

## **NOTICE INVITING TENDER**

1. Sealed opened tender on item rate basis are invited from contractors for External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Sector 8B, Navi Mumbai. Tender documents shall be uploaded and available on our Bank website from September 29, 2021 to October 20, 2021

### **1.1 Submission of Tender:**

- 1.1.1 Due date of submission of Tenders is Oct 20, 2021 before 3:00 p.m. The tenders are to be submitted in two separate envelopes each sealed and clearly identified as to envelope number and contents as indicated below. All the two envelopes shall be contained in a large envelope super scribed "Tender for External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, Sector 8B CBD Belapur, Navi Mumbai."

#### **1.1.2 Envelope No.1**

Super scribed as "Techno- commercial bid" for External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Sector 8B, Navi Mumbai shall contain Earnest Money and cost of Tender Documents down loaded from our web site and shall contain Pre - Qualification Documents such as proof of eligibility i.e. Enlistment, Annual Financial Turnover and Completion Certificates of similar works and **Annexure -A**. Earnest Money Deposit in the form of crossed demand draft of **Rs. 65,000/-** (Rs. Sixty Five Thousand Only) in favour of Central Bank of India, Mumbai.

##### **1.1.2.1 Envelope No.2**

Envelope No.2 shall contain tender document, each page and correction duly signed by tenderer including tender form duly filled in complete details and description including all data to be supplied by tenderer as specified in the information and instruction of tenderers. You are requested to submit your rates in each item in the enclosed format.

This envelope shall be super scribed "Envelope -2 Documents for External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Sector 8B, Navi Mumbai."

All the above two envelopes shall be placed in 3rd envelope properly sealed and addressed to the undersigned, super scribing on the top of the cover "Tender for External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Sector 8B, Navi Mumbai.

- 1.1.3 **Eligibility Criteria** for the Pre-Qualification shall be as follows: - To be considered as technically qualified, a Bidder shall demonstrate that it satisfies the following qualification criteria. Bids of the Bidders not meeting following criteria will be summarily rejected:-

S.no	Eligibility Criteria	Documents Required
01.	The bidder should be a Government Organizations / PSUs / PSEs / Partnership Firms / Proprietary Firms / Limited Companies under Indian Laws with an established setup in India, with registered office anywhere in India.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/registration</li> </ul>
02.	Financially sound firms with average annual turnover of not less than Rs. One crore in past three financial years immediately preceding bid due date.	<ul style="list-style-type: none"> <li>• Certificate from statutory auditor of the bidder specifying the average annual turnover of the bidder in last 3 (three) financial years immediately preceding to bid due date.</li> </ul>
03.	<p>Experience of having successfully completed similar works during last 5 years ending 31st December, 2020 should be either of the following:-</p> <p>a) Three similar completed works costing each not less than the amount equal to Rs. 26.00 lakhs.</p> <p style="text-align: center;">Or</p> <p>b) Two similar completed works costing each not less than the amount equal to 35 lakhs.</p> <p style="text-align: center;">Or</p> <p>c) One similar completed work costing each not less than the amount equal to 52.00 lakhs.</p>	<ul style="list-style-type: none"> <li>• Copy of Work orders</li> <li>• Completion certificate of the work.</li> </ul>
04.	Other	<ul style="list-style-type: none"> <li>• Valid GST Certificate</li> <li>• Audited Financial Statements and Annual reports of the bidder of last 3 (three) financial years immediately preceding to bid due date</li> <li>• Sworn undertaking/ affidavit specifying the firm has not been blacklisted. Certificate from Statutory Auditors stating that the Bidder is not blacklisted or debarred or banned from participating or carrying out business with any PSU Bank's or the entire Central Government or any State Government at the time of the submission of the bid</li> <li>• Certified copies of the ITRs filed by the entity for the immediately preceding three financial years</li> <li>• Board resolution or Power of Attorney</li> </ul>

		specifying authorized signatory (not required for sole proprietorship companies provided same person is authorized signatory)
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- 1.2 Sealed tenders as above will be received by the office of the Central Bank of India, Business Support Department, Architect Section, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400 021 up to 3:00 p.m. on October 20, 2021 and will be opened on the same day at 3.30 p.m.
- 1.3 Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.
- 1.4 The Earnest Money Deposit by Demand Draft payable at Mumbai must accompany each tender and the tenders not accompanied by the Earnest Money Deposit by Demand Draft are liable to be rejected as NON-RESPONSIVE.
- 1.5 The pre-bid meeting will be scheduled on 12<sup>th</sup> October 2021 at the office of the Central Bank of India, Business Support Department, Architect Section, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400 021
- 1.6 The tender shall be valid for a period of not less than 90 days after the date of opening of Tender.
- 1.7 For any further information on the tender, Architect Section (Phone no. 022-6638 7897 /022-6638 7867) may be contacted.
- 1.8 The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all tenders.

**(Jagdish Poonia)**  
**Asst. General Manager - BSD**

**SECTION –II**  
**GENERAL RULES AND INSTRUCTION**  
**FOR THE GUIDANCE OF TENDERER**

Tenders are hereby invited on behalf of **General Manager – CENTRAL BANK OF INDIA – Business Support Department, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400021.**

1. Tender Document consisting of the following:

i)	Tender Notice	Page 1 to 3
ii)	General rules and instructions for the Guidance of Tenderers.	Page 4 to 6
iii)	Form of tender	Page 7 to 8
iv)	Articles of Agreement	Page 9 to 10
v)	General Conditions of Contract with Appendices	Page 11 to 33
vi)	Appendix-I	Page 34
vii)	Technical Specifications	Page 35 to 40
viii)	Prequalification Application form	Page 41 to 46
ix)	Schedule of Quantities	Page 47 to 48
2. The tender can be obtained from our bank website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in). The last date for receipt of tenders is October 20, 2021 up to 3.00 p.m. The tender fee Rs.2000/- (Rupees Two Thousand Only) shall be deposited along with tender document. Tender submitted without tender fee shall be rejected.
3. The site of the work is available for inspection to contractors.
4. Tenders in only printed forms issued by the Bank should be placed in sealed cover addressed to **Business Support Department, CENTRAL BANK OF INDIA – Central Office, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400 021.**, the name of the trade applied for should be written on the envelopes and submitted at the above office.
5. The sealed cover shall contain two separate sealed covers superscribed with Part-I and Part-II containing the documents as under;

