the flattest and tidiest way, particularly where exposed.

Chromium plating shall be in accordance with B.S. 1224 or as per approved specifications for "normal outdoor conditions", and shall be on a base material of copper or brass.

### **FIBRE GLASS**

The fiberglass decorative panels shall be constructed or 30% glass fibre chopped strand mat reinforced with 70% polyester resin; the fiberglass and resin to be either pigmented or sprayed with and fired with tarred paint. The panels shall be made in moulds to the approved design as per drawings and to the thickness required by the Architect / Consultant. The fiberglass panels are also obtainable from the approved suppliers.

### **GLAZIER**

All glass to be approved manufacture complying with is: 3548-1966, or as per approved quality and sample, to be of the quality specified and free from bubbles, smoke wanes, air holes and other defects.

The compound for glazing to metal is to be a special non-hardening compound manufactured for the purpose and of a brand and quality approved by the Architect / Consultant & owner.

In cutting glass, proper allowance shall be made for expansion each square of glazing to be in whole sheet. On completion, clean all glass inside and out, replace all cracked, scratched or broken panes and leave in good condition to the satisfaction of the Architect / Consultant & owner.

### **PAINT & POLISHING**

All materials required for the works shall be of specified and approved manufacture, delivered to the site in the manufacturer's containers with the seals, etc. unbroken and clearly marked with manufacturer's name or trade-mark with a description of the contents and colour. All materials are to be stored on the site of the works.

Spray painting with approved machines will be permitted only if prior written approval has been obtained from the Architect / Consultant. No spraying will be permitted in the case of priming neither coats nor where the soiling of adjacent surface is likely to occur. The nozzle and pressure to be so operated as to give an even coating throughout to the satisfaction of the Architect / Consultant. The paint used for spraying is to comply generally with the specification concerned which is to be specifically prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed.

Wood preservation shall be Solignum or other equal and approved impregnating wood preservative, and all concealed woodwork shall be so treated.

All brushes, tools, pots, kettles, etc. used in carrying out the work shall be clean and free from foreign matter, and are to be thoroughly cleaned out before being used with a different type of class of material.

All iron or steel surfaces shall be thoroughly scrapped and rubbed down with wire brushes and shall be entirely free from rust, mill scale, etc. before applying the priming coat.

Surfaces of new woodwork, which are to be painted, are to be rubbed down, knotted and stopped to the approval of the Architect / Consultant & owner.

Surfaces of previously painted woodwork which are to be repainted shall be cleaned with soap and water, detergent solution or approved solvent to remove dirt, grease, etc. whilst wet the surfaces shall be flatted down with a suitable abrasive and then rinsed down and allowed to dry. Minor areas of defective paint shall be removed by scrapping back to a firm edge and the exposed surface touched in with primer as described and stopped with putty. Where woodwork has been previously painted or polished and is to be newly polished, the same shall be prepared with scrapping, burning off or rubbing down.

Surfaces of previously painted metal which are to be repainted shall be cleaned down and flatted down as described in surfaces of previously painted woodwork. Minor areas of defective paint and any rust and loose scale shall be removed completely by chipping, scrapping and wire brushing back to the bare metal and touched in with primer as described.

## **PLASTER**

Cement/lime plaster for internal surfaces shall be applied in two coats, as follows:

Undercoat 3/8" thick composed of 1 part cement, 4 parts lime putty, 12 parts clean washed sane, measured by volume, the whole laid evenly, straightened with a rule and scratched to form key.

Finishing coat 3/8" thick composed of 1 part cement, 3 parts lime putty, 6 parts clean washed sand, measured by volume, trowelled with a steel trowel to a smooth or textured finish in accordance with samples approved by the Architect / Consultant.

A minimum period of 7 days must elapse between the application of undercoat and finishing coat. The total thickness of the plaster must not exceed 3/4".

Rough rendering shall be composed of cement and sand (1:4) floated to the thickness required to fill in voids behind facings, dubbing out to uneven surfaces, etc. Dubbing out must not under any circumstance exceed 1" in thickness at any point.

Screeds and backings shall be composed of cement and granite fine or sane (1:3) and shall be properly laid to rules and floated to a surface suitable to receive the finishing's specified.

Mixing of lime/cement plaster, cement rendering and screeds shall be carried out with machine driven roller-pan mixers of a type and size approved by the Architect / Consultant. For smaller quantities, or in exceptional circumstances, the Architect / Consultant may require or approve mixing by hand on a clean dry floor or platform. Measurement of all constituents is to be made by means of gauge boxes. Gypsum plaster shall be of approved manufacture, delivered to the site in the manufacturer's sealed bags or drums, bearing the name of the manufacturer and the brand of plaster are to be in accordance with B.S.1191 for the following types -

Undercoat plasters are to be borrowing or "slow setting browning" of class "B", type a - retarded semi-hydrates.

Finishing plaster used on undercoats is to be of Class `B' type b - retarded semi-hydrates or class "B" type c - dual-purpose plaster.

Finishing plaster used on plasterboard is to be of "Board finish" type, Class "B", type b - retarded semi-hydrates.

Keeps Cement is to be dual-purpose type in accordance with class "B", type C. Plaster of Paris to be in accordance with class "B".

Joints of brickwork, etc. are to be thoroughly raked out and loose particles of mortar, etc. brushed out to form key for plaster. Concrete work generally is to have a coat of "spatter dash" applied to form key for plaster, etc. The concrete shall be dampened immediately after removal of formwork and "spatter dash" consisting of 1 part of cement and 2 1/2 parts coarse sand (by volume) mixed to the consistency of a thick slurry, thrown on with a hand trowel to thickness not exceeding 1/4". The "spatter dash" shall be waited one hour after application and left to harden.

All paving, wall linings, etc. are to be adequately covered up and protected until the completion of the works. The whole of the finished work to be cleaned off and left in a sound and perfect condition to the satisfaction of the Architect / Consultant & owner. Where particularly, required, paving will not be laid until completion of all other work.

Gypsum plaster to surface of concrete or brickwork is to be two-coat as follows:

Undercoat composed of one part "browning" or slow setting browning plaster as described above with two parts of sand, the whole laid on evenly, straightened with a rule and scratched to form a key.

Finishing coat to be as described above, applied neat of with an admixture of not more than 25% volume by lime putty, trowel led with a steel trowel to smooth even surfaces.

The total thickness of two-coat work must not exceed 1/2".

Gypsum plasterboard shall be of approved manufacture and in accordance with B.S. 1230. Consisting of a core of set gypsum plaster in accordance with B.S. 1191 sandwiched between two sheets of heavy paper to a nominal thickness of 3/8". Plasterboard is to be nailed to timber bearers with 1 1/4"

\* 12 S.W.G. galvanized screws with 3/8" dis. heads, spaced about 6 inches apart and not less than 3/4" from the edges and ends. Nailing is to commence at the centre of the board. Boards are to be spaced 1/8" to 1/4" apart at the joints and end joints are to be staggered to break bond. The boards are to be fixed and cleaned at least 24 hrs. Before the application of plaster and in no circumstances should it be wetted before plastering.

