



BANK OF MAHARASHTRA
LOKMANGAL, 1501,
SHIVAJINAGAR, PUNE-411 005.

**TENDER DOCUMENT FOR PROPOSED WORK FOR REFURBISHMENT OF
COMPOUND WALL FOR LOKMANGAL BUILDING, SHIVAJINAGAR, PUNE.**

(AX1/CSD/09/2022-23)

TENDER ISSUED TO: -

NAME OF THE CONTRACTOR: -

ADDRESS: -

DATE OF ISSUE OF TENDER: -

FROM 27th APRIL 2022

DATE OF PRE BID MEETING:-

ON 04TH MAY 2022 AT 11:00 AM

DATE OF SUBMISSION OF TENDER: -

ON OR BEFORE 11TH MAY 2022 UPTO 03:30
P.M.

DATE OF OPENING OF TENDER (TECHNICAL BID): - ON 11TH MAY 2022 AT 4:00 P.M.

TECHNCIAL BID

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SECTION – I

NOTICE INVITING TENDER

Date:27.04.2022

Dear Sir,

Subject: Tender for Proposed Work for Refurbishment Of Compound Wall For Lokmangal Building, Pune

BANK OF MAHARSHTRA invite Sealed tenders in two parts, (I-Technical Bid and II- Price Bid) for captioned subject from empaneled contractor of PSB Bank's/PSU's/ Govt. bodies /reputed Institute, as per schedule of work and General Terms & Conditions:

- | | |
|---|---|
| (i) Description of Works: | Proposed Work for Refurbishment Of Compound Wall For Lokmangal Building, Pune |
| (ii) Cost of the Tender Documents | Tender copies shall be downloaded from the Bank's website www.bankofmaharashtra.in No hard copy will be issued in any case. Cost of tender Form: Rs. 1000/- [Rs. One Thousand only (non-refundable)] to be paid in the form of Demand Draft /PO favoring 'Bank of Maharashtra" payable at Pune. |
| (iii) Date & Place of Address for Submission of the filled-in Tenders | On or Before 11 th May 2022 Upto 3:30 P.M at the Office of the Assistant General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune. |
| (iv) Date & Place of Pre bid meeting | On or Before 04 th May 2022 Upto 11:00 A.M at the Office of the Assistant General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune. |
| (v) Date & Place of Address for Opening of the Tenders | On 11 th May 2022 At 4:00 P.M at the Office of the Assistant General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune. |

(vi) Earnest money Deposit:

Rs. 45,000/- (Rupees Forty Five Thousand Only)
by means of a Demand Draft / Pay Order / Bankers
Cheque (Valid for 90 Days from the last date of
submission of tender) from any scheduled
Nationalized Bank drawn in favour of Bank of
Maharashtra, Payable at Pune.

It may be noted that the Price Bids will also be opened on 11th May 2022 at 4.00 P.M of those bidders who have submitted unconditional tenders and those pre-qualify the criteria as stipulated in the tender. Otherwise in case of any of the condition put-forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular tenderer shall be disqualified and price bids of remaining tenderers shall be opened on the same day. The sealed price bid will be return back to those bidders who are technically disqualified.

The sealed tender in the prescribed tender form in two separate envelope as follows should be addressed to The Assistant General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune-411005, Maharashtra and subscribed "Tender for Proposed Work for Refurbishment Of Compound Wall For Lokmangal Building, Pune".

Envelope No.1 To contain Covering Letter / Clarification, Technical & Commercial aspect and Earnest Money Deposit and Set of Drawings and all related documents as mentioned.

Envelope No.2 To contain only the Priced tender complete in all aspects (No conditions shall be mentioned in Envelope No.2 which will not be taken into consideration for evaluation of the tender) and submitted as above not later than 3.30 p.m. on 11th May 2022.

Notes: (i) Envelope Nos. 1 & 2 will be opened on the different dates. Separate intimation of date for opening of price bid will be made to only pre-qualified bidders. The sealed price bids of disqualified bidders will be returned by post or can be collected by-hand.

The Tenderer will have to quote for all the sections included in the tender documents. The Bank of Maharashtra reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bind themselves to accept the lowest or any tender.

The Bank of Maharashtra also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reason thereof. Tenders, which do not fulfill all or any of the above condition and conditions mentioned in the tender documents or are incomplete in any respect, are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents for any doubts as to their meaning should be reported in writing to the office of the Bank of Maharashtra, 1st floor, Corporate Service Dept, Lokmanagal, Shivajinagar, Pune.

And if any such aforesaid discrepancies, omissions, ambiguities in the tender documents is accepted than necessary corrigendum will be issue accordingly.

Tenderers are requested to visit the site and make themselves familiar with the work before submitting the tenders.

All other terms & conditions are detailed in the tender documents.

Thanking you,

Yours faithfully,

Sd/-

(Assistant General Manager)
Corporate Service Dept.

LETTER OF SUBMISSION FROM CONTRACTORS

To,
The Assistant General Manager,
Corporate Services Department,
Bank of Maharashtra,
Head Office, Lokmangal, 1501,
Shivaji Nagar, Pune-411 005.

Dear Sir,

I/ We, having examined the drawings, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum / tender / BOQ and having acquired the requisite information relating thereto as affecting or related to the tender, I/we hereby offer to execute the works specified in the said memorandum / tender / BOQ within the time specified and at the rates mentioned in the attached bill of quantities and in accordance in all respects complying to the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the articles of Agreement, Condition of Contract, Bill of Quantities and with such materials as are provided for, by, or prescribed and in all other respects in accordance with such conditions so far they may be applicable.

- | | |
|---|---|
| (i) Description of Works: | Proposed Work for Refurbishment Of Compound Wall For Lokmangal Building, Pune |
| (ii) Cost of the Tender Documents | Tender copies shall be downloaded from the Bank's website www.bankofmaharashtra.in No hard copy will be issued in any case. Cost of tender Form: Rs. 1000/- [Rs. One Thousand only (non-refundable)] to be paid in the form of Demand Draft /PO favoring "Bank of Maharashtra" payable at Pune. |
| (iii) Date & Place of Address for Submission of the filled-in Tenders | On or Before 11 th May 2022 Upto 3:30 P.M at the Office of the Assistant General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune. |
| (iv) Date & Place of Pre bid meeting | On or Before 04 th May 2022 Upto 11:00 A.M at the Office of the Assistant General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune. |

(v) Date & Place of Address for
Opening of the Tenders

On 11th May 2022 At 4:00 P.M at the Office of the Assistant General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune.

(vi) Earnest money Deposit:

Rs. 45,000/- (Rupees Forty Five Thousand Only)
by means of a Demand Draft / Pay Order / Bankers Cheque (Valid for 90 Days from the last date of submission of tender) from any scheduled Nationalized Bank drawn in favour of Bank of Maharashtra, Payable at Pune.

It may be noted that, Separate intimation of date for opening of price bid will be made to only pre-qualified bidders. The sealed price bids of disqualified bidders will be returned by post or can be collected by-hand. In case of any of the condition put-forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular tenderer shall be disqualified and price bids of remaining tenderers shall be opened on the same day.

((vii) Performance Security Deposit :

For the successful bidder, who is awarded the project, 5% of the contract value is in the form of initial security deposit which includes the EMD amount paid along with the tender. Initial Security Deposit is payable within 14 days from the date of award of the work in the form of Letter of Intent / Detailed Word Order / Tender acceptance Letter, whichever is earlier. This security deposit amount will be adjusted in the Final Bill amount.

(viii) Quantum of Retention Amount:

Deductible in running bills: The 10% of the gross value of the work done will be deducted as Retention Money from each Running Account Bill aggregating to 5% of the actual project cost including retention money recovered in each RA bill.

(ix) Refund of security deposit:

Retention money of 5% of the cost of work (Final Bill amount excluding taxes) will be deducted and kept with the bank till defect liability period (12 months) is over. Retention money can be refunded within 14 days after the end of defect liability period provided contractor has attended to all defects. During the

defect liability period the contractor has to repair all the defects at his own cost. If contractor does not rectify the defects within the said period, then bank shall rectify the same from other agencies at risk and cost of the aforesaid contractor. Necessary amount shall be deducted from the retention amount and balance, if any, may be released to the contractor/agency.

- (x) Time allowed for completion: **60 Days** from the date of commencement of work or date of the Letter of Intent / Detailed Word Order / Tender acceptance Letter, whichever is earlier.
- (xi) Date of Commencement: Within 7th day from the date of issue of Letter of Intent / Detailed Word Order / Tender acceptance Letter, whichever is earlier.
- (xii) Terms of payment of Bills, if any
Specify the minimum value of work for payment of running account bills: Interim bills or periodical running bills on satisfactory completion of minimum value of work of Rs. 15.00 Lakhs. No advance on materials / plant / machinery or mobilization advance shall be paid in any circumstances.
- (xiii) Liquidated damages (Delay Penalty) 0.5% (Zero Point Five) of the Contract Value per Week or part there of subject to maximum of 5% of the actual project cost.
2. We agree to execute all the works therein referred to you entire satisfaction and as detailed in the contract sum analysis herewith attached.
3. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **Bank of Maharashtra** the amount mentioned in the said contract.
4. I/We have submitted a Demand Draft for a sum of **Rs. _____/- (Rupees Only)** as Earnest money with the **Bank of Maharashtra**, payable at Pune which amount is not to bear any interest. Should I/we fail to execute the contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by to the **Bank of Maharashtra**.
5. If this tender is accepted we agree to provide a lperformance Security Deposit (for a sum equivalent to 5% (Five Percent) of the contract vale including EMD for the due performance of

the contract under the terms of the conditions of Contract within 14 days of acceptance of tender. The same shall be returned to the contractor (without interest) after issue of Virtual Completion Certificate by the Bank / Architect.

6. The validity of this tender is for a period of 180 days from the date of opening of the tender and it shall remain binding upon us and may be accepted by the **Bank** at any time before the expiration of that period without any additional cost.

7. The formal agreement when it is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us. The agreement has to be entered in non-judicial stamp paper of value as per as per latest Maharashtra Stamp Act and we agree to bear the entire cost of agreement charges.

8. We agree to pay Government VAT, GST, Sales-Tax (State & Central), Service Tax, Central Excise Duty, Octroi, Work Contract Tax and all taxes as prevailing from time to time, on such items for with the same are leviable and the rates quoted by us are inclusive of the same.

9. The lists showing the particulars of fit out works carried out and the names of manufactures of specialized items as enclosed, will be followed.

10. The dispute resolution procedure shall be as mentioned in Clause - 37 of Section V, General Conditions of Contract and as per Indian Arbitration & Reconciliation Act.

11. Indian law shall govern the terms and conditions under this contract.

12. NOTE: ALL PAGES OF THE TENDER DOCUMENTS SHALL BE SIGNED & STAMPED.

13. Our bankers are:

i)

ii)

Yours faithfully,

Signature of Tenderer
(By the authorized signatory of the
Lead firm with Board resolution
Reference and common seal of company)

WITNESS

i) Signature:
Occupation:
Address:

ii) Signature :

Occupation:

Address:

SECTION – II
ARTICLES OF AGREEMENT
(on non judicial stamp paper of value as per latest Maharashtra Stamp Act)
ARTICLES OF AGREEMENT (FORMAT)

This AGREEMENT is made at _____ on _____ day _____ and _____ month of 2022
BY and BETWEEN

BANK OF MAHARASHTRA a Bank constituted by the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Lokmangal 1501 Shivajinagar Pune 411005 hereinafter called the “Bank” (which expression shall include its successors and assigns) of the One Part.

AND

_____ CONTRACTOR, a registered firm/company having its office at _____, hereinafter referred to as "The Contractor" carrying on business as _____ in the firm name and style of M/s _____ (address- _____) (hereinafter called the Contractor (which expression shall include wherever the context so admits, its heirs, executors, administrators, successors and assigns) of the OTHER PART
(Hereinafter Bank and the consultants are hereinafter jointly referred to as “Parties” and individually as “Party”, as the context may require)

WHEREAS

Whereas the Bank is desirous of carrying out “PROPOSED WORK FOR REFURBISHMENT OF COMPOUND WALL FOR LOKMANGAL BUILDING, PUNE”. (Hereinafter referred as “the works”)

1. AND WHEREAS the said drawings – Layout inclusive of the Specifications and the Bill of Quantities with rates have been signed by or on behalf of the parties hereto.
2. AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Bill of Quantities and the Conditions of Contract and in the Technical Specifications (All of which are collectively hereinafter referred to as the “the procurement conditions”) the works shown upon the said drawings and/or described in the said specifications and included in the Bills of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sums as shall become payable hereunder (Rupees _____) (hereinafter referred to as “the said Contract Sum”) as mentioned and quoted in the tender by the Contractor.
3. NOW IT IS HEREBY AGREED AS FOLLOWS:
 - i. In Consideration of the said Contract, Sum to be paid at the times and in the manner set forth in said conditions, the Contractor shall upon the subject to the said conditions execute the work as per technical specifications and the priced Bills of Quantities.

- ii. The Bank shall pay the Contractor the said Contract Sum, or such other sum as shall become payable as per this agreement, at the times and in the manner specified in the said Conditions and all such payments shall be made at Head Office, Pune.
- iii. The term "The Architect in the said conditions shall mean in the event of their ceasing to be Architects for the purpose of this Contract for whatever reasons, such other person or persons as shall be expressly nominated for the purpose by the Bank.
- iv. Copy of the tender documents, inclusive of bill of quantities and technical specifications are annexed here as Annexure I and II respectively and the conditions of contract (collectively referred to in this clause as 'said documents') shall be read and construed as forming part of this agreement and the parties hereto shall respectfully abide by, submit themselves to the said documents and perform the Agreements on their part respectfully contained in the said documents.
- v. The plans, agreements and document mentioned herein shall form the basis of this Contract.
- vi. This Contract is neither a fixed lump sum contract nor a piece work contract but a Re-Measurable Item-rate contract to carry out the work in respect of the entire works to be paid for according to the at the rates contained or as provided in the said conditions.
- vii. The Contractor shall afford every reasonable facility for the carrying out of all the works in manner laid down in the said conditions and shall make good any damages done to walls, floors, ceilings etc. after the completion of the works.
- viii. The Bank reserves to itself the right of altering the drawings and the nature of the works by adding to or omitting any items of the works or having portions of the same carried out without prejudice to this contract. There shall be no limit on the scope and extent of changes that can be ordered by the BANK subject to the condition stipulated in succeeding paragraph and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the BANK. The Contractor will only be paid for the actual quantity of works executed payable at the accepted unit rates. The rate quoted shall remain valid for variation of quantity against individual item to any extent. Such variations shall not warrant any claims for modifications to already quoted and accepted rates.
- ix. Time is Essence of the Contract. The Works should be completed in all respect in accordance with the terms of contract within a period of 75 days from the commencement date.
- x. All payments by the BANK under this contract will be made only at Head Office, Pune, in Indian Rupees (INR). The Contractor will have to submit at running account bills and final bill in two copies.
- xi. Liquidated damages:
In the opinion of Bank, if any delay in execution is attributable to the fault or any act of commission/omission of the contractor, Bank shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the Bank due to defective work on part of contractor shall be limited to maximum of 5% of total contract amount. The decision of Bank in this matter shall be final and binding on the contractor. The Bank shall, however give to the contractor an opportunity of being heard.

The liquidated damages for non-compliance of the works within 30 Days period shall be 0.5% per week of Delay subject to a maximum of 5% of Contract Sum.

- xii. The rates quoted by the Tenderer, shall be firm till completion of the entire WORKS and the rates quoted in the tender document shall be inclusive of all Duties, Levies, Insurance, Premium, Cess, ESI, PF, Surcharge, Labour laws, duties, labour charges, labour insurance premiums, all type of Taxes such as Octroi, Works Contract Tax, CST, BST, LBT, Insurance premiums of all types and any other levies / duty / tax but exclusive of GST imposed by state, central government and any of the local authorities.
- xiii. All disputes arising out of or any way connected with this agreement shall be deemed to have arisen at Pune and only courts in Pune shall have the jurisdiction to determine the same.
- xiv. That all parts of this contract and its annexed documents and tender documents have been read by the Contractor and fully understood by the contractor.
- xv. The selected tenderer shall comply with all Rules regulations of Extant Labour Regulation Act, Pune Municipal Corporation, (PMC) and its Fire Department while carrying out the work of the "Proposed Renovation of Human Resource Management Department in Lokmangal Building, Bank of Maharashtra, Shivajinagar, Pune", as per the plan prepared by Architect. In case any rules are deviated then such work shall be dismantled and reinstate the same at contractors cost to the satisfaction of the Architect/ Bank.
- xvi. Contractors shall have to make all the arrangements for getting required permission/ passes for the Labour connected with the project, prior to commencement of the work from the Bank's Authority.
- xvii. All the debris lying at site shall be properly stocked and disposed off from time to time.
- xviii. Contractor shall take all safety measures and precautions during the ongoing works. All the safety procedure & equipment's shall be adhered while carrying out the subject scope of work. Any untoward happens due to negligence from the contractor or his labour, in such case, contractor shall have sole responsibility for all the cost effect, penalties and other litigation issues.

4. Dispute resolution:

The Bank and the Contractor shall make every effort to resolve amicably, by direct informal negotiation between the respective parties, any disagreement or disputes arising between themselves under or in connection of the terms of the contract.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bank and the Bidder, the Bank & The Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration. The provision of Arbitration and Conciliation Act, 1996 shall be applied. Arbitration proceedings shall be conducted in Pune. Language of the arbitration shall be in English.

All disputes and differences of any kind whatsoever arising out of or in connection shall be referred to Arbitration Sole Arbitrator appointed by the parties by mutual consent.

However, if the parties are not agreeing with the sole arbitrator, the Number of Arbitrators shall be three. Each party of the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.