Part-I:	Technical qualifications documents and Earnest Money
Part-II: (PS)	The Tender document with bill of quantities, duly priced, any condition stipulated in Part-II will not be accepted. Conditional rebates, if any given in Part-II, shall be treated as unconditional

6. The tender will be opened on October 20, 2021 after 3:30 p.m. The tenderers may depute their authorized representative to be present at the time of opening of tender.
7. The tenderer should quote in figures as well as in words the rates, and amount tendered by them. The language for filling tender documents shall be English. The amount for each item should be worked out and requisite total given.

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

- a) When there is a difference between the rates in figure and in words, the rate, which corresponds to the amount worked out by the Contractor, shall be taken as correct.
  - b) When the amount of any item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractors in words shall be taken as correct.
  - c) When the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly, rate quoted by the Contractor shall be taken as correct and not the amount.
  - d) Amendments as mentioned above shall be based on the tender marked “original” only.
8. All rates shall be quoted on the proper form of the tender alone.

Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words Rs. should be written before the figures of rupees and words paise after the decimal figures, e.g. Rs.2.15 P. and in case of words, the word “Rupees” should precede and the word “Paise” should be written at the end, unless the rate is in whole rupees and followed by the words “only” it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word “only” should be written closely following the amount and it should not be written in the next line.

9. The Contractor whose tender is accepted will be required to furnish by way of Security Deposit for the due fulfillment of his contract, such sum as detailed in Clause No.17 of the General Conditions of Contract.
10. The acceptance of a tender will rest with the **CENTRAL BANK OF INDIA**, Business Support Department, Chander Mukhi Bldg., Nariman Point, Mumbai who does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

The Employer reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.

11. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

12. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer / Consultant shall be communicated to the Employer / Consultant.
13. The Contractor shall give a list of his relative working with the Employer along with their designations and address
14. No employee of the Employer is allowed to work as a Contractor for a period of two years of his retirement from Employer's services, without the previous permission of the Employer. The contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer / Consultant as aforesaid before submission of the tender or engagement in the Contractor's service.
15. The tender for work shall remain open for acceptance for a period of 90 (Days) from the date of submission of tenders. If any tenderer withdraws his tender before the said period, then the Employer shall be at liberty to forfeit the Earnest Money paid along with the tender.
16. The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has / have tendered or who may and had / have tendered for the same work. Failure to observe this condition would render tenders of the Contractors tendering as well as witnessing the tender liable to summary rejection.
17. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Employer.
18. The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.
19. Earnest Money of **Rs. 65,000/-** in the form of demand draft payable at Mumbai and drawn in favour of CENTRAL BANK OF INDIA must accompany Part-I (TD) of each tender. Earnest Money in any form other than mentioned above is not acceptable
20. The Contractor concerned should execute the work in co-ordination with other related works contractors and Bank will not entertain any wastage of time / wastage of materials for their lack of co-ordination among them. The wastage of materials if any has to be entirely borne by the Contractors only.

### **SECTION - III**

#### **FORM OF TENDER**

To,  
**Asst. General Manager - BSD**  
**CENTRAL BANK OF INDIA.**  
Business Support Department,  
Chander Mukhi Building, 16<sup>th</sup> Floor  
Nariman Point,  
Mumbai – 400 021.

Dear Sir (s),

**Re: -** External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Sector 8B, Navi Mumbai.

1. I/We refer to the tender notice issued by Central Bank of India, Business Support Department, Central Office, Chander Mukhi Building, Nariman Point, Mumbai – 400 021 in connection with the above work.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with drawings, conditions of contract, specifications, schedule of quantities for the sum and at the respective rates quoted in the schedule of quantities.
3. I/We have satisfied myself / ourselves as to the site conditions, examined the drawings and all respects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part to:
  - a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto:
  - b) Complete the work within **150 Days** as stipulated by working in two or three shifts, if considered necessary by the consultants, at no extra cost of the Employer.
4. I/We have deposited earnest money of Rs.65,000/- (Rs. Sixty Five Thousand Only) in the form of demand draft payable at Mumbai and drawn in favour of **CENTRAL BANK OF INDIA**. I/We note, will not bear any interest and is subject to forfeiture solely at Bank's discretion if
  - i) the work is not commenced by me /us within 7 (Seven) days from the date of issue of formal work order.
  - ii) the offer is withdrawn within the validity period of acceptance.

Or

- iii) the agreement of the contract is not executed within 30 days from award of contract.

I/We understand that you are not bound to accept the lowest or any tender you receive.

5. The acceptance of this tender shall constitute a binding contract and any failure as mentioned in item 4 above shall constitute a breach of contract by us and the tender accepting authority shall be

entitled to have the work executed at our risk and cost and to claim extra cost / expenditure incurred by them from us.

6. Our Bankers are :

i)

ii)

iii)

7. Name of partners / directors of our firm;

i)

ii)

iii)

iv)

Yours faithfully

Signature .....

Name of Partner / Director of the  
Firm authorized to sign or Name  
Of person having power of  
Attorney to sign the contract.  
(Certified true copy of power of  
attorney should be attached)

: Name .....

: Designation .....

Signature and addresses of

: a) Signature : .....

Witnesses

Name .....

Address .....  
.....

: b) Signature : .....

Name .....

Address .....  
.....