Gypsum plasterboard is to be prepared for plastering by filling the joints with 'board finish' gypsum plaster as described above and pressing into the plaster, dry reinforcing jute scrim cloth 3 1/2" wide trowelled as flat as possible. When the plaster to the scrimed joints has set, thin coat of neat gypsum plaster is to be applied over the whole surface to level up followed immediately by a finish coat to a total thickness of 3/16". The finish coat when almost set is to be trowelled to a smooth surface using as little water as possible applied with a brush. The admixture of lime with gypsum plaster will not be permitted.

Internal wall tiling is to be of a quality and equal to samples approved by the Designer as suitable for the standard of work required. Tiles are to be of 'A' Grade. Indian manufacture size 4 1/4" \* 4 1/4 \* 6mm thick cushion edge colored egg shell glazed tiles fixed complete with rounded nosing tiles to external angles or as specified. The tiles are to be soaked in clean water and brushed on the underside with cement slurry before bedding on a cement and sand (1:3) and painted in neat white or colored cement.

Paving composed of cement and sand (1:3) are to be trowelled smooth with steel trowel or floated with a wooden hand float as required.

Dividing strips of brass, stainless steel or plastic as specified and on approval, shall be provided and bedded to, finished flush with finished floor levels between different types of paving or where abutting wood floors.

Stone flooring and cladding should be of dimensions, quality and colour as specified and shall conform to the relevant I.S. specification samples of stone materials should be got approved by the Designer/Client prior to installation allowed without extra charge, unless such variations are made after conduits, cables, etc. are fixed.

All cables shall be of 1st quality manufacturer and the Main Contractor will be required to submit a sample of wiring materials to the Designer & owner, for their approval before commencing the installation.

#### **FABRIC AND WALL COVERINGS:**

The fabrics or wall coverings shall be supplied by the owner in conformity with the details shown on colour scheme charts. The wall paper or fabric shall be applied with an approved method or adhesive after necessary preparation of surfaces and in accordance with the manufacturer's recommendations and to the approval of the Architect / Consultant. The lengths of wall covering are to be hung with an overlap of

at least 1" and cut flush as recommended by the manufacturer. A sample of the colour and style shall be produced for the Architect / Consultant's / owner approval.

**PLYWOOD:** Used mainly for the body-work of this furniture, shall be Kit ply, Green ply, century, Archid Ply or multi ply suitable for veneering, painting or bonding plastic laminate. It shall be a resin bonded, specification, "marine", brand or equivalent. Exposed edges will be finished with a piece of solid wood, tongued, grooved and glued, or as detailed.

**HARDWARE:** Hinges, locks, latches, door tracks, etc. shall be as specified, and as far as is possible of specified manufacture. In any variation of this the quality of the substitute shall be equal to or better than the originally specified, and the sample should be submitted to the designer \ owner for prior approval.

**METAL:** Where metal lags, frames, sheets, etc. are used, these shall be welded, brazed, bolted or reverted as required and on finished surfaces welding, brazing and riveting shall be neatly smoothed so that no evidence of this is apparent on the final finish of the metal which will be as specified on drawing.

On all legs wood or metal, nylon glides or heavy duty castors as indicated, are to be installed.

**FINISH:** This will be as indicated on the drawing and colour scheme charts, and materials (timber, plastic, laminates, lacquer, paints, etc.) must be as specified. No variation will be accepted unless with the prior approval of the Designer & owner. "Backs" of cabinets, etc., where wall hung shall be treated with an approved brand or wood preservative. Full size drawings or prototypes are to be submitted for approval if requested.

**NOTE-1:** This specification is of a general type only and must be used in conjunction with the drawings of the particular item being made. Anything showing on the drawing, but not in the specification must be complied with and vice versa.

**NOTE-2:** -Where ever applicable only I, S.I. Approved first class materials are to be used. In other cases where I.S.I. specifications/certifications are not available the superior range quality materials are to be used and all the products got approved by the Architect / Consultant/Bank.

The Architect / Consultant / Bank reserves the right to specify a particular brand name of a product, in his sole discretion, for use in the contract. No excuse from the contractor as regard variation in rates, in this context will be valid. All dimensions mentioned for all wooden sections (covered or exposed) are "OUT OF" dimensions. All site items procured by the contractor from the manufactures, such as ply, veneer, laminates, wood, Italian marble, ceramic tiles etc., shall be within the allowable tolerances as specified by the manufacturer.

## **TECHNICAL SPECIFICATION FOR INTERIOR WORKS**

### **CARPENTRY & JOINERY**

#### **1.0 GENERAL:**

Arrangement for procurement of timber sections shall be made with the receipt of order to facilitate natural air seasoning at site.

The contractor shall invariably submit test certificate in case where seasoned and treated timbers have been specified. Arrangements for test check at site for random sample shall be made by the contractor.

No timber material shall be painted till such time it has been approved by the Architects/Consultant. A coat of primer shall immediately be applied on receipt of approval from the Architect / Consultant. The final painting shall be done as indicated in the schedule or as directed by the Architect / Consultant has given approval to proceed with final painting.

If after finishing and erection of wood work any undue shrinkage or cracks due to hard workmanship or materials is found, the contractor shall remove the same and supply better and approved materials at his own cost.

All wood shavings, cuttings and other rubbish shall be removed and the site left clear at the work progress. All precautions against fire shall also be taken by the contractor.

#### **2.0 WORKMANSHIP**

##### **2.1 FRAMES:**

The workmanship shall be the first class and to the approval of the Architect / Consultant. Scantlings and boarding shall accurately be sawn and shall be of the required width and thickness with allowable tolerance. All carpentry work shall be brought (planed) except where otherwise described. The workmanship and joinery shall be accurately set out in strict accordance with the drawings and shall be framed together and securely fixed in approved manner with properly made joints. All work is to be properly tenoned, shouldered, wedged, pinned, bedded, etc. and properly glued with approved quality adhesive to the satisfaction of the Architect / Consultant.

All edges of timber frames shall be protected from being damaged during construction by providing rough timber casing securely fixed and other adequate protective measures. Door/Windows frames shall have cut rebates. Planted rebates unless shown in drawing shall not be permitted.

All fully fabricated timber shall be air seasoned at site for about 2 months to allow for any shrinkage that may take place. As such it is desirable that the fabrication of frames is started with the commencement of the project work.

The faces of frames or any timber coming in contact with masonry or concrete or embedded in ground shall be treated with hot tar primer or creosoted before they are placed in position.

