



TENDER **DOCUMENT**

Proposed Metal Emergency Exit Stair Case, Entrance Gate and Allied Works at Zonal Office Premises, Bank Street, Koti, Hyderabad

**NAME OF
TENDERER** _____

ADDRESS _____

Tender Publication date: 28.03.2024

Last Date of Submission: 08.04.2024 Time: Till 15:00 hrs

OFFICE ADDRESS:

Central Bank of India, Zonal Office, Hyderabad, No.5-1-710,711,712, First Floor, Bank Street, Koti, Hyderabad – 500095.

Independent External Monitor – Shri Jagdip Narayan Singh

Contact - 011-61515609, 9978405930

jagadipsingh@yahoo.com

This tender consists of pages from 01 to 36.



NOTICE INVITING TENDER – PART A – TECHNICAL BID

(NIT:ZO:HYD:BSD:ARCH:2021-22:70)

Online Tenders are invited by ZONAL Office, Central Bank of India, Hyderabad, for carrying out **Proposed Metal Emergency Exit Stair Case, Entrance Gate and Allied Works at ZONAL Office Premises, Bank Street, Koti, Hyderabad in Two Bid System (Technical bid & Commercial Bid)** meeting the Under-noted eligibility criteria for carrying out the work specified in the tender document. In accordance with the Bank's general conditions of contract, special terms & conditions of Contract & Particular terms & conditions of Contract, Standard specifications, Extent of work, Special instructions to bidders as appended on subsequent pages & Annexures. Bank reserves the right to reject any or all tenders without assigning any reasons.

Description of work/s:	Proposed Metal Emergency Exit Stair Case, Entrance Gate and Allied Works
Cost of Tender :	Rs.1000/-
Tender Price :	Rs.10,00,000/-
Issuing of Tender Document :	To be floated online as per e-tender norms and also is to be uploaded on Bank website and CPPP
Method of Procurement:	OPEN TENDER, publishing the NIT on Bank website and publish a condensed advertisement in a national and local daily as per norms.
Procurement System:	TWO BID SYSTEM
Date of issue of Notice Inviting Tender:	28.03.2024
Deadline for submission of Tender (date and time) :	08.04.2024 at 15:00 hrs
Tender Validity expires in :	90 days from the date of opening of price bids
Defects liability Period :	12 months from the date of virtual completion, as certified by CENTRAL BANK OF INDIA.
Tender opening date and time:	08.04.2024 at 15:30 hrs
Taxes :	As applicable, to be included in the quoted price
Bid Security (Earnest Money Deposit):	Payment of Rs.10,000/- to be made in the form of Banker's Cheque / Demand draft, drawn in favor of Central Bank of India, payable at Hyderabad Technical bids without EMD amount shall NOT be accepted. EMD will be returned to the un-successful bidders after placing work order by Bank. (Exemption: Submission of valid Micro and Small Enterprises (MSEs) certificate as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department).
Initial Security Deposit (ISD):	2% of accepted value of the tender shall be provided by the successful tenderer in form of demand draft from a scheduled bank within 3 days of



	intimation to him of signing of Articles of Agreement. EMD shall become a part of ISD.
Total Retention Money to be held by bank during defect liability of one year from date of completion	5% of total value of work (RETURNABLE UPON ONE YEAR after completion of Virtual completion certificate and successful completion of defect liability period.)
Best Offer :	Bid of the best offer (L1) from responsive bidder will normally be accepted.
Time of Completion	30 Days from the 7th day of signing of Articles of Agreement
Liquidated damages:	For delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
Other terms:	<ul style="list-style-type: none"> CENTRAL BANK OF INDIA reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so. The successful tenderer will enter into agreement with CENTRAL BANK OF INDIA as per the standard format given in the tender on a non-judicial stamp paper as per prevailing Stamp Act of the State within 7 Days from the date of signing of Articles of Agreement failing which the bidder's EMD may stand forfeited. Bidders can inspect the site before submitting the tender. The onus of co-operation with other contractors for any disciplines in services lie on the tenderer. The EMD of unsuccessful Bidders to be returned as promptly as possible upon the successful Bidder's furnishing of the security deposit as per Bank guidelines. All documents that comprise the tender documents should be signed, sealed and uploaded by the tenderer online. No part of the bill of quantities including specifications should be deleted.
Independent External Monitor(IEM)	Shri Jagdip Narayan Singh ; jagadipsingh@yahoo.com 011-61515609, 9978405930
Contact person name	Mrs. Sharmila – Chief Manager-Architect.
Contact number	040-23468911-4304
Place of submission of Bids & opening of bids	Asst. General Manager, BSD, Central Bank of India Zonal Office, Bank Street, Koti, Hyderabad-500095
Date of Opening Financial Bids	Will be informed to short listed Bidders who qualify in Technical Evaluation
E-mail id for correspondence	cmarchhydezo@centralbank.co.in

**Deputy Zonal Manager
Zonal Office Hyderabad**

TENDER NOTICE

REF NO: - NIT:ZO:HYD:BSD:ARCH:2021-22:)

DATE: 28.03.2024

To,

SUB: - Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works

Dear Sir,

Online tenders are invited from contractors in Two Bid System (Technical and Financial) for the above works.

Tender form is available online and can be downloaded form Bank website. In case applicable, a demand draft of Rs. 1000/- in favour of Central Bank of India, Payable at Hyderabad should be submitted along with EMD of Rs. 10,000 /-(Rupees Nine Thousand Only), in the form of Bank Draft drawn in favour of “CENTRAL BANK OF INDIA”, payable at Hyderabad, must be submitted at Business Support Department, Zonal Office, Central Bank Of India, Hyderabad, I Floor, Bank Street, Koti, Hyderabad - 500095.

Tender received without the cost of Tender Document, EMD & after due time & date shall be liable for rejection.

Technical Bids will be opened at 3:30 PM on 08.04.2024 in presence of intending tenderers, or their authorized representatives and the opening of Financial Bids would be intimated in due course to the Bidders.

The bank does not bind itself to accept the lowest tender & reserves to itself the right to accept any tender or reject any or call tender without assigning reason thereof.

LAST DATE OF SUBMISSION : 08.04.2024
TENDER OPENING DATE (Technical Bids) : 08.04.2024
(Tenders will be opened in presence of intending contracting agencies)

Thanking You
Yours faithfully,

ASST.GENERAL MANAGER
ZONAL OFFICE,
HYDERABAD.