## **SECTION - IV**

### **AGREEMENT**

**This Agreement** is executed at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, between Central Bank of India, a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its \_\_\_\_\_ (hereinafter referred to as the “Bank” which expression shall unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the **ONE PART** and \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the “Contractor”, which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the **OTHER PART**.

**WHEREAS** the Bank is desirous of carrying out the External Painting, plumbing and other Major repair works of Bank’s Residential Quarters at Cent Pearl Apartment, CBD Belapur, Sector 8B, Navi Mumbai (hereinafter referred to as “renovation work”) and the same was accepted by the Bank.

**AND WHEREAS** the contractor has submitted the tender dated \_\_\_\_\_ wherein the renovation work to be done was also described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the terms and conditions mentioned in the work order \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the Contractor.

**AND WHEREAS** Bank has also accepted the offer of the Contractor to fulfill the renovation work as agreed to in its tender dated \_\_\_\_\_ wherein the work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the Contractor.

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

01. The contractor hereby agrees that it shall execute the renovation work as per the tender dated \_\_\_\_\_ (copy whereof is enclosed as annexure I and the same shall form part and parcel of this agreement), wherein work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the Contractor (copy whereof is enclosed as annexure II and the same shall form part and parcel of this agreement)
02. The Bank hereby agrees to pay to the contractor such sums shall become payable hereunder at the time and in the manner specified in the tender dated \_\_\_\_\_ and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the Contractor.
03. The Contractor has deposited Rs.65000/- (Rupees Sixty Five Thousand Only) with the Bank as earnest money for due performance of the agreement, and the Bank hereby acknowledge the same.

04. Both the parties hereby agrees to abide by and submit themselves to the terms and conditions and also stipulation as mentioned in the tender dated \_\_\_\_\_ and also as per the terms and conditions mentioned in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank to the contractor.
05. Both the parties hereby agrees that any dispute / differences, if any, shall be deemed to have arisen to Mumbai and the courts in Mumbai shall have exclusive jurisdiction to try and determine the same.
06. The several parts of this contract have been read to us and fully understood & signed by us.

**IN WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.**

Signed and delivered by Central	}	
Bank of India by the hands of	}	For and on behalf of Central Bank of India
Shri _____	}	
Its constituted attorney, in the	}	
Presence of;	}	sd/-
	}	
1) _____	}	
	}	
2) _____	}	

Signed sealed (with common seal	}	
and Delivered by _____	}	For and on behalf of _____
through its authorized signatory	}	
Shri. _____	}	
In the presence of;	}	
	}	sd/-
	}	
3) _____	}	
	}	
4) _____	}	

## SECTION - V

### GENERAL CONDITIONS OF CONTRACT

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

#### 1. **INTERPRETATION**

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

- i) **Employer:** The term Employer shall denote CENTRAL BANK OF INDIA having their office at Chander Mukhi, Nariman Point, Mumbai – 400 021 or any of its employees / representative authorized on their behalf.
- ii) **Consultant:** The term Consultant shall mean such person/s the Employer shall nominate for the purpose.
- iii) **Contractor:** The Contractor shall mean the company whether incorporated or not, undertaking the work and shall include legal representative (s) of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- iv) **Site:** The site shall mean the site where the work are to be executed as shown within the boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractors use.
- v) **Site Engineer / Project Management Consultant (PMC):** The site Engineer shall be appointed by the Employer. The Employer may also appoint the Project Management Consultant (PMC).
- vi) **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer / Consultant during the execution of the work.

All drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and the Employer / Consultant shall be given access to such drawings or schedule of quantities whenever necessary.

The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 20 days ahead from the time when it is required for implementation so that the Employer / Consultant may be able to give decision thereon.

- vii) **“The Work”** shall mean the work to be executed or done under this contract.
- viii) **“Act of Insolvency”** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

- ix) **“The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming Part of this contract.
- x) **“Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

## 2. **SCOPE**

The work consists of External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, CBD Belapur, Navi Mumbai in accordance with the drawings and “Schedule of items and quantities”. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer /Consultant. Should any detail, essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Employer / Consultant and to furnish and install such detail with Employer's / Consultant's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer / Consultant may in their absolute discretion issue further drawings and / or written instructions, details, directions and explanations, which are, here after collectively referred to as “The Employer's / Consultant's instructions” in regard to

- a) The variation on modification of the design, quality or quantity of work or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- c) The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.
- d) The opening up for inspection of any work covered up.
- e) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's / Consultant's instructions, provided always that verbal instructions, direction and explanations given to the Contractor or his representative upon the work by the Employer / Consultant shall if involving a variation be confirmed in writing to the Contractor within seven days. No work for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Employer / Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Consultant as provided in Clause “variation”.

## 3. **DETAILED DRAWINGS AND INSTRUCTIONS**

The Employer shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

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

Immediately after receipt of the work order of the contract the Contractor shall prepare a detailed progress schedule and submit the same to the Employer through the Consultant for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

**4. COPIES FURNISHED**

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

**5. OWNERSHIP OF DRAWING**

All drawings, specification and copies thereof furnished by the Employer are the property of the Employer. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to the Employer on request at the completion of the work.

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

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

**7. TENDERER SHALL VISIT THE SITE**

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

**8. TENDERS**

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

The schedule of quantities shall be filled in as follows:

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

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

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms.

The tenderer should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / Consultant detailed analysis of any or all the rates shall be submitted. The Employer / Consultant shall not be bound to recognize the Contractor’s analysis.

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

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

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

## **9. AGREEMENT**

The successful Contractor shall sign the agreement as per draft agreement annexed within 15 days from the date of issue of formal work order and he shall pay for all stamps and legal expenses, incidental thereto. However, the written acceptance of the tender by the Employer / Consultant on behalf of Employer will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.