No frame shall be painted until it is inspected by the Architect / Consultant and passed. Immediately after it is passed, it shall be given a coat of primer, the final painting or polishing shall be done only when advised by Architect / Consultant.

The hold fasts shall be fixed to frame with M.S. Screws in case of wooden frames. The other end (split ends) shall be embedded in cement concrete (1:2:4) of appropriate size as shown on drawing or as directed by the Architect / Consultant. Wherever asked for, rawl plug, fastener or bolts of appropriate size, as directed, shall be used for fixing of framings, hangers etc. which will be paid for separately.

#### **2.1 PANELED AND GLAZED SHUTTER:**

Solid wood panels for shutter shall be of pattern and size as specified. Generally each panel shall be in a single width piece. If unavoidable, the panels can be made from more than one piece with the prior approval of the Architect / Consultant. In such cases, the pieces shall be jointed with continuous tongue and groove joints and glued, together and reinforced with metal dowels. Jointed pieces of timber groove in paneled portion, for the panel to fit in tenons in rails shall pass through the styles. While assembling leaf, styles shall be left projecting as a horn. After the joinery work is assembled and approved by the Architect / Consultant the joints will be pressed and secured by about 6 mm. dia bamboo/wooden pins and the horns of styles sawn off.

The grains of the solid panel shall run along with the longer dimensions of the panel. Panels shall be framed into grooves to the full depth of groove leaving an air-space of 1.6 mm. and the faces shall be closely fitted to the sides of the grooves.

The styles and rails of glazed shutter shall be rebated of sizes as shown in drawing to receive glass.

#### **2.4 SHUTTERS:**

Shutters shall be planned at site to match the finished dimension between rebates of frames leaving an uniform gap of not more than 3 mm. between the frame and the shutter and. Shutters shall be held by screws, as per drawing and specification and properly threaded in. The finished work shall be true to plumb and true to shape. The shutters shall be so fixed, that while closing the left hand leaf of the shutters is closed first and the right hand leaf of the shutter overlaps on the left hand leaf by minimum 20 mm.

## 2.5 Specification Text for Sliding Door Operator:

Supply & Installation of Automatic sliding door operator of Dorma make or approved equivalent complete with toughened glasses, installation using necessary screws, fixtures, sealants etc., with modular design & including internal cover for the following application.

Single Panel/ 2-panel sliding door

Operator Dimensions (H x T): 100 x 180 mm.

Clear Passage Width of Upto 2000 mm

Clear Passage Height of Upto 3000 mm

The operator should comply with guidelines for power-operated windows, doors and gates BGR 232, the UVV and the VDE regulations. The operator should be TÜV design tested, tested according to the low voltage guidelines and produced according to ISO 9001:2000 standards. It should comply with future European standards and specifications per **EN 12650**. The Automatic Door Supplied should have the following features:

- Automatic sensing using motion detectors
- Microprocessor-controlled control unit, self-learning, reversing when obstruction is encountered.
- Adjustable parameters for opening and closing speed, hold-open time and opening and closing force.

Class of protection IP 20.

- Sturdy design with Self balancing Panel suspension system and with Anti-Jump fitting.
- Auto Error Display, with Error Code Display for error correction.
- Read-out error store with error codes
- Fail Safe / Fail Secure: Choice between emergency opening (Fail Safe) and emergency closing (Fail Secure) in the event of a power cut (with battery pack).

Safety Photocells: 1/ 2 Pair of Photocells are provided for safety of passenger standing in line of motion of Moving Panel and for through-passage monitoring.



## ANNEXURE-II

### PREQUALIFICATION OF CONTRACTOR

#### Basic Information (to be submitted)

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office in state/District where Project is located (With Phone Nos Fax Nos & Email ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.)  (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm  a) b) c)  Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.  Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field.  b. Whether ISO certified, furnish the details.	

8	Area of business activities other than construction, if any, and place of business.	
9	Address of business activities other than construction if any, and place of business.	
10	Address of office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.  a. Three similar completed works each costing not less than ` 18.66 Lakhs OR  b. Two similar completed works each costing not less than ` 23.32 Lakhs OR  c. One similar completed work costing not less than ` 37.32 Lakhs	
11	[a] Yearly turnover of the organization during last 3 financial years (year wise) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last –3- years.  [b] Committed turnover in  2021 – 2022  2020 – 2021  2019 – 2020  [c] Turnover till Mar 23 (As per requirement of the project financial year may be modified)	
12	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	1. 2. 3.
13	Enclose copy of latest income tax clearance certificate.	
14	PAN No./Aadhar No. if any	
15	Details of registration for GST.	

16	Detailed description and value of works done (Proforma 1) and works on hand (Proforma-2)	
17	Details of Key Personnel Permanently employed (Proforma -3)	
18	Other infrastructural information to be used/ referred for this project. List of available plants, machineries equipments etc.	
19	Furnish the names of -3- responsible persons along with their designation, address, Tel. No., etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
20	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation.  Give name of court, place, and status of pending litigation.	Attach a separate sheet if required.
21	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
22	No. of supplementary sheets attached for Part – II	

NOTE: Attach extra sheets with Sr. No. if the space found less.

## ANNEXURE –III

### LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS AND ABOVE (to be submitted)

Sr. No.	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (`)	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose clients certificate for satisfactory completion.
1	2	3	4	5	6	7	8

#### Notes:

1. Information has to be filled up specifically in this format. Please do not write remark“As indicated in Brochure”.
2. Date shall be reckoned from the date of advertisement of the notice in newspapers or Bank’s website.
3. For certificates, the issuing authority shall not be less than an Executive In charge.

## ANNEXURE-IV

### LIST OF IMPORTANT WORKS ON HAND (to be submitted)

Sr. No.	Name of work/ project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount ( ` ) (for PMC work only) with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information
2	3	4	5	6	7	

Note:-

Information has to be filled up specifically in this format. Please do not write remark “Asindicated in Brochure”.

**(To be sought in conjunction with Annexure – II)  
ANNEXURE-V**

**DETAILS OF KEY PERSONNEL, GIVING DETAILS  
ABOUT THEIR TECHNICAL QUALIFICATION  
& EXPERIENCE INCLUDING THAT IN YOUR  
ESTABLISHMENT.**

Sr. No.	Description	Name and designation	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing over 40% of project cost	Date from which employed in your organisation.	Indicate details of experience for similar projects.
A	B	C	D	E	F	G	H	I	J
1	Details of In-house Qualified Architects								
2	Details of Qualified In-house Structural Engineers.								
3	Details of Qualified In-house Civil Engineers, with details of experience in similar works.								
4	Details of In-house qualified water supply & sanitary Engineers.								
5	Details of In-house Qualified Electrical Engineers								
6	Details of In-house Qualified Engineers for Fire Protection & Detection Works								
7	Details of other in-house Specialists available a) For lift Works & other Electro Mechanical Works HVAC, Pumps & generators, etc.								
8	Details of in-house qualified Air conditioning Engineers.								