NOTICE INVITING TENDER

1.1 The Tender

Online tenders are invited on behalf of Central Bank of India, Zonal Office, Hyderabad for Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works at Zonal Office Building, Bank Street, Koti, Hyderabad.

1.2. Filling in the Tender:

Tender not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions shall be rejected.

1.3. The Rates:

Tenderer should quote their rates both in figures and words. The schedule of quantities must be fully priced and the total of each page along with carried over figure of the previous page shall be given in ink and signed by the tender. No blank space shall be left. If any discrepancy is found in the rates quoted in figures and in words, the rate which is will be considered.

1.4. Submission:

Online tenders must be submitted via the e-portal website and latest by 3.00PM on 08.04.2024 and the technical bids will be opened on 08.04.2024 at 3.30PM.

1.5. Signing the Tender:

If the tender is made by or on behalf of a company, incorporated under the companies Act. 1956, it shall be signed by their managing Director, or one of the directors duly authorized on that behalf. If it is made by the partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign in his own name and give the name and address of each partner of the firm and attach a copy of power of attorney with the tender authorizing him to sign on behalf of the partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

1.6. Acceptance period:

The tender shall remain valid for acceptance for a period 90 days from the date of opening of tender,

1.7. Site Inspection:

Every tender is expected to inspect the site of proposed work before quoting his rates He must also go through all the drawings and documents. It will be construed that the contractor has inspected the site at his cost, and the quoted rates shall hold good in all conditions.

1.8. Schedule of Quantities:

A schedule of quantities for various items accompanies this tender. It should be definitely understood that the Employer do not accept of items and quantities and his schedule is liable to alterations by omissions, deductions or additions at the discretion of the employer without affecting the terms of the contract. The Employer reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.

1.9. Contractors Rates:

The contractors rates must include the cost of transportation of material to the site, storage at site all taxes such as sales tax, excise and octal etc. and the fixing or placing in position for which the items of works is intended to be operated.

1.10. Interpretation:

In interpreting the specifications the following order of decreasing importance shall be followed:

- a) Schedule of quantities.
- b) Schedule of materials
- c) Schedule of workmanship.
- d) Drawings
- e) Particular of special specification.
- f) General Specification.

Matters not covered by the specification given in the contract as a whole shall be covered by the matters not covered by the relevant Indian standard Codes. If such codes for a particular subject have not been framed the decision of the Employer shall be final and binding.

1.11. Alteration in Notice Inviting Tenders:

No alteration shall be made by the tender in the notice inviting Tenders and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

1.12. Acceptance of Tender:

The acceptance of tender rest with the Employer, who does not bind himself to accept the lowest tender and reserves to himself the authority to, reject any or the entire tender received without assigning any reasons. The Employer reserves the right of accepting the whole or any part of the tenders and the tenders shall be bound to perform the same at their quoted rates.

1.13. Site Supervision:

The work shall be carried out under the direction of the Employer or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instruction for carrying out the work on day basis.

1.14. Quality:

The Employers decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Employer shall be immediately removed by the contractor from the site.

1.15. Commencement of Work/Period of Completion:

The Contractor shall commence work on site within 7 days from the date of issue of the letter of intent. This date shall be considered as the date of commencement of the said work. Time is the essence of the contract. All works as per this tender will be completed within 30 days from the date of commencement.

1.16. Defect Liability Period:

Any defect developed within “Defect Liability Period” of 12 months from the date of completion will have to be rectified by the contractor. In case of failure to do so the employer with the concurrence of the consultant shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be taken on receipt of written notice from the Employer and such defects may extent “liability period”.

1.17. Part Occupation:

If the owner wants to occupy areas in part, the contractor shall have to be complete the work of the area in conjunction with the Employer and hand over the same to the Employer without affecting any of the clauses of agreement.

1.18. Contract Signing:

After acceptance of the tender, the tender shall sign the necessary papers within 10 days of the intimation, Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay, the “Earnest Money” may be forfeited and the tender cancelled or the contract enforced as per term of the tender and the tender shall thus be bound even though the formal agreement has not been executed and signed by the tender.

1.19. Earnest Money Deposit:

EMD of 10,000 /- (Rs. Nine Thousand Only) For Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works in the form of Bank Draft only and in favour of CENTRAL BANK OF INDIA AT HYDERABAD, shall be submitted at Zonal Office, Central Bank Of India, Hyderabad, I Floor, Bank Street, Koti, Hyderabad - 500095.

- i) The tender reserved without EMD or any other form than stated above may be rejected. The EMD shall be refunded to the unsuccessful tenders within one month of the opening of the tender. The EMD shall be retained in addition to the retention money and shall be returned on completion of the project.
- ii) Retention Money:
Retention Money at the rate of 10% of each running bill value shall be deducted from each running account payment. The Retention money/EMD amount shall not bear any interest.

1.20. Refund Deposit:

50% of the retention money shall be returned after the virtual completion of the project and the balance 50% shall be returned after the defects liability period of 12 months from the date of virtual completion.

1.21. Supply of Material:

Owner does not bind himself to supply any materials whatsoever required for the work. The quality/make of the material purchased by the contractor shall be exactly same as mentioned in the schedule of materials and shall be got approved by the Employer.

1.22 Insurance:

The successful Contractor shall take out contractor all risk (CAR) insurance policy, in the name of the contractor, and the original policy shall be deposited with the owner. The policy shall cover clause as under:-

The contractor shall at all times indemnify and keep indemnified the employer and its officers, servants, clients and any other guest, customer or person moving in the work premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal agents to the contractor, any sub-contractor and/or the employer) and the contractor shall at his own cost and initiative at all times up to the successful conclusion of the defects liabilities under his clause,

including but not limited to third party insurance and liability under the motor vehicle Act, Risk Insurance Act and/ or other Industrial Legislation from time to time in force in India with insurance company (ies) approved by the owner and such policy (ies) shall be of not lesser limit than the limits hereunder specified namely :-

Workmen's compensation Insurance- to the limit to which to which compensation may be payable under the laws of the Republic of India.

body injury and property damage to the limit of not less than Rs. 1,00,000/-(Rupees One Lac Only) in each accident at all jobs sites provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the liability in terms of this Clause to the limit(s) specified.

