

ई-निविदा दस्तावेज E- TENDER DOCUMENT

भाग-I (तकनीकी) **PART-I** (TECHNICAL)

शाखा सिवान का फर्नीशिंग एवं इलेक्ट्रिकल कार्य
FURNISHING AND ELECTRICAL WORK AT
SIWAN BRANCH



क्षेत्रीय कार्यालय सिवान
REGIONAL OFFICE SIWAN

भाग-1 (PART-I)

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निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

RO/BSD/2023-24/003

DATE 20-07-2024

संदर्भ : शाखा सिवान का फर्नीशिंग एवं इलेक्ट्रिकल कार्य
REG: FURNISHING AND ELECTRICAL WORK AT SIWAN BRANCH.

शाखा गोपालगंज के फर्नीशिंग एवं इलेक्ट्रिकल कार्य हेतु मद दर/ पर्सेंटज दर के आधार पर मुहरबंद निविदाएं आमंत्रित की जाती हैं। निविदा हमारे बैंक की वेबसाइट www.centralbankofindia.co.in या <https://centralbank.abcprocure.com> से डाउनलोड किया जा सकता है. चाही गई डिमांड ड्राफ्ट (टेंडर फीस एवं ईएमडी) की scanned कॉपी upload की जावेगी एवं original कॉपी उल्लेखित आफिस मे दिये गए समय के भीतर टेक्निकल बीड के साथ भेजी जावेगी।

Sealed tenders on Item rate/ Percentage rate basis are invited for FURNISHING AND ELECTRICAL WORK AT SIWAN BRANCH. Tender Document may be downloaded from our Bank's website www.centralbankofindia.co.in or <https://centralbank.abcprocure.com> . Copy of required Demand Drafts (tender fee and EMD) must be uploaded and original DDs must be sent alongwith technical bid within prescribe time to mentioned office.

कार्य का नाम Name of work	शाखा सिवान का फर्नीशिंग एवं इलेक्ट्रिकल कार्य FURNISHING AND ELECTRICAL WORK AT SIWAN BRANCH	
आईईएम का विवरण Details of IEM	<p>1. श्री त्रिविक्रम नाथ तिवारी Shri Trivikram Nath Tiwari Mail Id: trivikramnt@yahoo.co.in</p> <p>2. श्री जगदीप नारायण सिंह Shri Jagdip Narayan Singh Mail Id: jagadipsingh@yahoo.com</p>	
संपर्क व्यक्ति का नाम Contact Person Name	मानस कार्तिकेय Arun Kumar Pandey 9264292099	
विभाग Department	व्यापार सहयोग विभाग Business Support Department	
कार्यालय Office	क्षेत्रीय कार्यालय, सिवान Regional Office, SIWAN	
कार्य की अनुमानित लागत Estimated cost of work	रु. 12.30लाख + जीएसटी Rs 12.30 Lacs + GST	
निविदा की लागत Cost of Tender	रु 2000.00 की डीडी सेंट्रल बैंक ऑफ इंडिया सिवान के पक्ष में Rs. 2000.00 by DD in favour of Central Bank of India SIWAN	अथवा एमएसएमई रजिस्ट्रेशन सर्टिफिकेट की कॉपी देवें (यदि लागू हो)
ईएमडी EMD	रु 10,000.00 की डीडी सेंट्रल बैंक ऑफ इंडिया सिवान के पक्ष में Rs. 10,000.00 by DD in favour of Central Bank of India SIWAN	Or provide MSME registration certificate (if applicable)

निविदा की उपलब्धता (डाउन लोडिंग प्रारम्भ तिथि एवं समय) Availability of tender (Downloading start date and time)	01.02.2025 15:00
दस्तावेज के संग्रह के लिए अंतिम तिथि (डाउन लोड करने की अंतिम तिथि एवं समय) Last date for collection of document (Downloading end date and time)	22/02/2025 15:00
जमा करने की आखिरी तिथि एवं समय Last date and time of submission	22/02/2025 15:00
बिड खोलने की तिथि एवं समय Time and date of opening of bid	23/02/2025 15:30
बोली प्रक्रिया (2 चरण) Bidding process (Two stages)	<p>वर्तमान बोली में तीन लिफाफे वाली बोली प्रक्रिया का पालन किया जाएगा। वर्तमान निविदा की प्रतिक्रिया दो भागों में प्रस्तुत की जाएगी:</p> <p>i) तकनीकी बोली (भाग-I) ii) वाणिज्यिक बोली (भाग-II)</p> <p>तकनीकी बोली (भाग-I): तकनीकी बोली में अनुपालन का विवरण, सभी समर्थक दस्तावेज़ आदि, निविदा दस्तावेज़ों में उल्लेखित शर्तों के अनुसार शामिल होनी चाहिए, और इनमें मूल्य निर्धारण या वाणिज्यिक जानकारी बिल्कुल भी शामिल नहीं होंगी। तकनीकी बोली दस्तावेज़ किसी भी व्यावसायिक जानकारी के साथ अस्वीकार कर दिया जाएगा। पहले चरण में केवल तकनीकी बोलियां खोली और उनका मूल्यांकन किया जाएगा। केवल वे बोली जो की निविदा के सभी नियमों और शर्तों के अनुपालन की पुष्टि करता है, वाणिज्यिक चरण के लिए शॉर्टलिस्ट किया जाएगा।</p> <p>वाणिज्यिक बोली (भाग-द्वितीय): दूसरे चरण में, वही वाणिज्यिक बोली खोली जाएंगी जिनकी तकनीकी बोलियां शॉर्टलिस्ट की गयी है।</p> <p>A three envelope bidding process will be followed in the present bid. The response to the present tender will be submitted in two parts:</p> <p>i) Technical Bid (Part-I) ii) Commercial bid (Part-II)</p> <ul style="list-style-type: none"> • Technical Bid (Part-I): Technical bid also contain the compliance statement, all supporting documents etc. as per the terms and conditions mentioned in the tender documents, and NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected. In the first stage only technical bids will be opened and evaluated. Only those bidders confirming compliance to all the terms and conditions of tender documents shall be shortlisted for commercial stage. • Commercial bid (Part-II): In the second stage, the commercial bid of only those bidders, whose technical bids are short-listed, will be opened.

<p>निविदा प्रस्तुत करने का तरीका Mode of submission of tender</p>	<p>Mode-Online URL: https://centralbank.abcprocure.com/EPROC</p> <p>बोलीदाताओं को सख्ती से इलेक्ट्रॉनिक रूप में बैंक के ई-प्रोक्योरमेंट सिस्टम https://centralbank.abcprocure.com/EPROC पर अपनी बोली प्रस्तुत करने की आवश्यकता है। सभी बोलीदाताओं को क्लास II या क्लास III डिजिटल ई-टोकन प्रोक्योर करना आवश्यक है, जिसमें दो प्रमाणपत्र होते हैं (एक हस्ताक्षर/सत्यापन के लिए और दूसरा एन्क्रिप्शन / डिक्लिप्शन के लिए)। कृपया विवरण और पंजीकरण के लिए दस्तावेज़ में उल्लेखित प्रक्रिया 'instructions to bidders- e tendering' देखें।</p> <p>ई-प्रोक्योरमेंट सिस्टम में बोली बंद होने के समय के बाद प्राप्त बोलियां को बिना किसी कारण के सरसरी तौर पर खारिज कर दिया जाएगा। तकनीकी बोली भी भौतिक रूप में (यहां उल्लिखित लिफाफा) बोली बंद होने के समय से पहले दिए गए पते पर प्राप्त किया जाना चाहिए। वाणिज्यिक बोली केवल ऑनलाइन प्रस्तुत की जानी चाहिए।</p> <p>Bidders are required to strictly submit their bids in electronic form using the e-procurement system at https://centralbank.abcprocure.com/EPROC of the Bank. All the bidders are required to procure class II or Class III Digital E-token having two certificates (one for Signing/ verification and another for Encryption/ Decryption). Please follow 'instructions to bidders- e tendering' mentioned herein the document for details and registration process.</p> <p>Bids received after closing time of the bid in the e-procurement system are summarily rejected without any reasons. The technical bid in physical form (in envelope mentioned hereunder) must also be received before the closing time in given address. The commercial bid should be submitted online only.</p> <p>निविदा (टेक्निकल बीड) "मुख्य प्रबंधक, क्षेत्रीय कार्यालय, सिवान को संबोधित किया जाना चाहिए और क्षेत्रीय कार्यालय सिवान में प्रस्तुत किया जाना चाहिए। निविदा यहां दिये गए विस्तृत प्रक्रिया के अनुसार प्रस्तुत किया जाएगा। निर्दिष्ट दस्तावेजों को उपयुक्त आकार के एक लिफाफे में सील किया जाएगा।</p> <p>Tender (Technical bid) to be addressed to "CHIEF MANAGER, Regional Office, SIWAN and should be submitted at REGIONAL OFFICE SIWAN." The tender shall be submitted in accordance to the procedure detailed herein. Specified documents shall be sealed in an envelope of appropriate size.</p> <ol style="list-style-type: none"> I. लिफाफा नंबर 1 चिह्नित संख्या 1 में "टेंडर लागत एवं EMD" DD के रूप में। II. लिफाफा चिह्नित संख्या 2 में विधिवत हस्ताक्षरित निविदा पत्र, तकनीकी प्रमाण पत्र, वैध व्यापार लाइसेंस, विद्युत लाइसेंस, जीएसटीआईएन नंबर, पैन, स्थानीय पता प्रमाण, प्रति समान प्रकार के कार्यों के कार्य आदेश, पूर्णता प्रमाण पत्र आदि शामिल होना चाहिए। III. लिफाफा संख्या 3: लिफाफा चिह्नित संख्या 1 और 2 को एक में रखा जाएगा पर्याप्त आकार का बड़ा लिफाफा अंकित संख्या 3 जिसे उचित रूप से सील किया जाएगा। यह लिफाफा, जिसे बाहरी कार्यालय पर पृष्ठांकित किया जाएगा "शाखा गोपालगंज
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	<p>का फर्नीशिंग एवं इलेक्ट्रिकल कार्य " और "मुख्य प्रबंधक, सेंट्रल बैंक ऑफ इंडिया, क्षेत्रीय कार्यालय सिवान को संबोधित किया जाएगा"</p> <p>लिफाफा 1 और 2 जो की लिफाफा 3 मे रखा गया है, उपरोक्त पते पर दस्तावेज़ मे दिये आखिरी तिथि और समय से पूर्व प्राप्त हो जाना चाहिए।</p> <p>I. Envelope marked no 1 shall contain “Cost of tender Document and EMD” in the form of DD.</p> <p>II. Envelope marked no. 2 Shall contain duly signed tender papers, technical credentials, Valid trade license, Electrical License, GSTIN no., PAN, local address proof., copy of work orders, completion certificates etc. of similar type of works</p> <p>III. Envelope no. 3: Envelope marked no. 1&2 shall be put in a large envelope of adequate size marked no 3 which shall be properly sealed. This envelope, which shall be endorsed on the out side face. “FURNISHING AND ELECTRICAL WORK AT SIWAN BRANCH” and addressed to “CHIEF MANAGER, Central Bank of India, Regional Office, SIWAN.</p> <p>Both envelop no. 1 and Envelope no. 2 contained in Envelope no. 3 must reach the above mentioned address before the final date and time of bid submission mentioned in the tender.</p>
काम को पूरा करने का समय Time for completion of work	30 दिन 30 days
निविदा की वैधता Validity of tender	3 महीने 3 months
श्रम शुल्क , परिवहन शुल्क, समान की लिफ्टिंग Labour charges, transportation and lifting of materials	उद्धृत राशि में श्रम शुल्क, लागत और परिवहन, देखभाल, अपव्यय, सभी लीड के लिए लिफ्टिंग आदि शामिल होना चाहिए। The amount quoted should include labour charges, cost of transportation, caring, wastages, lifting for all leads, etc.
कर Taxes	बीओक्यू की सार शीट में सभी कर किन्तु जीएसटी को छोड़कर शामिल होने चाहिए। लागू होने पर जीएसटी की प्रतिपूर्ति की जाएगी। The Prices quoted must be inclusive of all taxes, duties etc. except GST. GST will be reimbursed as applicable.