5. Indemnity:

- i. The contractor hereby agrees and undertakes to indemnify and keep indemnified, saved, defended, harmless, the bank, its successors and assign at all times against all losses, costs, claims, expenses, charges, damages etc. whatsoever which the bank may suffer or incur:
- ii. By reason of any act or omission of the contractor and/or his/their employee/s and/or representative which is contrary to or inconsistent with or in breach of the terms and conditions of this agreement or any instructions/guidelines that may be given by the bank from time to time.
- iii. Arising out of the act of commission or omission by the consultant, agencies, his employee/s, representatives etc.
- iv. For any other reason whatsoever including wrong assessment or assessment which is not as per the prescribed procedure and norms.
- v. The bank shall not be liable or responsible for any act or omission on the part of the consultant or his employee/s, representative/s, etc. done while performing the contractual obligations which may result into criminal, civil or tortious liability. The consultant shall be exclusively responsible and liable for all such acts and omissions.
- vi. The Bank shall be at liberty to proceed legally against the contractor in case of breach of any condition enumerated in the agreement and contractor shall at his own cost defend such legal action and shall indemnify and keep the Bank indemnified against the loss and cost/expenses including legal expenses that are incurred or might be incurred while proceeding with such legal action or pendency of such legal action/s.

6. NON Disclosure:

It is hereby agreed that all the parties in this agreement hereby agree as follows.

- i. Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the information solely to its employees, agents and Sub-contractors on a need to know basis advise those persons of their obligations hereunder with respect to such Information.
- ii. To use the information only as needed for the purpose solely related to this project.
- iii. Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iv. Bidder shall disclose any information to parties not involved in supply of the products and services forming part of this order and discloser of information to parties not involved in supply of the products and services forming part of this order will be treated

as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.

- v. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.
- vi. Any information, Photographs, Floor plan relating to the Interior/details of the Branch/Zonal office premises must be protected by the Bidder from unauthorized disclosure or access.

7. IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

8. SIGNATURE CLAUSE

Signed and delivered by the _____ by the hand of
Shri _____
(Name & Designation) (BANK)

In presence of:

(1) _____

Address:

(2) _____

Address:

(Witnesses)

Signed and delivered by the _____ by the hand of
Shri _____
(Name & Designation) (CONTRACTOR)

In presence of:

(1) _____

Address:

(2) _____

Address:

(Witnesses)

SECTION III

GENERAL INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed tenders are invited by Bank of Maharashtra for the “Proposed Work for Refurbishment of Compound Wall for Lokmangal Building, Pune”. The scope of work shall be as per specifications mentioned in the bill of quantities.

1.1 Site and Location

As stated above

2.0 Tender Document

The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following document and the most workman like manner.

2.1 Conditions of Contract

Section 1 : Tender Form

Section 2 : Articles of Agreement

Section 3 : Notice Inviting Tender & General Instructions to the Tenderers

Section 4 : Criteria for two part Tender submission and evaluation

Section 5 : General Conditions of Contract

Section 6 : Special Conditions of Contract

And Annexures & Appendix

2.2 Technical Specifications - Materials & Workmanship

2.3 Price Bid - Bill of Quantities

2.4 Drawings

The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in order given below

- a. Price Bid
- b. Technical Specifications
- c. Drawings
- d. Special Conditions of Contract
- e. General Conditions of Contract
- f. Instruction to Tenderers

3.0 Site Visit

The Tenderer must acquaint themselves with the site condition at their own responsibility and expenses and data which may be required for the purpose of filling this tender

document. The Tenderer is also requested to satisfy themselves regarding the availability of water, power, transportation of materials, the law and order situation, climatic conditions, local authority requirement, traffic regulations, etc. as to the execution of the work. The Tenderer shall be fully responsible for considering the financial effect of any or all the factors while submitting the tender.

4.0 Earnest Money

The Tenderers are requested to submit the Earnest Money of **Rs. 45,000/- (Rupees Forty Five Thousand Only)** in the form of Demand Draft / Pay order/ Bankers Cheque in favour of Bank of Maharashtra drawn on any Nationalized or Scheduled Bank & payable at Pune. Individual Cheque payment for EMD is not acceptable & the bids shall be rejected. EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with Clause 4.1 above shall be rejected. No Interest will be paid on the EMD

EMD of unsuccessful Tenderers will be refunded within 30 days of Award of Contract. EMD of successful Tenderer will be retained as a part of Security Deposit.

4.1 Performance Security Deposit

The successful Tenderer will have to submit a sum equivalent to 5% of the Accepted Contract Value less EMD already paid along with the tenders by means of D.D / Pay-order drawn in favour of Bank of Maharashtra, payable at Pune within a period of 14 days of acceptance of tender.

4.2 Security Deposit / Retention Money

Retention money of 5% of the cost of work (Final Bill amount excluding taxes) will be deducted and kept with the bank till defect liability period (12 months) is over. Retention money can be refunded within 14 days after the end of defect liability period provided contractor has attended to all defects. During the defect liability period the contractor has to repair all the defects at his own cost. If contractor does not rectify the defects within the said period, then bank shall rectify the same from other agencies at risk and cost of the aforesaid contractor. Necessary amount shall be deducted from the retention amount and balance, if any, may be released to the contractor/agency. No Interest shall be paid on the amount retained by the Bank as Security Deposit

5.0 Signing of Contract Document

The Successful Tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of Letter of Acceptance/Intent/ Work Order / Confirmation Letter by the Bank, whichever is earlier. The agreement has to be entered on non-judicial stamp paper of value as per latest Maharashtra Stamp Act and charges of the same should be paid by the contractor. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful Tenderer whether such formal agreement is subsequently entered or not.

6.0 Completion Period

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **60 Days** from the date of commencement of work or date of issue of the Work Order.

6.1 Validity of Tender

Tender shall remain valid and open for acceptance for a period of 180 days from the date of opening the Price Bid. If the Tenderer withdraws their offer during the validity period or makes modifications in their offer which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

7.0 Liquidated Damages

The liquidated damage shall be 0.5% of the Total Contract value per week **of Delay** subject to a maximum of 5% of Contract Value.

8.0 Rate and Prices

8.1 The Contract shall be on item rate basis (Re-measurable). The Contractor shall be paid for the actual quantity of work done, as measured at site, at the rates accepted in the Contract Bills of Quantities.

8.1.1 The Tenderer shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures, the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item(s) when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity, the unit rate quoted will govern and the amount will be corrected.

8.1.2 The Tenderers need not quote their rates for which no quantities have been given in case the Tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

8.1.3 The Tenderers should not change the units as specified in the Tender. If any unit is changed the tenders would be evaluated as per the Original unit and the contractor would be paid accordingly.

The Tenderer should not change or modify or delete the description of the item. If any discrepancy is observed it should immediately bring to the knowledge of the Architect/ Bank.

8.1.4 Each page of the BOQ shall be signed & stamped by the authorized person and

cutting or overwriting shall be duly attested by the Tenderer. A letter of authority from the company shall accompany the tender documents.

8.1.5 Each page shall be totaled and the grand total shall be given.

8.1.6 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electricity charges, scaffolding, storage sheds, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the general public and safety of adjacent structure / office and the Contractor shall take down and remove any or all such scaffolding, staging, planking, etc., as occasion shall require or when ordered so and fully reinstate and make good all matters and things disturbed during the execution of work, including all necessary protection of the works till handing over to the satisfaction of the Bank/Architect.

The quoted rates must also include cost of debris removal from time to time as required to keep the site clear of clutter and/ or as additionally desired by the architect/bank; the quoted rates must also be inclusive of making good any damages, incidental or otherwise, done to the site, adjoining premises belonging to neighboring owners/tenants, common areas belonging to the society. The quoted rates shall also include all incidental charges and all charges for taking all applicable insurance policies such as Workman's compensation, ESI, PF, Labour Insurance policies etc. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to fluctuations in exchange rates, cost of materials, labour wages & conditions, and freights or any other conditions whatsoever. Tenderer must include in their rates all duties taxes and as existing on the date of submission of Tender viz. Import duty, Excise duty, VAT, Sales Tax, GST, Works Contract Tax, Service Tax applicable Octroi, LBT, Labour Cess (if any), Labour oriented taxes, duties, levies, CST, BST, ESI, PF, Professional Tax, surcharge, Insurance premiums of all types and any other tax and duty or other levy levied by the Indian Government or Local authority as applicable including any variation during the contract period and any agreed extension thereto. The rates quoted shall be firm throughout the contract period including time extensions granted, if any. Claims for revision in rates or compensation in any other form whatsoever shall not be entertained by the Bank/ARCHITECT on account of fluctuations in the following but not limited to:-

- Revision to rate of prevalent taxes
- New taxes imposed during the execution of works
- Foreign exchange rates
- Cost of Materials
- Electricity and water charges
- Labour wages and conditions
- Statutory payments like PF, ESI etc
- Royalties and patent rights
- Licenses and permit fees
- Import duties

- Import / Export regulations
 - Insurance charges
 - Freight charges / Transportation costs
 - Cost of fuel/ lubricants
- Or any other rates, costs or conditions whatsoever

9.0 Time Schedule

Time allowed for carrying out the work as mentioned in the Memorandum in the tender form shall be strictly observed by the **Contractor** and it shall be reckoned from the 7th day from the date of issue of Confirmed Work Order/ LOI / Confirmation letter of acceptance of tender whichever is earlier. The successful **Tenderer** shall before commencing work prepare a detailed work programme in M.S Project / Primavera software which shall be approved by the **Bank / Architect**. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the **Contractor** fails to complete the work within the specified period he shall be jointly and severally with his partners, associates and agents, etc. liable to pay liquidated damages as defined in clause 10 of these Conditions of Contract.

The **Contractor** shall draw a detailed schedule of the whole work in the form of Linked GANT CHART in Primavera/ MS Project software, within Fifteen (15) days of Letter of Award / Letter of Intent, whichever is earlier and submit (soft copy & hard copy) to the **Bank / ARCHITECT** for approval. The Programme shall include logical sequence of construction with allocation of reasonable time for each activity.

10. RULES TO BE FOLLOWED WORKING WITHIN THE BANK OF MAHARASHTRA AT LOKMANGAL , SHIVAJI NAGAR PUNE.

- a. The work can be carried out on 24X7 basis, provided all the necessary permissions from Bank's Security department are in place. The contractor including all sub-contractors should take utmost care in preventing inconvenience to the nearby incumbents during execution of works.
- b. The cost of any damage caused to lift or staircase or any part of the premises or buildings within the campus while carrying out the works or shifting of materials should be made good by the contractor, failing of which a suitable compensation from Contractor's bill will be recovered.
- c. The contractor should ensure smooth co-ordination with the rules & regulations prevailing within the campus and to co-operate with the security system of the campus.
- d. The main civil contractor has to coordinate with other Bank identified contractors for smooth completion of the project within stipulated timeline.

SECTION IV
CRITERIA FOR TWO PART TENDER SUBMISSION AND
EVALUATION

The **Tenderer** shall note that this Tender is based on two-part bid system. The first part which should be enclosed in a separate sealed cover super scribed as Cover '1' Technical Bid including EMD, drawings, details etc and second part super scribed as Cover '2' Price Bid .

1. Covering letter, if any, but without any mention of quoted prices is acceptable. However if any part of the document contained in Qualifying and Technical Bid has any indication of prices, the entire Bid is liable for rejection.

2. Earnest Money Deposit & tender fee shall be paid in the form of a Demand Draft / Pay order / Bankers Cheque from a Nationalized / Scheduled Bank payable at Pune in a sealed cover enclosed inside the Cover I

3. Signed and sealed Bid documents shall comprise of

Cover - 1: Technical Bid.

Earnest Money Deposit & tender fee in a separate sealed cover: DD for EMD & Tender fee shall be separate and to be enclosed in single Envelope.

Covering letter with enclosures as specified in Tender – General Conditions of Contract, Special Conditions of Contract / Technical Specifications/ Makes / Addendums Volume D: Tender Drawings

Cover -2: Price Bid.

Only Priced Bill of Quantities (Without any conditions)

NOTE: - 1) IN CASE OF ANY CONDITION FOUND IN THE PRICE BID, SUCH BIDS SHALL BE SUMMARILY REJECTED.

2) ALL PAGES OF TENDER DOCUMENTS SHALL BE SIGNED & STAMPED.

4. All technical submissions required at various parts of the Tender but not limited to the following (It is Tenderers responsibility to ensure that all requirements of submittals as called for in Tender documents are complied with):-

4.1. Instruct the winning bidder to provide for requisite staffing for the project and same shall be complied by the winning bidder, right from start of project through project completion.

4.2. Equipment to be deployed for this project at site.

4.3. The Successful Tenderer shall produce detailed time schedule with break-up from start to finish to the satisfaction of the Bank / Architect.

5. If it comes to the notice of the **Bank** that the **Tenderer** has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in

progress at the time of submission of bids lead to the decree by the Court of Law against the **Tenderer**, the Bank reserves the right to nullify the qualification and to disqualify the **Tenderer** at any stage of the project. If such information becomes available to the Bank prior to issue of Letter of Intent, the **Tenderer** will be disqualified and will not be considered for award of work, even though the **Tenderer** is eligible for LOI. If such information comes to the knowledge of the Bank after the award of work, the Bank reserves the right to terminate the Contract unilaterally at the total cost and risk of the **Tenderer** and such action would include forfeiture of all deposits, guarantees etc. furnished in any form, all damages as determined at the time of termination. The Bank will also reserve the right to recover any Retention Money, Mobilization Advance paid by invoking of Bank Guarantees. **Tenderer has to provide undertaking on the letter head stating that all the information submitted are genuine and correct and have not been blacklisted in any Govt./PSU/PSB /Govt Aided or by any local bodies including reputed Institution for any work executed for them.**

6. The **Tenderer** shall be deemed to have waived rights if any that they may have or perceive to have as a result of their not being pre-qualified and shall not hold **BANK** for any loss they may have suffered due to their not being pre-qualified.

7. The second part of the **Tender**, namely Cover 2 (Price Bid) should be submitted in a separate sealed cover super scribing "Cover 2 Price Bid".

8. **BANK** will decide the time and place of opening of the Price bid and the names of bidders whose Price bid will be opened on the basis of the method of evaluation described elsewhere in this section.

9. All the covers, i.e. Cover 1 and Cover 2 should be put in Common Cover, which should also be sealed and super scribed with name of work, **Tender** Part No., name of **Tenderer** and submitted to:

To,

The Assistant General Manager,
Corporate Services Department,
Bank of Maharashtra,
Head office, Lokmangal, 1501,
Shivaji Nagar, Pune – 411005.

10. **Evaluation Method:** The method of evaluation will consist of following stages.

First Stage: **In this stage, the Cover - 1 containing interalia the EMD will be opened. If Cover I is found deficient, including but not limited to any changes/ amendments made by the Tenderer in the tender documents, BANK reserves the right to reject the entire Tender without further evaluation.**

Second Stage: **If Cover- I is found acceptable and fulfills the pre-qualification criteria of technical bids then the Price bids of those bidders will only be opened and the work**

shall be awarded to the **Lowest Bidder** subject to approval on basis of technical evaluation as well as financial viability after arithmetic verification in line with the tender procedures of the bank. Rates to be mentioned in figures as well as words. No tender fee will be return/refunded to any bidders once it is submitted with tender documents.

11. If, at any stage, it is found that the Tenderer having been selected on the basis of his submissions and support documents thereof in the technical bid but after Award of Contract or during execution, his commitments of resources / levels of performance falls short from what has been promised in the technical bid, BANK reserves the right to take the Remedial actions, as it deems fit at the Cost & Risk to the Tenderer so selected and their security deposit including EMD will be forefited.

12 **Bank** reserves the right to annul the process of tender or to accept or to reject all or any of the tenders without thereby incurring any liability to any applicant or any obligation to inform any participant of the grounds for its action or assigning any reasons thereof.

13 The **Tenderer** hereby agrees to abide by **Bank's** decision on all matters pertaining to this bid and undertakes not to resort to any actions either Legal or otherwise against **BANK** in this regard, including direct / indirect canvassing / influencing etc., violation of this clause will lead to summary disqualification of the bidder without any reference to them. 14. If lowest bidder after receiving the work order doesn't commence the work within stipulated prescribed time line and does not shows any response, the Bank shall terminate the work order and the EMD/security deposit will be forfeited in that case.

DEFINITION AND INTERPRETATION OF THE CONTRACT DOCUMENTS

MEANING TO BE ASCRIBED TO THE DEFINITION: -

- 1.1.1. In the contract the following expression shall, unless the context otherwise requires have the meaning hereby respectively assigned to them shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provisional Insolvency Act or any amending statute.
- 1.1.2. Arbitration Act shall mean the Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended or re-enacted from time to time.
- 1.1.3. Architect & or Engineering Consultants shall mean **M-----**.and includes its representative, successors and assigns.
- 1.1.4. Articles of Agreement shall mean the articles of agreement dated entered into between the Bank and the Contractor set out in Section [II] of Volume [1] of the Contract Documents.
- 1.1.5. ASI shall mean Architect's Supplemental Instructions, issued by the Architect to further clarify drawings, specifications, instructions already issued as part of the contract and shall be binding on the contractor without any changes to the contract value or contract time.

- 1.1.6. Bank/ARCHITECT's instructions shall mean any drawings and/or instructions oral (confirmed in writing within 4 days) and/or in writing, details, direction and explanations issued by the Bank / ARCHITECT from time to time during the Contract Period.
- 1.1.7. Bidder/Tenderers shall mean the pre-qualified construction agency / agencies approved by the Bank who tender / bid for the Project.
- 1.1.8. Bill Of Quantities shall mean the final rates for the schedule of quantities agreed to between the Bank and the Contractor in relation to the Work to be undertaken as per the terms and conditions contained in the Contract Documents.
- 1.1.9. CCD shall mean Changed Construction Directives, issued by the Architect. This shall be issued by way of drawings and/ or specifications indicating any changes to the drawings/specifications already issued.
- 1.1.10. Contract means the documents forming the tender and acceptance thereof and the Formal agreement executed between Bank of Maharashtra (Bank) and the Contractor, together with the documents referred therein including these conditions, the specifications, design, drawings and instruction issued from time to time by the Bank / Architect and all these documents taken together shall be deemed to form one contract.
- 1.1.11. Contract Value/Sum shall mean the value of the entire work as stipulated in the letter of acceptance or tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.1.13. Contractor shall mean the successful bidder
- 1.1.14. Drawings / Good for Construction Drawings shall mean the drawings prepared by the Architect, approved by the Engineer in charge and referred to in the Specifications and any modifications of such drawing as may be issued by the Engineer from time to time, based on which the contractor shall proceed with Construction of Works
- 1.1.15. Project coordinator / Engineer shall mean the authorized representative appointed by the Architect.
- 1.1.16. Final Snag List shall mean final list of items not found consistent with the desired quality norms desired by the Bank/ Architect. Such list of items shall be prepared by the Bank/ Architect at the time of issuance of Virtual Completion Certificate and handed over to the contractor for rectification and all such discrepancies shall be rectified at no extra cost to the Bank.