Should the contractor fail to take out and/or keep afoot as provided for the foregoing sub clause, the Employer shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Employer in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.

1.23. Period of Policies:

All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

1.24. Liquidated Damages:

Entire project will be completed and handed over within agreed timing in a phased manner, Employer shall levy liquidated damages by way of penalty a sum at the rate 1 % of the total contract value per week subject to the maximum of 10 % of the contract value

1.25. Extra item:

The rates of all authorized extra items altered or substituted work shall be worked out as follows:-

The rates shall be based on or derived from the existing rates in the contract as far as possible and to the maximum extent possible from the same class & nature of work.

Where the rates cannot be derived in the manner of (a)(I) above, the same shall be worked out on the basis of most competitive market rates inclusive of any taxes, octrai etc. plus 15% for contractor's profit, overheads and supervision charges or as suggested by the Employer.

The Contractor shall, within three days of the receipt of an order carry out the above within 3 days after having carried out the above work, submit the rates which he proposes to claim for such item of work, supported by rate analysis and vouchers. The project Architect shall with due analysis and justification communication to the contractor the rate admissible for these items, within a period of one month.

1.26 Escalation:

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the duration of the project and during the defect liability period no alteration in this clause will be acceptable.

1.27 Receipt of Tenders:

Tenders along with all the copies, drawings etc. will be received online as stated on the cover of this volume.

1.28. E.S.I. (Employee States Insurance) & Provident Fund:

ESI charges & Provident fund charges, if applicable, shall be borne by the Contractor.

1.29. Work Tax:

Payment of works contract tax shall be the responsibility of the Contractor.

APPENDIX		
SUMMARY OF VARIOUS CLAUSES		
1.	Date of Commencement(1.15)	07 Days from the issue of Work Order
2.	Period of Completion(1.15)	30 Days from the date of Commencement.
3.	Defects Liability Period(1.16)	12 Months from date of virtual completion.
4.	Earnest Money Deposit(1.19a)	Rs. 9, 000/-(Rupees Nine Thousand Only) Along with Tender in the Form of Demand Draft Favouring Central Bank Of India Payable at Hyderabad.
5.	Retention Money(1.19b)	10% of certified gross value of each running bill
6.	Value of Work for Interim Bill(1.20)	50% of the Work Order Value
7.	Liquidated Damages(1.24)	1 % of the total contract value per week subject to the maximum of 10 % of the contract value



To,
ASST. GENERAL MANAGER (BSD)
ZONAL OFFICE,
CENTRAL BANK OF INDIA,
HYDERABAD.

NAME OF WORK: Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works

Dear Sir,

With reference to the tender by you for the above proposed work, I/we write this after

- a) Having examined the design, drawings details, schedule of quantities, schedule of materials, schedule of workmanship, instructions to tenders, draft agreement and having thoroughly gone through all the pages of the Tender documents & having understood the facts intended to be conveyed therein the tender annexed thereto (here-in-after called the Contract Documents) relating to the proposed work.
- b) Having visited and examined the work site of the proposed work and,
- c) Having acquired with the requisite information as affecting the tender.

I/We, undersigned, hereby offer to execute the proposed work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

I/we undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site.

I/We further undertake that on failure, subject to the condition of the contract relating to extension of time, I/We shall pay the agreed 'Liquidated Damages' to the Owner the sum named in the Appendix to the conditions of contract, 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as 'Earnest Money' of Rs.9000 /- (Rs. Nine Seven Thousand Only) carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so.

I/We further agree to the deduction of 10% from the 'Interim Payment' towards the 'Retention money, which will be returned as per the relevant Clauses in the agreement.

Yours faithfully

Name of the partners of the firm

OR

Name of the persons having Power-of Attorney to sign the contract.

Annexure-I

(On Rs.100/- non-judicial stamp paper by the successful bidder)

From: The Contractor

To Central bank of India, Koti, Hyderabad:

Dear Sirs,

We refer to the tender dated _____ for _____ at the premises mentioned on cover page (page no.1) of the tender. We hereby confirm that we have complied with all formalities in the performance of our Contract for the supply of goods and services under all statutes governing the same, Central, State or Local. We further confirm that we have paid all taxes and duties including sales tax and excise duty in respect of the goods and services supplied to you and undertake to be responsible for the same.

We agree to indemnify and keep you indemnified against any claim or demand and all loss, costs, charges and expenses incurred or suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender for payment of taxes, duties or otherwise.

Yours truly,

Date : _____

SIGNATURE OF CONTRACTOR WITH RUBBER STAMP

Annexure - II

(On Rs.100/- non-judicial stamp paper by the successful bidder)

From: The Contractor

To : Central bank of India, Koti, Hyderabad

Dear Sirs,

We refer to the tender / contract dated _____ for supply of goods and services to you at your premises of as mentioned on cover page (page no.1) of the tender. We advise that, we are covered under the exemption limit prescribed by the Central Excise Act 1944 and no Excise is payable by us on the goods and services supplied to you. We further confirm that we have complied with all the formalities in the performance of our contract for the supply of goods and services and under all statues governing the same, Central, State or local.

We undertake that if any taxes and duties including sale tax and Excise duty in respect of goods and services supplied to you by us is payable, the responsibility of paying the same shall be ours.

We agree to Indemnify and keep you Indemnified against any claim or demand and all loss, cost, charges and expenses incurred and suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender / contract for payment of taxes, duties or otherwise.

Yours truly,

Date : _____

SIGNATURE OF TENDERER WITH RUBBER STAMP

ARTICLES OF AGREEMENT

(On Rs.100/- non-judicial stamp paper by the successful bidder)

This agreement is executed at Hyderabad on this day of 2022 between Central Bank of India, a body corporate, constituted under the provision of Banking Companies (Acquisition & Transfer of Undertakings) Act. 1970, having its Head Office at Chandermukhi, Nariman Point, Mumbai – 400 021. (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 M/s (name of contractor), having its Registered office at (address of contractor. (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 Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works at Central Bank of India, Koti Premises, and therefore, has invited tenders.

AND WHEREAS the contractor has submitted its tender for carrying out the Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works at Central Bank of India, Koti Premises is hereinafter referred to as and the same was accepted by the Bank.