Sr. No.	Description	Name and designation	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing over 40% of project cost	Date from which employed in your organisation.	Indicate details of experience for similar projects.
A	B	C	D	E	F	G	H	I	J
9	Details of in-house Specialists available for landscaping work								
10	Details of in-house Specialists for any other work								
11	If the applicant is having existing association/ collaboration or likely to form a consortium of/ with other Consulting Engineers the details of the intended set up shall be given along with details of technical staff similar lines the activities from items 2 to 9 above the details to be given along with the details of the firm they intend to collaborate.								

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
2. Indicate other points, if any, to show your technical and managerial competency to Indicate any important point in your favour.

## APPROVED MAKE OF MATERIALS FOR INTERIOR WORKS, PLUMBING & CIVIL WORKS

NOTE:

All materials shall be of the first quality.

Sr. No.	LIST OF NOMINATED MATERIALS & SUPPLIERS	SUGGESTED MAKE LIST
<b>1</b>	<b>INTERIOR WORK</b>	
	MDF / Plywood	NUWUD / Century / Asain / Archid /GREENPLY or equivalent
	Laminated sheet	Archidlam National/ Formica/ Greenlam/MERINO
	Veneer	Green / Duro / Century / Timex / Anchor or equivalent
	Particle board ( only for modular w/s & storage Unit)	Archidply /Greenlam/Century equivalent ISI make
	Acrylic sheet	ICI, GE or equivalent ISI make
	Marine grade plywood	Century, Kitply, Greenply, Anchor, Orchid, Prince
	Adhesive	Fevicol / Araldite/Anchor or equivalent
	Solid Surfaces ( Curion)	DUPOINT/HI-MAC/ STARON OR equivalent
	Marine grade Block Board	Century, Kitply, Greenply, Anchor, Orchid or equivalent
	Flush Door	Century, Kitply, Greenply, Anchor, Orchid or equivalent
	Polish	Asain / Dulex or equivalent
	Latex	MM Foam or equivalent ISI make
	High density foam	U Foam or equivalent ISI make
	Locks	Godrej / Haffle / Hettich / Ebco or equivalent
	Storage Hardware	Godrej / Haffle / Hettich / Ebco or equivalent
	Screws / Nails & other accessories	GKW / Nettleford or equivalent
	False Flooring	Kebao , Armstrong , AMF or equivalent
	Vinyl Flooring	Armstrong ,gerflor, Eurotex ,
	Carpet	Unitex, Armstrong,
	Wooden laminated flooring	Pergo / Armstrong / Euro / Squarefeet or equivalent
	Plain/Toughened glass	Saint- Gobain, Indo Asahi , Modi or equivalent
	Hardware for general staff areas	Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent
	Hardware for main Glass doors (patch fittings)	Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent
	Door Closers (general use)	Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent
	Floor springs (general use)	Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent
	Floor springs for main glass doors	Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent
	Aluminium Sections for Partitions	Jindal / Tata steel or equivalent
	False Ceilings: Gypsum	India Gypsum / Saint Gobin / Asia
	False Ceilings: Grid ( As Approved )	Armstrong / AMF or equivalent
	False Ceilings: Grid ( Metal Ceiling)	Unimech / AMF / Armstrong /
	GI Sections	India Gypsum / Saint Gobin / Jindal or equivalent
	Acoustical False Ceilings: Mineral fiber board	Armstrong, Hunter Douglas / Peritex or equivalent
	POP Punning	Gyprock / India Gypsum / Birla
	Paint	Asian / Nerolac / Dulex / Berger or equivalent



	Exterior Paint	Asian / Nerolac / Dulex / Berger or equivalent
	ACP ( Exterior / Interior)	Alstone / Eurobond /Alucobond
	Cylicon	G E / Dow corning / Wacer
	Rolling / Vertical Blind	Vista / Peritex / Winfab / MAC or equivalent
	Frosted Film	Garware or equivalent
	Aluminum Skirting - 50mm	Jindal or equivalent
	Water Proofing	Pidilite or equivalent
	HardWood	Salwood / Teakwood/kapoor
	Automated Rolling Shutter	Gandhi Automation/Toshi Automatic Systems/Akash Rolling Shutter
	Glass	Saint Gobin / equivalent
<b>2</b>	<b>Plumbing</b>	
	CP Fitting	Jaquar /Hindware or equivalent
	Sanitary Ware	Hindware / Cera / Parryware or equivalent
	Sanitary Fittings	Jaquar /Hindware
	Geyser	Bajaj / Sphere Hot / Crompton /Racold / V Guard / Havells
	Stainless Steel sink	Nirali / Diamond or equivalent
	C.I. Pipe	Bengal Iron Corporation or equivalent ISI make
	Urinal Partition Glass	Merino / Saint Gobain/ Modi / Asai
	GI Pipe	Tata/ Jindal / Zenith or equivalent
	CP Fitting	Pince /Astral or equivalent
	PVC & CPVC Pipe	Pince /Astral or equivalent
<b>3</b>	<b>Civil Work</b>	
	Ceramic Tiles/vitrified homogeneous glazed tiles.	HR Johnson, Kajaria, Nitco,ASL or equivalent
	Cement	Ultratech , ACC , JK Cement , Ambuja
	Chemical Pasting (Tiles)	Pidilite , Fosroc , Eurokart
	Steel	Sail ,Tisscon , Ispat , Tata
<p><b>Note : Contractors shall supply and provide make of materials only as specified above in case the specified make are not available in the market the contractors shall use equivalent make of materials only with approval from Architect.</b></p>		