## **10. ROYALTIES & PATENTS**

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

**11. PERMITS AND LICENCES**

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

**12. GOVERNMENT AND LOCAL RULES**

The Contractor shall conform to the provisions of all local Bylaws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and Bylaws etc and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

**13. TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties, royalties, cess, excise, sales tax, work contract sales tax or any other taxes for local charges if applicable. No extra claim on this account will in any case be entertained.

**14. PROVISIONAL SUMS**

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

**15. QUANTITY OR WORK TO BE EXECUTED**

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

**16. OTHER PERSONS ENGAGED BY THE EMPLOYER**

The Employer reserves the right to execute any Part of the work included in this contract or any work, which is not included in this contract by other Agency or persons and the Contractor shall

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

**17. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY**

The tenderer will have to deposit an amount of **Rs. 65000/-** in the form of demand draft payable at Mumbai and drawn in favour of CENTRAL BANK OF INDIA at the time of submission of tender as Earnest Money. The Employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderer will be refunded without any interest soon after the receipt of comparative chart from the Consultant and finalization of the L1 Contractor.

The successful tenderer to whom the contract is awarded will have to deposit as “initial security deposit” (ISD) a further sum to make up 2% of the value of the accepted tender including the Earnest Money. ISD may be submitted in the form of Bank Draft / Pay Order. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Employer at his discretion may revoke the Letter of Acceptance and forfeit the Earnest Money deposit furnished along with the tender.

Apart from the initial security deposit made as above retention shall be deducted from progressive running bills @ 08% of the gross value of work done less the initial security deposit in each running bill until Security Deposit plus the retention money equals to 10% of the contract value or cost of work, whichever is higher.

Cost of work shall mean accepted Contract sum initially and ultimately shall mean the actual Total cost i.e. Gross value of the final bill by the Employer / Consultant.

After realization by deduction from the bill of the total retention as specified above 50% of the total retention amount will be due for release after 15 days of virtual completion certificate issued by the Consultant / Employer.

50% of the retention amount as mention above will be refunded to the Contractor on completion, subject to the following:

- a) Issue of Virtual Completion Certificate by the Consultant / Employer.
- b) Contractor's removal of his materials, equipment, labour force, temporary sheds / stores etc. from the site (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank)

The balance 50% will be released to the Contractor within a reasonable period after the end of “Defect liability period” provided he has satisfactorily carried out all the work, submitted all documents contractually called for and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money and earnest money deposit.

Further, if some dues to the Employer from the Contractor (s) have still to be recovered, the Employer reserves the right to withhold payment of so much of the retention money as in his opinion, represents the cost of the same.

**18. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he



shall immediately and in writing refer the same to the Employer / Consultant whose decision shall be final and binding. The Contractor shall provide himself for fresh and tested water for carrying out the work at his own cost. The Employer shall on no account be responsible for the expenses incurred by the Contractor for hired ground or fresh water obtained from elsewhere.

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

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

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

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

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

### **a) Time of Completion:**

The entire work is to be completed in all respects within the stipulated period of **150 Days**. The work shall be deemed to be commenced within 7 (Seven) days from the date of issue of formal work order or the date on which the Contractor is instructed to take possession of the site, whichever is later. Time is the essence of the contract and shall be strictly adhered to by the Contractor.

The work shall not be considered as complete Employer / Consultant have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

### **b) Extension of Time:**

If in the opinion of the Employer / Consultant the work be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Employer / Consultant in consequences of proceedings taken or threatened by or disputes, with adjoining or neighboring

owners or (c) by the work, of delay, of other Contractors or tradesmen engaged or nominated by the Employer / Consultant and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strike or lock-out affecting any of the building trades or (f) from other causes which the Employer / Consultant may consider are beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore, in the even of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

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

Hindrance Register in the approved format shall be maintained and proper record or hindrances arisen and solved with the dates to be recorded in the register by the Employer's Site Engineer / Consultant's Site Engineer and Contractor's authorized representative so that extension of time to be granted can be derived from the register and recommended by the Consultant and approved by the Employer.

c) Progress of work / work programme:

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

## 20. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer / Consultant within the stipulated period, the Contractor shall be bound to pay to the Employer a sum calculated @ 1% of the accepted contract sum per week of delay subject to a maximum of 5% of the accepted contract value by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

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

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

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

In the event of any of the above courses being adopted by the Employer / Consultant the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, or make any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Employer / Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

## **22. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.**

The Contractor shall provide, fix up and maintain in an approved position proper office accommodation for the Contractor's representative and staff, which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the work and make good work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size. They are to be protected from ravages of termites, ants and other insects.

The Contractor shall provide at his own cost all artificial light required for the work and to enable other Contractors and sub-Contractors to complete the work within the specified time.

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the work during the construction and all receptacles, cisterns, water tanks etc, used for storage of water must be suitably protected against breeding of mosquitoes. The Contractor shall indemnify the Employer against any each of rules in respect of anti-malarial measures. The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding gantry, building structure other than those approved by the Employer.

## **Protective Measures**

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

The Contractor shall indemnify the Employer against any possible damage to the building, road, or member of the public in course of execution of the work.

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

## **Storage of materials**

The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of sub-Contractors and remove the same on completion.

## **Tools**

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

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

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

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

## **23. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY & OWNERS**

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

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

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

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

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

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

**25. DATUM**

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

**26. BENCHES**

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

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

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

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

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

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

**28. ACCESS**

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

**29. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

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

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

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

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

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

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

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

**30. REMOVAL OF IMPROPER WORK**

The Employer / Consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Consultant are not in accordance with specifications or instructions, the substitutions or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the Contractor refuses to comply with the order the Employer / Consultant shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Consultant shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate, which may be given by the Consultant, shall relieve the Contractor from his liability in respect of unsound work or bad materials.