AND WHEREAS the contractor has submitted online, the tender dated (date of tender) wherein the Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works at Central Bank of India, Koti Premises work to be done was also described as per priced schedule of quantities, along with the general condition of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the essential terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.

AND WHEREAS Bank has also accepted the offer of the contractor to fulfill the (brief description of the work) 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 as per the work order no.

The contractor hereby agrees that it shall execute the Proposed Metal Emergency Exit Stair Case, Entrance door and Allied Works at Central Bank of India, Koti Premises work as per the tender dated (date of tender) copy whereof is enclosed 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 essential terms and conditions mentioned in the work order no. (Work order no. and date) copy whereof is enclosed and the same shall form part and parcel of this agreement.

1. The Bank hereby agrees to pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the tender dated and also as per the essential terms and conditions mentioned in the work order no. issued by the Bank to the contractor.
2. The Contractor has deposited Rs. (ISD amount) (Rupees (ISD amount in words) Only) with the Bank as Initial security deposit for due performance of the agreement, and the Bank hereby acknowledge the same.

3. Subject to what is stated in para 5 hereinafter, both the parties hereby agree to abide by and submit themselves to the terms and conditions and also stipulations as mentioned in the tender dated (date of tender) (as mentioned in this agreement) and also as per the terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.
4. Notwithstanding what is stated in terms and conditions and also stipulations [as to i) appointment of arbitrator and conducting the arbitration proceedings, and ii) the jurisdiction of Courts] as mentioned in tender dated (date of tender) both the parties hereby agrees that:
 - a) The appointment of Arbitrator/s & conducting the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996, and
 - b) Any dispute / differences, if any, shall be deemed to have arisen in and only courts in Hyderabad shall have exclusive jurisdiction to try and determine the same.
 - c) The several parts of this contract have been read to us and fully understood and signed by us.
 - d) This agreement is deemed to have come into force on (date of work order / commencement date)

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

<p>Signed and delivered by Central Bank of India</p> <p>Signed sealed (with common seal) and delivered by</p> <p>M/s (Name of the firm), through It's authorized Signatory Shri.</p> <p>In the Presence of authorized signatory;</p> <p>1. _____ 2. _____</p>		<p>For and on behalf of Central Bank of India by the hands of</p> <p>Shri. _____</p> <p>It's constituted Attorney, in the Presence of;</p> <p>3. _____ 4. _____</p>
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DEFINITIONS AND INTERPRETATIONS

5. DEFINITIONS :

The following terms shall have the meaning hereby assigned to them except where the context otherwise require.

- i) CENTRAL BANK OF INDIA or his/her Authorized Representative.

- ii) Consultant shall be the person for the time being or from time to time duly appointed by the
- iii) Employer to act as 'Architect' for the purpose of the contract. In some part of the document,
- iv) the word Architect shall also mean the said "Consultant".
- v) Contractor shall mean the successful Vendor to whom the contract has been awarded.
- vi) Subcontractor shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Consultant and the legal representative, successors and assigns of such person.
- vii) Contract, shall mean and include the following :
 - Notice Inviting Tender
 - Tender Form (duly signed in by Tenderer)
 - Definitions and Interpretation,
 - Schedule of quantities,
 - Schedule of materials,
 - Schedule of workmanship, and
 - Drawings
- viii) Site, shall mean the actual place in, over or under which work is to be done, allotted by the Employer for contractor's use.
- ix) Work, of the contract shall mean and include materials, labour and the resources required for the fulfillment of the clauses of the contract.
- x) Contract Price, shall mean the sums referred to in the formal agreement, any or the work order.

6. ASSIGNMENT AND SUB-LETTING :

2.1 Assignment:

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under without the written permission of the Consultant/Employer.

2.2 Sub-letting:

The Contractor shall not sub-let the whole or part of the contract. The contractor shall not sublet any part of the works without the written consent of the Architect and the Employer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of the subcontractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants, or workmen.

7. DRAWINGS :

3.1 Issues of Drawings:

Drawings approved for the work will be issued, if required, to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly. The contractor Shall give adequate notice in writing to the Consultant or his Representative of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

3.2 Copies of drawings:

One copy of all the drawings furnished to the contractor through these contract documents shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Employer/Consultant or his Representative and by any other

person authorized by the Consultant. The contractor may request for additional copies on payment of Rs. 200/- per set.

3.3 Issue of further drawings and instructions:

The Employer/Consultant shall have full power and authority to supply to the contractor from time to time through his representative, during the progress of the works such further drawings and instructions, if required, as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

3.4 Ownership of Drawings:

All drawings supplied to the contractor are deemed to be the property of the Consultant. The contractor agrees both on the behalf of himself and his employees, and sub-contractors, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

3.5 Plans and drawings to be submitted by the

Contractor:

Layout and details of temporary works that the contractor wants to carry out to fulfil his obligation under the contract. Within 7 days the Consultant will give their approval/comments sufficient to proceed with the work or objections/instructions to the contractor based on which the drawings shall be revised and re-submitted for approval by the Consultant. All these plans and drawings submitted by the contractor and approval by the Consultant shall become part of the contract.

8. GENERAL OBLIGATIONS :

4.1 Inspection of site etc. before submission of tender:

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the work and nature of the resources required and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. The Employer/Consultant will not be responsible for any loss to the contractor resulting from any such reasons after acceptance of tender.

4.2 Clarification before submitting tenders:

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4.3 Rates quoted for finished work:

Rates quoted in the tender by the contractor must be for the finished work as per the drawings, specifications and as per the related clauses.

4.4 Location of work:

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

4.5 Validity:

The tender shall remain open for acceptance for a period of 90 days from the date of opening of the Tender.

4.6 Programme of work:

Soon after the award of contract, the Contractor shall submit to the Consultant/Employer for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Consultant/ Employer representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plan and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Consultant or his Representative of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

4.7 Removal of Workmen:

The Consultant/Employer shall have liberty to object to and order the contractor to remove forthwith from the works any person, employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Consultant/Employer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Consultant/ Employer to be undesirable and such person shall not be again employed upon the works without the written permission of the Consultant. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Consultant.

4.8 Temporary Structure:

Construction of site shed, proposed to be temporarily constructed by the contractor for his office work, storage of materials etc., shall conform to the standard sketch, or to the plan approved by the Consultant. Permission for the construction of such shed shall be obtained in writing.