## SCHEDULE OF RATES - PREAMBLE

1. The schedule of rate should be read in connection with all the other sections of the tenderer.
2. The quantities shown against the items of work are only approximate and may vary to any extent. No extra whatsoever shall be entertained.
3. The rates inserted in the bills of quantities are to be for the full inclusive of value of the work described under the several items, including all costs and expenses which may be required in and for the construction and full protection of the work described, together with all risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The quoted rates shall be for all heights, lifts and leads unless otherwise mentioned specifically in the description of item.
4. General direction and description of work and materials given elsewhere in the contractor documents are not necessarily repeated in the Bill(s) of quantities. Reference to be made to the other documents for the full information/details.
5. The contractor shall be deemed to have visited the site before quoting for the tender and to have examined for himself the conditions under which the work will be carried out including local conditions under which the work will be carried out including local conditions affecting labour and to have studied the items of the bills of quantities, the drawings and specification, relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services as necessary for the works described even though there are not specifically defined.
6. Tenderer is advised to read items of works carefully and quote the rates accordingly. However, if he quotes different rates for the same items) of work under different schedules of items, the lowest rates quoted shall be made applicable to all the Bills of quantities and the contract sum corrected accordingly.
7. Where an item of work not mentioned in a particular bill of quantities, is required to be executed and where the rate for such an item of work is quoted under a different bill of quantities forming a part of this contract, then the contractor being called upon shall execute the work and shall be paid at the rate so quoted. Nothing extra over shall be payable on this account.
8. The drawing(s) attached with this tender document are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed.
9. The rates quoted by the tenderer shall be deemed to be for the execution of the works in accordance with the "Construction Drawings" (to be supplied to the contractor at the "Design Aspect" of these drawings).
10. The rates quoted by the tenderer shall include all labour, tools and plants, materials inclusive of all, transport, loading, unloading charges, all levies, all taxes, excise duties, etc. at the time of quoting their rates. The quoted rates shall remain firm throughout the contract period. No escalation on prices of labour and materials shall be entertained.

## **SCHEDULE OF QUANTITIES - PREAMBLE**

All items of work contracted for shall be executed strictly in accordance with the description of the item in the Schedule of Quantities, relevant drawings and specifications read in conjunction with the appropriate Indian Standard specifications and conditions of the contract and established Engineering practices.

The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of:-

- All materials, fixing materials, accessories sequence of operations, appliances, tools, plant equipment, transport labour and incidentals required and completion of the work called for in the item and as per specifications and drawings completely
- Wastage on materials and labour
- Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing in position, protecting, disposal of debris as directed and all other labour necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.
- Liabilities, obligations and risks arising out of conditions of contract.

All requirements of specifications, whether such requirements are mentioned in the item or not shall be provided for the specifications and drawings where available are to be read as complimentary to any part of the schedule of quantities and any work called for in one shall be taken as required for all similar items.

In the event of conflict between Schedule of Quantities and other documents including the specifications the most stringent among them shall apply and the interpretations of the consultants/owner shall be final and binding.

The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the accepted rates.

This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INK. The entries under amount column shall be rounded off to the nearest Rupee.

No alterations whatsoever is to be made either to the description of items in the Schedule of quantities or specifications unless such alterations, is clarified in writing by the consultant/owner. Any such alterations, notes or additions shall unless clarified in writing be disregarded when tender documents are considered. Any observation on BOQ should be made in the letter accompanying technical bid for proper consideration and on disfiguring or overwriting in the documents is permitted.

In event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of rates.

All errors in totalling in the amount column and in carrying forward totals shall be corrected.

Unless otherwise stated, all measurements shall be taken in accordance with Indian standard for building of Measurements IS 1200 latest revision effective on the date of measurement for interior items as applicable.

Any errors in quantity of items from the contract schedule shall not vitiate this contract but shall be corrected and deemed to be a variation by the Architect / Consultant/Owner.

#### **DRAWINGS AND DATA**

Within two weeks of placement of order/letter of intent contractor shall furnish the following data in triplicate for approval by Architect / Consultant/Owner.

General arrangement drawing of the equipment on orders showing plan, elevations, and sectional views, mounting details.

Bill of materials.

Descriptive catalogues, characteristic curves, duty point efficiency factor and technical particulars of all the various equipment's offered.

#### **SPARE PARTS AND MAINTENANCE FOR MATERIALS SUPPLIED**

Tenderer shall offer along with the bid, duly recommended by manufacturer set of spare parts required for a period of 1 year's continuous operation. Itemized unit prices with exact quantities recommended for these spares shall be separately indicated for consideration of the Owner/Consultant.

## **DOCUMENTS MUTUALLY COMPLIMENTARY**

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the Consultant/Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

## **INSTRUCTIONS DURING EXECUTION**

On the advice of the Owner, the consultants may issue further drawings and written instructions, details, directions and explanations collectively referred to as "Site instruction" in regard to:

Variations for modification of the design, quality or quantity of works as addition or omission or substitution of any work therein.

Any discrepancies in the drawings or between the schedule of quantities and/or specifications and/or drawings.

Removal from the site any material brought by the contractor and substitution of any other materials therefore.

The dismissal or removal from work of any person employed thereupon.

Removal/re-examination of any works executed in case of doubt of any nature.

Opening up for inspection of any work covered up without proper tests by the Architect / Consultant.

Oversight on the part of the Architect / Consultant/his assistant to disapprove any defective work or material shall not prejudice the Owner/Consultant, thereafter to disapprove such work or materials and to order pulling down, replacement, removal breaking up or reconstruction.

The Contractor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service conditions, work conditions in conformity with all Acts, Regulations, Rules or order of competent authority under relevant laws in force during the pendency of the contract.

Contractor shall indemnify the Owner from all claims relating to the workers/ staff/ sub-contractors, Salaries, Wages, Overtime, Leave, Provident Fund, Medical facilities, gratuity, Bonus or any other claim as applicable and stipulated in any statutory provisions, rules or order of competent authority.

All materials so far as procurable shall be of the reputed make in the category of manufacture and bear the stamp of quality of the Bureau Standards wherever applicable. The contractor shall furnish documentary proof, test certificates and guarantees as relevant to such materials from manufacturers, which shall match with the date of procurement.

**Signature of the Tenderer/s  
With the Seal of the Company**

**Date:**

**Place:**

# FORM OF GUARANTEE FOR WATER PROOFING

Name of the Project

Free Maintenance Guarantee- Waterproofing

workBy \_\_\_\_\_

We hereby guarantee that the surfaces treated by us for waterproofing in the above work for

M/s \_\_\_\_\_ the general building Contractor for the above work, shall remain water tight, should however due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of five years from the date of virtual Completion of the work i.e. from \_\_\_\_\_ to \_\_\_\_\_ the same shall be rectified by us without any extra cost to the \_\_\_\_\_ (Name of the Bank).

However we shall not be responsible in any way if our work is tampered with or if the body of the structure is damaged due to sinking, cracking and or by any other act of god beyond our control.

Signature of the Waterproofing Contractor

Note: Contractor will submit Performance Bank Guarantee for 5 years having value of 10% of total water proofing work.