<p>पात्रता मानदंड Eligibility criteria</p>	<ol style="list-style-type: none"> 1. बोलीदाता एक कंपनी/निगम/ट्रस्ट/फर्म भारत में पंजीकृत/निगमन हो सकता है जो निम्नलिखित मानदंडों को पूरा करता हो और उसे दस्तावेजी साक्ष्य प्रस्तुत करना होगा, किसी भी रूप में संयुक्त उद्यम या संघ की अनुमति नहीं है। 2. बोलीदाता पिछले 5 (पांच) वर्षों से अस्तित्व में होना चाहिए। 3. बोली लगाने वाले ने जिस महीने में बोलियां आमंत्रित की हैं, उससे पहले के महीने के अंतिम दिन को समाप्त होने वाले पिछले 7 वर्षों के दौरान सफलतापूर्वक काम पूरा किया हो, निम्नलिखित में से कोई एक होना चाहिए: <ol style="list-style-type: none"> a. तीन समान पूर्ण किए गए कार्य की अनुमानित लागत 40% के बराबर राशि से कम नहीं होनी चाहिए। या b. दो समान पूर्ण किए गए कार्य जिनकी लागत अनुमानित लागत के 50% के बराबर राशि से कम न हो। या c. एक समान कार्य की लागत अनुमानित लागत के 80% के बराबर राशि से कम नहीं होनी चाहिए। 4. पिछले वित्तीय वर्ष के 31 मार्च को समाप्त होने वाले पिछले 3 वर्षों के दौरान औसत वार्षिक वित्तीय कारोबार, कार्य की अनुमानित लागत का कम से कम 30% होना चाहिए। 5. बोलीदाता के पास सरकार के अनुसार वैध पैन, जीएसटी आदि पंजीकरण होना चाहिए। <ol style="list-style-type: none"> 1. The bidder can be a company/ corporation/trust/firm registered/ incorporation in India fulfilling the following criteria and must submit documentary evidences. Joint venture or consortium in any form is not allowed. 2. The bidder should be in existence for the last 5 (Five) years. 3. The bidder must have successfully completed works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following: <ol style="list-style-type: none"> a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. OR b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. OR c. One similar work costing not less than the amount equal to 80% of the estimated cost. 4. Average annual financial turnover during last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost of the work. 5. Bidder should have valid PAN, GST etc. registration as per Govt. rules and regulations
<p>सत्यनिष्ठा संधि Integrity Pact</p>	<p>प्रत्येक प्रतिभागी बोलीकर्ता को संलग्न अनुबंध (अनुलग्नक-ए) के अनुसार, बोली दस्तावेज जमा करते समय या बैंक की संतुष्टि के अनुसार सत्यनिष्ठा समझौता प्रस्तुत करना होगा। बैंक द्वारा निर्धारित / दी गई समय सारिणी के अनुसार समझौता बोली प्रक्रिया में भाग लेने के लिए अयोग्यता का प्रासंगिक आधार हो सकता है।</p> <p>Each participating bidder shall submit Integrity Pact as per attached annexure (Annexure-A) at the time of submission of bid documents or as per satisfaction of the Bank. Non submission of Integrity pact as per time schedule prescribed/ given by Bank may be</p>

	relevant ground of disqualification to participating in bid process.
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बैंक बिना कोई कारण बताए किसी भी या सभी निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

The Bank reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

सभी निविदाकर्ता को यह नोट करने का अनुरोध किया जाता है की बैंक किसी भी सशर्त निविदा को स्वीकार नहीं करेगा और यदि कोई निविदाकार सशर्त निविदा उद्धृत करता है तो निविदा को अस्वीकार कर दिया जाएगा।

All the tenderers are requested to note that Bank will not accept any conditional tender and the tender will be rejected if any tenderer found quoted conditional tender.

मुख्य प्रबंधक/**CHIEF MANAGER**
सेंट्रल बैंक ऑफ इंडिया/**Central Bank of India**
क्षेत्रीय कार्यालय, सिवान/**Regional Office, SIWAN.**

INFROMATION TO BE FURNISHED BY THE BIDDERS

1	Name of the Organization		
2	Address with telephone no. and e-mail address if any.	Postal address	
		Telephone nos.	
		E-mail address	
3	Year of establishment		
4	Status of the firm (Enclose copy)		Proprietorship / partnership / limited / trust / any other (please specify)
5	Name of Directors/ Partners / Proprietor		i) ii) iii)
6	Name and address of Bankers		i) ii) iii)
7	Name of Projects (i) at least 1(one) work costing not less than the amount equal to 80% of the category applied for ---or--- (ii) at least 2(two) similar works costing not less than the amount equal to 50% of the category applied for ---or--- (iii) at least 3(three) similar works costing not less than the amount equal to 40% of the upper limit in the category applied. (Details to be furnished in proforma 1)	Project name	Work Value
		i) a)	
		-or-	
		ii) a) b)	
-or-			
iii) a) b) c)			
8	Important major projects on which the firm is engaged at present and their estimated cost, stage of work viz. planning and construction, the full address of clients shall be indicated against each project. (Details to be furnished in proforma 3)		i) ii)

9	If you are registered in Panel of other Organisation/ Statutory bodies such CPWD, PWD, MES, Banks, etc, furnish their name, Category and date of registration.	i) ii) iii)	
10	Details of Document cost / Tender fee	Reference/ DD no.	
11	Details of EMD	Reference/ DD no	
12	Exemption Certificate details (if applicable). Eg: MSME/Udyog Aadhar certificate etc (Micro & Small category only)	Please attach the copy of the same along with details	

DETAILS OF DIRECTORS / PARTNERS

Sr. no.	Name of partners / directors	Academic qualification	Official designation	Address / phone / fax / e-mail
1.				
2.				
3.				
4.				
5.				
6.				

DETAILS OF REGISTRATION

Sr. no	Name of organisation / department	Registration no.	Date / year of registration	Enclosed proof	
1.	Registrar of firms and societies, trade license etc.				
2.	Income tax department (mention PAN no. with copy of latest income tax clearance certificate)				
3.	GSTN				
4.	Details of EPF account and registration				

FINANCIAL STATUS

Sr. no	Financial year	Turnover of the firm (in Rs. lacs)	Profit / loss	Enclosed certified copies of audited balance sheets / chartered accountant's certificate.	
				Yes	No
1	2021 – 2022				
2	2022 – 2023				
3	2023-2024				
4	Average turnover of above Last 3 years				

Furnish copies of audited Balance Sheet and Profit & loss account (audited) for the last three years.