4.9 Damage to persons and property:

The contractor shall indemnify and keep indemnified the employer against all losses and claims for injuries or damages to any person or property whatsoever, which may arise out of or in consequence of the construction/fabrication, installation, fixing and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.10 Co-operation with other Agencies:

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Employer and as far as it relates to the contractors' work.

The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

4.11 Protection of underground services:

The contractor must take all precautionary measures to protect the underground and other services lines, viz. cables, water and sewer line etc. and observe any specific instructions which may be given in this regard.

4.12 Site Order Book:

A site order book must be maintained and always be available at site to record the instructions by the Consultant or his representative. The contractor must see that the Instructions therein are properly carried out.

4.13 Record of materials borrowed from the Employer:

The contractor shall, maintain an account of different materials borrowed from the Employer, for executing the works under the contract. The Consultant/Employer shall have the power to check the position of materials at all times and verify stocks as and when desired.

4.14 Conflict in meaning between schedule of rates and specifications:

The schedule of quantities shall be read in conjunction with the schedule of materials & the schedule of workmanship. In the event of conflict in the meanings therein, the corresponding item in the schedule of quantities shall always have precedence over the others.

4.15 Conflict in meaning between general

Conditions of contract and the terms and conditions:

In case of any inconsistency between the general conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

13. LABOUR :

5.1 Labour Rates:

In respect of all labour directly or indirectly employed on the works by the contractor or the sub-contractor, the contractor shall comply with the provisions of the contract labour (regulation and abolition) act 1970 minimum wages act 1948, payment of wages act 1936 and any amendments thereof and all legislation and rules of the state and or central government or other local authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor obligation under the contract.

5.2 Reporting accident of labour:

The contractor shall be responsible for the safety of all employee and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accident to and of them, however caused and whenever occurring to the

authorities concerned required as per law and to the Consultant/employer or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

5.3 Provision of workman's compensation act:

The contractor shall at all times indemnify and keep indemnified the employer against all claims for compensation under the provisions of the workman's compensation act 1923 or any other law or the time being in force by or in respect of any work man employed in connection there with. In every case in which by virtue of the provisions of the said act, the employer is obliged to pay compensation to a workman employed by the contractor in executing the works, the employer shall recover from the contract the amount of the compensation so paid and without prejudice to the rights of the employers under the said act. The employer shall be at liberty to recover such amount or ant part thereof by deducting it form the security deposit or from any due by the employer to the contractor whether under this contract or otherwise without prejudice to any other remedy that may be available to the employer in law. The Employer shall not be bound to contest any claim made against it under the said act accept on the written request of the contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequence of contesting such claim.

5.4 Accident or injury of workmen:

The employer shall not be liable for or in respect of any damages or compensation payable in law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his subcontractor, and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation and against all claims, demands, proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto.

5.5 Age limit of labour:

The age limit for employment of labour shall be in strict accordance with the existing labour legislation's.

1 MATERIAL TESTS AND WORKMANSHIP:

6.1 Quality of materials, workmanship and tests:

All materials and workmanship shall strictly be of the respective kinds described in the contract and in accordance with the Consultant or his representatives instructions and shall be subjected from time to time to such tests as the Consultant or his representative may direct at the place of manufacturer or fabrication or on the site all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Consultant or his representative.

6.2 Construction of prototypes or samples of work:

The contractor shall construct prototypes or samples, if required, of work as laid down in the contract or as instructed by the Consultant. Such prototypes or samples of work, after approval by the Consultant/ Employer shall serve as the standards to be achieved in the final construction/fabrication.

6.3 Cost of samples:

All samples shall be supplied by the contractor at his own cost.

6.4 Cost of test:

The cost of making any test as per specifications shall be borne by the contractor and contractor should arrange for all requirements to take the samples by Consultant/Employer.

6.5 Inspection of operation:

The Consultant /Employer or their representative or any person authorized by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the, right to such access.

6.6 Examination of work before covering up:

No work shall be covered up or made out of view without the approval of the Consultant/Employer or their representative and the contractor shall afford full opportunity to the Consultant or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Consultant, representative wherever any such work or foundations is or are ready or about to be ready for examination and the Consultant's representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

6.7 Uncovering and making openings:

The Contractor shall uncover any part or parts of the works or make openings in, or through the same as the Consultant may ask from time to time. After required inspection by the consultant/employer, the contractor shall reinstate and make good such part or parts to the satisfaction of the Consultant. If any such part have been covered up or put out of view after due compliance with the requirements of clause 6.5 & 6.6 hereof and are found to be executed in accordance with the contract, the expenses of uncovering making openings in or through, reinstating and making good, the same shall be borne by the Employer, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer and deducted by the Employer from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Employer in law.

6.8 Removal of improper work and materials:

The Consultant/Employer or his representative shall during the progress of the works have power to order in writing from time to time.

- a. for the removal from the site within the time specified in the order of any material which in the opinion of the Consultant or his representative are not in accordance with the contract.
- b. for the substitution of proper and suitable materials.

- c. for the removal and proper re-execution (not withstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not in the opinion of the Consultant or his representative in accordance with the contract.

6.9 Suspension of work:

The contractor shall, on the written order of the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall, during such suspension, properly and secure the work. So far as is necessary in the opinion of the Employer.

i) TIME OF COMPLETION AND TAKING OVER :

7.1 Site & its Possession:

Possession of site said in far the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Consultant shall give to the contractor possession of so such of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the bank.

7.2 Time of completion:

The whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause

7.3 Extension of time of Completion:

Should the amount of extra or additional work of any kind or changes-in scope of work or other special circumstance of any kind whatsoever which may occur, be such as fairly to Justify the contractors' request for extension of time for the completion of the works the Consultant shall determine the amount of such extension and shall intimate the contractor in writing. Provided that the Consultant is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submitted to the Consultant full and detailed particular of any request to the extension of time to which he may consider to be justified.

7.4 Extension of completion time due to strike, fire etc.:

If in the opinion of the Consultant /Employer the progress of the work has at any-time been delayed by strikes, fire inclement unavoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Consultant may decide and this will be indicated in writing. No extra payment will be given to the contractor for such extensions.