**31. SITE ENGINEER / PROJECT MANAGEMENT CONSULTANTS (PMC)**

The term Site Engineer / Project Management Consultants (PMC) shall mean the person appointed and paid by the Employer to superintend the work. The Contractor shall afford the Site Engineer / PMC every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer / PMC shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations or omission or any extra work whatever, except in so far as such authority may be specially confirmed by a written order of the Employer.

The Site Engineer / PMC shall have power to give notice to the Contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer / Consultant is obtained. The work will from time to time be examined by the Consultant, Engineer of the Employer and the Site Engineer / PMC. 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 complete. Subject to the limitations of this clause the Contractor shall take instructions only from the Consultant / Employer.

**32. CONTRACTOR'S EMPLOYEES**

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

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

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

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

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

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

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

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

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

### **33. DISMISSAL OF WORKMEN**

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

### **34. ASSIGNMENT**

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



### **35. NOMINATED SUB-CONTRACTOR**

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

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

- a) That the nominated sub-Contractor shall indemnify the Contractor against the same obligations in respect of the subcontract as the Contractor is under in respect of this contract.
- b) That the nominated sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the Contractor or under any Workman's Compensation Act in force.
- c) Payment shall be made to the nominated sub-Contractor by the Contractor within fourteen days of his receipt of the Consultant's certificate provided that before any certificate is issued the Contractor shall upon request furnish to the Consultant proof that all nominated sub-Contractor's accounts included in previous certification have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Consultant and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract between the Employer and the sub-Contractor.

### **36. DAMAGE TO PERSONS AND PROPERTY, INSURANCE ETC.**

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

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

### **37. INSURANCES**

The Contractor shall obtain a policy covering under Workmen Compensation Act, a third party insurance as well as any other insurance and indemnify the Employer entirely from all

responsibility in this respect. The insurance must be placed with a company approved by the employer.

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

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

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

The Contractor shall deposit the policy and receipt for premiums paid with the Employer within 21 (twenty one) days from the date of commencement of the work unless otherwise instructed. In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurance company should they elect to do so, proceed with due diligence with the completion of work in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to extension of time for completion as the Employer may deem fit.

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

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

### **38. ACCOUNTS RECEIPTS AND VOUCHERS**

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

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

### **39. MEASUREMENT OF WORK**

The Contractor will record the measurements in the approved printed measurement book and submit measurement for verification and endorsement of Project Management Consultant / Site

Engineer and representatives of Consultant and Employer. The Contractor should submit the bill with such endorsement.

The Consultant shall upon receipt of the bill intimate to the Contractor that he requires the work to be measured and the Contractor shall forthwith attend or send a Qualified Agent to assist the Consultant or the Consultant's Representative / Employer's Representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

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

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

**40. METHOD OF MEASUREMENT**

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

**41. ACTION WHERE NO SPECIFICATION**

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Consultant / Employer.

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

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

**43. PAYMENTS**

All bills shall be prepared by the Contractor in the form prescribed by the Employer / Consultant (format enclosed). Four Interim bills shall be paid during the work period subject to minimum value for interim bill as stated in APPENDIX –I, for interim certificates. The bills in proper forms must be duly accompanied by detailed measurements recorded in the approved measurement books and should be submitted Adhoc payment for work actually executed together with other accepted claims will be made for the interest of Bank's work at absolute discretion of the Employer on specific request of the Contractor. However adhoc payment will be made, shall not exceed more than 75% of billed value. The Contractor will be required to submit the bill along

with the records of joint measurement for claiming adhoc payment together with vouchers / bills etc.

The Consultant / Employer shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Employer and the Contractor shall be entitled to payment thereof, by the Employer within the period of honoring certificates mentioned in the APPENDIX-I.

Mobilisation advance and / or advance against material shall not be paid by the Bank.

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

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

## **FINAL PAYMENT**

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

## **44. VARIATION / DEVIATION**

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

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

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

45. **SUBSTITUTION**

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

46. **PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

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

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

47. **CLEARING SITE ON COMPLETION**

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

48. **DEFECTS AFTER COMPLETION**

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

49. **CONCEALED WORK**

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

50. **ESCALATION**

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

51. **IDLE LABOUR**

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

52. **SUSPENSION**

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

After such notice shall have been given, the Contractor shall not be at liberty to remove the site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with, if the Contractor shall fail for 7 (seven) days after such notice has been given to proceed with the work as therein prescribed, the Employer may proceed as provided in the Clause 53. (Termination of Contract by the Employer).

53. **TERMINATION OF CONTRACT BY EMPLOYER**

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

executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the Employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other persons or person to complete the work, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the work when the work shall be completed, or as soon thereafter as conveniently may be the Employer shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Employer may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized. Any expenses or losses incurred by the Employer in getting the work carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.

#### 54. **ARBITRATION**

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

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

- i) Retired High Court / Supreme Court Judges, who have experience in handling Arbitration cases.
- ii) Member of the Council of Arbitration.
- iii) Fellow of the Institution of Engineers, or Indian Institute of Consultant.

- iv) Eminent Retired Chief Engineers from State / Central P.W.D. / Public Sector Undertakings, of good reputation and integrity.
- C) The Contractor shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by him of the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the Sole Arbitrator.
- D) If the Appointing Authority fails to send to the Contractor, the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a Panel of three names of persons out of the above mentioned four categories of Arbitrators who shall all be unconnected with either party. The appointing Authority shall on receipt by him of the names as aforesaid select any one of the person named and appoint him as the sole Arbitrator, if the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.
- E) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.
- F) The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- G) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of the first hearing.
- H) The Arbitrator may from time to time, with the consent of the Parties, enlarge the time for making and publishing the award.
- I) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- J) The Arbitrator shall give reasons for the award.
- K) The fees, if any, of the Arbitrator shall, is required to be paid before the award is made and published, be paid half and half by each of the Parties. The cost of the reference and of the award including the fees if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any Cover thereof shall be paid and may fix or settle the amount costs to be so paid.
- L) The award of the Arbitrator shall be final and binding on both the Parties.
- M) Subject to aforesaid the provisions of the Arbitration Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the Arbitration proceeding under this clause.