SECTION V.

ELIGIBILITY CRITERIA

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

Bidder should have valid Registration of PAN, GST, ESI, PF and income Tax clearance certificate etc.

2) The bidder should have average annual turnover of more than 50 Lakhs during the last three financial years i.e. FY 2018-19, 2019-20 & 2020-21 (Valid CA certificate to be enclosed)

3) The bidder should be a profitable agency& should have shown the profits in each of last three financial years i. e. FY 2018-19, 2019-20 & 2020-21 (Valid CA certificate to be enclosed)

4) The bidder should have successfully executed minimum single work of similar type, costing more than Rs. 40.00 Lakhs, during last three years (Proof of the same should be submitted for having successfully completed the work) OR

5) The bidder should have successfully executed minimum two works of similar type, costing more than Rs. 25.00 Lakhs during last three years (Proof of the same should be submitted for having successfully completed the work) OR

6) The bidder should have successfully executed minimum three works of similar type, costing more than Rs. 20.00 Lakhs during last three years (Proof of the same should be submitted)

7) The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder. **A written undertaking has to be given by the bidder on their letter head.**

8) Similar work means the scope of work shall be relevant to the Compound wall construction and refurbishment works in part or whole for the commercial office building project. Incase if the said similar works are part of the major contract, the said item of works are to be highlighted

9) **Completion Certificate:** Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of part/full Compound wall construction works, Final bill amount, year, duration of work etc. from the competent authority of client. No completion

certificate from the Architect/consultant will be considered.

DETAILS OF BIDDERS:

1	Name of the Firm/ Organization				
	Registered Office				
	Pune Office				
	Telephone No.				
	Fax No.				
	E-mail				
	Website				
2	Year of Establishment				
3	Status of the firm (Partnership firm / Proprietary/ LLP / Company)				
4	Name and Qualifications of Partners / Proprietor / Directors				
	Name	Designation	Qualification	Regn No.	Mobile No.
5 (a)	Whether registered with the Registrar of Companies /Registrar of Firms. If so, mention number & date. (Also enclose copy of Partnership Deed / Registration / Articles and Memorandum of Association)				

(b)	If empanelled with other organizations such as Govt. / Semi-Govt. undertakings, etc. (attach copy of registration, if any)			
6	Name of the Bankers.	Name of the bank:		
		Name of the branch:		
		Phone Nos:		
		Contact person phone no.		
7	Satisfactory evidence to indicate financial capacity	Year	Turnover Rs. in lac	Profit
		31.03.2019		
		31.03.2020		
		31.03.2021		
	Please enclose Certified copies of last 3 years Balance Sheet, Profit & loss A/C & IT returns.			
8	Registration with Tax Authorities			
	i) Income-tax (PAN) No.			
	ii) Service tax no.			
	iii) EPF Reg. No.(if applicable)			
	iv) ESI Reg. No. (if applicable)			
9	Details of works executed in last 5 years (as per Performa I & II attached)			

10	Whether any Civil suit / Litigation arisen in the projects against the Contractor, executed during last 05 years / being executed now. If yes, please furnish details.	
11	Key personnel employed: (as per Performa III attached) (Detailed C.V.'s to be attached) Indicate special expertise and projects in which such techniques were employed	
12	Infrastructure of the firm viz. office space, office equipment.(as per Performa IV attached)	
13	Whether related to any staff member of Bank of Maharashtra. If yes, please elaborate.	
14	Please give reference with address and telephone no. of 2 persons for whom you have executed works of importance who may be directly contacted by the bank about the ability, competence or capability	
	Name	Address and telephone numbers
15	List of major clients	
16	Any other relevant information	

Note: Where copies are required to be furnished, these are to be self-attested / notarized copies. In case you intend to give further / more information, please attach separate sheet/s.

Signature and Seal of Applicant

Date:

PROFORMA – I

PARTICULARS OF RELEVANT WORKS EXECUTED

Sr. No.	Name of Work / Project executed	Short description of work	Name & Address of Owner /Client	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of Work Order / completion certificate from the Client.
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

Signature and Seal of Applicant

PROFORMA – II

PARTICULARS OF WORKS IN HAND FOR CLIENTS

Sr. No	Name of Work / Project being executed & address / location	Short description of work	Name & Address of Owner / Client	Value of work to be executed	Stipulated time of completion	Copy of Work Order / Certificate from the Client.
1	2	3	4	5	6	8
1						
2						
3						
4						
5						
6						

Signature and Seal of Applicant

PROFORMA – III

KEY PERSONNEL PERMANENTLY EMPLOYED

Sr. No	Name	Designation	Qualifications	Experience	No. of Years engaged with the firm	Any other information
1	2	3	4	5	6	7

Signature and Seal of Applicant

PROFORMA – IV

Details of Infrastructure in Office

Sr. No.	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq. Mtrs.	
3	Fax and Other equipment	
4	Telephones	
5	Number of Computer workstations	
6	Software used for planning, estimating, execution, supervision etc.	
7	Any other information	

Signature and Seal of Applicant

Note: Information has to be filled up in this format.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

Type of Contract

The Contract shall be an Item-rate (Re-measurable) Contract and the **Contractor** shall be paid for the actual quantity of work done, as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.

1.0 Total Security Deposit

Total security deposit comprises: Earnest Money Deposit & Initial Security Deposit Retention Money

a) Earnest Money Deposit:

The tender shall furnish EMD of **Rs. 45,000/- (Rupees Forty Five Thousand Only)** in the form of Demand draft drawn in favour of Bank of Maharashtra on any Nationalized / Scheduled Bank payable at Pune. No tender shall be considered valid unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful Tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the Tenderer revokes its tender at any time the period when it is required to keep its tender open acceptance by BOM or after it is accepted by the Bank, the contractor fails to enter into formal agreement or fails to pay the Initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Performance Security Deposit (PSD):

The amount shall be 5% of accepted value of tender including the EMD in the form of Demand Draft/ Pay order / Bankers Cheque drawn on any Nationalized Bank or Scheduled Bank payable at Pune and shall be deposited within 14 days from the date of acceptance of the Tender.

c) Security Deposit / Retention Money

Retention money of 5% of the cost of work (Final Bill amount excluding taxes) will be deducted and kept with the bank till defect liability period (12 months) is over. Retention money can be refunded within 14 days after the end of defect liability period provided contractor has attended to all defects. During the defect liability period the contractor has to repair all the defects at his own cost. If contractor does not rectify the defects within the said period, then bank shall rectify the same from other agencies at risk and cost of the aforesaid contractor. Necessary amount shall be deducted from the retention amount and balance, if any, may be released to the

contractor/agency. **No Interest shall be paid on the amount retained by the Bank as Security Deposit**

2.0 Language

The Language in which the contract documents shall be drawn shall be in English.

3.0 Errors, Omissions & Discrepancies

Under no circumstances shall the drawings be scaled or measured; only written dimensions shall be followed. In case of errors or omissions in drawings, the contractor shall notify the architect by issuing a RFI (Request for information) clearing stating the error or omissions.

In case of discrepancy between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevail. Between the duplicate/subsequent copies of the tender, the original tender shall taken as correct

4.0 Scope of Work

4.1 The contractor shall carry out, complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect. The Architect at the directions of Bank from time to time issue further drawings and / or written instructions, detailed directions and explanations which are hereafter collectively referred to as Bank / Architect's Instructions in regard to the variation or modification of design, quality or quantity of work or the addition or omission or substitution of work, any discrepancy in the drawings or between the BOQ and / or Drawings and /or Specifications, removal from the site of any material brought thereon by the contractor and any substitution of any other materials therefore the removal and /or re execution of any work executed by it and the dismissal from the work of any person employed engaged thereupon.

4.2 ACTIVITY WHERE THERE IS NO SPECIFICATION/SHORTCOME OF SPECIFICATION: In case of any class of work over which there is no specification mentioned the same shall be carried out in accordance with the latest Indian standard specification and standard civil work procedure subject to the approval of the Architect/Bank.

4.3 WHERE THERE IS SHORTCOME OF SPECIFICATION FOR ITEM OF BOQ: In

case of any class of work over which there is no specification mentioned the same shall be carried out in accordance with the latest Indian standard specification and as per standard practice and as a necessary requirement to complete the item/job, subject to the approval of the Consultant/Bank. No additional payment will be made for the same. Bidder shall quote the rate for every item, considering aforesaid requirement.

5.0 LOA or Work Order & Agreement

5.1 Letter of Acceptance or Work Order: Within the validity period of the tender the Bank shall issue a letter of acceptance either direct or through the Architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of Acceptance shall constitute a binding contract between the Bank and the Contractor.

5.2 Contract Agreement: On receipt of intimation of the acceptance of tender from the Bank / Architect the successful Tenderer shall be bound to implement the contract and within 15 days thereof shall sign an agreement in a standard format with Bank in a non-judicial stamp paper of value as per latest Maharashtra Stamp Act. The value of stamp paper shall be calculated based on the tendered amount and the same shall be borne by the contractor.

5.3 Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

6.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by the Bank through its architect are the properties of the Bank. They are not to be used on other work.

7.0 Detailed drawings and instructions

The Bank through its Architects shall furnish with reasonable promptness additional Instructions by means of drawings or otherwise necessary for the proper execution of work. All such drawings and instructions shall be consistent with contract document, true development thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating the date of Start and Completion of various activities on receipt of the work order and submit the same to the Bank through the Architect.

8.0 Overall Coordination at Site:

The onus of coordination with other contractors for any disciplines in services shall be with the tenderer. The contractor shall ensure smooth coordination between all sub-contractors viz. Electrical, HVAC, Firefighting, CCTV for hassle free completion of the works.

9.0 Liquidated Damage

If the contractor fails to maintain the required progress or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, it may be called upon without prejudice to any other right of remedy available under the law to the Bank on account of such breach to pay a liquidated damages at the rate of 0.5% of the actual project cost of the work per week of delay subject to a maximum of 5% of the actual project cost.

10.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment, transportation, loading, unloading and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to it. Workman whose work or behaviour is found to be unsatisfactory by the Bank/Architect shall be removed from the site immediately.

The Contractor shall note that no child labour (less than 18 years of age) on the work shall be employed.

11.0 Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at its own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the Bank in writing under intimation of the Architect. If the contractor performs any act which is against the law, rules and regulations it shall meet all the costs arising there from and shall indemnify the Bank against any legal actions arising there from.

12.0 Setting out works

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the Architect & Bank's Engineer before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, Irrespective of the fact that the layout had been approved the Architect, the contractor shall be responsible for the same and shall bear the cost to rectify such error, if so, required to satisfaction of the Bank.

13.0 Protection of works and property

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Bank's properties from injury or loss arising in connection with contract. The contractor shall make good any such damage, injury, loss, except due to causes beyond his control and due to its fault or negligence.

The contractor shall take adequate care and steps for protection of the adjacent properties. The Contractor shall take all precautions for safety and protections of his employees on works and shall comply with all applicable provisions of Govt and local bodies, safety laws and building codes to prevent accident, or injuries to persons or property on about or adjacent to his place of work. The Contractor shall take insurance covers as per compliance of the contract at its own cost. The policy to be taken in joint names of the contractor and the bank and the original policy may be lodged with the Bank. The contractor shall indemnify the Bank in any type of loss / damage occurred at site.

14.0 Inspection of Work

The Bank/Architect or their representatives shall at all reasonable time have free access to the work site and / or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Bank/ Architect and their representatives for necessary inspection and examination and test of the materials and workmanship. No person unless authorised by the Bank/Architect except the representative of public authorities shall be allowed on the work at any time.

The cost of carrying out and arranging for all tests and submission of test certificates reports called for in the specification shall be borne by the Contractor. The test should be carried out only in BIS approved laboratories. The Bank / Architect shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected material from the Works. If the Contractor fails to proceed at once with the replacement of rejected materials and / or the correction of defective workmanship, the Bank/Architect may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate after giving reasonable notice to the Contractor and the opportunity to remedy and/or replace such defective workmanship and/ or materials. The contractor shall note that the claim for Extension of Time or Additional Cost shall not be entertained by the Bank / Architect to remedy such defective works. The instructions and/or decisions of the Bank/Architect shall be final and binding upon the Contractor in this regard.

15.0 Assignment and subletting

In normal circumstances, subletting or assigning part or entire work shall not be permitted. However for specialized works, if unavoidable, only with the prior approval of the Bank's Engineer & Architect, subletting or assigning part of the work shall be permitted. However in case of assignment or subletting the work to another agency, it shall not relieve the main contractor from the responsibility of his overall responsibilities and liabilities of the work. In any case it is responsible of the main contractor to appoint overall supervisor at site for one point coordination.

16.0 Quality of materials, workmanship & Test

All material and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect's instructions and shall be subject from time to time to such tests as the Architect may direct all the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor shall provide such assistance, instruments, machinery, labour, and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the Architect. All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/ test certificates of the same shall be provided to the satisfaction of the Architect. Before submitting the sample/literature the contractor shall satisfy itself that the material / equipment for which it is submitting the sample/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Architect the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect for identification and shall be kept on record at site office until the completion of the work for inspection/ comparison at any time. The Architect shall take reasonable time to approve the sample, any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the material/equipment etc shall be to account of the contractor. To ensure use of Quality materials and to exercise proper quality control on the works, the Contractor shall submit the Material Test Certificates, test plans for the materials intended for the works for prior approval of the Architect. The contractor shall carry out such tests regularly during the progress of the work as per provision of the Technical Specifications & Approved Test plan submitted by the Contractor. The tests shall be conducted as per the relevant BIS specifications. Reports on these tests duly signed by the contractors shall be forwarded to the Architect / Bank who shall duly certify the results thereof are in order and the materials may be used in the work. If the results do not conform to the relevant BIS, the architects shall take immediate appropriate action as per terms of the contract. The cost of making any test shall be borne by the

contractor.

16.1 Costs of tests not provided for:

The contractor shall undertake testing of material samples duly counter signed jointly by Bank's Engineer and Project Architect at any BIS approved Laboratory as recommended. Based on quantum of materials delivered at site, Bank/Project Architect may advise the Contractor to repeat the tests. The cost of such test(s) shall be borne by the contractor.

17.0 Obtaining information related to the execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on its part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve the contractor from any risk or from the entire responsibility for the fulfillment of the contract.

18.0 Quantities

The bill of quantities, unless stated otherwise, shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements of Quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the Total project Contract Value by +/- 25%. If the quantities vary more than +/- 25%, we will deduct suitable amount from the unit rate of such quantities after mutual discussion and approval by the Bank/ Architect.

19.0 Works to be measured

The Architect may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the mode of measurement detailed in the specifications. The representative of the Architect shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or its authorized representative sign all the pages of the measurement book in which the measurements have been recorded in token of its acceptance. All the corrections shall be duly attested by representatives. No over writing shall be made in the Measurement Book. Should the contractor not attend or neglect or omit to depute its representative to take measurements then the measurements recorded by the representative of the Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by the Architect shall vitiate the contract. In case the Bank/ Architect thinks proper at any time during the progress of the works to make any alteration in the kind or quality of the materials to be used therein, the Architect shall give notice thereof in writing to the contractor. The Contractor shall confirm in writing within 7(seven) days of giving such oral instructions the contractor shall alter to , add to or omit from as the case may be in accordance with such note but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect and the value of such extra, alterations, additions or omissions shall in all cases be determined by Architect and the same shall be added or deducted from the contract value, as the case may be.

21.0 Valuation of Variation

No claim for any extra item shall be allowed unless it shall have been executed under the authority of the Architect with the concurrence of the Bank as herein mentioned. Any such extra item is herein referred to as authorized extra item and shall be made in accordance with the following provisions :

- a.i** The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- a.ii** Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ & **submission of Rate analysis prior to execution of the said extra item**
- b)** The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause hereunder.
- c)** Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7days of the receipt of the letter of acceptance inform the Architect of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d)** It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by the rate analysis worked on the market rate basis for material, labour evaluated at maximum 30% of cost of all materials inclusive of wastage, cost of power and water, each evaluated at 2.5% of cumulative cost of material and labour plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

22.0 Final Measurement

The final measurement and valuation in respect of the contract shall be completed within 15 (fifteen) days of completion of Items and approval thereof on the Architects Final Snag list.

23.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the Bank, the contractor shall ensure that the following works have been completed to the satisfaction of the Bank :

- a. Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's equipment and machinery.
- b. Demolish , dismantle and remove the contractor's site office, temporary works including labour sheds/ camps and construction and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Bank not incorporated in the permanent works.
- c. Remove all rubbish, debris etc form the site , the premises / land allotted to the contractor by the Bank and shall clear , level, and dress, compact the site as required by the Bank.
- d. Shall put the Bank in undisputed custody and possession of the site.
- e. Shall hand over the work in a peaceful manner to the Bank
- f. All defects/ imperfections/snag points have been attended and rectified as pointed out by the Bank/ Architect to the full satisfaction of Bank/ Architect.

Upon the satisfactory fulfillment by the Contractor as stated above, the contractor shall be entitled to apply to the Architect that he is satisfied with the completed work. Relative to whom the completion certificate has been sought, the Architect shall within 14(fourteen) days of the receipt of the application for the Virtual Completion Certificate, subject to satisfactory compliance of all conditions leading to VCC issuance, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the Bank's right and contractors liabilities under the contract including the contractors liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Bank against the contractor in respect of work or work at site and in respect of which the VCC has been issued.