7.5 Work treated as complete:

The works shall not be treated as complete until

- ii) The site is clear from all materials (brought to site by contractor),site shed etc. and the Consultant/Employer is satisfied with the job done by the contractor.

- iii) The contractor has submitted the reconciliation statement regarding the material borrowed from the Employer.
- iv) All equipment tools, plants etc. taken from the Employer have been returned by the contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- vi) Rectification of any damage done by the contractor to the work executed has been satisfactorily done by the Contractor.

7.6 Taken Over:

After completion of works or any substantial part of the works before the completion of the whole of the works, the contractor shall notify the Consultant in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Consultant and occupied or used by the Employer or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part that is such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed, for the purpose of other relevant clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

7.7 Maintenance:

For a period of Six months commencing immediately after completion of the work by Contractor, the contractor's liability shall be to replace the defective parts rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Employer (under Clause 2.1 and 2.2) arising solely from faulty material or workmanship or for any other reason. If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time the Employer may proceed to get the required rectification, repair done by other agencies and deduct the expense from the final payment due to the contractor. Immediately upon expiry of the maintenance period the Employer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

1 TERMINATION OF CONTRACT :

8.1 Termination of Contract :

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed

with the balance of the work through any other agencies. During the course of execution of the job, in case the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Employer shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slow on any particular item or items of work, the Employer shall have the right to execute this item or items through another agency or agencies, including its own department at the cost and risk of the Contractor.

8.2 Back charging the contractor:

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to contractors' account and shall be recovered from any money due to or that may become due to the contractor without prejudice to any other remedy that may be available to the Employer in law.

(iv) ALTERATIONS, ADDITIONS AND OMISSIONS :

9.1 Variation :

The Consultant/Employer shall be entitled to make any variation in one quality or in all the quantities of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do the same for Employer in law.

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality of kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and,
- e) Execute additional work of any kind necessary for the completion of the works , and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

9.2 Order for variations to be in writing

No such variation shall be made by the contractor without receiving in writing from the Employer or an order in writing from the Consultant, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the schedule of quantities which are estimates. In such cases, the, contractor shall be paid only for the actual quantity of work done as certified by the Consultant at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Consultant shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Consultant, which shall be deemed to be an order in writing within the meaning of this Clause.

9.3 Extra Items:

If the contractor has been asked to execute any such item/work in course of construction/fabrication for which the tender rates have not been quoted by him, he must

undertake such work. The rates for such additional work shall be determined by the employer on the following lines, in the order of preference. The rates to be derived from any one of the quoted rates for similar items of work in the tender. Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the contractor shall submit to the Architect detailed analysis of the rate proposed by the contractor supported by relevant vouchers. While fixing rates for extra items an allowance of 15% of the cost will be provided towards contractor's overheads, profits, and establishments taken together.

9.4 Rebate/extra over original item :

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

- a) For items not covered in the schedule, rebate/extra shall be derived based on observation /analysis of labour and materials involved in such items.

9.5 Items of Ad-hoc nature:

The contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Consultant and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 15% of the cost.

9.6 Claims:

The contractor shall send to the Consultant's/Employer's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expenses to which the contractor may consider himself is entitled and of all extra work ordered by the Consultant, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided a ways that the Consultant/Employer shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Consultant/Employer in writing that he intends to make a claim for such work.

1) MEASUREMENTS :

10.1 Quantities :

The quantities set out in the schedule of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfilment of his obligation under the contract.

Works to be measured:

The Consultant shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Consultant or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to such agent, then the measurement made by the Consultant or approved by him, shall be taken to be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be

correct, unless the contractor shall, within fourteen days of such examination, lodge with the Consultant's representative for decision by the Consultant, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

10.2 Method of measurement:

The works shall be measured net in accordance to IS-1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

1) SETTLEMENT OF DESPUTES :

11.1 Matter to be settled :

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Consultants, and the Consultant shall within a reasonable time after their presentation make and notify decisions thereon in writing after consulting the Employer. The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the employer or by the architect on behalf of the Employer are matters which are referred to hereinafter as excepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

11.2 Time limit:

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to or if the Employer fails to make a decision within a reasonable time, then and in any such case, but except in any of the excepted matters referred to in the above clause, the contractor after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference and only such dispute or difference other than excepted Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1940, for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and the time being in force shall apply to such arbitration.

11.3 Arbitration:

The contractor shall not except with the consent writing of the Employer, or the Consultant, in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Architect and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Consultant instructions with regard to the actual carrying out of the work except as specifically affected by such award.

1. NOTICES :

12.1 Service of notice on contractor:

All certificates notices or written orders to be given by the Employer or by the Consultant to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

12.2 Service of notice on Employer:

All notices to be given to the Employer under the terms of the contract shall be served by sending by post or delivering the same to the Employers' address.

2. SPECIAL INSTRUCTIONS :

13.1 Start of work:

The work shall be carried out, when the building or parts are ready for installation.

13.2 Quality & standard:

The work is to be carried out as per the Indian Electricity Rules & Standard code of practice & other relevant specifications. Workmanship shall be to the satisfaction of the Architect/Consultants. Preference to the work/items shall be given as per requirement of employer & site situations.

13.3 Approval:

The installation shall have to be approved by Electrical Inspector/C.S.E.B. & or any other local authorities, if required & such approval shall have to be arranged by Contractor. Any alterations, additions suggested by them shall have to be incorporated by the Contractor at his cost.

13.4 Replacement of work:

If any part or whole of the work or any item is not executed to the entire satisfaction of the Architect/Consultant. The Contractor shall have to demolish & do the same work again without any extra cost if so ordered by the Architect/ Consultant.

13.5 Repairs & fitness:

The place after any work is completed should be cleaned by the contractor. Breaking of walls, slabs, roads etc. necessary for laying cables, conduits drawing of cables/wires etc. & making them good to original position will have to be done by the contractor through skilled workers.

13.6 Completion drawings:

On the completion of the work the Contractor shall supply free of charges, completion plan showing line/circuit diagram in triplicate along with insulation earth test report of the Internal & External electrification. These shall be handed over to the Architect/Architect in good condition by the Contractor before the finalization of his final bill.

IMPORTANT:

Whenever any of the aforesaid operations/activities are found unavoidably difficult to carry out, due to existing site conditions, the same shall immediately be brought into the knowledge of Bank architect/representative and a written acceptance for an alternative must be obtained from bank.