PROFORMA –1
PARTICULARS IN RESPECT OF WORK EXECUTED

Sr. No	Name of the work/project executed with address	Short description of work executed	Name and address of owner and consultant	Value of work executed	Stipulated time of completion	Date of commencement	Date of completion	Any other relevant information
1								
2								
3								
4								

Signature of the Bidder

Note: The contractor shall mention only those works executed which fulfills the eligibility criteria on this page.

The list is to be substantiated with the documentary evidence such as work order and completion certificates in absence of which the application is liable to be rejected. Other works should be mentioned on separate sheet.

PROFORMA- 2
LIST OF KEY PERSONAL PERMANANTLY EMPLOYED

Sr. no.	Name	Designation	Qualification	Experience	Years with the Firm	Any other information
1						
2						
3						
4						
5						

Signature of the bidder

Use separate sheet ,if required.

PROFORMA –3
PARTICULARS IN RESPECT OF WORK IN HAND

Sr . No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner and consultant	Value of work executed	Stipulated time of completion	Status Of Work	Any other relevant information
1							
2							
3							
4							

Signature of the bidder

Use separate sheet ,if required.

OTHER INFORMATION

1. Work force permanently employed
 - i) Mason
 - ii) Carpenters
 - iii) Mechanics
 - iv) Electricians
 - v) Mates / helpers
 - vi) Others

2. Work shop / manufacturing unit facilities
 - i) Location
 - ii) Area
 - iii) Type of structure
 - iv) Type of facilities

3. List of major constructional equipments in possession of the firm
 - i)
 - ii)
 - iii)
 - iv)

List of Documents enclosed with application form.

(Documents required in technical bid envelope)

1. Certificate of incorporation & partnership deed as applicable
2. Bidders undertaking letter
3. Bidders' information
4. Duly signed tender document and corrigendum, if any
5. Power of Attorney in favour of authorized person signing the bid document.
6. Exemption Certificate if applicable Eg: MSME/Udyog Aadhar certificate etc (Micro & Small category only)
7. PAN no.
8. ESI & EPF registration certificate
9. GST Registration no.
10. Copies of proof regarding the work executed like work order, performance and completion certificate.
11. Electrical contractor license (wherever applicable)
12. Photograph of major work executed.
13. Copy of last three years audited balanced sheet, profit & loss statement, and ITR. Demand draft / pay order of Rs. **2000/-** in favour of Central Bank of India payable at SIWAN.
14. Demand draft / pay order of Rs. **10,000/-** in favour of Central Bank of India payable at SIWAN.
15. Integrity Pact (Annexure-A)

Note - 1. Please ensure that all above documents are enclosed with the bid documents (Tick the certificates / documents).

FORM OF TENDER

To,
The CHIEF MANAGER,
Central Bank of India,
Regional Office,
SIWAN

NAME OF WORK: FURNISHING AND ELECTRICAL WORK AT SIWAN BRANCH.

Sir,

1. **Having visited the site** and examined the drawings, conditions of contract, special conditions of contract, General specifications and detailed specifications, schedules and bill of quantities for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules and bill of quantities for the sum State in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. We undertake to complete and deliver the whole of the works comprised in the contract within the time State in the appendix hereto.
3. We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.
4. We agree to abide by this tender for the period of 90 days from opening of envelope 3 or extension there of as required by the Bank from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.
6. If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
8. We understand that you are not bound to accept the Lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever.
9. We understand that Non submission of Integrity pact (Annexure-A) as per time schedule prescribed/ given by Bank may be relevant ground of disqualification to participating in bid process.

**Seal & Signature of
Contractor(s)/ Firm**

APPENDIX TO FORM OF TENDER

Defects Liability period	12 Months from the date of virtual completion.
Date of commencement	03 days from the date of acceptance letter is issued to contractor or day on which the contractor is instructed to take possession of the site whichever is later.
Time of completion	30 Days from the date of commencement.
Period of Final Measurement	One month from the date of virtual completion
Liquidated damages	1% of the tendered amount shown in the tender per week subject to the ceiling of 10% of the accepted contracted sum.
Minimum value of work for interim certificate/bill	Nil/No advance payment will be made to the contractor
Initial Security Deposit	2% of accepted value of tender including the earnest money deposit is to be paid by contractor on acceptance of work order.
Retention money	5% of total project cost
Refund of total security comprising of EMD, Initial security deposit	14 days after the end of the defect liability period of 12 months & upon receipt of “no defect certificate” from the BO/RO/Architect.
Period of honoring Certificate	30 days from date of receipt of certificate from the Bank’s Architect.

ARTICLES OF AGREEMENT

This agreement made this.....day ofTwo Thousand Twenty between **Central Bank Of India**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, having its Head Office at MUMBAI (herein after called "**The Employer**") of the ONE PART and **M/s** herein after called "**The Contractor**" which includes it's heir/successors (herein after called "the Guarantor")of the OTHER PART.

WHEREAS the Employer is desirous of certain works should be executed viz. FURNISHING AND ELECTRICAL WORK AT AMNOUR BRANCH & has by letter of acceptance dated _____ accepted a tender by the contractor for the execution, completion, and maintenance of such works, now THIS AGREEMENT WITNESSES as follows :

4.1 In this agreement words & expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to: 'tender document'.

4.2 The following documents shall be deemed to form & to read construed as part of this agreement, viz.

- i) Original tender document.
- ii) Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter.
- iii) Acceptance letter.
- iv) Bill of quantities.
- v) Corrigendum/Addendums (if published);
- vi) Other additional documents as required,
- vii) Article of Agreement.

4.3 In consideration of the payment to be made by the Bank to the contractor as hereinafter mentioned, the contractor hereby covenants with the Bank to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.

4.4 The Bank hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

IN WITNESS where of the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED BY THE

Said _____
(Name _____)

on behalf of the contractor

In the presence of

Name: _____

Address: _____

said _____
(Name _____)

on behalf of the Bank

In the presence of

Name: _____

Address: _____

* This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form.

S E C T I O N I

GENERAL RULES & INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS

- 1.0** Tenders are hereby invited on behalf of **Central Bank of India- Regional Office- SIWAN** for the FURNISHING AND ELECTRICAL WORK AT AMNOUR BRANCH.

Contract documents consisting of the plans, complete specifications, the schedule of quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the person/firm whose tenders may be accepted and which will also be found in the form of tenders, can be seen/purchased at the **Central Bank Of India, REGIONAL OFFICE SIWAN** between normal working hours and can also be downloaded from our Bank's website www.centralbankofindia.co.in and <https://centralbank.abcpocure.com>. The site for the work is available

- 2.0** Tenders, which should always be placed in sealed cover, with the name of the project written on the envelope will be received by **The CHIEF MANAGER** and should also be submitted online through <https://centralbank.abcpocure.com/EPROC> up to 18.08.2024 up to 15:00P.M. & will be opened by him in his office on dated 19.08.2024 at 15:30 hrs.
- 3.0** The commercial bid should be submitted online only through <https://centralbank.abcpocure.com/EPROC>.
- 4.0** In case of two part tenders, dates of submission opening of the tenders & the part thereof along with the superscription on the packages should be as per specific instruction on the tender notice/ form.
- 5.0** Tenders are to be on the prescribed form which can be obtained from the office of **The CHIEF MANAGER, Central Bank Of India, Regional Office, SIWAN** on payment of a sum of **Rs 2000.00**, in DD Favoring Central Bank Of India-SIWAN in Office Hours from the date mentioned in the document. Document can also be downloaded from our Bank's website www.centralbankofindia.co.in and <https://centralbank.abcpocure.com> (Original DD to be enclosed with technical bid).
- 5.0** The time allowed for the carrying out of the work will be 30 days from the date of commencement of the work.
- 6.0** The Contractors should quote in figures as well as in words the rate, & amount tendered by them. The amount for each item should be worked out & the requisite totals given.
- 7.0** While a contractor signs a tender in an Indian language the percentage above or below or tendered amount & the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
- 8.0** Earnest money, amounting to **Rs. 10,000.00 Only**, in the form of Bank Draft drawn in favor of **Central Bank Of India" SIWAN**, must accompany each tender and each tender is to be in a sealed cover super scribed "FURNISHING AND ELECTRICAL WORK AT SIWAN BRANCH" and addressed to The CHIEF MANAGER, Central Bank Of India, Regional Office, SIWAN.

The EMD of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.

- 9.0** The acceptance of a tender will rest with the Central Bank Of India, The Bank reserves the right to accept or reject any or all the tenders received without the assignment of any reasons. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- The bank reserves the right to accept the tender in full or in parts and that tenderer shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
- 10.0** Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing will be liable to rejection.
- 11.0** All item rates shall be quoted on the proper form of the tender alone.
- 12.0** An item rate tender containing percentage below/above will be summarily rejected.
- 13.0** On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architect shall be communicated to the Employer.
- 14.0** Special Care should be taken to write the rates in figures as well as in words & the amounts in figures only, in such a way that interpretation is not possible. The total amount should be written both in figures & in words. In case of figures, the words "Rs" should be written before the figure of rupees & words "P" after the decimal figures, e.g. Rs.2.15p. & in case of words, the word "Rupees" should precede & the word "Paisa" should be written at the end, unless the rate is in whole rupees & followed by the words "Only", it should invariably be up to two decimal places. While quoting the rates in schedule of quantities, the word "Only" should be written closely following the amount & it should not be written in the next line. In case of online bid rates to be filled through <https://centralbank.abcpocure.com/EPROC> only.
- 15.0** The bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 16.0** All taxes, Sales Tax or any other tax on material or finished works like's work's contract tax, turnover tax etc. except for specific taxes, if any, stipulated in the tender documents, the Bank will not entertain any claim whatsoever in this respect.
- 17.0** The contractor shall give a list of his relatives working with the bank along with their designations and addresses.
- 18.0** No employee of the Bank is allowed to work under or as a contractor for a period of two years after his retirement from Bank services, without the previous permission of the Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.
- 19.0** The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period, then bank shall be at liberty to forfeit Earnest Money paid along with the tender.

Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

Dos and Don'ts for Bidder

- Registration process for new Bidder's should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as the upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.
- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on Bank's E-Tendering website <https://centralbank.abcpocure.com/EPROC>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or Bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this, the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and is unable to submit the bid, in such case the Bank reserves its right at its sole discretion but is not obliged to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.

14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

Guidelines to Contractors on the operations of Electronic Tendering System of Central Bank of India

Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of CBI: The Bidders Non Registered in Central Bank of India and interested in participating in the e-Tendering process of CBI shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the “<https://centralbank.abcprocure.com/EPROC>”

Registration of New bidders: <https://centralbank.abcprocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for CBI. i.e. <https://centralbank.abcprocure.com/EPROC>

Preparation of Bid & Guidelines of Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Central Bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encryption.

Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

Online viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by CBI on the home page of CBI e-Tendering Portal on <https://centralbank.abcprocure.com/EPROC>.

Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of CBI. The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Unloadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a) The Bidders upload a single documents unloadable option.
- b) The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c) The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d) This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on <https://centralbank.abcprocure.com/EPROC>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow Bank to decrypt document.

Close for Bidding:

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

Online Final Confirmation:

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up ”You have successfully completed your submission” that assures submission completion

Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short listed Bidders will be intimated by email.

Opening of the Financial Bids:

The Bidders may join online for tender Opening at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the e-Tendering Portal after the completion of opening process.

Tender Schedule (Key Dates):

1. The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

**Signature of the Competent Authority,
CENTRAL BANK OF INDIA, REGIONAL OFFICE- SIWAN**

SECTION IIGENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the Schedule of Quantities & in the specifications & conditions laid down hereinafter & in the drawings, the work shall be carried as per standard specifications & under the directions of the Bank/Architects.

1. INTERPRETATION

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

- i) **Employer:** The term employer shall denote Central Bank Of India with their head office, at MUMBAI, & any of its employees or representative authorized to act on their behalf.
- ii) **Architects/Consultants:** The term Architects/Consultants shall mean Bank's Engineer/ Architect or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s as the Employer shall nominate for the purpose. The architect with the approval of the Bank may engage a local Architect/ Consulting Engineer for supervision & co- ordination of the work at the site. He will be considered a representative of the Architect. The Bank may also engage a Project Management Consultant for the supervision of the work. He will be designated by the term PMC & work as Employer's agent at the site.
- iii) **Contractor:** The term Contractor shall mean(name & address of the contractor) & his/their heirs, legal representatives assigns & successors.
- iv) **Site :** The site shall mean the site where the works are to be executed as shown within boundary on the Site Plan including any building & erections there on allotted by the Employer for the Contractor's use.
- v) **Site Engineer:** The Site Engineer shall be appointed by the Bank. The Bank may also determine the number of Site Engineers & the supporting staff at site office to assist them & also whether the Site Engineer shall be temporary or permanent. As far as possible, the Site Engineer should assume charge of his post before the Contractor reports on site of work. Where more than one Site Engineer is appointed, one of them shall be designated as senior Site Engineer by the Premises Department & the other Site Engineers shall be reporting to the Senior Site Engineer. Wherever PMC is engaged, Site Engineer, if any, will work in close co-ordination with PMC.
- vi) **Drawings :** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities & any further drawings which may be supplied or any other instruction, which may be given by the employer during the execution of the work.

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

In case any detailed Drawings are necessary, contractor shall prepare such detailed drawings &/or dimensional sketches therefore & have it confirmed by the Employer/Architects/PMC as case may be prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications & schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.
- vii) "The works" shall mean the work or works to be executed or done under this contract.
- viii) "The Schedule of Quantities" shall mean the schedule of quantities as specified & forming part of this contract.
- ix) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

2. SCOPE

The work consists of FURNISHING AND ELECTRICAL WORK including its associated works at Central Bank Of India, AMNOUR Branch under Regional Office, SIWAN, in accordance with the "Schedule of Quantities". The Furnishing/ Electrical work and civil works if any i.e. painting, repairing etc. complete are within the scope of this tender. It includes all materials, labor, tools and equipment and management necessary for, and incidental to, the construction & 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/Architects. Should any detail essential for efficient completion of the work be omitted from the drawings & specifications it shall be the responsibility of the contractor to inform the Employer/Architects & to furnish & install such detail with Employer's / Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer or his agent (PMC) may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively, referred to as "The Employer's / Architect's instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawing or between the schedule of quantities and/or drawings and/or specifications.
- c) The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition/removal and/or re-execution of any work executed by the contractors.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his Agent/ Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his Agent/ Architect's shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which

rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer's or his Agent/ Architect's. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in clause "variations".

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

3. TENDERER SHALL VISIT THE SITE

Intending Tenderer shall visit the site & make himself thoroughly acquainted with the local site conditions, nature and requirements of the works, facilities of transport conditions, effective labour and materials, accesses and storage for materials. 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 drawings. The successful Tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. 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. Initials/Signature will indicate the acceptance of the tender papers by the tenderers.

(Also see General Rules & Instructions for the Guidance of Tenderers).

The schedule of quantities shall be filled in as follows in case of Item rate tender:

(Please see 'Instructions to Bidders – e tendering' mentioned in the document in case of e-procurement)

- i) The "Rate" column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The "Rate Column" for alternative items shall be filled up.
- v) The "Amount" column for alternate items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

In case of Percentage rate tenders, Contractor shall fill up the form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities, he will be willing to execute the work. The tender submitted shall be treated as invalid if:

- a) The contractor does not quote percentage above/ below on the total amount of tender or any section/ subhead of the tender.
- b) The percentage above / below is not quoted in figures & words both on the total amount of tender or any section/ sub head of the tender.
- c) The Percentage quoted above/ below is different in figures & words on the total amount of tender or any section/ subhead of the tender.

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

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason. The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

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

The works 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 works in all respects and details including preparatory and finishing works involved directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of works, the payment of such items 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.

The employer has power to add to, omit from any works 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.

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender.

5. AGREEMENT

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

6. GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local By-laws 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 said act, rules, regulations and Byelaws etc. and pay all fees payable to such authorities for execution of the work involved. The cost, if any, shall be deemed to

have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. He shall indemnify the employer against such liabilities and shall defend all actions arising from such claims or liabilities.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties, royalties, cesses and sales tax, or any other taxes or local charges, if applicable except for specific taxes, if any, stipulated in the tender documents. However, work contract tax shall be deducted at source at the specific rate in Union legislative, if applicable. The certificate in respect of T.D.S. shall be issued by the Bank as per rate. No claim whatsoever on this account shall be entertained.

8. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover 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. Variations in the value is however not expected to be more than $\pm 25\%$.

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

10. EARNEST MONEY

The tenderer will have to deposit an amount of **Rs. 10,000.00 (Ten thousand only)** in the form of Bank draft drawn in favor of “**Central Bank of India, SIWAN.**” at the time of submission of tender as an Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The retention amount will be refunded to the contractor fourteen days after the defect liability period, provided the contractor has satisfactorily carried out all the works and attended to all the defects in accordance with the conditions of contract. No interest is allowed on Retention Money.

11. CONTRACTORS 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 may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from & if the contractor finds any discrepancies therein, he shall immediately & in writing refer the same to the Employer / Architect/ PMC whose decision shall be final and binding. The contractor shall provide him self for ground & fresh water for carrying out of the works 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 else where.

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 payments will be allowed for incidental or contingent work, labor and/or materials inclusive of all taxes and duties whatsoever except for specific taxes, 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, machinery and equipment's and all the necessary scaffolding, , watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such scaffolding, etc. as occasion shall be required or when ordered to do so and shall fully reinstate and make good all matters and things distributed during the execution of works to the satisfaction of the Employer/Architect.

The Contractor shall at all times give access to workers employer by the Architect / 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 wiring, special fittings etc. The quoted rates of the tenders shall accordingly include all these above mentioned contingent works.

12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

1. **Time of completion:** The entire work is to be completed in all respects within the stipulated period. The work shall deem to be commenced within 03 days from the date of acceptance letter issued to the contractor or otherwise mentioned or the day on which contractor is instructed to take possession of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as completed until the Employer have certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

2. **Extension of Time :** If, in the opinion of the Employer/Architect/ PMC the works be delayed,(a) By reason of any exceptionally inclement weather, or (b) by reason of instruction from the employer in consequence of proceedings taken of threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer 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 strikes or lockout effecting any of the building trades or (f) From other causes which the employer may consider are beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of the time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for an extension of time as above provided. The decision of the Employer as to the period to the 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 lockout and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 13, with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.

3. Progress of work : During the period of construction the contractor shall maintain proportionate progress on the basis of a programmed chart submitted by the contractor immediately before commencement of work and agreed to by the employer/Architect. Contractor should also include planning for procurement for scarce material well in advance and reflect the same in the programmed chart so that there is no delay in completion of the project.

13. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer/Architect within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

a)	For contracts having time for completion 6 months & Less.	1.00% of the estimated amount shown in the tender per week subject to a ceiling of 10% of the accepted contracted sum.
b)	For contracts having time for completion exceeding 6 months but not exceeding 24 months.	0.5% of the estimated amount shown in the tender per week subject to a ceiling of 7.5% of the accepted contracted sum but not exceeding the total S.D. of the contract.
c)	For contracts having time for completion in excess of 2 years (24 months).	0.25% of the estimated amount shown in the tender per week subject to a ceiling of 5% of the accepted contracted sum but not exceeding the total S.D. of the contract.

14. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS & 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 communication and clear away on completion of the work and make good all work disturbed.

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

The contractor shall provide at site at his own cost all artificial light required for the work and to enable other contractors and subcontractors to complete the work within the specified time.

The Contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendants, lights etc. required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water tanks etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the employer against any breach 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 the 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 all days including Sundays and other holidays.

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

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

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 subcontractors and remove same on completion.

Tools

All instruments like steel tape etc. which is found necessary for the works shall be provided by the contractor for due performance of the contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be require for safety taking measurements and shall be supplied by the contractor.

The Mistree's and the supervisors on the works shall carry with them always a one meter or two meter steel tapes, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that work is being done according to the drawings and specifications. The site engineer will use any or all measuring instruments or tools belonging to the contractor as he chooses for checking the works 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 scaffolding, tools and plants etc. by subcontractors for their work.

15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The Contractor shall confirm to the provisions or any acts of the legislature relating to the work, and to the regulations and By-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have constructed and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Employer/Architects written notice,

specify the variations proposed to be made and the reasons for making them and apply for instructions thereon. The Employer on receipt of such intimation shall give a decision with a reasonable time.

The Contractors shall arrange to give all notices required for by the said acts, regulations or By-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer

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

16. CLEARING SITE AND SETTING OUT WORKS

The contractor shall set out the works 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 parts of the works the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the employer. 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.

17. ACCESS

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

18. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

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

If required by the Employer/Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer at his own cost to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of mould, (in case of concrete cube), transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

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 charge for import duties, sales taxes, octroi and other charges and must be the best of their kind available and 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/Architect when so directed by the Engineer/Architects and written approval from Employer/Architect must be obtained prior to placement of order. The approved samples shall be kept with the Employer till the completion of work.

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 subcontractor and any damage caused must be made good by the contractor at his own expenses.

19. REMOVAL OF IMPROPER WORK

The Employer 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/Architect are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the employer 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 Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

20. SITE ENGINEER / PROJECT MANAGEMENT CONSULTANT

The term, "Site Engineer / PMC" shall mean the person / agencies appointed & paid by the Employer to superintend the work. The contractor shall afford the Site Engineer /PMC every facility and assistance for examining the works and materials 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 contractor or to sanction any day work, additions, alterations, deviations, or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the 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 is obtained. The work will from time to time be examined by the Architects, Engineer from the premises department of the Employer and the Site Engineer if any. But such examination shall not in any way exonerate the contractor from the obligation to remedy defects which maybe 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 Architects/Employer or his representative.

21. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) through out the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connections with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local laborers on the work as far as possible.

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

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

The contractor shall comply with the provisions of all labour legislation's including the requirements of:

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contractor Labor (Regulation & Abolition) Act, 1970 and Central Rules 1974.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

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

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

The contractor shall arrange to provide first aid treatment to the laborers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the employer and also to the competent authority where such report is required by law.

22. DISMISSAL OF WORKMEN

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

23. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner without written consent of the 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.

24. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the worker or workmen or persons, or things and for all damages to the project works, materials, equipments, structural and/or decorative part of property which may arise from the operations or neglect of himself or of any subcontractor or any of his or a subcontractor'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, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The contractor shall re-instate, rectify and remedy all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall affect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected for the very initial stage. The contractor shall also be responsible for anything which may be excluded from the damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The employer shall be at liberty and hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums including the total security deposit due or to become due to the contractor.

25. INSURANCE

Unless otherwise instructed the contractor shall insure the works for all risk (include fire, flood, earthquake & third party) of the contractor for total tender value and keep them insured until the virtual completion of the contract against any loss or damage of the material and of the project. The insurance must be placed with a company approved by the Employer in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer. Further the premium of such sum being allowed, to the contractor, as an "authorized extra".

The contractor shall deposit the policy and receipt premium paid with the Employer within 21 (twenty one) days from the date of issue of work order 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 reinstate by Insurance Company should they elect to do so, proceed with due diligence with the completion of the works 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.

26. ACCOUNTS RECEIPT & VOUCHERS

The contractor shall, upon the request of the employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than 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.

27.

Before taking any measurement of any work the site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

28. PAYMENTS

All Bills shall be prepared by the contractor in the form prescribed by the Employer/ Architects. If applicable, one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done & must show deductions from all previous payments, retention money, etc.

The Employer / Architect shall issue a certificate after the due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer & the contractor shall be entitled to payment thereof, within the period of honoring the certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the contractor for the smooth progress of work.

The amount state in the interim certificate shall be the total value of work properly executed & 75% of the invoice value of material brought to site for permanent incorporation into the work up to the date of the bills less the amount to be retained by the employer as retention money vide clause 10 of these conditions & less installments previously paid under these conditions, provided that such certificates shall only include the value of said material & goods as & from such time as they are reasonably, properly & not prematurely brought to or placed adjacent to the work & then only if adequately protected against the weather or other casualties.

The Employer will deduct retention money as described in clause 10 of these conditions. The refund of retention money will be made as specified in the said clause.

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 interim payments shall be regarded as payments by way of advance against the final payment only & not as payments for the work actually done & completed, & shall not preclude the requiring of bad, unsound & imperfect or unskilled work to be removed & taken away & 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 any way the power of the Employer under these conditions or any of them as to the final settlement & adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the site Engineer & payment shall be made within three months.

29. FINAL PAYMENTS

The final bill shall be accompanied by a certificate of completion from the Employer/ Architect. Payments of final bill shall be made after deduction of Retention Money as specified in clause 10 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's / Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer / Architects. The acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

30. VARIATION/DEVIATIONS

The price of all such additional items/ non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or an engineering rate analysis based on prevalent fair price of labor, material & other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up to variations of 25%. For variations beyond 25%, the rates for the respective items may be reviewed on mutually agreed terms.

31. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Architect/Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer/Architect has to be obtained in writing.

32. 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 the contractor shall inform the employer that he has completed the work and it is ready for inspection.

On completion, the contractor shall clean all windows and doors including the cleaning and oiling, if necessary, of all hardware, inside and 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 Bank.

33. CLEARING SITE ON COMPLETION

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

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkages or other faults which may appear within 6 months after completion of the work. 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, losses 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. 10 together with any expenses the Employer may have incurred in connection therewith.

34. CONCEALED WORK

The contractor shall give due notice to the Employer / Architects 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 option of the Employer/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architect shall be accepted as correct and binding on the contractor.

35. ESCALATION

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

The price variation clause being adopted by the RBI may be followed, if such a situation arises on a case to case basis.

Further in case of variation in the wages of labor due to statutory enactments like the revision of the Minimum Wages Act by more than 10%, the increase in actual cost due to implementation of the statutory provision based on the number & category of labor actually borne on the Muster during the period under consideration may also be considered, if provided in the tender.

36. IDLE LABOUR

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

37. SUSPENSIONS

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works 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 works as therein prescribed, the Employer may proceed as provided in clauses 38 (Termination of contract by Employer).

38. 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 numbers or amount of his creditors or shall enter into a Deed or arrangement with his creditors or if the official assignee in insolvency of the receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's appointed by 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 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 there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercised 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 bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting 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 works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor 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 works or by employing any other contractors or other persons or person to complete the works and the contractor shall not in any way interrupt or do any act, matter of 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 works when the works 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 fourteen 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 released. Any expenses or losses incurred by the employer in getting the works 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.

39. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination for closure or Breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to the final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the Organization for which the work is executed.

The Contractor shall on receipt 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 employer within thirty days of receipt of the names. The employer 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 component authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall however continue during the Arbitration proceedings and no payments due or payable to the contractor shall be withheld on account of such proceedings.

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

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

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

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

The award to the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being enforce, shall apply to the Arbitration proceeding under this clause.

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

SECTION III**SPECIAL CONDITION OF CONTRACT****1. MATERIALS PROVIDED BY EMPLOYER**

i) The Employer may reserve to themselves the right to provide certain materials as mentioned for the work at the time of awarding contract or during the progress of the work and these shall be jointly inspected by the Engineer/ Architect and the contractor before issue of materials. Suitability and sufficiency of the material shall be checked by the contractor.

ii) After the materials are received, the contractor shall not decline to accept responsibility for the proper quality, safety and sufficiency of the resulting work or structure by alleging defects of materials received from the Employer.

iii) The value of materials provided by the Employer shall be calculated at the prevalent market rates/invoice rates including all taxes, except for specific taxes, if any, stipulated in the tender documents, duties transportation, labor and other incidentals by the Engineer and the amounts shall be deducted in full from the interim Bill of the contractor as and where applicable.

iv) For all materials, issued free of cost to the contractor, the rates for such complete, items shall be suitably modified/varied by the Engineer, unless otherwise provided for in the contract.

v) Wastage of extra quantity of materials used by the contractor over and above the allowed quantity as determined by the Engineer shall be taken as unnecessary and unauthorized and such use/wastage shall be at the cost of the contractor.