24.0 Works by other Agencies

The Bank / Architect reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which they may desire to get executed by other agencies simultaneously and the appointed contractor shall not object or obstruct but extend reasonable facilities & co-operation for the execution of such work by such agencies. The contractor however is not expected to

provide any plant or material for the execution of such work except with special approval & instructions accorded by the Bank. Such work shall be carried out in such manner as not to hamper the progress of the works included in the contract.

25.0 Insurance of works

25.1 Without limiting its obligation and responsibility under the contract, the contractor shall insure in the joint names of the Bank and the contractor against all loss of damages from whatever cause arising other than the excepted risks for which it is responsible under the terms of contract and in such manner that the Bank and contractor are covered for the period stipulated in GCC and are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by it for the purpose of complying with its obligation under this clause.

- a. The works for the time being executed to the estimated current contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b. The construction plant & other things brought to the site by the contractor to the replacement value of such constructional plant and other things.
- c. Such insurances shall be effected with an insurer and in terms approved by the Bank which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect the policy of insurance and the receipts for payment of the premium.

25.2 The **Contractor** shall, at his own expense, effect and maintain till the issue of the **Virtual Completion Certificate under this contract**, with an insurance company approved by the **Bank/ Architect, Contractors All Risks (CAR) Policy Insurance** including earthquake, cyclone risk in the joint names of the **Bank** and the **Contractor (Bank of Maharashtra being the Beneficiary)** against all risk as per the standard comprehensive All Risk Policy for the total amount of Contract i.e. Work Order amount inclusive of all taxes, duties, levies etc and deposit such policy or policies with the **Bank/ Architect** before commencing the works. Apart from the same, all labour related insurance such as Workmen's Compensation, ESI & PF shall be strictly obtained by the contractor and no extra claim whatsoever would be entertained, during the course of execution of works on site.

25.3 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the Bank against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in

relation thereto except any compensation of damages for or with respect to

- a. Permanent use or occupation of land by or any part thereof
- b. The right of Bank to execute the works or any part thereof on, over, under, in or through any lands.
- c. Injuries or damages to persons or properties which are unavoidable result of execution of maintenance of the works in accordance with the contract
- d. Injuries or damage to persons or property (both movable & immovable) resulting from any act or neglect of the contractors agent, employees or other contractors not being employed by the contractor for or in respect of any claims, proceedings, damages, cost, charges and expenses respect thereof or in relation thereto or where the injury or damage was contributed by the contractor, its servants or agent or other contractors for the damage or injury.

25.4 Contractor to Indemnify BANK

The Contractor shall indemnify the Bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision of the relevant clause of the RFP.

25.5 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the Bank against any action , claim, or proceeding relating to infringement or use of any patent or design or any other intellectual property rights or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against the Bank in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expenses to settle any dispute or to conduct any litigation that may arise there from.

25.6 Third Party Insurance

25.6.1 Before commencing the execution of the work the contractor but without limiting its obligations and responsibilities under relevant clause of this conditions shall insure against its liability for any material or physical damage, loss, or injury which may occur to any property including that of Bank, or to any person , including any employee of the Bank by or arising out of the execution of the works r in the carrying out of the contract, otherwise that due to the matters referred to in the proviso to relevant clause thereof.

25.6.2 Minimum amount of Third Party Insurance

Such insurance shall be effect with an insurer and in terms approved by the Bank which approval shall not be reasonably withheld and for at least the amount stated below. The Contractor shall, whenever required, produce to the Architect the policy or policies of insurance cover and receipts for payment of the current premium.

25.6.3 The minimum insurance cover for physical property, injury and death is INR 5.0 lakhs per occurrence with **no limit on the number of such accidents or occurrences**. After such occurrence the Contractor shall pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident of injury to workmen

25.7.1 The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub contractor, save and except an accident or injury resulting solely from any act or default of the Bank or its agent, or employees. The contractor shall indemnify and keep indemnified the Bank against all such damages, and compensation, save and except said as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25.7.2 Insurance against accidents to workmen

The contractor shall insure against such liability with an insurer approved by the Bank during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub contractor the contractor's obligation to insure as aforesaid under this sub clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such require such sub contractor to produce to the Architect when such policy of insurance and the receipt for the payment of the current premium.

26.0 Remedy on contractors failure to Insure

26.1 If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which it may be required to effect under the terms of contract, then and in any such case the Bank may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Bank as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26.2 Without prejudice to the other rights of the Bank against contractor, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damage costs, charges and other expenses paid by the Bank and which are payable by the contractors under provision of this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor

shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

27.0 Commencement of Work

The date of commencement of the work shall be reckoned as the date of handing over the site or fifteen days from the date of issue of letter of acceptance of tender by the Bank whichever is later.

28.0 Time for Completion

Time is essence of the contract and shall be strictly observed by the Contractor. The Entire work shall be completed within a period of **60 days from the date of issue of work order**. If required in the contract or as directed by the Architect, the contractor shall complete certain portions of the works before completion date of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of Time

If, in the opinion of the Architect, the work be delayed for reasons beyond the control of the contractor, the Architect may submit a recommendation to the Bank to grant a fair and reasonable extension of time for completion of the works as per the terms of the contract. If the contractor needs the extension of time for the completion of the works or the completion for the works is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the bank through the Architect in writing at least 30 days before the expiry of the schedule time and while applying for the extension of time it shall furnish the reason in detail and its justification if any for the delays. The Architect shall submit their recommendations to the Bank in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Bank, the provision of the liquidated damage as stated herein this conditions shall become applicable. Further the contract shall remain in force even for the period beyond the due date completion irrespective whether the extension is granted or not.

30.0 Rate of Progress

Whole of the material, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of kind and conducted in a manner to the satisfaction of the Architect. Should the rate of progress of the work or part thereof be at any time be in the opinion of the Architect seems too slow to ensure the completion of the whole of the work by the prescribe time or extended time for completion the Architect shall thereupon take such steps as considered necessary by the Architect to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the

Architect neither shall relieve the contractor from fulfilling obligations under the contract nor it shall be entitled to raise any claims arising out of such directions.

31.0 Working hours / Work during nights and holidays

The site will be available on 24X7 basis for carrying out works. However, it is the duty of contractor to ensure judicious utilization of labour force as per extant labour norms prevailing time to time. If the Contractor's work extends beyond the mentioned working time, the Contractor well in advance, shall take permission of the Bank /Architect and execute the works strictly in compliance with extant guidelines of Labour act, Bombay Shops & Establishment Act (Relevant sections).

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried out on during the night or on holidays without the permission in writing of the Architect. When the work is unavoidable or absolutely necessary for the saving of life or property or the safety of the work in which case the contractor shall immediately advise in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/ continued with the prior approval of the Architect at no extra cost to the Bank. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance. However any change in the time duration would in no way affect the overall time schedule of the project and the project would have to be completed within the allotted time frame.

32.0 No Compensation for restriction of work

If at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out. The Architect shall give notice in writing to the effect to the contractor and the contractor shall act accordingly in the matter the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which it might have derived from the execution of the works fully but which it didn't derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect shall have in such cases the option of taking over all or any such material at their purchase price or a local current rate whichever is less.

In case of such materials having been issued from the Bank's stores (If any) and returned by the contractor, credit shall be given to him at the rates not exceeding

those at which the materials were originally issued to the contractor, however only after taking into consideration the deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Architect shall be final.

In case, the work has been stopped temporarily due to objection of nearby occupants / by any other means, the bank will not compensate for the idle sitting of workmen. Such delays shall be noted in the Hindrance register maintained at site by the contractor and shall be counter signed by Contractor's representative, Project Architect and Bank's Engineer time to time. Finally, the delays which are not attributable to contractor shall be considered favorably while obtaining time extension for the project from competent authority. Also no Price Variation Adjustment will be entertained.

33.0 Suspension of work

The contractor shall, on receipt of the order in writing of the Architect (whose decision shall be final & binding on the contractor) suspend the progress of the works or part thereof for such time and in such manner as Architect may consider necessary so as not to cause any damage or injury to the works already done or endanger the safety thereof for any of the following reasons:

- a. On account of any default on the part of the contractor or
- b. for proper execution of the works or part thereof if for reasons other than the default of the contractor, or
- c. For safety of the works or part thereof.

The contractor shall during such suspension, properly protect and secure the works, the extent necessary and carry out the instructions given in that behalf by the Architect. If the suspension is ordered for reasons (b) and (c) as mentioned above : The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the contractor shall have rendered itself liable for to pay compensation amounting to the whole of its security deposit, the Architect shall have the power to adopt any or all of the following course as may deem best suited to the interest of the Bank:

- a. To rescind the contract (of which rescission notice in writing to the contractor by Architect shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of the bank.
- b. To employ labour paid by the Bank and to supply materials to carry out the works, or any part of the works, debiting the contractor with the cost of the labour and materials the cost of such labour & material as worked out by the Architect shall be final and (conclusive against contractor) and crediting it with the value of the

work done, in all respects in the same manner and at same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of the Architect as to the value of work done shall be final and conclusive against the contractor.

- c. To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of its hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by the contractor (of amount of which excess the certificates in writing of the Architect shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to it by the Bank under the contract or otherwise, or from its security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above course being adopted by the Bank, the contractor shall have no claim to compensation for any loss sustained by reasons of its having purchased or procured any material or entered in to any agreements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid. The contractor shall not be entitled to receive to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect will have certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid the value so certified.

35.0 Owner's / Bank' right to terminate the contract

If the contractor being an individual or a firm commits any "Act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order of compulsory winding up voluntarily or subject to the supervision of Govt. and or the official assignee of the liquidator in such acts of insolvency or winding up, within a period of seven days, after notice to the contractor to do so, shall show to the Bank with reasonable satisfaction that Contractor is able to carry out and fulfill the contract and to give security thereof if so required by the Bank.

Or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor or shall assign or sublet this contract without the consent in writing of the Bank through Architect or shall charge or encumber this contract or any payment due to which may become due to the contractor hereunder

- a. Has abandoned the contract
- b. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Bank through the Architect written notice to proceed, or
- c. Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed

upon , or has failed to remove the materials from the site or to pull down and replace works within 7 days after written notice from the Bank / Architect with the consultation of the Bank that the said materials were condemned and rejected by the Architect under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for 7days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Bank's / Architect's instructions to the contrary subject any part of the contract. Then and in any of said cases the bank may notwithstanding any previous waiver, after giving 7days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank or the Architect or the obligation and liabilities of the contractor whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Contractor. And, further the Bank, their agents employees may enter upon and take possession of the works and all plants , tools, scaffolding, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any ways interrupt to do any act, matter to think to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed by the contractor, the Bank shall give a notice in writing to the contractor to remove its surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof, the Bank sell the same through public auction after due publication, and shall adjust the amount realized by such auction against the amount payable if any. The contractor shall have no right to question any of the acts of the Banks incidental to the sale of the materials etc.

36.0 Certificate of Payment

The contractor shall submit interim bills at intervals as mentioned below:

1st Running Account Bill - at end of 1st Month from the commencement date.
Subsequent Running Account Bill at every 15 days interval till the completion of project and approved time extension thereto.

The Architect shall scrutinize and certify the Interim Bill invoice within 7 days of submission of the Bill by the Contractor in proper format as approved by the Bank/Architect. The Bank shall make the payments to the Contractor within 7 working days from the date of certificate to the payment from the Architect to the Bank. The Bank shall further recover the statutory recoveries other dues including the retention amount from the certificate or payment.

It is clarified to the Contractor that, the joint measurement of any Item /Works by the Architect shall not be considered as means of approval for the subject Item / works for the payment. The Item / Works shall be entertained for Payment only after 100% of the subject Item / Works approved and to complete satisfaction of Architect. Provided always that the issue of any certificate by the Architect during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from its liability under this clause.

The Architect may by any certificate make any corrections required in previous certificate. The Bank shall modify the certificate of payment as issued by the Architect from time to time while making the payment.

After the Bank makes payment of the interim bill invoice to the Contractor, The Contractor shall immediately make the payments to its sub agencies and submit the receipt of payment done on the letter head of respective sub agencies before the subsequent Running Account Bill is raised.

The final bill may be submitted by the contractor within a period of 15 (Fifteen) days from the date of completion of Items of the Architects final signed list and Architect shall issue the certificate of payment within a period of further 1(One) month. The Bank shall pay the amount within a period of 3 (Three) months from the date of issue of certificate by the Architect.

37.0 Arbitration

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Corporate Services Department) / and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim,

grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any such claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Assistant General Manager (Corporate Services Department) in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Corporate Services Department) Bank of Maharashtra, in writing in the manner and within the time aforesaid.

The Assistant General Manager (Corporate Services Department), shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Assistant General Manager (Corporate Services Department), submit his claims to the conciliating authority namely the General Manager (OL & Corporate Services) Bank of Maharashtra for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Corporate Services Department), Bank of Maharashtra.

If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Deputy Managing Director & Corporate Development Officer of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or difference arising out of the notified claims of the Contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Deputy Managing Director & Corporate Development Officer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Deputy Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Deputy Managing Director & Corporate Development Officer as aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under. It is also a term

of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

38.0 Extra Items

Prior approval and sanction for rate from consultant shall be obtained for executing items, which are not covered in Bill of quantities and specifications read together. The rates for such extra items, if any, shall be derived on the basis of similar items in schedule of quantities. If any particular item is not similar in nature the rate shall be derived by actual labour, material cost and 20% thereof to cover overhead and profits. Transportation of material is deemed to be included in overhead and profits and will not be allowed to charge separately.

39.0 Sub Contracting

Contractor shall not sub-let any work without the consent / permission of the Owner/Consultant. The Main Contractor may if required, at the discretion of the Owners & Consultants and with prior approval from the same, sublet the works only to the Contractors Empanelled with Bank of Maharashtra and who are capable of undertaking such a magnitude of work and reputed in their discipline.

40.0 Water Supply

The contractor shall make its own arrangement of water required for the works at site and nothing extra shall be paid for the same. This shall be subject to the following conditions

- i. That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect
- ii. The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect is unsatisfactory.
- iii. If water is provided by the Bank at site, then charges shall be deducted from the contractor's bills @ 0.5% of actual project value.
- iv. The contractor shall include in his rates all charges for water whether provided

by Bank or provided by the contractor.

41.0 Power supply

The Bank shall supply the Power & emergency power back up at one point for the works at site on chargeable basis @ 0.5% of actual project value which shall be deducted from the contractor's bills.

42.0 Treasure troves etc

Any treasure trove, coin, or object antique which may be found on the site shall be the property of the Bank and shall be handed over to the Bank immediately.

43.0 Method of Measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the IS and in conformity of the terms and conditions of this contract and subject to the approval of the Architect. In the event any dispute/ disagreement the decision of the Architect shall be final and binding on the contractor.

44.0 Maintenance of Registers

The contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of the Bank/ Architect whenever desired by them. The contractor shall also maintain the records/ registers as required by the local authorities / GOVT. from time to time and more specifically the following:

- i. Register for hindrance to work
- ii. Register for labours
- iii. Site Instruction Book
- iv. Material Testing log

45.0 Price Variation / Escalation

The contract rates shall be firm and shall not be subject to fluctuation in the cost of materials, labour, transport, rate of exchange, taxation & introduction of any new taxes, duties, levies etc whatsoever till completion of work including the extension of time thereto.

46.0 Force majeure

46.1 Neither contractor nor the Bank shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not limited to War, hostilities revolution, riots, civil commotion, lockout, conflagrations, epidemics, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected prevented or delayed. However a notice is required to be given within 30days from

the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

46.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

46.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

46.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 2 months or more, the two parties shall each other to decide regarding the future execution of this agreement.

47.0 Local laws, Acts, Regulations

The contractor shall strictly adhere to all preventing labour laws inclusive of contract labour (regulation and abolition) act of 1970 and other safety regulations, premium payments and shall abide with all the terms & conditions of the said Acts in toto. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i. Minimum wages Act 1948 (amended)
- ii. Payment of wages Act 1936 (amended)
- iii. Workmen's compensation Act 1923 (amended)
- iv. Contract labour regulation and abolition act 1970 and central rules 1971 (amended)
- v. Apprentice Act 1961 (amended)
- vi. Industrial employment (standing order) Act 1946 (amendment)
- vii. Personal injuries (compensation insurance) act 1963 and any other modifications
- viii. Employee's State Insurance Act & Employees Provident Fund Act and misc provision act 1952 and amendment thereof
- ix. Bombay Shop and establishment act 1948.
- x. Any other act or enactment relating thereto and rules framed there under from time to time.
- xi. Factories Act 1948
- xii. Child labour (Prohibition and Regulation) Act 1986
- xiii. The Building and Other Construction workers (Regulation of Employment and

Conditions of Service) Act 1996 and the Cess Act of 1996 and such other as may be made applicable.

The contractor hereby indemnifies the Bank against any penalty / loss suffered by the bank due to non – compliance of any of the labour law regulations including but not limited to regulations mentioned above.

48.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect. The contractor shall also report such accident immediately to the competent authority and take appropriate actions thereof.

49.0 Deduction for uncorrected work

If the **Bank/Architect** deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.

50.0 Payments withheld

The **BANK / ARCHITECT** may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the **Bank / ARCHITECT** from loss on account of :

- a) Defective work not remedied.
- b) Failure of the **Contractor** to make payments properly due for materials or labour and/or to other Sub-Contractors
- c) Damage incurred on the Works of other contractors on account of breach of contract, default, negligence, errors and/or omissions of the Contractor in the performance of its Works.
- d) Non adherence of Safety, Health & Environment norms as specified
- e) When the above grounds are removed or rectified within the time limit as instructed by the Bank / ARCHITECT, payment shall be made for amounts withheld because of them.

51.0 Liens

The **Contractor** represents that the work called for under this contract shall be performed, finished and delivered to the Bank free from all claims, liens and charges of any kind within the spirit of this contract.