SPECIFICATION OF WORKMANSHIP TO BE FOLLOWED (ELECTRICAL):

- a. All the wires crossings, flexible PVC Pipes must be used to avoid any overlapping of wires.
- b. Joints in the lines must be avoided as far as possible, however if unavoidable the joints must be properly covered with Electrical Tapes.
- c. While Laying wires (for Lights, fans, fire alarms etc.)In the false ceiling wires must be strictly in the PVC Conduit Pipes Only.
- d. PVC casing strips and cap cane used while laying wires through furniture (as in the case of counters, tables and side tables).
- e. While carrying the wires from walls to the furniture, if required, it must be taken through the floor by laying the conduit pipe and finishing the floor with cement mortar.
- f. All the operative units/members fixed as hard ware/fittings /fixtures/Electrical goods etc (such as switches, sockets, wires, lamps, tube lights, bulb, halogens etc) shall operate smoothly and shall be well in operative/performance at the time of handing over work/site to bank.
- g. The existing data line may or may not require to be extended, depending upon the proposed new furniture layout. The extension of the data line (if required) must be done properly by joining new cable to the existing cable so that the continuity is maintained.

IMPORTANT:

Whenever any of the aforesaid operations/activities are found unavoidably difficult to carry out, due to existing site conditions the same shall immediately be brought into the knowledge of bank's architect/representative and a written acceptance for an alternative must be obtained from bank.

CENTRAL BANK OF INDIA
Special conditions of the contract

1. The measurements indicated in the drawings are approximate and may vary as per the site conditions. Bank's interpretation of the design and the specifications mentioned in the entire document shall be final and without appeal. In case of Errors or inconsistency, if discovered in the drawing and specifications, Bank's interpretation shall be final and without appeal.
2. For the design and other details mentioned in the entire document Bank alone has the patent right.
3. The contractor shall take the prior approval from Bank for subletting the job even if the same is to a specialized agency.
4. In case Bank rejects a particular work the tenderer shall remove the same within two days and no payment shall be made for such work.
5. The Contractor has to take all safety measures with regard to the workmen employed as per relevant laws and good Architecting practices at site and safety measures against the fire hazard.
6. The contractor has to make necessary arrangement for internal lighting at the site.
7. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Architect and the specification of the Bureau of Indian Standards, National Building Code etc.
8. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.
9. The electrical installation works to be carried out by engaging licensed electrical contractor. The successful tenderer shall submit the photocopy of Electrical Contractor's license at the time of execution of work. The copy of license of Electrical Supervisor and electricians also are to be submitted.
10. The contractor shall submit the single line drawing of electrical installations/wiring of completed work along with the final bill.
11. The work shall be carried out on holidays and Sundays after and before office hours and during office hours on working days, there shall not be any problem, disturbance in office/other areas/floors as the work is to be executed in working office.
12. The successful tenderer shall depute one electrician and one helper during office hours to avoid any electrical breakdown in electrical installation.
13. The contractor has to carry out the job strictly as per specification spelt out in the bill of quantities, the drawings, instructions that may be issued by the Architect and the

specification of the Bureau of Indian Standards, National Building Code etc.

14. In case of any discrepancy between the specifications and the drawings, the details mentioned in the specifications / Bill of quantities may be taken as final.

CENTRAL BANK OF INDIA

LIST OF MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE

Unless otherwise specified, rates quoted for all items shall include the following:

- Setting out works to profile and suiting to the site requirements.
- Cost of all material and labour, and hire charge of machineries.
- Disposing work wastages wherever required outside the campus.
- Safety measures for labour/materials/equipment/works
- All MS and SS materials used for the work shall be as per relevant IS code Provisions.
- All technical specifications applicable to civil/metal works at Telangana PWD will be applicable to this work also.

Commercial:

- Rates quoted shall be inclusive of all taxes and duties currently in force, and shall be firm during the course of the work. Escalation, on any ground, will not be considered during the course of work or after completion.
- Quantities mentioned in the schedule of works are approximate. The contractor shall execute the required quantities as per actual requirements and directions of the Architect, and no claim for variation in rates shall be considered due to variation in quantities.
- Adequate security provisions shall be arranged by the contractor, and the Museum will not have any responsibilities for the safety of men and materials involved in the work during the course of the work. The tenderer is advised to keep the workers and staff involved in the work under insurance cover, since the work is being carried out at an elevated level.
- Stair Case has to be designed on IS code, NBC & Fire safety norms & same is to be submitted before execution.
- SAIL, TATA and Vizag steel will be used for structures & Reinforcement work.
- Jindal/ Hindalco Aluminum sections will be used in Doors /Windows
- Glazing will be of Saint Gobain / Modi Guard /Ashai.

NOTE:-

- Wherever more than one make are indicated, the contractor should use the material indicated first. Bank will permit to use the material indicated 2nd and thereafter only if the material indicated 1st is not available and / or the same is not suitable (colour, size, shape, texture) as per the site condition.

- In case the tenderer wish to verify the detailed specification of materials, workmanship etc. the same may be verified from the office of Bank before submission of the tender.
- Whether a product is equivalent or not, will be decided by the Architect only.

NOTE:-

- Wherever more than one make are indicated, the contractor should use the material indicated first. Bank will permit to use the material indicated 2nd and hereafter only if the material indicated 1st is not available and / or the same is not suitable (colour, size, shape, texture) as per the site condition.
- In case the tenderer wish to verify the detailed specification of materials, workmanship etc. the same may be verified from the office of Bank before submission of the tender.
- Whether a product is equivalent or not, will be decided by the Architect only.

(The above are the general specification should be read in conjunction with bill of quantities. The bill of quantities may be taken as the basis for the work to be executed. In case of any discrepancy in the specification and the bill of quantities, the bill of quantities may be taken as final in case the contractor should check up with the Architect whose decision will be final).

BILL OF QUANTITIES:

Note:

1. Rates to be quoted by the tenderers in the item rate tender in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figure and in words. However, if a discrepancy is found between the rate written in figures and rate written in words then the rate which correspond with the amount worked out by the contractor shall be taken as correct.
2. If the amount of an item is not worked out by the tendered, or it does not correspond with the rate written either figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
3. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct, not the amount.
4. The work needs to be carried out as per the time schedule instructed by Bank.
5. All other office furniture, office equipment, flooring, false ceiling etc. to be cover with plastic sheet or required packing materials
6. Any damages done by the contractor will be recover from the contractors
7. Cleaning to be done on day to day basis.
8. Electrician and one supervisor should be posted in working day to avoid any office disturbance and maintain the office smoothly.