**55. QUALITY OF MATERIALS, WORKMANSHIP & TEST: -**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect / Consultant instructions and shall be subject from time to time to



such tests as the architect / consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any materials or part of work before incorporation in the work for testing as may be selected and required by the architect / consultant.

i) **SAMPLES: -**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor with out any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect / Consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect / Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

ii) **COST OF TESTS: -**

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iii) **COST OF TEST NOT PROVIDED FOR: -**

If any test is ordered by the Architect / Consultant which is either

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

57. **COST FOR WATER / ELECTRICITY: -**

Water and Electricity for the work will be supplied at specified location in the premises by the bank free of cost.

## **APPENDIX -I**

1.	Name of Work	External Painting, plumbing and other Major repair works of Bank's Residential Quarters at Cent Pearl Apartment, Sector 8B, CBD Belapur, Navi Mumbai
2.	Defect liability period (Cl.48)	12 (Twelve) months
3.	Date of commencement (Cl.19)	7 <sup>th</sup> day from issue of order or handing over site, whichever is later.
4.	Date / Time of completion (Cl.19)	<b>150 Days</b>
5.	Liquidated damages (Cl.20)	1% of the accepted contract sum per week subject to a maximum of 5% of the accepted contract value.
6.	Earnest Money (Cl.17)	<b>Rs. 65,000/-</b> in the form of Demand Draft.
7.	Initial security deposit (Cl.17)	2% of the accepted contract sum including EMD, to be deposited within 14 days of Date of acceptance of tender.
8.	Retention Percentage (Cl.17)	08% of the value of work done.
9.	Installment after completion Certificate (Cl. 17) by Consultant	50% of the total retention amount.
10.	Minimum value of work for Interim Certificate (Cl. 43)	Rs. 10,00,000/- (Rupees Ten Lacs Only)
11.	Period of Honoring Interim Bills (Cl. 43)	2 weeks from date of receipt of Bill (Cl. 43)
12.	Period of Honouring Final Bill (Cl. 43)	2 Months on the receipt of bill from the Contractor.

**NOTE:** Clauses (Cl) refer to General Conditions of Contract.

## TECHNICAL SPECIFICATIONS FOR CIVIL / FURNITURE WORKS

Note: - Product with ISI stamp shall have to be provided where available in case non-availability of such stamping for a particular product. Architects / Employer's decision as per list of material or otherwise shall be final & binding

### 01.00 Ultima Protek Painting: -

#### 01.01 Material: -

The paint and primers in general shall be of approved quality color and shade of approved Contractors.

#### 01.02 Scaffolding: -

This shall be double or single as required and directed. If ladders are used, places of gunny bags or cloth bags shall be tied on their tops to avoid damage or scratches to the plastered surfaces etc. proper stage scaffolding shall be erected when painting the ceiling.

#### 01.03 Preparation Of The Surface: -

The surface to be painted shall be cleaned and all cracks, holes and surface defects shall be repaired with crack seal compound.

#### 01.04 Priming Coat: -

The priming coat of the cement primer of approved quality; make shall be applied over the completely dry surface in the manner as recommended by the paint Contractors.

#### 01.05 Application Of Ultima Protek Paint: -

The recommendation of approved paint Contractor, whose products used, shall be followed regarding the preparation of the surface and the application of the priming and finishing coats.

The Contractor shall arrange for technical assistance and supervision from the paint Contractor, during the execution of the painting work. After the priming coat has been applied and perfectly dried, all holes, scratches, if any, shall be repaired as mentioned in 'Preparation Of Surface' and then the second coat of approved shade and Contractor shall be evenly applied and allowed to dry.

The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Owner / Architects in 3 coats, Contractor shall carry out additional coats of painting to approval at Contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or disfigure the various coats.

#### 01.06 Rates To Include: -

Apart from other factors mentioned elsewhere in this contract, the rates for the item of plastic emulsion paint shall include for the following: -

01.06a All labour, materials & equipment necessary to carry out the work.

01.06b Supplying the approved luster paint for priming & finishing coats.

01.06c Preparing the surface for receiving the primer & finishing coats.

01.06d Scaffolding including its erections & dismantling.

01.06e Application of the primer coat and minimum three coats of finishing. If a proper and even surface is not obtained to the satisfaction of Owner / Architects in 3 coats mentioned above, the Contractor shall carry out additional coats of painting to approval at Contractor's expense.

01.06f Protection to painted surface till dried and handed over.

01.06g Expense, if any, for supervision and technical assistance supplied by the approved paint Contractors.

01.07 Mode Of Measurement: -

The measurement shall be in square meter. The mode of measurement shall be as per relevant section of I.S.:1200 of latest edition.

02.00 Painting & French Polishing: -

02.01 Enamel Painting: -

02.01a Material: - Ready mixed oil paints and primer, in general, shall be of approved quality, color and of approved Contractor. These materials shall be in sealed tin and shall be opened in the presence of the Owner / Architects.

02.01b Preparation Of Surface: -

a. Iron & Steel Works: - Surface to be painted shall be thoroughly cleaned; sand papered and/or rubbed with emery cloth, if necessary to remove grease, mortar or any other foreign materials. In case of rusted surface, it shall be first cleaned with wire brushes till the corroded rust is removed. The prepared surface shall be shiny and free from brush marks, patches, blisters and other irregularities. The surface thus finished shall be got approved for painting.

b. Wood Work: - All surface to be painted shall be thoroughly cleaned, sand papered & removed of all foreign materials. In case of surfaces having knot and nail holes, this shall be filled with knotting and stopping materials. The knotting materials shall consist of pure shellac dissolved in mentholated spirit. Stopping materials shall consist of putty. The surface thus treated shall be allowed to dry and then sand papered smooth.

c. Application: - After preparing the surface, a primer coat shall be applied. The primer coat shall be ready mix of approved make and Contractor. After the primer coat is applied and perfectly dried, all holes, cracks etc., which shall remain, shall be filled in with putty and the surface sand papered smooth. Then a second coat of paint of approved shade and Contractors shall be evenly applied & allowed to dry.