52.0 Corrupt Practices

No representative of the Bank / Architect or any one directly or indirectly involved in this Works shall be offered by the **Contractor** or any of his Sub Contractor, directly or indirectly, any benefit, fee, commission, dividend, gift or consideration of any kind in connection with the services and will not at any time offer gratuities or merchandise

cash services or other inducement. The Contractor is aware of and familiar with the existence, provisions and purposes of the Anti-Bribery laws described below:
The prevention of corruption Act of 1998 (Indian Law) of the Indian penal code and the Foreign contribution (Regulation) Act of India (1976).

53.0 Environmental laws

The Contractor shall be solely liable for any breach of the applicable Laws including the Environmental Laws in relation to the Work to be undertaken under the Contract Document.

54.0 Miscellaneous

54.1 Further Assurance

From time to time, as and when requested by either Party hereto, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated under the Contract Documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of the Contract Documents.

54.2 Amendments

The Contract Documents may be amended or modified, and any of the terms hereof may be waived, only by a written instrument duly executed by the Bank. No waiver by the Bank of any term or condition contained of the Contract Documents, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of the Contract Documents on any future occasion.

54.3 Notices

All notices, demands or requests or other communication required or permitted under the Contract Documents shall be written in English, and shall be made by hand delivery, registered post, facsimile transmission, certified mail, Federal Express or a similarly internationally recognized overnight courier service or facsimile, to the other Parties at the address provided as follows:

If to the Bank: The Assistant General Manager,
Address: 1st Floor, Bank of Maharashtra,
Corporate Services Department,
Head Office, Lokmangal, 1501,
Shivaji Nagar, Pune-411005.

If to the Contractor:

Address:
Telephone: Fax:
Email:

54.4 Governing Law and Jurisdiction

The Contract Documents shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Pune, India shall have jurisdiction over all matters arising out of or relating to the Contract Documents.

55.0 Guarantee / Warrantee

Besides guarantees required elsewhere, the Contractor shall guarantee the work in general for one years as noted under these Conditions. All required guarantees /warrantee certificates of manufacturer/ vendor for all the materials, Equipment used in execution of the Works shall be submitted in Original copy to the Bank / Architect by the Contractor after the completion of the subject Item of works and/or before certification of Running Account Bill for payment by the Bank/Architect.

56.0 Relationship between Contractor and the Bank.

There shall be to principal agent relationship between the Bank and the contractor. At no point contractor shall represent itself as the agent of the Bank. The contractor shall work as an "independent contractor".

SECTION VII

SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of works

The scope of work is to carry out “Proposed Work for Refurbishment of Compound Wall for Lokmangal Building, Pune”.

2.0 Address of Site

The proposed work is to be carried out at **Bank of Maharashtra, Lokmangal Building Shivaji Nagar, Pune.**

3.0 Dimensions & levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and shall be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect before proceeding with the work.

4.0 Notice of operation

The contractor shall not carry out any important operation without the consent in writing from the Architect.

5.0 Construction records

The contractor shall keep and provide to the Architect full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Safety of adjacent structure

The contractor shall provide and erect to the approval of the Architect such supports as may be required to protect effectively all structures which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect structure.

7.0 Temporary works

No temporary works shall be allowed to be carried out on site.

8.0 Temporary sheds

The contractor shall provide temporary sheds, site office & godowns for his own use at no extra cost and as directed at the designated location by the Bank. The

contractor shall also responsible for proper maintenance of these temporary sheds. The laying and maintaining the temporary sheds within the site area shall be the contractor's responsibility and the contractor shall take such measures that are necessary and as directed by the Bank.

9.0 Water, Power and Other facilities

- a) The rate quoted by the contractor shall include all expenses that are required for providing all the water required for the works and the contractor shall make its own arrangements for the supply of the good quality water suitable for the construction and good quality drinking water for the workers. If necessary the contractor has to bring water by means of tankers at its own cost for the purpose. The bank will not be liable to pay any charges in connection with the above. If water is provided by the Bank at site, then charges shall be deducted from the contractor's bills @ 0.5% of actual project value.
- b) The Bank shall supply the Power & emergency power back up at one point for the works at site on chargeable basis. The rate quoted in the tender shall include the expenses for the power supply & distribution system; charges for power shall be deducted from contractor's bills @ 0.5% of contract value.
- c) The contractors for other trades directly appointed by the Bank shall be entitled to take power and water connections from the temporary water & power supply obtained by the contractor, however the concerned contractor shall make their own arrangement to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them.
- d) The Bank as well as the Architect shall give all possible assistance to the contractors to obtain the requisite permissions from the various authorities, but the responsibility for obtaining the same in time shall be of contractor.

10.0 Contractors Site Management:

a) Site Management:

The **Contractor** shall constantly keep on his work, during its progress, qualified and competent minimum 1 No of Project Engineer under the overall in charge of the Project Manager who will be responsible for the carrying out of the works to the true meaning of the Drawings, Specifications and Schedule of the Quantities, the **Bank / Architect's** instructions and directions to the satisfaction of the **BANK / ARCHITECT**. Any directions or instructions given to him by the **BANK / ARCHITECT** shall be deemed to have been issued to the **Contractor**. Attention is called to the importance of requesting instructions from the **BANK / ARCHITECT** before undertaking any work where **Bank / Architect's** directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed.

The deployment of the staff / person shall be subject to interview and written approval by **Bank/ Architect** .The same shall be arranged within 7days of issue of the work order / Confirmation letter to the **CONTRACTOR**.

If it is found by the Bank / Architect that any staff deployed by the contractor for the subject works is deficient, the Contractor shall replace and substitute the same with prompt response without causing any delays in the Works.

b) Equipment:

The **Contractor** shall provide sufficient number of constructional machinery of approved capacity for the construction of the works.

c) The contractor shall provide and maintain all necessary offices, workshops, stores, sanitary facilities and other temporary structures in connection with the work at the site at its own cost after getting the approvals from the Architect.

d) A site office assistance / effort for the use of the bank/ Architect shall be provided by the contractor at its own cost.

e) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any other earlier date as directed by the Architect.

f) All expenses for obtaining statutory approval and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is the responsibility of the contractor to obtain the statutory approvals for providing the above facilities.

g) Watchmen:

The **Contractor** shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of equipment, material and labour. The **Contractor** shall extend the security arrangements to guard the material stored and/or fixed on the premises by the Sub-Contractors.

h) Sanitary Conveniences:

The **Contractor** shall provide and make necessary sanitary convenience for the Site staff and the workmen maintain the same in a clean orderly and hygienic condition.

i) House Keeping:

The **Contractor** shall be required to maintain the site, works and surroundings in a neat and orderly manner, free of accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment, cleaning of the site at all levels inside and outside, removal of unwanted materials, packing cases etc., shall be undertaken at least once on daily basis. The **Contractor** shall nominate the Safety Officer to be responsible for housekeeping. Unwanted material and debris shall be carted away

from site.

The **Contractor** must allow for providing sufficient quantity of rubbish chutes for the discharge of construction debris from the upper floors of the structure. The design construction and location of the rubbish chutes must be approved by the **BANK/ARCHITECT** and the **Contractor** shall adapt, modify the reposition of the rubbish chutes as and when necessary to the entire satisfaction of the **BANK/ARCHITECT**.

The **Contractor** is also required to undertake all necessary precautionary measures to ensure that the discharge of rubbish and superfluous materials from rubbish chutes do not cause any nuisance to the neighboring premises.

The Contractor must ensure, prior to handover, that the entire premises has been cleaned to the best hygienic standards and fit for habitation to the satisfaction of the Architect/ Bank. The Contractor shall not stack or store the material in the Fire Escape Route / Exit staircases. If it is found by the Architect / Bank that the Contractor's material stacked / stored at such places, The Bank/ Architect shall levy penalty charges for such non conformance. If the Contractor denies or does not pay such penalties, the same shall be recovered by the Bank / Architect from the monies due to the Contractor.

j) Site Building Premises and Adjoining structures:

The Contractor's attention is drawn to the existing adjacent structure to site within Premises. Care must be taken to ensure that no vibrations or other disturbances shall affect the structures during course of work. The Contractor shall ensure that the security of structures located nearby is not lessened due to work activities and take measures to prevent trespass from adjoining properties.

Should there be any danger of possible damage to adjacent premises or structures during the execution of the works, the Contractor must inform the architects or BOM and agree with them on the measures he would adopt to strengthen, support and make such constant checks on the structural soundness of neighboring properties and to take necessary protective measures.

Any damage or other disturbances caused to the adjacent premises, common spaces, adjoining buildings and structures during the course of the Works and not covered by insurance policies shall be the sole responsibility of the Contractor who will have to make good all such damages to the satisfaction of the Architects / Bank and pay for any compensation claimed, at his own cost.

Noise, vibration, dust or any other interference to the adjacent premises must be reduced to the minimum. The Contractor shall as and when required by the

BANK/ARCHITECT install all necessary measures without additional cost for mitigation of noise, vibration dust, etc.

As the building / complex is very sensitive the work to be conducted should be in such a manner that the live cables which are buried and otherwise will not be damaged under any circumstances.

k) Sub- Agencies / Sub Contractor:

The Contractor shall submit the details of all such sub agencies or sub contractor that are required for the proposed execution of the project works.

Contractor shall in writing & in advance submit the request for sub-agencies /sub-contractors to the Architect. Upon receipt of such requests, the Architect shall submit his recommendations to the bank for necessary approval / rejection. Upon receipt of concurrence by the Bank/Architect, the contractor needs to proceed accordingly in the matter.

l) Site Progress Report:

The Contractor shall submit the Weekly, Monthly Progress report in format duly approved by the Architect / Bank. The Contractor shall put up zone wise plan and reflected ceiling plan drawings mounted on the plywood at scale of 1:100 as directed by the Architect for easy reference. The Contractor shall also keep the complete drawings set of full size prints at Site and produce the same for discussion as and when required and instructed by the Bank / Architect.

11.0 Facilities for contractor's employees The contractor shall make its own arrangement for on-site drinking water facilities.

12.0 Lighting of works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision of work.

13.0 Fire Fighting arrangement

- i) The contractor shall provide suitable arrangement for the fire fighting at its own cost. For this purpose the contractor shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at its own cost. The contractor shall make the following arrangement at its own cost but not limited to the following:
 - a) Proper handling, storage and disposal of combustible materials and waste.

- b) Work operation which can create fire hazards
- c) Access for firefighting equipment
- d) Type, size, number and location of fire extinguisher or other firefighting equipment
- e) General house keeping

14.0 Site Instructions book

A site instructions book in triplicate shall be maintained by the Contractor at site for the purpose of quick communication between the Bank / Architect. Any communication relating to the works may be conveyed through records in the site order book. Such communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site instructions book shall have machine numbered pages in triplicates and shall be carefully maintained and preserved by the contractor and shall be made available to the architect as and when demanded. Any instruction which the architect may like to issue to the contractor or the contractor may like to bring to the Architect two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for the record.

15.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute an authorized senior representative such as Proprietor / Partners / Directors of the firm to attend the site meetings along with the site representative and other staff of approved sub contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meeting shall be held if required by the Architect. The site meetings shall be held once or twice every week on the pre-decided day and time, post award of the work & as directed by Architect from time to time.

16.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work at site and deposit the same at dumping grounds approved by statutory authorities. It is the responsibility of contractor to ensure proper debris dumping procedures at all times.

17.0 Contractor to verify site measurement

The contractor shall check and verify all site measurement with respect to the Contract Drawings issued by the Architect. Based on this verification, the contractor shall prepare all the necessary Shop Drawings with all details required to execute and submit the same for the approval of the Architect with sufficient promptness to avoid delay in the works.

18.0 Displaying the name of works

The contractor shall put up a name board of suitable size as directed by the Architect

indicating there in the name of the project and other details as given by the Architect at its own cost and remove the same on completion of the project works.

19.0 Shop drawings & As-built drawings

i It shall be the responsibility of the Contractor to prepare and furnish all the applicable and relevant shop drawings, design calculations, design basis reports & other details sought for the various items of works as indicated in the bill of quantities and in line with the tender technical specifications, BOQ and National building codes. No extra claim whatsoever on account of multiple revisions in the said shop drawings, duly suggested by the Architects or Bank shall be entertained and the contractor shall prepare and furnish all the shop drawings as indicated by the Architect and the Bank including amendments and revisions upto the time of finalization and approval of the drawings by the Architects. The said shop drawings & details could be got prepared through the manufacturer / OEM / supplier or vendor of the applicable material or item of work of the tender.

ii. For the drawings issued to the contractor by the Architect , the Architect will issue 2 sets of drawings to the contractor for the items for which some changes have been made. From the approved drawings as instructed by the Bank/ Architect. The contractor shall make the changes made on these copies and return these copies to the Architect for approval. In case any revision is required or the corrections are not properly marked the Architect will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to the discrepancies either on the copies as directed by the architect and resubmit to for approval. The Architect will return one copy to the contractor which is duly approved.

iii Of the drawings prepared by the contractor The contractor shall modify the drawing(s) prepared by him wherever the changes are made by the Bank/ Architect, and submit two copies of such modified drawings to the Architect for approval. The Architect will return one copy of the approved drawings to the contractor.

20.0 Approved make & Mock Ups

The contractor shall provide all materials from the list of approved makes at its own cost and also appoint the specialized agency for the waterproofing, anti termite, Aluminium doors and windows and any other item as specified in the tender. The Architect may approve any make/agency within the approved list as given in the tender after inspection of the sample / mockup.

The Contractor shall make 2 Mock up rooms in plywood / relevant materials, duly finished or as directed by Bank / Architect, during the progress of the work at no extra cost to the Bank.

The Bank / Architect shall not entertain any extension of time or additional cost claim from the Contractor for any samples / Mock up. The Contractor shall include in its rate

all such charges for the Mockup.

21.0 Procurement of materials

The contractor shall make its own arrangement to procure all the required materials for the works. All wastages and losses in weight shall be the contractor's account. The Contractor shall submit the Original copies of Bill Receipts, Challan, Bill invoices of all the Materials procured for the subject project works / Item along with Running Account Bill as requested / directed by the Architect/Bank. The Contractor shall submit such Bill receipts / Challan for minimum 4 major Items of the particular works as demanded by the Architect. The Architect shall certify the running account bill on production of satisfactory supporting document as mentioned. In case of the supporting document submitted by the Contractor, in the opinion of the Architect are found not satisfactory, then the Architect shall hold the subject payment for the certification till the Contractor submits the proper supporting documents.

22.0 Excise Duty, Taxes, Levies etc

The contractor shall pay and be responsible of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract, VAT, Service tax, GST, excise duty and octroi, payable in respect of materials, equipment, plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the Bank shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees levies etc if any, till completion of the works shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or cess or royalty or octroi is imposed under statute or law during the currency of the contract the same shall be borne by the contractor. Any penalty if imposed on the Bank for non - payment of such taxes or duties shall be paid by the contractor.

23.0 RATES TO INCLUDE:

While quoting their rates the tenderer should include the following if otherwise not stated herein before.

- a) Necessary cost of taking samples of materials supplied by them for construction including cement and steel, wood/tiles etc., testing of the same at Govt.'s / approved laboratory including transportation, cost of the samples, as and when required and as instructed.
- b) Submission of test reports of other materials as may be specified by Architects or Bank's Engineer.
- c) Taxes such as VAT, WCT, Sales Tax, GST, Service Tax, Excise, Profession Tax, CESS, Insurance duties & premiums, ESI, EPF, labour charges, Approval charges etc

24.0 LABOUR HUTMENTS:

Shelter or stay for the laborers has to be arranged by the contractor at his own expense and responsibility. Under no circumstances, the contractors workforce or labourers will be allowed to stay at the site at any point of the contract. It would be the responsibility of the contractor to provide for temporary toilet & hygiene facilities to the workforce / laborers till the time of completion of the project and no extra claim whatsoever will be entertained.

Making any cut-out / opening for electrical wiring / fittings wherever instructed shall be the responsibility of the contractor and shall not be paid extra.

Method of measurement will be as per technical specifications. In case the specifications are silent, then IS 1200 shall be followed Consultant's decision will be final and binding on the contractor regarding method/mode of measurement.

The owner will not agree to escalation in the rates quoted under and circumstances and no claims on this account for whatsoever reason will be entertained at any stage.

The quantities given in the schedule of quantities are approximate. The contractor shall bear in mind the nature of job and note carefully that quantities can vary to any extent. Also some items may be deleted. No claims will be entertained on increased/decrease/deletion of quantities to any extent.

Contractor shall not sub-let any work without the consent / permission of the Owner/Consultant.

Prior approval and sanction for rate from consultant shall be obtained for executing items, which are not covered in Bill of quantities and specifications read together. The rates for such extra items, if any, shall be derived on the basis of similar items in schedule of quantities. If any particular item is not similar in nature the rate shall be derived by actual labour, material cost and 15% thereof to cover overhead and profits. Transportation of material is deemed to be included in overhead and profits and will not be allowed to charge separately.

The Quoted rates shall be all inclusive and cover the cost of materials freight, all types of taxes, duties, levies, royalties, erection, construction, testing of materials, samples brought for approval, tools and tackles, plant and equipment, labour, scaffolding, supervision, overhead and profits and any other expenditure incurred for completion of work as per drawings/specifications and to the full satisfaction of Owner/Consultant. The taxes such as VAT, Service Tax, GST, Professional Tax, WCT, ESI, PF, Insurance charges & premiums etc and all the other taxes, levies, duties, Insurance cover etc should be inclusive in the quote and nothing extra would be paid over and above the quoted prices and rates. The quoted rates shall also include cost of lighting, security of contractor material and equipments.