The Employer will not be bound to take back such materials found surplus with the contractor either before or after the completion of work or on an earlier termination of the contract, unless otherwise provided for in the contract.

vi) On loss or damage of any such materials, it shall be replaced by the contractor with the same quality/brand with the approval of Engineer or the value of such material would be recovered from interim bill of the contractor at the prevalent market rate, as would be appropriate in the opinion of the Engineer.

1.2(i) The contractor will be required to pay all taxes levied by the Central and/or State Governments on such part of his profit in respect of the contract as is chargeable therewith under the laws for the time being in force.

1.2(ii) The contractor's staff will be liable to pay all taxes levied by the Central and/or Union Governments on such of their salaries as are chargeable there with under the laws for the time being in force and the contractor shall conform such duties in regard to the deduction thereof as may be lawfully imposed on him.

1.2(iii) Contractor shall have to produce the certificate from the manufacturer or their authorized dealers for all procured products confirming use of specific materials at site.

2. ELECTRICITY AND WATER

i) The Contractor shall arrange Electricity and water at his own cost or otherwise Contractor has to pay to the Bank for the consumption of this facility.

3. **MATERIALS:** Regarding all factory made products for which I.S.I. marked products are available, only products bearing I.S.I. marks shall be used in the work unless otherwise mentioned in the list of approved make of material in the tender.

4. **CARE FOR EXISTING PROPERTY:** The Contractor shall make all necessary arrangements as required by the Employer to ensure that all existing property of the Owner are not damaged or disrupted by the Contractor in any way. If in spite of his best efforts there is some disruption, or loss occurs, the Contractor shall reinstate and make it good as early as possible without any additional cost to the Owner.

5. **DRAWINGS:** Some of the detailed drawings may not be ready at the time of placing the order. The Contractor will have to proceed with the work till such time such drawings are released. The Contractor shall have absolutely no claim on the Owner on this account. Efforts will be made however, to release drawings progressively to have un-interrupted progress. Contractor will prepare/Shop drawings wherever required by Bank/Architects.

SECTION IV**MEASUREMENT****1. MEASUREMENT**

- 1.1 The number of pages for measurements alone shall be 100 per book. If convenient, the measurement book may be provided with perforated sheets, in triplicate, for dispatch to concerned authorities. The pages shall be serially machine numbered. The book shall be in the custody of the Site Engineer.
- 1.2 In addition to pages for measurements, pages shall be provided for index. Instructions, Certificate of Condition (wholeness) of the Book and Record of handling and taking over.
- 1.3 Each book shall bear an identifying number.

2. RECORDING OF MEASUREMENTS

- 2.1 The measurements shall be generally recorded by the Site Engineer or by the Consultant of the bank, specifically authorized for the purpose.
- 2.2 The Site Engineer (or his representative) shall take joint measurements (i.e. accompanied by the contractor's authorized representative) of the work as it progresses and record them directly in the Measurement Books.
- 2.3 It shall be ensured that the method of measurement is in accordance with the contract. The precision in measurements shall be as laid down in IS 1200. Any points of disagreement with the contractor pertaining to measurements shall be promptly referred to the decision of the competent authority.
- 2.4 Extra/deviated items, as claimed by the contractor, shall not be recorded in Measurement Book until they are approved by the competent authority.
- 2.5 In case some allegedly extra/deviated item is carried out by the contractor while complying with approved drawings and specifications, and the same is to be covered up, the Site Engineer shall check the item and its specification and record its measurements but simultaneously enter up the provision that their admittance is subject to the approval by the competent authority. Both the measurements and the proviso shall be got signed by the contractor.
- 2.6 The measurement Book shall not be handed over to the contractor at any time. The contractor or his representative may be permitted by the Site Engineer to see it in his presence and/or make a (concurrent) copy of his own. The contractor shall, however, be warned that his copy shall be regarded as an unofficial copy of the bank's Measurement Book. This is the only authorized document in the matter.
- 2.7 The measurement shall be signed at the end of each session on measurement of the day's work, as the case may be, by both the parties (i.e. Measurer/Site Engineer and the contractor).

3. CONCEALED WORK

- 3.1 The contractor shall give due notice to the Employer whenever any work is to be covered up 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 where of the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the employer shall be accepted as correct and binding on the contractor.
4. The following instructions shall be borne in mind while taking measurements.
- 4.1 The work shall be measured in the same sequence as constructed.
5. Checking of Measurements: Checking of the measurements shall be as under.
- 5.1 It shall not be perfunctory and should result in revealing errors, accidental or deliberate, by the staff. It should also serve as a process of instruction to junior staff:
- 5.2 Measurements recorded shall be checked not less than 25% by Bank's representative from the Regional Office and 100% measurement by the Architect/ Consultant.

SECTION V
SAFETY CODE

SCAFFOLDS

1. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done "safely from ladders" when a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand hold of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 4m, above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m, above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m, above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m.

Where ever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
5. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9M, in length while the width between side rails in rung ladder shall in no case, be less then 290 mm, for ladder up to and including 3M, in length for longer ladders this width shall be increased at least 20 mm for each additional meter of length.
6. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

OTHER SAFETY MEASURES

7. All personnel of the Contractor working with in the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
8. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
9. The contractor shall take all the measures on the site of the work to protect the public from accidents & shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing o neglect of the above precaution & to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

PERSONAL SAFETY EQUIPMENTS

10. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for used of the person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - b) Those engaged in white washing and mixing or stacking or cement begs or any materials which are injurious to the eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye sights lids.
 - d) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - e) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precaution should be taken:
 - i) No paint containing led or led products shall be used except in the form of paste or ready made paint.
 - ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii) Overall shall be supplied by the Contractor to the workman and adequate facilities shall be provided, to unable the working painters during the execution of work.
11. The safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

S E C T I O N V I

**MODEL RULES FOR THE PROTECTION OF HEALTH
AND SANITARY ARRANGEMENTS FOR WORKERS**

DEFINITION

- 1.a) 'Work Place' means a place at which, at an average 50 workers are employed in connection with construction work.

FIRST AID

- 2.(a) At every work place, they shall be maintained in readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.

DRINKING WATER

- 3.a) In every work place, there shall be provided and maintained at suitable places easily accessible to labor sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply of storage shall be at a distance of not less than 15 m, from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

SECTION - VII**PREAMBLE TO BILL OF QUANTITIES****RATES TO INCLUDE:**

Rates quoted shall be for the items completed in all respect at all floors/heights/levels including all taxes except as stated in document, octroi and the cost of all materials, fittings, fixtures, all labor and for all the operations as detailed in the specifications and contract conditions. Apart from other factors mentioned in the specifications and contract conditions, rates quoted for the items in this schedule shall also include the following:

1. GENERAL:

- a. Whether mentioned or not in the Bill of Quantities, all works are to be carried out as per the drawings, designs, catalogues and or instructions of the Architects/Bank.
- b. Sample of all works/items shall be got approved from the Architects/Bank before taking the mass production in hand and nothing shall be paid for the cost of samples.
- c. Any incidental work required to complete the item and not specifically covered in the item as mentioned in Bill of Quantities shall be completed at no extra cost.
- d. Unless otherwise specified all exposed surfaces of wood/wooden moldings and plywood of loose furniture/items tops shall be finished in at least two coats of melamine polish, including staining to match the shades of laminates etc.
- e. All laminates for furniture items shall be 1.0 mm thick for vertical & 1.5 mm for hoz. Spaces, in Satin finish, color texture and shade as per the schemes given by the Bank/Architect.
- f. Unless otherwise specified, all inner surfaces, sides and under sides of furniture items, drawers/cabinets shall be polished/Painted flat oil painted as directed by Architects.
- g. All exposed edges of plywood/block boards shall be finished with teak wood lip pings 5 mm thick of profile as per detail and Melamine polished unless otherwise specified and no extra cost shall be paid.
- h. All furniture items shall be delivered at site packed in polythene sheets.

2. WOOD WORKS:

- a. Wherever ply is mentioned it will mean ply wood.
- b. All Board/Ply will be of BWP Commercial Type.
- c. All teak wood will mean CP. teak.

3. HARDWARE:

- 3.1 Necessary handles, tower bolts, ball catchers, stoppers, hinges, brass/GI screws, nails, locks, sliding rails, nut and bolts etc. shall be provided by the Contractor which shall be out of the approved make of these materials annexed in the technical specifications/approved by Architects/Bank.

4. PAINTING AND POLISHING:

- 4.1 All finishes, shade of colors, texture of fabrics including all surfaces of finishes like POP, painting, lamination, paneling, stitching joints in upholstery, all polishing shall be as per the satisfaction of the Architects/Bank.
- 4.2 Thoroughly brushing the surface to be finished, free from mortar dropping and other foreign matter including preparing the surface and sand preparing to give an even surface.
- 4.3 For painting and polishing items – on all kinds of wood and wood based surfaces.
- 4.4 All painting work to be completed with at least one coat of the primer along with two coats of the paint as per the Technical Specification, Manufacturer's specification and to the satisfaction of the Architects/Bank.
- 4.5 All the polishing works to be completed with at least two coats of the polish of the **approved make** as per the list of approved manufacturers and to the full satisfaction of the Architects/Bank. No other makes will be used by Contractor.
- 4.6 No mixing will be allowed with stainer to achieve a particular color. Contractor will procure direct color paint of approved shade and apply directly.
- 4.7 Contractor's job will also include removing of all the malba and debris arising in the process of painting including washing of floor etc. remove stains of paint, at no extra cost.
- 4.8 **No extra measurement factor will be applied for measurement of paint done on sand faced and rough cast plaster. contractor will be paid on the basis of plain elevation area. Contractor must visit the site and see the actual surface of the walls before quoting.**
- 4.9 Contractor will arrange proper ladders, scaffolding and Jhoolas at his own cost and will take all safety measures like safety belts, extra labor to hold ladders/ jhoolas etc. the quotation of rates should be made accordingly.
- 4.10 Detailed technical specification for painting work with respect to materials and workmanship and mode of measurements will be as per IS codes and CPWD specification, unless mentioned otherwise.