## COMMERICAL BID - ENVELOPE - 2

### SUMMARY SHEET

<b>PROPOSED CIVIL , PLUMBING AND SHEET ROOFING WORKS IN TERRACE FLOOR ROOF TOP FOR TEMPORARY SHED, BANK OF BARODA, MANGALORE</b>			
<b>SUMMARY</b>			
			<b>DATE :</b>
<b>SL No</b>	<b>PART</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
1	A	<b>CIVIL , PLUMBING AND SHEET ROOFING WORKS</b>	
		<b>GRAND TOTAL</b>	
<b>IN WORDS</b>			

Date:

**Signature of the Tenderer  
Address with company seal.**

**Notice: TENDERERS SHOULD SUBMIT DULY SIGNED XEROX COPY OF PRICE BID IN  
SAME COVER. TENDERERS MUST VISIT THE SITE AND INSPECT FOR THEMSELVES  
THE ACTUAL WORKS TO BE CARRIED OUT BEFORE SUBMITTING THE TENDER.**



**PROPOSED CIVIL , PLUMBING AND SHEET ROOFING WORKS IN TERRACE FLOOR  
ROOF TOP FOR TEMPORARY SHED, BANK OF BARODA, MANGALORE**

**PRICE BID**

**DATE :**

SL No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>A</b>	<b>Roof Sheet works</b>				
1	Erecting M.S.tubular trusses of all spans with prefabricated steel applications using quality material and are durable, reliable and corrosion and abrasion resistant. Welding shall confirm to latest structural welding code. Quality shall be on Various parameters like shape, size, design guage and polish.The work includes cutting, straightening, placing in position of M.S. pipes and welding wherever necessary and applying one coat of redoxide primer coat to all the members including cost of all materials, labour charges and hire charges of machineries for cutting, welding, grinding and erection equipments with all lead and lift, transportation etc., complete as per specification.	M.T	8.10		
2	Providing and installing of pre painted Galvolume iron Trapezoidal profiled sheet of <b>TATA</b> make 1060mm width(1000 mm cover width),28-30 mm crest height with crest distance of 200 mm c/c with 2ribs at the center for stiffening .the total coated thickness(TCT) of the sheet will be 0.47mm+/-0.02 mm tolerance Zinc Alu coating alloy coating AZ150 GSM as per ASTM1397/A755-550 mpa steel grade ,5-7 microns epoxy primer on both side of the sheet and polyster top coat 20-22 microns using self drilling /self tapping screws of 25mm legnth to be fixed over the existing purlins,rafters,channels and trusses.	Sft	3740.00		
3	Providing and installing of FRP translucent Trapezoidal Rib sheet of approved make 1060mm width(1000 mm cover width),28-30 mm crest height with crest distance of 200 mm c/c with 2ribs at the center for stiffening ,thickness of the sheet will be 1mm +/-0.02 mm tolerance, using self drilling /self tapping screws of 25mm legnth to be fixed over the existing purlins,rafters,channels and trusses.	Sft	1246.00		
4	Providing and installing of approved make pre painted Galvalume iron accessories like, plain ridges, plain gutter, plain flashing , corner trim, etc. The total coated thickness (TCT) of the sheet shall be 0.47 mm +/- 0.02 tolerance mm Zinc-Alu alloy coating AZ 150gsm as per ASTM 1397/755-550 mpa steel grade , 5-7 microns epoxy primer on both side of the sheet and polyester top coat 20-22 microns using self drilling / self tapping screws of 25mm length (width upto 500-600 mm only) to be fixed over the existing purlins, rafters, channels and truss.	Sft	1145.00		
5	Providing and applying two coats of synthetic enamel paint of approved colour to the structural steel work and iron work including scaffolding, if necessary, cleaning and preparing surface (excluding primer coat) etc. complete.	Sft	3228.00		

6	<b>PVC Downtake pipe</b>				
	Supplying & fixing of 4kgf/cm <sup>2</sup> PVC pipe with all materials such as elbow, bend, 45 degree bend or any other accessory required complete and providing necessary connections to connect to the outlet pipe as per the requirement of the site-in-charge, engineer. All fittings to be ISI grade.	Per Ft	87.00		
	4" dia PVC.				
<b>PART A -TOTAL</b>					
<b>B</b>	<b>Cladding Works</b>				
1	Erecting M.S.tubular trusses of all spans with prefabricated steel applications using quality material and are durable, reliable and corrosion and abrasion resistant. Welding shall confirm to latest structural welding code. Quality shall be on Various parameters like shape, size, design guage and polish.The work includes cutting, straightening, placing in position of M.S. pipes and welding wherever necessary and applying one coat of redoxide primer coat to all the members including cost of all materials, labour charges and hire charges of machineries for cutting, welding, grinding and erection equipments with all lead and lift, transportation etc., complete as per specification.	M.T	1.75		
2	Providing and installing of pre painted Galvolume iron Trapezoidal profiled sheet of <b>TATA</b> make 1060mm width(1000 mm cover width),28-30 mm crest height with crest distance of 200 mm c/c with 2ribs at the center for stiffening .the total coated thickness(TCT) of the sheet will be 0.47mm+/-0.02 mm tolerance Zinc Alu coating alloy coating AZ150 GSM as per ASTM1397/A755-550 mpa steel grade ,5-7 microns epoxy primer on both side of the sheet and ployster top coat 20-22 microns using self drilling /self tapping screws of 25mm legnth to be fixed over the existing purlins,rafters,channels and trusses.	Sft	1722.00		
3	Providing and applying two coats of synthetic enamel paint of approved colour to the structural steel work and iron work including scaffolding, if necessary, cleaning and preparing surface (excluding primer coat) etc. complete.	Sft	1076.00		
<b>PART B -TOTAL</b>					
<b>C</b>	<b>Civil Works</b>				
1	<b>Concrete Block Masonry 4" thk</b>				
	Providing and constructing solid concrete blocks having block density not less then 1800kg/m <sup>3</sup> having a minimum average compressive strength of 4.00N/mm <sup>2</sup> confirming to IS2185(Part1); 2005 and constructed with CM 1:4 as per IS 2572; 2005 including cost of all materials, labour charges, scaffolding, curing, hire charges of machineries etc complete as per specifications.	Sft	350.00		
2	<b>Laterite Stone Masonry</b>				
	Providing and constructing laterite masonry in CM 1:5 using best quality of stones including providing all openings and projections, racking the joints to 1 cm deep wherever required, scaffolding and curing.				
	<b>for superstructure</b>	Cft	600.00		
3	<b>Plastering works</b>				
a	<b>Internal Walls</b>				