25.0 SAFETY RULES & PRECAUTIONS WHILE WORKING

25.1 Contractor shall bear in mind that he will have to carry out certain part of the works inside occupied areas. He shall take utmost care to see that:-

1. Working areas to be kept clean & free from any encumbrances.
2. Interior decoration/furniture or any other property of Owner/ Occupier is not damaged.
3. No inconvenience/nuisance is caused.
4. Plastic sheets are spread on floor to save them from staining.
5. Hessian Cloth curtain are hanged over scaffolding.
6. All types of windows, doors & openings shall be covered with plywood (4mm thick) temporarily during the course of works & later removed including cleaning the areas damaged.
7. Temporary partitions made out of Approved quality of Plastic sheet shall be provided to stop the dust transfer due to repairs work, as per the instructions of consultant.
8. All the staff working at site shall wear safety helmets, goggles, gloves, shoes etc.
9. No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs will be used and wiring / cabling clamped. At no point of time, electrical wires, cables or any gadgets shall be observed loose & free. All electrical wires, cables & gadgets shall be properly clamped, secured & all dangerous connections removed & replaced with new proper IS marked wires & cables during the course of work or at the time of providing temporary connections for any area of the work.
10. Fire fighting portable extinguishers shall be used and located at appropriate locations.
11. All staff working at heights will use safety belts and standard platforms.
12. Inflammable materials like petrol, kerosene, wax etc will not be allowed to be stored at site stores.
13. Welding mechanics and electricians will wear suitable type of gloves, canvas shoes & suitable type of protection.
14. Personal protecting equipment like ear Muffler, Goggles, Gloves, Safety Belt, Safety helmet, Rubber shoes etc should be used by the workforce and be made available to the workforce by the contractor.
15. All scaffolding shall be double pole steel scaffold.
16. Contractor to ensure that all the equipments, tools brought on site will be in safe condition, have recently been checked and all the personnel using the equipment and tools have been trained in their safe use.
17. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

(Quoted rates shall include the cost as above-mentioned operations in item nos. 1 to 6 above and no extra cost shall be paid for the same. It may be noted that the medical treatment for the injured contractor's personnel in case of an accident if any

on site during the progress of the work shall be entirely the responsibility of the contractor.)

26.0 DAMAGES & LIABILITIES OF THE CONTRACTOR

24.1 Cost of replacement / repair of any damage that might occur to any property during the progress of the work on site due to negligence or fault or willful acts on part of contractor or his workers shall be recovered from any moneys due to contractor.

Contractor shall replace all the broken glasses, damage to properties, life, vehicles, all structures, which break or gets damaged during the progress of work due to falling debris etc. Quoted rates shall be inclusive of such replacement cost and no separate payment shall be made for the same.

Contractor shall be responsible for making good to the satisfaction of the owner any loss of article, any damage to the structures, vehicles, life and properties etc belonging to the owner or being executed or procured or being procured by the owner or of any agencies within the premises of all works of the owner during the progress of the work if such loss or damage is due to fault and / or the negligence or willful acts of omission of the contractor, his employees, representatives or sub-contractor if any.

27.0 DISPOSAL OF DEBRIS

27.1 The contractor shall be responsible for disposing the debris outside Owner's premises on day to day basis & for any lead & lift & at the designated Municipal dumping area. He shall not dump the same on roads/garbage dumps in the area. He shall attend to disputes arises from improper disposing. The contractor shall also ensure that after finishing every days work, the place shall be kept clean, free of debris especially inside areas, or in the corridors, open yards, stair cases such that occupants are not inconvenienced. Fumigation shall be carried out periodically to ensure mosquito free zones & especially near water storage & debris areas.

28.0 WORKING AT HEIGHTS

28.1 The rates quoted shall be valid for working at any heights and depths. No extra payments shall be made for metal scaffolding, safety gadgets, staging, ladders etc for transportations of labour and material to higher or lower level.

29.0 MEASUREMENT:

Before taking any measurement of any work the contractor shall give reasonable notice to the consultant or the representatives of the Employer or the site engineer if any, and measurements particularly concealable in nature shall be jointly taken and recorded and such statement of measurement shall be enclosed along with the bill or running bills. In the event of such measurement taken directly by the contractor the details shall be recorded and routes be marked for inspection of the consultant or engineer-in-charge.

Any deviation or discrepancies observed by the engineer-in-charge or the consultant shall be brought to the notice of the contractor or their representatives and during such inspection and measurement if the contractor fails to be present the certification of the engineer- in-charge or the consultant shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

30.0 Scaffolding

30.1 No holes shall be made in the walls or slab to support access scaffolding. Contractor shall erect only double steel scaffolding, which would be permitted. He will be allowed to take lateral support by fixing expansion anchor bolts in the structure. Scaffolding of any other material will not be allowed under any circumstances. During the course of works on site, necessary temporary supporting arrangements such as Props, ties, bracings etc shall be provided wherever directed & necessary at the instructions of the Architects. Jute Kintan shall be provided from the external side of the scaffold to avoid dust nuisance & flying particles. Warning signs to be provided at the important designated areas & spaces. Scaffolding shall be independent without damaging the brick work or structure in general.

31.0 Indemnification

31.1 The Contractor shall indemnify owner against any liability, directly or third party, in case of an accident during the execution of work.

32.0 Guarantee

32.1 Contractor shall guarantee works wherever so specified in the format given below on 20 rupees stamp paper.
Format for Guarantee

APPENDIX - 'A'

Schedule of Contractor's Site Management Staff:

Tenderers must enter below the name, qualifications and experience for the following mandatory positions (full time site personnel) in the proposed format.

Mandatory requirements are atleast 1 Full time Project Manager / Engineer in charge during the course of execution of works on site. Atleast 1 Site Engineer, working as sub-ordinate to the Project Manager in charge, working as assistant for the project. Only Site Engineers having minimum of 10 years experience & expertise in Civil Construction works & Building Construction projects with thorough knowledge of latest methodologies & special technologies would be allowed for deputation on site by the bank.

Site supervisors with adequate experience to carry out his/ her respective responsibilities to the satisfaction of Bank/ Architect.

The contractor shall note that he will be required to deploy the additional adequate numbers of Key Staff at site, for following activities to execute the Project works as per agreed schedule & to the satisfaction of the Bank/Architect. No extra payment shall be made to carrying out these activities.

- B1) Site Safety, Health, Housekeeping Engineering
- B2) Site Security Person
- B3) Accountant cum Administrative staff

APPENDIX 'B'

SAFETY CODE – PLEASE ALSO REFER ADDITIONAL / SPECIAL SAFETY MEASURES ENCLOSED SEPERATELY.

- 1.First aid appliances including adequate supply of sterilized dressing and cotton wool be kept in a readily accessible place.
- 2.An injured person shall be taken to a public hospital without loss of time , in cases the injury necessities hospitalization.
- 3.Suitable and double strong metal scaffolds should be provided for workmen for all works that can safely be done from ground.
4. No portable single ladder shall be over 8metres in length. the width between the rails shall not be less than 30cm (clear) and the distance between two adjacent shall not be more than 30 cm . when the ladder is used an extra mazdoor shall be engaged for holding ladder.
- 5.No floor, roof or other part of the site premises shall so overloaded with debris or material as to render it unsafe.
- 6.Workers engaged in the welding works shall be provided with welders protective eye shield and gloves.
- 7.No paint containing lead or lead products shall be used suitable facemasks should be supplied or use by the workers when paint is applied in the form of spray.
- 8.Hoisting machines and tackles used in the works, including their attachments, anchorage and supports shall be in perfect condition.
9. The ropes used in hoisting or lower in martial or as a means of suspension shall be durable quality and adequate strength and free form defects.

APPENDIX 'C'

CLAUSE OF GCC - CONTRACTORS LIABILITY AND INSURANCE SUMMARY

Sr. No.	Nature and scope of Insurance risk policy of	Value of insurance	Validity Period	Name of the insurer
1	Loss of damage to works or any part thereof materials at site from any cause whatsoever and all	100 % of the Contract Value	The Policy should be valid till the expiry of defects liability period.	The policy should be in the joint name of Bank of Maharashtra & the Contractor
2	Damages , loss, or injury to any property of the bank, architect, or consultant to any person including for his agents and servants	100 % of the Contract Value	The policy shall be valid till expiry of defect liability period.	The policy shall be in Joint name of Bank of Maharashtra and the Contractor
3	Claims under the workmen's compensation act 1923 / ESI / EPF / Labour charges	As per Gov. rules	The policy shall be valid till expiry of Defect liability period	The Policy shall be in the name of Bank of Maharashtra and the

Note 1

The insured amount for policy under sr.no1 above may be obtained through Nationalized insurance company as follows:

- A)** At the time of commencement of the work 100% of contracted value valid for 4months or the project completion period whichever is higher
- B)** This will be further extended to cover the Defects liability period and submitted to the Bank prior to the Virtual Completion.

Note 2

The insurance policies for sr.2 & 3 should be obtained in joints name of the Bank and the contractors at the time of commencement of the work and the same should be valid throughout the tenure of the contract including 12 months defect liability period.

Note 3

The Contractor shall take car policy to cover all risk whatsoever. The tenderer, apart from being a competent contractor, must associate himself with the agencies of appropriate class who are eligible to tender for (I). Electrical (ii) Air conditioning (iii) Horticulture (iv) Fire Safety works (v) Interior Works. (vi) Furniture supplier etc.

SECTION –VIII

ADDITIONAL IMPORTANT TERMS & CONDITIONS OF THE TENDER

1. CONTRACTOR TO VISIT SITE:

Each tenderer must before submitting his tender, visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to specifications before submitting the quotations. No extra regarding non-availability of materials or charges in the price will be entertained or extra allowed on that account.

2. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The contractor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of any local authority, and of any water, lighting and other companies or authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the architect's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming with the provisions, regulations or bylaws in questions.

The contractor shall bring to the attention of the architect all notices required by the said acts, regulations or bylaws to be given to any authority, and pay to such authority or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the architect / employer.

The contractor shall identify the employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, unless he has informed the architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

3. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of the quantities are intend to cover the entire remaining work for completion of the structure indicated in the drawings but the employer reserves the right to execute any excess thereof without assigning any reason therefore.

4. NOTICES AND STATUTORY REGULATIONS:

The contractor shall give all notices and pay all fees and shall comply all acts and regulations for the successful completion of the contract works. The whole of the work including sanitation and electrical is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labor (regulation and abolition) act 1970.

5. SCHEDULE OF QUANTITIES & SUFFICIENCY OF SCHEDULE OF QUANTITIES:

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the architects shall be considered to be approximate and no liability shall attach to the architect for any error may be discovered therein. The employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. The contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and /or the schedule of rates and prices, which rates and prices shall cover all things necessary for the completion of the works.

6. OTHER PERSONS ENGAGED BY THE EMPLOYER:

The employer reserves the right to use the premises and may portions of the site for the execution of any work not included in the contract which he may desires to have carried out by other persons, and the contractors is to allow all reasonable facilities for the execution such work, but is not required to provide any plant or materials for the execution of such work, except by special arrangement with the employer. (Such work shall be carried out in such a manner as not to impede the progress of the works included in the contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work)

7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The Contractor Shall Provide Everything Necessary For The Proper Execution Of Works According To The True Intent And Meaning Of The Drawings, Specifications And Schedule of quantities taken together whether the same may or may not be particularly shown or described there in provided that the same can be referred there from and if the contractor finds any discrepancy in the drawings or between the drawings, specifications and schedule of quantities, he shall immediately refer the same in writing to the architect, who shall decide which shall be followed and his decisions shall be final and binding on all parties. The contractor shall supply, fix and maintain at his cost, during the execution of any works, all the necessary centering, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as day required not only for the proper execution and protection for the said works, but also for the streets, collars, vaults,

pavements, walls hoses, buildings and all their erections matters or things. The contractor shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, shoring etc as fully reinstate at his own cost and make good all the matters and thins disturbed during the execution of the works to the satisfaction of the architects.

8. TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART:

The contractor shall be allowed admittance to the site on the 'date of commencement' stated in the appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with the complete the same (except such painting or other decorative work as the architect may desire to delay). On or before the 'day of completion' stated in the appendix subject nevertheless the provision for extension of time hereinafter contained. If in the opinion of the architect the works be delayed:

a. By force major or b. By reason of any exceptionally inclement weather or c. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the contractor's won default or d. By the works or delays of the contractors tradesmen engaged or nominated by the employer / architect and not referred in the schedule of quantities and / or specifications or e. By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or

By reason of the architect's instructions, or In consequence of the contractor not having in due time, necessary instructions from the architect for which he shall have specifically applied in writing ahead of time, giving the architect reasonable time to prepare such instructions, the architects shall make a fair and reasonable extension of time for completion of the contract works

In case of such strike or lock-out, the contractor shall as soon as possible, give written notice thereof the architect, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the architect to proceed with the work.

The contractor on starting the works shall furnish to the employer / architect a PERT/ CPM programme for carrying out the work stage in the stipulated time for the approval of architect /employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of construction work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by architect a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, quality of cement used, place, type, and quantity of work done during the period.

The contractor must inform the architect within 10 days in advance of all drawings and details required by him from time to time. The contractor shall adhere to the approved program and arrange for the materials and labour etc accordingly.

Despite repeated instructions, of the contractor fails to show proportionate progress of the work, the architect / employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

9. TOOLS STORAGE OF MATERIALS PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS:

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

All drawings maintain 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 ravage of termites, ants and other insects.

The contractor shall provide a suitable temporary but for the watchman and clear away the same when no longer required and to provide all necessary attention, 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 and 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. Use for 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- malaria measures.

10. 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 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, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

11. STORAGE OF MATERIALS:

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials and other work that may be executed on the site

including the tools and materials of sub-contractors and remove same on completion. Sheds for storage are to have pucca floor raised above the ground.

12. TOOLS:

Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of the contract as instructed by the site engineer.

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

The masons and the supervisors on the works shall carry with them always 1.0m or 2.0m steel tape, a measuring tape of 30.0m, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The site engineer will use any or all-measuring instruments or tools belonging to the contractors 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 plant etc by sub-contractors for their works.

13. CLEARING SITE AND SETTING OUT WORK:

The site shown on the plan shall be cleared of all constructions, loose stone, and materials rubbish of all kinds. All hold or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled-up with earth well rammed and leveled off as directed at the contractor's own cost.

The contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the architect. The contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels dimensions and alignment of all parts thereof. If at any time error shall appear during the progress or on completion of any part of the work, the contractor shall at his cost rectify such error if called upon to the satisfaction of the architects and employer. The work shall from time to time inspected by the architect and / or his representatives, but such inspection shall not exonerate the contractor in any way from his obligations to remedy defects at his own cost which may be found to exist at any stage of the work or after the same is completed.

The contractor shall clear the site of works as per the architect. The site of works shall be cleared of all men, materials, sheds, huts etc belonging to the contractor. The site shall be delivered in a clean neat condition as required by architect within a period of one week after job is completed. In case of failure by the contractor, employer, under advice of the architect have the right to get the site cleared to his satisfaction at the risk and cost of the contractor.

14. DATUM:

The average ground level will be considered as the crown of the nearest the road, which should be taken as 'datum' which is however, subject to final confirmation by the architect / employer. All levels shown in the drawings are to be strictly adhered to.

15. BENCHES:

The contractor shall construct and maintain proper benches at different places at site as required and directed by the architect to that lines and levels can be checked accurately at all times during the progress of work. In case benches are disturbed for any reason 'whatsoever' necessary rectification will be carried out by the contractor at his cost as directed by the architect / employer.

16. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATERIALS:

All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface, but shall be at once carried out away by the contractor to some pits or place provided by him and shall be disposed off as per the rules and regulations of the local authorities concerned. The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of architect / employer for the purpose, until the building is handover to the employer. The accumulated to the satisfaction of the employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

17. ACCESS TO WORKS:

The architect, the employer and any person authorized by them shall at all reasonable times have free access to the works and to the workshops factories or other places where materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained. The contractor shall give every facility to the architect and the employer and their representatives if inspection and examination and test of the materials and workmanship. No person unless authorized by the architect or the employer, except the representatives of public authorities shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the architect / employer for doing so.

18. MATERIALS, WORKMANSHIP, SAMPLES TESTING OF MATERIALS:

All materials and workmanship shall, so far as procurable be of the respective kinds specified in the schedule of quantities and / or specifications and in accordance with the architect's instructions and the contractor shall be on the request if the architect's furnish to them all invoices, accounts receipts and other vouchers to prove that the

materials comply therewith. The contractor shall at his own cost arrange for and / or carry any test of any materials which the architect and employer may require.

19. TESTINGS:

The contractor shall as and when directed by the architect / employer arrange to test materials and / or proportions of the work at site or in any approved laboratory at his own cost in order to prove their soundness and efficiency. The contractor shall transport all the materials from site to the approved laboratory at own cost. The contractor shall carryout all the mandatory tests as per list attached, at the frequency stated therein. In case these tests are not carried out as per the frequency stated, then proportionate cost will be deducted from the contractor which will be worked out by the architect / client and shall be final and binding on him. Even after such test, any materials brought on site or incorporated in the works are found to be defective or unsound or not as per approved samples, the contractor shall remove the same and re-erect at his own cost.

20. REMOVAL OF IMPROPER WORK AND MATERIALS:

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

In view of correcting work not done in accordance with the contract, the architect / employer may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damage to the employer, as in his opinion may be reasonable.

No certificate, which may be given by architects, shall relieve the contractor from his liability in respect of unsound work or bad material.

21. EMPLOYER'S REPRESENTATIVE (SITE ENGINEER):

The employer may appoint a site engineer or clerk of works who shall be representative of the employer and also of the architect. The duties of the employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the contractor of any of his duties or obligations under the

contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the employer or any variation of or in the works.

The contractor shall afford the employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the employer's representative nor any assistant to the architect shall have power to revoke, alter enlarge or relax the requirements of this contract, or to sanction any day- work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the architect / employer.

The employer 's representative shall have to give notice to the contractor or his foreman about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the architect is obtained., the work will from time to time be examined by the architect or the employer's representative but such examinations shall not in any way exonerate the contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the contractor shall take instruction from the architect / employer.

22. DISMISSAL OF WORKMEN:

The contractor shall on the request by the architect / employer immediately dismiss from the works any person employed there who may, in the opinion of the architect / employer, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the architect / employer.

23. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC:

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage any arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, interalia, any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, streets, footpaths, bridges, or ways otherwise any damage caused to the buildings and works forming the subject of this contract, by frost or other inclement weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under the acts of governments or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

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

The contractor shall indemnify the employer against all claims which may be made against the employer, by any member of the public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until the end of defects liability period of the contract with an approved office, a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer on the signing of the contract. The contractor shall also indemnify the employer against all claims which may be made upon the employer whether under the workmen's compensation act or any other statute if force during the currency of this contract or at common law in respect of any employee of the contractor or of any sub-contract and shall at his own expense effect and maintain until the end of defects liability period of the contract, with an approved office a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time, during the currency of the contract. In default of the contractor insuring as provided above, the architect on behalf of the employer may so insure and may deduct the premium paid from money due or which may become due to the contractor.

The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract however, such damage shall be caused.

The contractor shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

The employer with the concurrence of the architect shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs charges and expenses arising or occurring from or in respect of such claims of damages from any sums due or to become due to the contractor.

24. CONTRACTOR'S ALL RISK POLICY (INSURANCE):

The contractor shall within 14 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insures generally provide cover in a contractor's all risk policy, with an insurer to be approved by the architects, in the joint names of the employer and contractor (the name of the former being placed first in the policy), progressively for the full amount of the contract, in three stages, beginning with 1/3 of the contract value, and for any further sum as called upon to do so by the architect, with the prior written consent of the employer, the premium of such further sum being allowed to the contractor as an authorized extra such policy shall cover the property of the employer only and architects and supervisors fees for assessing the claim and in connection with his services generally in re-instatement and shall not cover any

property of the contractor or of any sub-contractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the architects within twenty-one days of the date of commencement of the work unless otherwise instructed by the architects. In default of the contractor insuring as provided above, the employer or the architect on his behalf may insure and may deduct the premium paid from any money that may be due or that may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extensions of time for completion as recommended by the architect.

25. ACCOUNTS RECEIPTS AND VOUCHERS:

The contractor shall upon from the request of the architect / 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 that he is required under this 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 architect / 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.

26. MEASUREMENTS:

The architect may from time to time intimate the contractor that he requires the works measured and the contractor shall forthwith attend or send a qualified agent to assist architect or the architect's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements taken by the architect is approved by him shall be taken to be correct measurements. The measurements shall whenever not mentioned in the under, be taken in accordance with the Indian Standard Method of measurements of building works (i.s.1200-1958) and its revisions, if any.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

All authorized extra costs, omissions and all variations made without the architect's knowledge, if subsequently sanctioned by him in writing shall be included in such measurements. The contractor shall take joint measurements with the architect / employer's representative before covering up or otherwise placing beyond the reach

of measurement any item of work. Should the contractor neglect to do so, the same shall be uncovered at the contractor's expense or in default thereof. No payment or allowance shall be made for such work or the materials with which the same was executed.

27. PAYMENT:

All bills shall be prepared by the contractor in the form prescribed by architect / employers. Normally one interim bill shall be prepared each month subject to minimum value for interim certificates as stated in these documents. The bills in proper formats must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc.

The architect / employer shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the employer and the contractor shall be entitled to payment thereon within the period of honouring certificates named in these documents.

28. MATERIAL ADVANCE:

No material advance would be paid for any of the items.

29. VARIATIONS / DEVIATIONS:

The contractor shall when directed in writing by the architect, omit from or vary works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the contract without such authorizations or directions in writing from the architect / employer. No claim for extra shall be allowed unless it shall have been executed by the authority of the architect / employer as herein mentioned. Any such extra is hereinafter referred to as on authorize extra. No variations i.e. Additions, omissions or substitutions shall vitiate the contract. The prices of all such additional items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

30. SUBSTITUTIONS:

Should the contractor desired to workmanship, he / they must obtain the approval of the architect / employer in writing for any such substitutions well in advance. Materials designated in this specification indefinitely by such term as 'equal' or 'other approved' etc specific approval of the architect / employers has been obtained in writing.

31. PREPARATION OF BUILDING WORK FOR OCCUPATION AND USE ON COMPLETION:

The contractor shall handover possession to the employer of the completed works in stages as and when required and directed by the architect / employer.

The employer will take over the possession of completed works in stages as directed by the architect and defect liability period will commence only from the date of final handing over of all the works accordingly.

32. CONCEALED WORK:

The contractor shall give notice to the architect / employer whenever any work is to be buried in the earth, concrete or in the bodies of walls 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 architect / employer be either opened up for measurements 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 architect / employer shall be accepted as correct and binding on the contractor.

33. ESCALATION:

No escalation in any of the individual item rates / total contract value is permitted against delay of any sort. The assistant general manager, corporate services department, Bank Of Maharashtra, 1501, Lokmangal, Shivaji Nagar, Pune shall be the final authority for deciding the merits on the case of delays for the award of the escalations claim if to be considered in case if justified as no fault of the contractor.

34. TREASURE TROVE:

Should any treasure, fossils, minerals or works or act of antiquation interest be found during excavation or while carrying out the works, the same shall be the property of the employer. The contractor shall give immediate notice to the architect / employer of any such treasure and handover the same to the employer demand.

35. IDLE LABOUR:

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

36. SUSPENSION OF WORKS:

If the contractor, except on account of any legal restraint upon the employer preventing the continuance of the works, or on account of any of the causes mentioned in the clause 'extension of time' or in the case or certificate being withheld of not paid when due, shall suspend works or in the opinion of the architects, shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in the respects mentioned in clause 26 (removal of improper work and materials), the employer through the

architect shall have the power to give notice in writing to the contractor requiring that the works be provided within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the contractor upon which it is based. After such notice shall have given, the contractor shall not be liberty to remove from the site of works, or from any ground contiguous thereto, any plant or materials belonging to the him which shall have been placed thereon for the purpose of work, and the employer shall have lien upon such plants and materials to subsists from date of such notice being given until the notice shall not under complied with. Provided always that such lie shall not under any circumstance subsist after the expiration of 30 (thirty) days from the date of such notice given, unless the employer shall have entered upon and taken possession of the works and site as hereinafter provided.

If the contractor shall fail for seven days after such notice has given, to proceed with the works as therein prescribed, the employer may enter upon and take possession of the works and site, and of all such plants and materials thereon intended to be used for the works, and the employer shall retain and held a lien upon all such plants and materials until the work shall have been completed under powers hereinafter conferred upon him.

If the employer shall exercise the above power, he may engage any other person to complete the works and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the architects before the person appointed comes on to the works and the employer shall take such steps as in the opinion of the architect may reasonably necessary for completing the works, without undue delay or expenses using for that purpose the plant and materials above mention in so far as they are suitable and adopted to such use.

Upon the completion of the works, the architects shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completing the works by other persons.

Should the amount to certified as the expenses properly incurred be less than amount which should have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the employer, should the amount of the former exceed the latter, the difference shall be paid by the contractor to the employer. The employer shall not be liable to make any further payments or compensations to the contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payments as is included in the contract.

After the works shall have been completed by persons other than the contractor under provisions hereinbefore contained, the architect shall give notice to the contractor to remove his plant and all surplus materials as may not have been used in

the completion of the works from the site, if such plant and materials are not removed within a period of 14 days after the notice shall have been given the employer may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the contractor. The employer shall not be responsible for any loss sustained by the contractor from the sale of the plant in the event of the contractor not removing it after notice.

37. INDEBTEDNESS AND LIENS:

The contractor agrees to furnish the employer from time to time during the progress of the work as requested, verified statement showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the employer with satisfactory proof that there are no outstanding debts or liens in connections of the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractor or other and shall fail to pay discharge same with five (5) days after demand, then the employer may withhold any money due to the contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

38. TERMINATION OF CONTRACT BY THE EMPLOYER:

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass on effective resolution for winding up voluntary or subject to the supervision of the court and if the official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the architect that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the architect.

OR if the contractor (whether an individual, firm or incorporated co.) Shall suffer execution to be issued.

OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

OR shall assign or subject this contract without the consent in writing of the architects / employer first obtained.

OR shall charge or encumber this contract or any payments due or which may be due to the contract there under.

OR the architect shall certify in writing to the employer that the contractor

A. Has abandoned the contract, or B. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the architect written notice to protect, or C. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or D. Has failed to remove materials from the site or to pull down and replace

work for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or E. Has neglected persistently to observed and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for 7 days after written notice shall have been requiring him to observe and perform the same, or F. Has to the determinant of good workman ship or in defiance of the architect's instructions to the contrary sublet any part of the contract.

Then And In Any Of The Said Cases The Employer With The Written Consent Of The Architect May Not Withstanding Any Previous Waiver, After Giving 7 Days' Notice In Written To The Contractor, Determine The Contract, But Without Hereby Affecting The Powers Of The Architect To Continue In Force As Full As If The Contract Had Been So Determined And As If The Works Subsequently Executed Have Been Executed By Or On Behalf Of The Contractor.

And further, the employer under instructions of the architect, by his agents, or servants may enter upon take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials laying up on the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other person to complete the works and the contractors or the persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thin to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed of as soon thereafter as convenient, the architect shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so, within a period of 14 days after receipt there of by him, the employer shall sell the same by publication and shall give credit to the contractor for the amount realized. The architect shall thereafter ascertain and certify in writing under his hand when (if thing) when shall be due of payable to or by the employer for the value of the said plant and materials so taken a possession of by the expense or loss which the employer shall been owing to the contractor and the amount which shall be so certified shall thereupon the paid by the employer to the contractor or by the employer as the case may be.

39. DRAWINGS AND SPECIFICATIONS:

The works shall be carried out to the entire satisfaction of the employer and the architect, in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the architect, and in accordance with such written instructions, directions and explanations as may from time to be given by the architect, whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such

further drawings or work that may be necessary to comply with any such instructions directions or explanations, be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the contract he shall before proceedings with such work, give notice in writing to this effect to architect, and in the event of the architects agree to the same in writing the contractor shall be entitled to an allowance in respect of such extra work as on authorized extra. If the architect and the contractor fail to agree as to whether or to there is an extra, then, if the architect decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra, and it so the amount thereof, shall failing agreement, be settled by arbitration as hereinafter provided, but such references shall in no way delay the fulfillment of this contract.

No drawings shall be taken as in itself on order for variation unless, in addition to the architect's signature, it bears express words stating that is intended to be such an order or bears a remark 'valid for execution'. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of clause 6 (authorities notices, patent right and royalties) or by the authorities of directions in drawing of the architect as herein mentioned.

One complete set of the signed drawings and specification and scheduled of quantities shall be furnished by the architect to the contractor. The architect shall furnish within such time, as he may consider reasonable, one copy of any additional drawing, which is his opinion, may be necessary for the execution of any part of work. Such copies shall be kept at the works, and the architect or his representatives shall, at all reasonable time have access to the same and shall be return to the architect by the contractor before the issue of the final certificate. The contract shall remain in the custody of the architect, and shall be produced by him at his office as and when required by the employer or by the contractor.

40. EXECUTION OF WORK (PRICES TO INCLUDE)

The whole of the work is described in the contract a (including the schedule of quantities, the specifications and all drawing pertaining there to) and as advised by employer / architect from time to time is to be carried out and completed in all its parts to the entire satisfaction of the employer /architect. Any minor details of the work which may not have been definitely referred to in this contract, but which are usual in practice and essential to the work, are deemed to be include in this contract. Rates quoted in the schedule shall be inclusive of all freights, taxes, such as octroi, sales tax, royalties, duties, excise, turnover tax, sales tax on works contract, etc., as well as transportation, so as to execute the contractor as per the rules and regulations of local bodies, state government and government of India.

41. THE RATES QUOTED IN THE TENDER SHOULD INCLUDE ALL CHARGES FOR:

Labour, maintenance fixing, carrying, cleaning, making good, hauling, watering etc Plant, machinery, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, platform and maintenance of the same. Covering for the walling with nets and other works during inclement weather or striking or whenever directed as necessary. Water for civil works, curing with quality of water, which has been certified as “fit for construction” from an approved test laboratory. Electricity for pumping water, cutting, lighting etc including employing a generator set if required.

42. PROCUREMENT OF MATERIALS:

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the employer / architect before placing order / purchase / procurement. They shall conform to i.s. Codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by employer / architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant i.s code as and wherever applicable.

43. FAILURE BY CONTRACTOR COMPLY WITH ARCHITECT EMPLOYER'S INSTRUCTIONS:

If the contractor after receipt of written notice from the architect requiring compliance with such further drawings and / or architects instruction, fails within seven days to comply with the same, the employer / architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the employer on a certificate by the architect as a debit or may be deducted by him from any money due or which become due to the contractors.

44. DELAYED PAYMENTS:

Any amounts payable by the employer to the contractor in pursuance of any certificate given by the architect hereunder shall, if not paid within the 'period of honoring of certificate' no interest paid by the employer.

45. INCOME-TAX AND WORKS CONTRACT TAX:

Income tax and works contract tax shall be deducted at source by the client from the contractor's interim and final bill payments as per statutory regulations.

46. ACTION WHERE THERE IS NO SPECIFICATION:

In case of any class of work for which there is no specification mentioned, the same will be carried out in accordance with the Indian standards specifications subject to the approval of the employer / architect.

47. TYPOGRAPHICAL CLERICAL ERRORS

The employer / architect clarification regarding partially omitted particulars of typographical or clerical errors shall be final and binding on the contractors.

48. GENERAL PRICE VARIATION ADJUSTMENT CLAUSE (PVA CLAUSES FOR ALL MATERIALS)

There shall be no price variations of any sort during the course of execution of the works on site. The rates quoted by the contractor shall remain firm right throughout the duration of the contract.

49. INCOME TAX

Income tax shall be deducted from the contractor's bills as per the rules and regulations in force in accordance with income tax act prevailing from time to time. Quoted rates shall be deemed to include this.

50. EXCISE DUTY ON WORKS CONTRACT, SALES TAX ON WORKS CONTRACT, SERVICE TAX & VALUE ADDED TAX:

ED on works contract: Excise duty on works contract, if applicable, shall be included by the contractor in their quoted rates and no variation on this account will be entertained by the owner.

VAT, GST & SERVICE TAX:

The quoted rates shall be inclusive of vat, gst & service tax & no extra claim on account of fluctuations in these taxes shall be entertained.

Other taxes: The quoted rates shall be deemed to be inclusive of all applicable taxes, lbt, octroi, levies, sales tax on works contract etc at the present rate of taxation & no extra claim on account of fluctuations in these taxes shall be entertained.

51. REGISTRATION UNDER STATE GOVERNMENT VALUE ADDED TAX ACT / SERVICE TAX / GST

Attested copy of certificate of registration under state government value added tax act in the proforma prescribed by the state govt & also service tax & gst under central excise, government of India and should accompany the bid. The registration under value added tax act, gst & service tax act should be in the name of the firm quoting

for the work. In the absence of the above registration, tenderer may not be awarded the work tendered for, in the light of state govt / central govt. Directive/instruction.

52. EXISTING SERVICES/STRUCTURES

Structures, drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owner.

Should any damage be done by the contractor to any structures, mains, pipes, cables or lines (whether above or below ground etc), whether or not shown on the drawings, the contractor must make good or bear the cost of making good the same without delay to the satisfaction of the engineer-in-charge.

53. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

The work during its progress (or) during the defect liability period can also be inspected by the chief technical examiner (or) his authorized representatives of the central vigilance commission and any defects pointed out by him shall be attended by the contractor in the same manner as specified in clause no. 8.2.7 of general conditions of the contract.

a. RELEVANT IS - CODES FOR PERSONAL PROTECTION

b. IS: 2925 - 1984 INDUSTRIAL SAFETY HELMETS

c. IS: 4770 - 1968 RUBBER GLOVES FOR ELECTRICAL PURPOSES

d. IS : 6994 1973 (PART-I) INDUSTRIAL SAFETY GLOVES (LEATHER & COTTON GLOVES)

e. IS : 1989-1986 (PART-I & III) LEATHER SAFETY BOOTS AND SHOES

f. IS : 3738-1975 RUBBER KNEE BOOTS

g. IS : 5557-1969 INDUSTRIAL AND SAFETY RUBBER KNEE BOOTS h. IS : 6519-1971 CODE OF PRACTICE FOR SELECTIONS, CARE AND REPAIR OF SAFETY FOOTWEAR

i. IS : 11226-1985 LEATHER SAFETY FOOTWEAR HAVING DIRECT MOLDING SOLE

j. IS : 5983 - 1978 EYE PROTECTORS

k. IS : 9167 - 1979 EAR PROTECTORS

l. IS : 3521 - 1983 INDUSTRIAL SAFETY BELTS AND HARNESS

54. FIRST AID

The bidder shall provide necessary first aid facilities to their personnel. Depending on the availability at that time of need, Bank of Maharashtra may provide these facilities entirely at its discretion. The cost of such assistance as worked out by Bank of Maharashtra shall be recovered from the bidder's running bill.

55. HOUSEKEEPING

It shall be the bidder's responsibility to keep the work area clean and tidy always and shall be done on a day-to-day basis. Scrap, debris, oil spills, etc; generated during the course of work shall be disposed at the designated location as directed by the owner and the transportation for this purpose shall be arranged by the bidder at his cost.

56. UNQUOTED ITEMS

The bidders to offer their competitive rates for each and every item listed in the schedule of rates, the bidders who have not quoted for all the items as required in the boq's shall be liable for rejection.

57. ABNORMAL RATES

The contractor is expected to quote rate for each items after careful analysis of costs involved for the performance of the complete item consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the tenderer for any items are unusually high (or) unusually low it will be sufficient cause for rejection of the tender unless the owner is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the tenderer on demand. Notwithstanding anything there in stand, the rate once accepted by the owner shall be final and shall not be subject to any claim either on account of un- workability of rates or on any other ground whatsoever.

58. REVIEW MEETINGS AFTER AWARD OF WORK:

The contractor shall present the programme and status at various review meetings as required.