5. GLASS WORKS:

- 5.1 The edges of glass tops for tables wherever shown shall be beveled as per approval of the Architects.

6. PARTITIONS AND PANELLING

- a. Quoted rate shall include labor/materials required to fix the sub-frame to the wall with MS flats ('L'/'U') shape clamp with adequate screws and repairing the portion damaged while putting the gut ties. etc. and making good the same.
- b. Quoted rate shall be inclusive of making provisions for electrical conduits and switch boxes and time required while coordinating with other Contractors for the final finishing of the work.
- c. **The partition frame work shall be provided up to the RCC slabs at top but measurement for payment shall be of partition up to false ceiling and frame /support of partition above false ceiling shall be carried out within the quoted rate for which no extra shall be paid.**
- d. All work/materials will be as per good engineering practice.

- e. Wherever glass is mentioned it will be clear float glass.

SECTION - VIII

SPECIFICATIONS

1. GENERAL:

- 1.1 This section of the specifications covers all general civil work is any, for which no separate detailed specifications have been included.
- 1.2 All these works shall be done in accordance with the drawings and instructions for the Engineer-in-charge. Unless otherwise so specifically mentioned, the IS codes and latest CPWD Specifications (New Delhi) for the particular item of work shall be followed. In case of any dispute regarding the intent of the specifications, the Architect/Engineer's decision shall be final.

All work shall be done as per approved drawings, specifications, site instructions and with specified materials/makes as approved. In case the Contractor desires to substitute an approved/specified material/make with an alternative one he must get specific approval of the same before its use in the work. Failure to do so will make the work liable to rejection irrespective of the fact that it might not have been detected and rejected earlier.

- 1.3 All finished work must be truly vertical and horizontal or in any other plane as shown and required and true to lines and levels. The Tenderers must inspect the various existing surfaces and areas on which he has work on and take whatever measures necessary to achieve the above objective and include the cost of the same in his rates as no extra will be payable for this purpose.
- 1.4 Samples of all items of work shall be prepared & got approved before proceeding with the work. For partitions complete layout shall be marked on the floor at the site for inspection & checking; only after approval installation shall commence.
- 1.5 Teak wood used anywhere in the work shall be 1st quality Teak wood. If anything to the contrary is mentioned elsewhere in these documents or drawings the above shall prevail & Tenderer shall be deemed to have quoted their rates accordingly.
- 2. WOOD WORK AND JOINERY:**
- 2.1 **PLY WOOD:** Ply wood shall be BWR as per IS-303-1975/1989 Specifications
- 2.2 **BLOCK BOARDS:** Block board shall be as per IS: 1659-1979 BWR grade.
- 2.3 **FLUSH DOORS:** 2202 Pt I (1991) Specification for wooden flush door shutter (cellular and hollow core type) ply wood face panels BWR grade.
- 2.3 **LAMINATE:** Laminates where specified shall be of approved brand type, texture and thickness and manufacturer as per IS: 2046-1969. Fixing of laminates shall be done as per best trade practices and strictly as per printed instructions of the manufacturers using phenol Formaldehyde Synthetic Resin adhesive of approved make. Unless otherwise indicated laminated shall be 1.0 & 1.5 mm thick of approved make.
- 2.4 **JOINERY:** All details shall conform to the drawings, but all measurements shall be checked at site. The scantlings shall be accurately planned and finished smooth to hold full dimensions shown in the drawings after finishing and rebates, rounding and moldings made before they are framed. No patching or plugging of any kind shall be prepared and got approved by the Engineer before proceeding with bulk manufacture.

3. IRONMONGERY:

- 3.1 This section shall cover all finish hardware, latches, locks and other fittings and fixtures etc., used in wood doors. All finish hardware shall be well made, reasonably smooth, and free sharp edges and corners flaws and other defects and shall be as per relevant Indian Standard Code. Unless otherwise required all finish hardware shall be polished brass.
- 3.2 All hardware shall be of approved make and shall be specifically got approved by the Engineer before ordering. No fittings and fixtures shall be fixed before all major work is over. While fixing correct handling of fixtures shall be ensured.

4. PAINTING WORK:

- 4.1 Wall painting needs to be carried out upto terrace level on all sides, using necessary scaffolding, spraying machines, roller, brush and Jhula wherever necessary. For all cement surfaces shall be carried out as detailed in the following manner:

Step-1: All surface cracks shall be filled up using ordinary crack filling powder for minor cracks, and suitable waterproofing compound for bigger cracks.

Step-2: The complete surface shall be sanded throughly and all dust, grease, and flakes removed (surface cleaning).

Step 3 : One coat of Silicon Based Primer shall be applied or as mentioned in the tender.

Step 4: TWO coats of High Performance Premier Exterior Acrylic Silicon Based Paint having dust /dirt-repellent, anti-fungal, damp-resistant, and high protection alkali and Ultra-violet degradation qualities or specified in the BOQ shall be applied after allowing sufficient time gap between application of the two coats of paint.

4.2 Suitable time shall be provided between each step as instructed by the Bank. In case it is found that the painting is insufficient in any area even after 2 coats of paint, further coats shall be applied to give a satisfactory finish. Painting process shall be carried out using Spraying machines as far as possible, and only in inaccessible areas, shall brushes be utilized.

4.3 For all metallic surfaces such as grills, gates, etc., the work shall be carried out as follows :

- Step-1: The surface to be painted shall be first treated so as to be free of grease and rust by suitable treatment such as sanding with Emery paper, etc.
- Step-2: In case of minor dents or surface imperfections, suitable paste-filler shall be used to rectify the surface so as to give an unblemished look.
- Step-3: In case of nonferrous metal surfaces like aluminium, galvanised iron, etc., the surface shall be pre-treated with suitable Primer, while corrosion-resistant metal primer shall be applied for ferrous surfaces.
- Step-4: Finally two coats of High Gloss Enamel paint shall be applied over the surface.

4.4 Suitable time shall be provided between each step as instructed by the Bank.

4.5 In case it is found that the painting is insufficient in any area even after 2 coats of paint, further coats shall be applied to give a satisfactory finish.

4.6 All required materials including materials, equipment, machinery, scaffolding and all that is necessary for the completion of the work shall be provided by the Tenderer.

SPECIFICATION OF WORKMANSHIP : -

- 1) All the exposed surfaces (that come in first sight or in direct vision) such as top/ front/ sides of counter, table etc. shall be covered with 1.0mm (Green lam/ Archidlam / Sunmica/ Formica) / tapes/border/ wooden beads.
- 2) All the hidden exposed surfaces (that does not come in first sight or in direct vision) shall be finished with 0.8 mm thick laminate of Green lam/ Archidlam / Sunmica/ Formica and there shall be no putty, primer or any oil bonded synthetic enamel paint in these areas.
- 3) All the exposed edges and corners of plywood of 12mm & 18mm shall be protected by nailing wooden beads/border of required size.
- 4) All the wooden beading/batons shall be finished with high-class sprit polish in natural shade.
- 5) All the exposed edges and corners of furniture shall be comfortably and smoothly chamfered/ rounded off to avoid any sharp and pointed ends.
- 6) A good surface preparation shall be done prior to applying primer/putty/paint/polish either on walls, ceiling or on furniture.
- 7) All the finishing shall be done with due care & perfection so that final quality/look/appearance/glare/shine achieved is of the required standard and satisfaction.
- 8) All the operative units/members of items, fixed hardware/ fittings/ fixture etc. such as locks, levers, hinges, door closures, latches etc. shall be adequately smooth and well in operation/performance at the time of handing over work/site to the Bank.

ANNEXURE ON GST

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following :-

- a. CENTRAL BANK OF INDIA BIHAR: GSTIN: 10AAACC2498P3ZG
JHARKHAND : 20AAACC2498P2ZG
- b. HSN Code or Service Accounting Code for supply of goods or services.
- c. Name & address of supplier
- d. GSTIN of Supplier
- e. Consecutive Serial Number & date of issue
- f. Description of goods or services
- g. Total value of supply
- h. Taxable value of supply
- i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- j. Amount of Tax charged
- k. Place of supply
- l. Address of delivery if different from place of supply
- m. Signature of authorized signatory

6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-

- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- ii. Discharging the GST tax liability to the Government.
- iii. Submission of Tax Invoice to BANK.
- iv. Submission of proof of payment of GST to BANK.
- v. Availment of Input Tax Credit by BANK.

Input Tax Credit

7. In case GST credit is delayed/ denied to BANK, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BANK, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.

8. In case vendor delays declaring such invoice in his return and GST credit availed by BANK is denied or reversed subsequently as per GST law, GST amount paid by BANK towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BANK.