The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of a primer coat. If a proper and even surface is not obtained to the satisfaction of the Owner / Architects in 3 coats, Contractor shall carry out additional coats of painting to approval, at Contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or otherwise disfigure the various coats.

d. Rates To Include: - Apart from other factors mentioned elsewhere in this contract, the rate for the item of painting shall include for the following: -

d-1 All labour, materials equipment necessary to carry out the work.

- d-2 Supplying the approved paint for priming & finishing coats.
- d-3 Preparing the surface including knotting & stopping for receiving the priming and finishing coats.
- d-4 Scaffolding including its erection and dismantling.
- d-5 Application of atleast one primer coat and two coats of finishing for wood work and at least two finishing coats for steel work unless otherwise specified. If a proper and even surface is not obtained to the satisfaction of Owner / Architects, Contractor shall carry out additional coat of painting to approval at Contractor's expense.
- d-6 Protection to painted surface till dried and handed over.

Mode Of Measurement: - Painting to woodwork and steel shall be measured separately as per I.S. 1200 (Part XV) of latest edition.

3. Replacement of existing CI pipes with CPVC pipes:-

- 3.1 Remove all the existing C.I. drain pipes & fittings in the building. The outside vertical CI pipes connected with the w/c of the all the toilets should be removed except the CI pipes inside the walls. The connection between the CI pipes coming out from the wall and the CPVC pipes should be fixed properly with the required coupling and the solution.
- 3.2 Provide & lay in place temporary drain pipes & fittings.
- 3.3 Replace with the new CPVC drain pipes & fittings of approved make, in proper line & level with proper spacers so as to locate the lines at least 2" away from the wall.
- 3.4 Seal the joints properly with rubber solution.
- 3.4 The temporary lines should be removed after the installation of new CPVC pipes of required diameter as per BOQ.
- 3.5 The rates are inclusive of scaffolding, labor, material etc. complete in all the respects.

The CI pipes coming out from the W/c should be fixed with the CPVC pipes after removing the rest of the vertical pipes. The connection between the CI pipes and the CPVC pipes should be fixed properly with the required coupling.

4. Providing and Applying smooth internal plaster 12-18mm thk. with cement mortal 1:4.

- 4.1 The work includes the removal of existing damaged plaster along with the proper curing and labour charges.
- 4.2 Ultratech/ Ambuja cement 53 grade OPC should be used.
- 4.3 The rates are inclusive of scaffolding, labor, material etc. complete in all the respects.

5. Scaffolding: -

This shall be double or single as required and directed. If ladders are used, places of gunny bags or cloth bags shall be tied on their tops to avoid damage or scratches to the plastered surfaces etc. proper stage scaffolding shall be erected when painting the ceiling.

11.00 Standard Specifications: -

Unless otherwise specified elsewhere in this contract, all work under this contract shall be carried out in accordance with the technical specification and the latest issue of the Indian Standard Specification applicable to the particular class of work. If Indian Standards are not formulated for any particular material of work, the relevant British Standard Specification shall apply. Relevant issue of I.S. specifications applicable to the particular work have been described along with the specification for the respective works. In case of any confusion or dispute regarding the meaning

and interpretation of any specification for the respective works, the decision of the Owner / Architects shall be final and binding on the Contractor.

The brand /make mentioned in the following list should be used by the Contractor and rate quoted should be based on the same. In case of the brand / make is not available, materials of other makes should be used with prior approval of Architect and Bank. The rates will be revised, based on the difference in basic rates of the make brand / name mentioned below: -

### **Approved List of Materials (Brands / Make)**

1	Paint	Asian,Berger,ICI,Nerolac
2	Water Proofing material	Asian paint
3	CPVC pipes	Astral/ Supreme
4	Cement ( OPC, 53 grade)	Ultratech / Ambuja

### **MODE OF MEASUREMENT FOR PAYMENT**

- |    |           |  |
|----|-----------|--|
| 1. | CI Pipes  | Actual Length  |
| 2. | Putty     | Wall surface – Actual length X Height.   |
| 3. | Paintings | <ul style="list-style-type: none"><li>a) Wall surface – Actual length X Height.</li><li>b) M.S. Grill / Mesh / Without frame.</li><li>c) M.S. Collapsible gate of one side.</li><li>d) Cornice – Plain surface of P.O.P. False Ceiling.</li><li>e) Fully paneled Door / Windows with frame :-<br/>2.5 times area of one side.</li><li>f) Partly Paneled / Partly glazed doors, windows, partitions with frame and shutters :-<br/>2 times area of one side.</li><li>g) Fully glazed Window / Partition with frame and shutters :- 1 time area of one side.</li></ul> |
| 4. | Plaster   | Finished length X Height   |



ANNEXURE-‘A’  
PARTICULARS OF THE FORM TO BE FURNISHED FOR THE PURPOSE

PRE-QUALIFICATION OF CONTRACTORS/FIRMS.