59. WEEKLY REVIEW MEETING:

level of participation: contractor's site in charge and job engineers. agenda: 1. Weekly programme v/s actual achieved in the past week and programme for next week. 2. Remedial actions and hold up analysis. 3. Client query/approval 4. Safety compliance

60. MONTHLY REVIEW MEETING:

level of participation: senior officers of bom and contractors. agenda: 1. Progress status / statistics 2. Completion outlook. 3. Major hold ups / slippages 4. Assistance required 5. Critical issues 6. Client query / approval 7. Safety compliance

61. PROGRESS REPORTS TO BE FURNISHED AFTER AWARD OF WORK: MONTHLY PROGRESS REPORT:

This report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. The report shall include but not be limited, to the following: a. Brief introduction of the work. b. Activities executed/achievements during the month c. Schedule v/s actual percentage progress & material stocks, resource allocation and overall work. d. Areas of

concern/problem/hold ups, impact and action plan. e. Resources deployment status. f. Safety compliance report g. Distribution: bom: three copies

62. WEEKLY REPORT:

This report (3 copies) will be prepared and submitted by the contractor on weekly basis and will cover following items: a. Activities programmed and completed during the week. b. Resource deployed men and machine. c. Qty. Achieved against target in construction. d. Record of man-days lost. e. Percentage progress, schedule and actual. f. Safety compliance report.

63. TEST CERTIFICATES:

The contractor shall submit the certificates for every batch of materials from BIS approved laboratories / agencies for approval of the EIC.

64. SPECIFICATIONS/ CODES AND STANDARDS

All works under this contract will be executed according to the specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacements of the indian standard specifications (is) or any other inter- national code of practice/cpwd specifications will be followed. The contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the engineers at site at his own cost and without any additional reimbursement.

65. MATERIALS AND TRANSPORT

All materials except mentioned otherwise in the items of the attached bill of quantities, for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost. The materials supplied by the contractor shall be of approved quality and approval also shall have to be taken from the engineer at site before using the materials to the work. Rejected materials, if any, shall have to be removed by the contractor with his own labour and transport at his own cost immediately on receipt of the instruction.

66. CLEANING DURING EXECUTION AND AFTER COMPLETION

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works. The contractor shall forward any usable materials found during the course of construction at the work site dispose off the debris all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

SECTION-IX

MEASUREMENT OF WORKS

1.0 GENERAL

1.1 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-Charge. Measurement shall be based on “Approved for Construction” drawings, to the extent that the work conforms to the drawings and details are adequate. Wherever work is executed based on instructions of Engineer-in-Charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-Charge.

1.2 Measurement of weights will be in metric tones corrected to nearest kilogram and will be made based on the execution drawings (where weights are not indicated on the working drawings, packing lists as received from the suppliers will be consulted for determining the weights). All other measurement will be as per actual work executed at site. The weld metal weight will not be taken into consideration.

1.3 Linear measurement will be in meters corrected to the nearest centimeter. If physical measurement is not practicable, dimensions as given in the execution drawings shall be adopted.

1.4 Cabling shall be measured on the basis of length of cables actually laid from lug to lug including that of loops provided.

UNDERTAKING

I/We hereby give an undertaking that I/We abide by all precautions/Rules & Regulations/directives. Entry/Safety/Work permits etc. and any other instruction pertaining to Safety of the Site and safe working at the job site and also hereby declare that I/We shall strictly enforce the same during the entire execution of this work including mobilization period, if any.

STAMP & SIGNATURE OF BIDDER

SECTION-X

TECHNICAL SPECIFICATIONS – CIVIL WORKS

A. POLYMER MODIFIED MORTAR / CONCRETE: -

1.1 Existing plaster (internal or external) shall be broken carefully wherever cracks are seen. Utmost care shall be taken while breaking the plaster, so as to ensure plaster/concrete/brickwork in the vicinity is not damaged.

1.2 After removing plaster inside concrete surface shall be thoroughly cleaned and examined for damage. If the concrete surface is found strong polymer bonding coat or without bonding coat as per decision given by Competent Authority after field examination.

1.3 In case the concrete surface is found damaged, i.e. cracked /spalled etc. the damaged portion of concrete shall be carefully removed. If the damage is deep inside the member, which warrants for considerable amount of concrete removal, the load on the concerned member shall be relieved by fixing temporary props, before breaking such large amount of concrete. The concrete shall be removed till good sound concrete is reached.

1.4 On removal of concrete, reinforcement shall be examined for rusting, pitting, etc. The concrete around the bar shall be broken and bar shall be made free from concrete from all sides to facilitate cleaning. In case of severe damage \ reduction in area, additional reinforcement bar shall be provided. The bar shall be lapped on either side with a lap length of 40 X dia in case of columns \ slabs and 50 x dia in case of beams. In case of difficulty in providing lap length the same shall be welded on both sides (fillet weld) with suitable electrodes with a continuous weld length of 15x dia. Broken or corroded shear reinforcement shall be replaced /augmented by fixing new reinforcement bars by, making holes with electrically operated drilling machine.

1.5 Reinforcement shall be cleaned thoroughly, first with hammering, wire brushing, emery paper and lastly with Acetone, Protection Coat Rustprime/Ruskill or equivalent as per manufacturer specification shall be given to reinforcement bars.

1.6 After cleaning the steel bars thoroughly as mentioned, the same shall be coated by slurry coat made out of 1 volume of cement and 1 volume of polymer. Care shall be taken to see that no pinholes or blank areas are left in coating the steel surface This protection coat thus applied shall be allowed to dry for minimum 16 hrs but not exceeding 36 hrs.

1.7 Polymer modified cementations mortar

The area shall then be covered with mortar made out of following ingredients:-Ordinary Portland Cement 1 Kg.

Washed, Screened dry sand 2.5 Kg.

(Conforming to IS 383 zone 2)

This can be achieved by blending river sand (Tansa/Vaitarana 70 % and Silica **sand** 30% **or** as per instructions/approval of the competent authority)

Polymer 150 ml

Water 100 to 140 ml to suit workability.

The mortar application shall be done within open time of bonding coat. Only small quantities of mortars shall be mixed which shall be consumed in 45 minutes. The mortar shall be applied in layers of 20-mm thickness at a time. The successive layers shall be applied after application of bonding coat (polymer: Cement 1: 1 by volume). Area shall be moist cured for 1 day with wet Hessian cloth.

(Note: In case the thickness of area to be treated is more than 50 mm, then same shall be treated by 1; 1.5 : 3 concrete as directed by Engineer-in Charge.)

Area shall then be covered with mortar made out of one part of cement by weight and 2.5 parts by weight washed, screened, well graded sand conforming to IS 383 Zone 2 within open time of bond coat. Mortar additive like super plasticizer shall be added in the mortar to improve its cohesiveness. The thickness of mortar shall not exceed 20 mm in each layer. Subsequent layers shall be applied after application of bond coat formed out of polymer and cement 1:1 volume. Finished surface shall be scratched and light key marks shall be left to receive further treatments like plastering.

(Note: In case the thickness of area to be treated is more than 50 mm, then same shall **be** treated by 1: 1.5 : 3 concrete as directed by Engineer-in -Charge)

1.8 Measurements: -

Both these items shall be measured in square meters upto X decimals, by measuring projected area of the surface treated. Any thickness upto 50 mm will be treated as 50 mm. The areas having thickness more than 50 mm are to be treated under different items like concreting. Localised extra thickness (more than 50 mm) for area upto 0.1 Sq m will not be measured. In **case** of treatment carried out on surfaces right angles to each other. (Like Corner of Column / beams etc.) 50 mm shall be deducted from the dimension right angle to the surface first measured. Area measurements shall be rounded off 3 decimals.

B. SIPOREX MASONRY WALL: -

Providing and constructing 150 mm thk Siporex light weight concrete block masonry in superstructure, blocks conforming to BIS : 2185 (Part III), BIS 6041 having minimum crushing strength 75 kg / sq cm in cement mortar 1:6 (1 cement : 6 coarse sand) including providing RCC patli beam of 150 X 100 mm size at every 1.0 mts centres with 2 nos, 8mm dia Tor bars and 6 mm dia links at 300 mm centres in cement concrete of mix 1 : 1.5 : 3 including the required formwork complete with raking out of joints, curing, double legged scaffolding as per specifications at all the heights, depths & leads & lifts as per the directions & satisfaction of Engineer-in-charge

C. STAINLESS STEEL RAILING WITH GLASS -

Stainless Steel Railing shall be out of 38mm dia AISI 316 grade with 1.5mm thk SS handrail 38mm dia AISI 316 grade. Top mounted round balusters with double brackets to hold 950mm glass (10mm thk toughened glass) with 3mm thk AISI 316 SS sheet (2 Horizontal sheets of 100mm) at a distance of 1200mm centre/centre including cleaning etc complete.

STAMP & SIGNATURE OF BIDDER

SECTION-XI

PRE- CONTRACT INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2022, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Assistant General Manager, Corporate Services Department, Bank of Maharashtra 1501, Shivajinagar, Pune (hereinafter called the “BANK”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Proprietor (herein called the “BIDDER” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out “Proposed Work for Refurbishment of Compound Wall For Lokmangal Building, Pune” (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is Corporate Services Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BANK to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BANK will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BANK:

1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates. 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the Bank as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative; for this purpose, would be as defined in Section 6 of the Companies Act 1956

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public

Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs 45,000 (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, and Tender fee of Rs 1,000/- with the BANK through any of the following instruments:

5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2. The Earnest Money/Security Deposit shall be valid up to a period of as mentioned in the tender clause or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, including warranty period, whichever is later. Tender fee will be non-returnable once paid to the Bank.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the Bank to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the Bank to take all or any one of the following actions, wherever required: -

6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.

6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK. 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

6.1.9. In cases where irrevocable letter of credit has been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened

6.1.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

8. Independent Monitors:

1.1. The BANK has appointed Independent Monitors

Name: Arun Jha

Designation: Secretary to GOI (National Commission for Scheduled Castes)

Email id : arunjha01@gmail.com

Name: Umesh Vasant Dhatrak

Designation: Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)

E-Mail id : uvdhatrak@gmail.com

(Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 1.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 1.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 1.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 1.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.
- 1.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 1.7. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 1.8. The Monitor will submit a written report to the designated Authority of BANK in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of a provisions of this Pact or payment of commission the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

All disputes whatsoever arising between the parties out of or in relation to the construction, meaning and operation of effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 days, the same shall be settled as per the procedure mentioned at ARBITRATION clause at page no. 53-54 of this RFP in accordance with the applicable Indian laws and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at PUNE.

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. NON Disclosure:

It is hereby agreed that all the parties in this agreement hereby agree as follows: Contractor shall hold all information about this tender and /or information gathered about the Bank through this process in strict confidence with the same degrees of care with which contractor protects its own confidential and proprietary information. Contractor shall restrict disclosure of the information solely to its employees, agents and sub-contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such information. To use the information only as needed for the purpose solely related to this project: Except for the purpose of execution of this project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information. Contractor shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclose any information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the contractor in any future tendering process of the Bank. Any information considered sensitive must be protected by the contractor from unauthorized disclosure or access.

13. Validity:

13.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at _____ on _____

BANK
Name of the Officer:
Designation:
Corporate Services Department
Bank of Maharashtra
(Office Seal)
Place _____
Date _____

BIDDER
Proprietor
(Office Seal)

Witness:
1 _____
(Name & Address) : _____
2 _____
(Name & Address) : _____

Witness
: 1 _____
(Name & Address) : _____
2 _____
(Name & Address) : _____

Annexure-I
DECLARATION BY THE BIDDER

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein, Price Bid Items & its specifications and undertake myself/ourselves to abide by them. Enclosures:

1. DD/Pay ----- Order
NO.....

2. Terms & conditions (each page must be signed and stamped with the seal)

3. Financial Bid. (Signature of Bidder with seal) Name: Address: Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected. Also, non-adhering of any of the terms and conditions of will render the bid to be rejected.

Date:

Signature of Bidder Stamp

Annexure-II
Certificate/Undertaking

- a) Certified that I / we have visited the site on _____ and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition and as per tender specification.
- b) I undertake that I / we have visited the place of “Proposed Work for Refurbishment Of Compound Wall For Lokmangal Building, Pune”, and noted the quantities, floor space, existing electrical connections, water etc.
- c) Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the Interior works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.

(Signature of Bidder):

(NAME):

(SEAL):

Note: Contractor shall visit the site with prior approval. The contact number for visit of site is 020-25614243/239

LIST OF APPROVED MATERIAL AND MAKES OF ITEMS

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE IN CONSTRUCTION)

- | | | | |
|-----|-----------------------------|---|--|
| 1. | CEMENT (43 / 53 Grade) | : | ULTRATECH, AMBUJA, J.K CEMENT, ACC, J.S.W. |
| | WHITE CEMENT | : | BIRLA WHITE, J.K WHITE |
| 2. | STEEL FOR REINFORCEMENT | : | TATA OR SAIL (HYSD/ TMT STEEL) |
| 3. | BRICKS | : | GHOLE BRICKS OF METRIC SYSTEM |
| 4. | WOOD | : | FIRST CLASS C.P. TEAK UNLESS OTHER WISE SPECIFIED. |
| | SOFT WOOD | : | KAIL WOOD, HOLLOCK |
| 5. | BITUMIN | : | STP OR ANY OTHER I.S.I. MARKED BRAND |
| 6. | ALUMINUM SECTION | : | HINDALCO, INDAL OR JINDAL |
| 7. | EXTERNAL PUTTY | : | BIRLA WALL CARE PUTTY |
| 8. | EXTERNAL PAINTS | : | ASIAN, BERGER, NEROLAC, ICI |
| 9. | STEEL PRIMER | : | ASIAN, BERGER, SHALIMAR, ICI |
| 10. | SYNTHETIC ENAMEL PAINT | : | APCOLITE, NAROLAC, DULUX, ICI |
| 11. | CEMENT PAINTS FOR EXTERIOR: | | SNOWCEM PLUS, SUPER FINISH INDOCEM, ICI,CEMPLUS |
| 12. | WATER PROOFING COMPOUND: | | BASF, PIDILITE, SUNANDA, ROFF |
| 13. | BUTT HINGES | : | I.S.I. MARKED HINGES |
| 14. | FACTORY MADE SHUTTERS | : | ARCHID, DURO, MAYUR (FLUSH DOORS) |
| 15. | PVC DOOR SHUTTERS | : | SINTEX, SPLENDOOR, GODREJ |

		OR EQUIVALENT
16.	GALVANISED STEEL SHEETS :	TATA, JINDAL, HINDALCO OR EQUIVALENT
17.	GALVALUMN SHEETS :	TRAC, KIRBY, CRIL
18.	C.I. PIPES AND FITTINGS :	B.I.C., HEPCO, NECO OR EQUIVALENT.
19.	G.I. PIPES :	G.S.I. AMBICA, ZENITH, TATA OR EQUIVALENT
20.	BRASS C.P. FITTINGS :	PLUMBER, L&K, K.B., TECHNO OR EQUIVALENT
21.	GUN METAL VALVES :	LEADER, SANT
22.	E.W.C., O.W.C., PANS :	HINDUSTAN, PARRYWARE, WASH BASINS, URINALS CERA,PARRYWARE
23.	E.W.C. SEATS :	COMMANDER, PATEL OR EQUIVALENT
24.	WATER METER :	ANAND, ASAHI, KAYCEL, KAPSTAN OR EQUIVALENT MAKE FITTINGS
25.	PVC PIPES :	PRINCE, ASTRAL, SUPREME, PREMIER
26.	CPVC PIPES :	PRINCE, ASTRAL, SUPREME, PREMIER
27.	FIRE FITTING SLUICE & NRV :	KIRLOSKAR / KALPANA
28.	CEMENT BOARDS /PARTICAL :	BISON BOARDS, NUWUD BOARDS
29.	MORTICE LOCK, HANDLE :	GODREJ, DOORSET
30.	DOOR CLOSERS, FLOOR SPRINGS:	EVERITE, DOORKING, HARDWYN
31.	FLOORING TILES :	KAJARIA, SIMPOLO, NAVEEN, SOMANY, JOHNSON, RAK

- | | | | |
|-----|---|---|--|
| 32. | M.S / BRASS SCREWS | : | NATTLE FOLD |
| 33. | MILD STEEL FOR FABRICATION | : | TATA, SAIL OR EQUIVALENT |
| 34. | FLUSH DOOR SHUTTERS | : | ISI MARK AS PER SAMPLE APPROVED |
| 35. | PAVER BLOCKS, INTERLOCKING PAVERS | : | METCO BLOCKS MFG CO, ECLAT PAVERS, VITCO TILES, FLOORWELL PAVERS, GUBBI ENTERPRISES. |
| 36. | TACTILE FLOORING, TACTILE PEDESTRIAN PAVER BLOCKS | : | PAVIT, H.R.JOHNSON (INDIA) |
| 37. | POLYCARBONATE SHEETS, DOMES, SKYLIGHTS ETC | : | LEXAN, TUFFLITE. |
| 38. | KERB STONE | : | KRISHNA CONCRETE, VYAS ENTERPRISES, METCO BLOCKS MFG, CO. |

ADDITIONAL LIST OF MATERIALS OF APPROVED BRAND AND THEIR MANUFACTURERS

1	Vitrified Tiles	Kajaria/Somany/ H.R.Johnson/ Nitco,
2	Ceramic wall Tiles	Kajaria/Somany/ H.R.Johnson/ Nitco,
3	Ceramic floor Tiles (antiskid)	Kajaria/Somany/ H.R.Johnson/ Nitco,
4	Aluminum Fittings	Jindal/Hindalco/MAAN
5	Aluminum Extrusion Sections	Jindal/Hindalco/MAAN
6	Commercial Plywood	Century/Green/Archid/Kit ply/ Anchor/ Sonear/Alpro
7	Acrylic Emulsion Paint (Interior and Exterior)	Asian/ Nerolac/ Berger/Dulex
8	Glazing	Modi float Glass, Triveni Glass Ltd., Indo Asahi Glass Co.Ltd.
9	ACP Panels	Aluco bond/ ALU Décor/ Alstronng /Alstone
10	Acrylic Sheets	Sanmati Acrylics/Acrylic Sheet India/ Acry Plus