	Providing and applying cement plaster of C.M 1:5 of 12mm thk with <b>Trovel finish</b> Including providing of G.I plaster mesh for all masonry to R.C.C joints, including scaffolding, curing, cost and conveyance of materials etc complete	Sft	1,400.00		
b	<b>Rough plastering works</b>				
	Providing and applying rough cement plaster of C.M 1:5 of 12mm / 15mm thk with rough finish Including providing of G.I plaster mesh if required including curing, cost and conveyance of materials etc complete	Sft	300.00		
4	<b>Painting</b>				
a	<b>Internal Walls</b>				
	Providing and applying <b>two coats</b> of approved quality luster/acrylic emulsion paint over approved cement primer in the wall including carrying out of necessary surface preparation and smoothening of surface with Birla White Putty ( <b>two coats</b> ) as per manufacturers specifications and finished in plain/clear/smooth/rough surface as per site condition etc. Rate shall include required protection by covering the existing furniture by plastic sheet so as to avoid any damage and keeping the surface in tack including complete cleaning after completing the painting, removing painting marks and cleaning the surface all complete as directed by the Architect.	Sft	4,500.00		
b	<b>Ceiling painting (Specification same as above but in Plastic paint )</b>	Sft	400.00		
c	<b>Enamel Painting (Specification same as above but with Enamel Paint of approved shade and colour)</b>	Sft	600.00		
5	<b>Vitrified Flooring</b>				
	Providing and laying Vitrified tile of size 600mm x 600mm of approved make and colour for the full area using Adhesive of BAL Endura /cement mortar after surface preparation, levelling and filling of any gaps. The laying to be done by providing 2/3mm spacer and filling it with 2 component Epoxy Grouting using Ultra Green make.The cost includes all labour, material & transportation etc.Invoice bill copy to be attached during bill submission) <b>Note : The skirting area of 4" width if done also will be measured in the same qty.,( Basic cost of Tile Rs.80/ inclusive of tax. Invoice bill copy to be attached during bill submission)</b>				
	Vitrified Flooring	Sft	3,500.00		
6	<b>Ceramic Flooring tiles</b>				
a	Providing and laying 1st quality Antiskid Satin Matt Finish Ceramic tiles of size 300mm x 300mm for <b>Flooring</b> of approved colour and brand for the toilet <b>after removing existing floor tiles</b> using cement mortar with levelling,cost including removal of debris, labour, transport, cement plastering etc., <b>Note : Basic cost of tile Rs.55/- inclusive of tax. The laying to be done by providing 3mm spacer and filling it with 2 component Epoxy Grouting using Ultra Green make. Invoice bill copy to be attached during bill submission)</b>	Sft	225.00		

b	<b>Ceramic wall tiles</b>				
	Supply and fixing of glazed wall tiles upto 7'0" height of approved colour and brand using proper adhesive <b>after removing existing wall tiles</b> , using cement mortar with levelling, cost including removal of debris, labour, transport, cement plastering etc. <b>Note : Basic cost of tile Rs.75/- inclusive of tax . The edges and corners should be fixed with matching pvc profile beadings. Invoice bill copy to be attached during bill submission)</b>	Sft	450.00		
7	<b>Pipe line works</b>				
	Supplying and providing 3/4" CPVC pipe, 1" PVC pipe, 1 1/2" UPVC pipe, 1 1/2" PVC pipe, 2 1/2" PVC pipe, 4" PVC pipe, 2" PVC pipe, 1 1/4" PVC pipe, 1 1/2" UPVC pipe with all fittings such as Tees, Elbows, Bend, Reducer, Nipple, gum 45 bend, Tee Reducers, Couplings, adopter for concealed flush valve with pressure checking system etc with patchwork including labor charges for fixing Wash basin, mixer valve, geyser, health faucet, wall mounted commode, multi floor trap, towel rod, soap tray etc. all complete as per the directions of the EIC/Architect. Note the above specs are for only toilet /Pantry internal plumbing lines and if the outer connecting lines are more than 1 metre away then it will be separately considered and billed. <b>Note : Toilet of approximate area 40 Sft , wash area of approximate area 50 sft , wash basin area of approximate area to accomodate 4 nos and Pantry sink area of approximate area to accomodate 2 nos</b>				
a	Toilet	LS	1.00		
b	Wash Area	LS	1.00		
c	Wash Basin Area	LS	1.00		
d	Pantry Area	LS	1.00		
8	<b>Sunken Filling (1ft &amp; above depth)</b>	Cft	40.00		
9	<b>PCC 1:3:6, 75 MM THK. for toilet sunken portion</b>				
	Providing and laying PCC (1:3:6) using 20mm & down size aggregates for flooring incld. providing necessary machine mixing, placing, compacting and curing etc complete	Sft	40.00		
10	<b>Plumbing Fitting Works</b>				
a	Supply and fixing of <b>Parryware make Floor Mounted Water Closet</b> with Cistern Set [White] with connections, angle cock, connection tube, seat cover, bolt and all other accessories	Nos	1.00		
b	Supply and fixing of <b>Parryware make 22" wash basin</b> with half pedestal including bolt, spring set and all other accessories.	Nos	4.00		
c	Providing and laying New Waste pipe for Wash Basin and making it proper for satisfactory usage.	Nos	4.00		
d	Supplying and fixing of Waste Coupling for wash basin	Nos	4.00		
e	Supply & fixing of Pillar tap of Jaguar make for wash basin	Nos	4.00		
f	Supply & fixing of angle cock of Jaguar make	Nos	4.00		
g	Supplying and fixing of Connection pipe of <b>Watertec/Viking make</b> of 2' length	Nos	4.00		
h	Supply and fixing of health faucet of <b>Jaguar make</b>	Nos	1.00		
i	Mirror to be fixed with SS stud Size	Sft	120.00		

j	Supplying and fixing of Bib Cock , quarter turn of <b>Jaguar make</b> complete as per the requirement	Nos	1.00		
k	Supplying and fixing of Two way tap , quarter turn of <b>Jaguar make</b> complete as per the requirement	Nos	1.00		
l	Supplying and fixing of Angle Valve for the above as per the requirement.	Nos	2.00		
m	Supplying and fixing of square type Steel Jally	Nos	4.00		
n	Providing and fixing CPVC gate valve for Toilet Control	Nos	3.00		
o	Supplying & fixing PVC multi floor trap for waste line	Nos	4.00		
p	Providing & fixing of SS towel ring of 8" dia	Nos	5.00		
q	Providing & fixing of SS towel rod of 1"6"	Nos	5.00		
r	Providing & fixing of SS tissue holder	Nos	5.00		
s	Providing & fixing of SS soap dish	Nos	5.00		
11	<b>Kitchen Platform Works in Pantry</b>				
	Supplying and providing 20mm thk jet black granite for both platform as well as vertical and horizontal supports using cement mortar and providing proper slope so that the sink water doesnot flow out of the platform including providing 25 Rft skirting with edge polish to the exposed portion of the platform .Note cost to include material cost,labor,sink cutting(if applicable),edge polishing charges and transportation all required to complete the job. <b>Note : Basic cost of granite of Rs.220 per Sft and the platform height would be upto 34".</b>	Sft	50.00		
12	<b>Kitchen Sink</b>				
	Providing and laying Kitchen sink of Futura make and size as matching to the site condition including waste coupling and SS finish all complete as directed by the EIC to complete the job.cost and conveyance of materials etc complete .Note-The size and brand to be finalised in presence of the EIC/Client before laying	Nos	2.00		
13	<b>Kitchen Tap</b>				
	Providing and laying Kitchen tap of Jaguar make with spout as matching to the site condition including accessories all complete as directed by the EIC to complete the job.cost and conveyance of materials etc complete .Note-The brand to be finalised in presence of the EIC/Client before laying	Nos	2.00		
14	<b>Paper Towel Dispenser</b>				
	Supplying and fixing wall mounted Paper towel dispenser of capacity of 400 to 600 C/Z towels material, AISI 304 stainless steel material with satin finish.	Nos	1.00		
15	<b>Soap Dispenser</b>				
	Supplying and fixing wall mounted Soap dispenser of <b>Viking make</b>	Nos	6.00		
16	<b>Toilet Door</b>				
	Removal of existing door frames and shutter and providing & fixing Fibre door with Solid Fibre Frame of 2.5"x2.5" size and 25mm thk Panelled type moulded Fibre door including all S.S fixtures & accessories required, including fixing the door in position,cement patch upworks, finishing etc complete as directed by the Architect Note : Cost to include disposal of the damaged frame and shutter from the premises.	Sft	21.00		