1	Name of the Contractor/Firm:-	
2	Address, E-mail & Tel./Mobile no.:-	
3	Year of Establishment:-	
4	Status of the firm (Whether Company/Firm/Proprietary):-	
5	Name of Directors/ Partners/Proprietor	i)  ii)  iii)
6	Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.	
7	Name and address of Bankers.	i)  ii)  iii)
8	Enclose latest Solvency Certificate from the Bankers.	
9	Whether registered for GST. If so, mention number and date. Furnish also copies of GST Registration	
10	Mention Permanent Account Number (PAN). Furnish copies of Income Tax clearance Certificate.	
11	Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years.	
12	Average annual financial turnover of the firm during last three years, ending as on 31.03.21 for construction work:-	
13	If you are registered in the panel of other Organizations/ Statutory Bodies, such as CPWD, PWD. MES, Banks etc., furnish their names, category and date of registration in Proforma- 1.	
14	What are your fields of activities? Mention the fields on preference basis.	i)                      ii)

15	Detailed description and value of works done in last five years as on 31.03.2021. Please attach copies of completion certificate of each work mention in the preformed. (As per Proforma –2 in a separate sheet)	
16	Specify the maximum value of work executed in a year:- Are you aware of rules & regulations regarding execution of similar type of construction work & successfully completed at least one similar type of job in Mumbai. Completion certificate of the work executed should be attached.	
17	If No, the Contractor/Firm is supposed to know all the rules/regulations of Municipal Corporation Greater Mumbai (MCGM)/Heritage Department/PWD or any other related local body. The Contractor/Firm have to establish its office at Mumbai with sufficient technical Staff & infrastructure for proper/satisfactory supervision / completion of work.	
18	Furnish the names with address of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization.	i) ii) iii)
19	Other relevant information (As per Proforma)	
	Note: Where copies are required to be furnished these are to be certified copies preferably by the concerned agencies or a Government Officer	

Place \_\_\_\_\_

Name & Signature with seal

Date \_\_\_\_\_

Enclosure to Annexure - 'A'

PROFORMA – 1

Details of Registration

Sn.	Name of the Organization and address	Category under which registered	Date of Registration and validity	Brief details of works handled for the organization	Remarks
1	2	3	4	5	6

S i g n a t u r e with seal

Note: - Relevant documentary evidence to be enclosed.

Enclosure to Annexure - 'A'

PROFORMA –2

PARTICULARS IN RESPECT OF WORK EXECUTED.

S N	Name of work /Project with Address	Short Description of work Executed	Name & Address of Owner	Value of work Executed in last seven years (more than the value mentioned in prequalificatio n criteria of Completed work only)	Stipulated time of Completion With date of commence- ment	Actual time of Completion with date of completion	Name of Architect/ Consulting Engineer.

Name and Signature with Seal

Enclosure to Annexure - 'A'

PROFORMA-3

KEY PERSONNEL PERMANENTLY EMPLOYED.

SN	Name	Designation	Qualification	Experience	Years with the Firm	Any other information
1						

Name and Signature with Seal

Enclosure to Annexure - 'A'

PROFORMA-4

OTHER RELEVANT INFORMATION

SL.No.	Particulars
i)	WORK FORCE
	Permanently Employed      No.      Any other      Years with the firm.
	a) Masons.
	b) Carpenters.
	c) Mechanics
	d) Electricians
	e) Mate/Helpers
	f) Others.
ii)	WORKSHOP FACILITIES.
	Location    Land Area    Type of Structure    Type of Facilities.
	a)
	b)
iii)	List of major constructional equipment in possession of the firm.
iv)	List type and quantity of shuttering material in possession of the firm

Name and Signature with Seal

**BILL OF QUANTITIES FOR CIVIL / FURNITURE WORK ON FIRST FLOOR  
AT DIT, CBD BELAPUR, NAVI MUMBAI**

S. No	Particulars	Qty	Unit	Rates (Rs.)	Amount (In Rs.)
1.	Providing and Applying smooth internal plaster 12-18mm thk. with cement mortal 1:4. The work includes the removal of existing damaged plaster along with the proper curing, labor charges, scaffolding, and other related works complete in all the respects. Ultratech/ Ambuja cement 53 grade OPC should be used. The said work should confirm the IS code 1661-1960.	12000	Sft		
2.	Providing and applying Birla white putty to fill the cracks and holes on plastered area and make surface ready to receive the paint. The rate shall include the scaffolding at all levels and cleaning. The contractor should clean the complete area after completion of the punning work etc. complete as directed.	12000	Sft		
3.	Smart care Damp Proof waterproofing to existing floor without removing tiles of Terrace with water proofing compound and cement solution ( fine sand cement etc.) making holes, refilling and making them water tight including making good the damages , cleaning etc. complete in all respects.	12000	sft		
4.	Providing & Applying white washing with lime in old work (two or more coats) to give an even shade including scrapping and repairing the surface wherever necessary to obtain even and smooth surfaces complete as per instructions.	18000	sft		
5.	Preparing the surface by rubbing with sand papers of different grade, removing all dirt, smoke, grease, lose plaster etc., if any, from the existing surface cleaning the surface thoroughly and removing all dirt from the surface. Painting of surface with base coat of Dura Life & 2 top coats of Ultima Protek (including erection of scaffolding, cleaning the area with jet washing machine, opening & filling the “V” groove shape with crack seal compound). The said work should confirm the IS code 2395 (Part2):1994.	210000	sft		
6.	Providing & applying two or more coats of 1 <sup>st</sup> quality enamel paint like premium gloss of Asian paint or equivalent approved make and shade to teak wood/ commercial boards/MS surface in doors, windows, gates, grills, handrails etc. The said work should confirm the IS code 2932(2003)	25000	sft		

7.	Replacing the existing CI pipes with new CPVC pipes 4”dia. The rates are inclusive of removal of CI pipes and installation of CPVC pipes along with the necessary material and parts required, the alternate arrangement for the drainage at the time of execution of work, scaffolding and other required arrangements complete in all respects. The said work should confirm the IS code 15778.	960	mtrs		
8.	Replacing the existing CI pipes with new CPVC pipes of 3”dia. The rates are inclusive of removal of CI pipes and installation of CPVC pipes along with the necessary material and parts required, the alternate arrangement for the drainage at the time of execution of work, scaffolding and other required arrangements complete in all respects. The said work should confirm the IS code 15778.	1100	mtrs		
	Total				
	GST				
	Grand Total				