9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BANK will not be able to avail the tax credit and will notify the supplier of the same.

Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

13. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

14. GST payable under reverse charge (RCM) for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by the Bank.

15. The Prices quoted must be exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

LIST OF APPROVED MAKE OF ACCEPTABLE MATERIALS

(ENTIRE MATERIAL LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK/CONSULTANT BEFORE EXECUTING)

S. No.	Item	Specified Material
1	False Ceiling-	
	1)Gypsum Board	1). 12.5mm thick Gypsum Board of Gypsum India Ltd. with sections of 26 gauge GI sheet of “Gypsum India Ltd.” Company or equivalent.
	2)Armstrong Tiles	2). Armstrong 600x600x(12-15 mm thick) perforated tiles as per “Armstrong Pvt. Ltd.” company’s specifications or equivalent.
2	Aluminum Sections	16-18 Gauge anodized Aluminum tubular sections with 20 micron (black) of 50x50mm, 50x40mm for partition and 16-18 gauge anodized Aluminum sections of 40x115mm for bottom rail & top rails of doors, 40x150mm lock rail and 40x20mm plain for shutters of the sliding window.
		All aluminum section to be anodized in black shade and shall be of “Jindal/Nalco/ Hindalco ..
3	Aluminum Grill	Aluminum grill of 8- 10 mm dia. rod with 75x75mm mesh DG 202 of “Jindal/Nalco/Hindalco .
4	MDF/Particle Board	12 mm thick both side laminated “Greenlam /Archidlam /Century .with Ivory/ Beige shade BSL, Interior grade IS: 12823 or otherwise mentioned.
5	Laminates	(Green lam/ Archidlam / Sunmica/ Formica)
5	1.Plywood/ Block Board	1) Phenol bonded, water proof, plywood of all required thickness (6mm, 9mm, 12mm, 19mm and 25mm) of “Century, Duro, Archid . conforming to IS: 303, IS: 710 & IS:1659
6	Wood	Well-seasoned teak-wood
7	Moulding& Lipping	1 st Quality Teak Wood .
8	Wood Preservative	“ASIAN/ NEROLAC/ BERGER/ICI/ DULUX .
9	Adhesive	“FEVICOL(SH)/ PIDILITE .
10	Glass	Plain float glass “Modi / Saint Gobain . of all thickness
11	Lock/Night Latches	“GODREJ/ LINK/HARRISON .
12	Hydraulic Door closer	“DORMA, GODREJ .confirming to IS:3564:1986
13	Floor Spring (Double action 100 kg. -150 kg)	“GODREJ, DORMA . confirming to IS: 6315:1992 & IS:7197:1972
14	Drawer Channel/ Slider (Telescopic)	Sleek computer keyboard slide of required lenth mounting telescopic, steel ball slider STDS series keyboard of “EARL BIHARI, EBCO, HETTICH, GODREJ ..
15	Key Board Drawer/Tray	Ready to use, computer keyboard tray KBT series keyboard of “EARL BIHARI , EBCO, HETTICH, GODREJ ..
16	Hard ware	All the necessary hardware shall be of ISI marked with best quality/ and as per Bank’s approval.
17	Teak wood	Beading and Moulding to be of first quality teak wood.
18	Paint, Primer	1.Premium acrylic smooth exterior paint: “ASIAN APEX ULTIMA, DULUX WEATHERSHIELD MAX, BERGER WEATHERCOAT LONG LIFE
		2.Acrylic paint/ Luster Paint:- “ROYALE, ICI, ASIAN, DULUX,NEROLAC, BERGER .
		3.Oil bound distemper:- “ROYALE, ICI, ASIAN, DULUX,NEROLAC, BERGER .

		4. Synthetic Enamel Paint:- “ROYALE, ICI, ASIAN, DULUX,NEROLAC, BERGER .
		5. Texture Paint:- “WEATHER COAT, EXTERIOR, APEX, SNOCEM, ASIAN, BERGER .Exterior Crusade 0684
		6. Crack filler: X PASTE OF DR. FIXIT, FOSROC RENDEROC CS or equivalent or as per manufacture's specification
19	Putty	1.Wall Putty: “ASIAN, BERGER, DULUX, BIRLA, JK .
20	Flooring	1. Vitrified tiles:- 600x600x (8-12 mm thick) Premium Range “NITCO/ MARBONITE/ JOHNSON/ KAJARIA .
	(Off white)	2. Ceramic Tiles:- “NITCO/ MARBONITE / JOHNSON/ KAJARIA .
		3. Vinyl Flooring:- 2mm thick “Royale, LG, ASIAN KRISHNA, ARMSTRONG .
21	Roller /Venetian Blinds (Off white, Abstract Biege B/O-0002	“VISTA, MAC, AUROLUX ..
22	Chairs with fabric Red and Blue as per Bank’s standardization	“GODREJ, METHODEX, FEATHERLITE, DURIAN, WIPRO, AMARDEEP .(High, Mid, Low back and visitors chairs)
23	Visitors Seating	Chrome plated Perforated seats OF ABOVE BRANDS
		3seater and 2seater
24	Rubber/ Polyurethane /Tapestry/Leather Foam	Foam of all thickness of 40-50 density HD U- Foam of “Dunlop, MM, TATA ..
25	Wash Basin	Vitreous China, conforming to IS: 2556 “Hindware /Cera /Johnson /Parryware ..
26	WC (EWC/Oriッサ Pan)	Vitreous china, conforming to IS:2556 “HINDWARE/CERA/JOHNSON/PARRYWARE ..
27	GI Pipes	“C”- Class GI pipes, for all the diameters, “JINDAL, BINDAL, TATA .
28	Tap & Flush cock	CP Finish bib cock and pillar cock, flush cock. “PLUMBER, JENITH, JAL, JAGUAR, MAC,BELL .
29	Sink	Stainless steel sink. “NIRALI .
30	Cement	Best quality, 53 Grade (OPC)- “ACC, AMBUJA, BINANI, BIRLA. confirming to IS:1489-1976
31	Steel	Hot rolled deformed bars confirming to IS:1139-1966 (Fe-415 HYSD) “TATA, Jindal, Rathi SAIL, RINL”
32	Aggregates	Aggregates shall comply with the requirements of IS:383-1970
33	Brick Works	All brick work shall confirm to IS:2212-1962
34	Reinforcement Bending and Fixing Works	Bending and fixing of bars for concrete works shall be as per IS:2502-2009
35	RCC/PCC Works	All RCC/PCC works shall confirm to IS:456-2000
36	Aluminum Composite Panel	“Alstone / Alucobond /Eurobond .
37	Modular Work Stations	“Godrej, Methodex, Wipro, Shapoorji Paloongi, Featherlite .

ELECTRICAL

S. No.	Items	Make	Code
1	MCCBs, MCBs, ELCBS, RCCBs, DB, ICTPN, TP, HRC fuse, Change over switch, Switch Fuse Unit	L&T, Legrand, Siemens	IS: 8828 for MCB IS:13947 for MCCB IS:12640 for RCCB IS:13703 for HRC fuse IS:13947 for SFU
2	FRLS insulated Elect. Wires Sheathed/ unsheathed, Flexible LT cable, Multi core/single core Cable, Flat cable for submersible pumps	Finolex, Polycab, RR	IS: 694 for PVC cable 1.1 KV GRADE-FRLS
3	Rotary Switches. Selector Switches	L&T, GE, ABB, Siemens	Relevant IS
4	Exhaust fan ,Pedestal fans, Ceiling fan	Crompton, Orient, Usha	IS: 374 for ceiling fan IS: 2312 for Exhaust fan
5	Electronic Energy Meter	L&T, HPL, ABB	IS:13779/1999
6	Central Air Conditioning Plants , Package type plant ,Window/Split AC, Cassette type AC	Voltas, Daikin, Hitachi, Carrier	*Only 3 star and above rating in Window/Split/Cassette AC
7	Electrical accessories Modular -switch, Plugs sockets, ceiling rose, Angle holder, holders	Crabtree, MK, Legrand	IS: 3854 for switches IS: 1293 for plugs& sockets IS: 371 for ceiling rose IS: 1258 for lamp holder Bakelite
8	Bell Buzzer	Anchor, Cona,	IS:2268
9	Electronic fan regulator	Crabtree, MK,	IS:11037
10	PVC Conduit pipe & Casing - capping for electrical wiring	AKG, Setia, BEC (ISI) 2 mm thick	IS:9537/93
11	Current Transformer	Siemens, L&T, Schneider	IS: 2705
12	Relays	Siemens, L&T, ,ABB, BHEL, GE	IS: 3231/65
13	Data Cable	D Link	(With 15 years certification)
14	Light Fittings	LED – Philips	
15	Telephone Cable	Delton, Finolex, National	(Conductor dia – 0.61 sqmm)
16	Industrial Socket with box	MDS Legrand – 32 amp / Hager L&T	
17	Changeover Switches	Havells – On Load (Euro Load)	
18	Panel Board	16 swg CRCA sheet steel	Fabricated and vermin proof and dust proof with necessary stiffeners with indicators of Telemechenique / L&T and Input/Output Volt & Ampere Meter

**Seal & Signature
of Firm,**

- No Deviation permissible. Wherever Contractor proposes to use “equivalent” makes (i.e. Other than specified) the same shall be done only after prior approval from the Bank’s Engineer/ Architect.

FURNITURE LAYOUT