17	<b>Granite Separator</b>				
	Providing and fixing granite separators for toilet entrance door sill of size 2'9" X 0'9" using 19mm thk granite of desired colour and desired shape as per the instructions of the Architect, including edge polish, wherever required, including cost of material, labour complete as per specifications	Nos	1.00		
18	<b>Exhaust fans</b>				
	Supplying and fixing of 6" <b>exhaust fan</b> including all other accessories involved to complete the job as per the directions of the Architect. <b>Note : Cost to include removal of old exhaust fans.</b>	Nos	2.00		
19	<b>Platform works</b>				
	Supplying and Fixing of Platform by using 1.5"X1.5" GI square pipe to make a frame work with vertical support wherever required and made in a grid work of 2'0"x 2'0"spreading area for total area spanning 8'0"x35'0".The frame should be raised to a height of 2'0"(including Frame) .The frame should be firmly fixed in the floor at the four corners, centre and wherever required, to ensure proper leveling and strength to the raised platform structure. Over the frame, 18mm thick Bison board to be fixed using bolts screws and nuts all complete as per the direction of the Architect.The work includes cutting, straightening, placing in position of GI. pipes and welding wherever necessary and applying one coat of Zinc primer coat to all the members including cost of all materials, labour charges and hire charges of machineries for cutting, welding, grinding and erection equipments with all lead and lift, transportation etc., complete as per specification.	Sft	280.00		
20	<b>Partition Works</b>				
	Supplying and Fixing of Partition by using 1.5"X0.75" GI square pipe to make a frame work and made in a grid work of 2'0"x 2'0"spreading area for total area spanning 8'0"x35'0".The frame should be raised to a depth of 2'0"(including Frame) .The frame should be firmly fixed in the floor at all the corners, centre and wherever required, to ensure proper leveling and strength to the structure. Over the frame, 18mm thick Bison board to be fixed using bolts screws and nuts all complete as per the direction of the Architect.The work includes cutting, straightening, placing in position of GI. pipes and welding wherever necessary and applying one coat of redoxide primer coat to all the members including cost of all materials, labour charges and hire charges of machineries for cutting, welding, grinding and erection equipments with all lead and lift, transportation etc., complete as per specification.	Sft	700.00		
21	<b>Glazed Partition Works</b>				
	Fully glazed partition to be done using Jindal aluminium rectangular sections of 63.5mmx38.1mm Aluminium frame 1.70 mm thickness @7'0" ht. using 12mm thk clear glass with <b>etching design / bank logo / sticker etching Note : The design of film is schematic and subject to changes, sizes and proportion of the same shall be subject to the final design implementation issued by the marketing department of Bank of Baroda</b> for front partition The frame shall be firmly fixed to the floor using accessories.	Sft	180.00		

22	<b>S.S. Railing works for Parapet Walls</b>				
	Providing & fixing S.S. Vertical supports using 76.2mm square S.S pipe of 304 Grade at regular intervals including fixing with 12mm coloured glass with etching design fixed using SS studs complete with base plate, end caps & all other accessories etc complete including buffing ,edge polishing ,finishing etc all as per the directions of the Architect..	Rft	90.00		
23	<b>Feature Wall Design Works</b>				
	Providing and fixing artificial grass on already executed partiion wall of bison board by screwing it on the wall to provide a finished surface to the satisfaction of the Architects. The basic price of synthetic mat shall be considered as Rs.175/- per Sft inclusive of all duties & taxes.	Sft	200.00		
24	<b>Plywood for Pelmet</b>				
	Providing and fixing 19mm thick BWP marine grade plywood frame work finished with 1mm thk laminate sheet of approved brand and colour as directed by the Architects. The plywood edges shall have matching timber edge lipping. All the exposed wooden surfaces shall stained to shade as directed by the Architects.	Rft	25.00		
25	<b>CNC Cutting Plywood works</b>				
	Providing & fixing of CNC cutting BWP marine grade plywood board covered with 1mm thk laminate for wall as directed by the Architect	Sft	50.00		
26	<b>Aluminium Automatic Turbo Exhaust fan</b>				
	Supplying and providing SS Aluminium Automatic Turbo Exhaust fan of size 4'0" x 3'3" with bearing to be placed on the terrace roof sheet at regular intervals as directed by the Architects. Cost to include material , labour, transportation, scaffolding charges including all accessories required to complete the job.	Nos	10.00		
27	<b>Water Proofing works for Toilet Sunken Slab</b>				
	Providing and laying waterproofing treatment with 2 coats of waterproofing plaster 25mm thick mixed with the cement mortar 1:4 and special water proofing compound as specified,with finishing smooth for bottom and 1ft vertical walls with proper slope including providing 3/4" seepage pipe. by the EIC/Architect. <b>(Contractor to issue Warranty Certificate for minimum 5 years)</b>	Sft	350.00		
				<b>PART C -TOTAL</b>	
				<b>PART (A+B+C)</b>	
				<b>CGST 9%</b>	
				<b>SGST 9%</b>	
				<b>GRAND TOTAL</b>	

## IN WORDS

### Kindly note :

1	<b>The vendor shall inspect the site and understand the scope of work involved before quoting the unit rate.</b>
2	<b>Refer Approved makes List for Material Brands</b>
3	<b>All Partitions ,panellings shall have provision for conduits of Electricity/Telephone/Computer/Audio visual/Fire alarm/Intercom.</b>

4	The Contractor is supposed to follow the Bank color codes when applying the laminate by taking approval from the Architect/EIC.
5	The Contractor is supposed to give a minimum 5 years warranty in writing for all waterproofing works executed at site.