BILL OF QUANTITIES - PART B – FINANCIAL BID

Sl.No.	Item Description	Quantity	Unit	Rate excl GST	Total excl GST
1	<u>DISMANTLING</u>				
	Demolishing existing masonry wall/window panes/window frames/concrete beam to make emergency exit doorway of size 4'x 7' manually/ by mechanical means including, removal, cart away and disposal of material, as per direction of Architect.	Lump-sum	1		
2	<u>REMOVAL AND RELOCATION</u> of existing AC Outdoor Units and rerouting of existing wiring/cables/drain-piping etc - Removal of AC outdoor units from the present location identified for installation of staircase and reinstallation in a nearby suitable place.				
	Dismantling existing AC outdoor units from the exit door location and reinstallation of the same on either side of the emergency exit, as suitable to site conditions, complete with required copper piping and drain-piping, to also include rerouting of electrical wiring/drain-piping in a proper manner to free the exit door opening of any passing wires/cabling/drain piping.	6	No.		
3	<u>PLASTERING</u>				
	Plastering with smooth finishing for all exposed surfaces in CM 1:4 (1 cement: 4 fine sand) 10 mm thick including providing and removing scaffolding curing etc. complete. curing etc. complete with all lead and lift, loading and unloading cost conveyance for all other materials, cost of labor for all items of works equipment and all other incidental charges for successful completion of the work	400	sft		
4	<u>FIRE-RESISTANT EXIT DOOR</u>				
	Providing and Fixing in place 45/55mm thick absolute free composite Fire, flame smoke and heat guard Check Door (2hrs.	4	No.		

	as per IS:3614-PartII) conforming to BS476 part 22 and IS 3614 part-II as per prototype tested at National Test House (Govt. of India) CBRI-Roorkee ,two 6/8mm non combustible boards sandwiching 25/32/43 mm thick insulation fire resistant filter, faced with 4mm fire retardent high density fibre board, internal lipping treated with fire retardent chemical with heat activated, brush type intumescent fire seal strips of size 10x4mm for smoke sealing mounted on all sides of the shutter except buttom,mounted on frames with 4nos. 100mmx75mmx3mm heavy duty hinges,fire rated clear/wired vision glass of sizes 200mmx300mm prefabricated inside the shutter under 50 tones pressure and MS Channel of approved shade and color as per the instructions of the engineer. All door frames in the partitions / Wall shall also be embedded in the floor for 1 1/2" for bearing. Cost of door frames shall be inclusive of hold fasts / anchors for fixing in walls, making all necessary rabites etc, as per design/details. Quoted rates shall include all necessary materials, accessories and labour etc. as per Architects's recommendations				
	Make: AHURA MAZDA/TATA PRAVESH				
5	<u>EMERGENCY LIGHT FOR STAIRCASE</u>				
	Supply and fixing in position 10W Emergency Rechargeable Light-IN-12-A white 800MAH Battery-Pack of 1 (landing and half landing) for all floors with necessary raw power connection from nearest point, etc. all complete.	8	No.		
	Make- - INEXT/ROOK/STYLOPUNK/MITAKI				
6	<u>FIRE DIRECTIONAL SIGNAGE</u>				
	Supply,install in all Floor Night Glow Fire Exit Hanging Directional Both Side Signage 12 inch x 6 inch.	4	No.		
	Make-Exact Graphics				
7	<u>MS STAIRCASE WITH LANDING</u>				

	FOR G + 3 Floors				
	Structural steel work in single section, fixed with connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete, with Column - ISMB 200, Bottom runner - 75 mm channel, Step frame - 40 mm angle, Step sheet - 3mm checker plate, Landing frame - 75 mm channel, Landing sheet - 3 mm checker plate, Staircase size Length - 12 ft, Width - 4ft Landing size - 6*6 ft; Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. 10.25.1 In stringers, treads, landings etc. of staircases, including use of chequered/flat plate wherever required, all complete including In- grating, frames, Guard bar, Brackets, gates & similar works, including finishing by applying priming coat of approved steel primer and shade/colour of paint as directed by the Bank Architect	1	No.		
8	<u>SS HANDRAIL</u> - 304g tubular section FOR G + 3 Floors				
	Providing and fixing hand rail of size Stainless steel Railing - Top rail - 50mm ss , Mid rail - 19 mm ss(3 layers) Leg - 32 mm ss, by welding to steel ladder railing, landing railing, staircase railing and similar works, including finishing by applying priming coat of approved steel primer and shade/colour of paint as directed by the Bank Architect.	1	No.		
9	<u>Entrance Gate</u> – Repairs to existing frame, supports/replacement of complete eastern entrance gate as required, with complete servicing and painting to make it fully functional and appealing. All required civil works to replace supporting framework to be carried out and finished with 2 base coats and final coat matching existing shade of surrounding walls.	2	No.		
TOTAL					
Discount if Any					
Total after Discount					

Amount in words(Rupees -----
-----Only)

Confirmation of Acceptance of Tender terms and conditions

(To be signed by the bidder and enclosed along with their bid with name and seal, and uploaded online)

We have studied the terms and conditions of Tender Enquiry including General and Special terms and conditions, the specifications, lay-out drawings, Schedule of Quantities, Commercial terms and conditions, Approved Makes, etc.

We are accepting all terms and conditions of the Tender without any deviation.

Offer with any deviations from the Tender Enquiry are likely to be rejected.

We also understand that the order / s will be placed in the name of principals only and not in the name of their dealer/s. Our quotation is based on the above.

Date: _____

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**

DECLARATION

I / We hereby declare that I / We have read and understood the Terms and Conditions of the contract, Specifications, Drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I / We have signed below and at the end of the Schedule of Quantities, failing which the tender is liable to be rejected.

I / We understand that our Tender will not be considered if the rates for items are not written both in FIGURES and WORDS.

I / We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I / We also confirm that in the event of any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.

Date : _____

**SIGNATURE OF TENDERER
WITH RUBBER STAMP**