



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
एक परिवार एक बैंक

TENDER FOR INTERIOR (AIR CONDITIONING) WORK FOR
BANK OF MAHARASHTRA, KARMALA BRANCH,
SOLAPUR

T E N D E R
INTERIOR (AIR CONDITIONING) WORK
BANK OF MAHARASHTRA
KARMALA BRANCH, KARMALA IN SOLAPUR ZONE

CONSULTANTS

INDRAPRASTA CONSULTANTS
810,2nd FLOOR, ROAD # 2, CASTLE HILLS,
MASAB TANK, HYDERABAD -500057
PH: 9177225598
Chandrashekar.kn@gmail.com

Name of the Employer : THE DEPUTY GENERAL MANAGER,
BANK OF MAHARASHTRA, ZONAL OFFICE
GAIKWAD BUILDING, MURARJI PETH,
PUNE ROAD, SOLAPUR.

Name of the work : Air conditioning works to be carried out at Bank of
Maharashtra, Karmala branch, Karmala in Solapur zone. `

Date of issue of tender : 16-10-2020
Date of Submission : 22-10-2020 before 3.30PM
EMD : Rs. 5000.00
Cost of Tender document : Rs. 300.00
DATE AND TIME FOR OPENING TENDER: 4.00PM ON 22/10/2020

IMPORTANT INSTRUCTIONS TO THE TENDERERS:

1. Please read all pages of the tender carefully.
2. The documents supplied to you comprises of Notice inviting Tender, Conditions of Tender, Form of Tender, Draft Articles of Agreement, General conditions of the contract, Technical Specifications, Bill of Quantities and Drawings etc.
3. Please sign in full on all pages of this document including drawings/layout etc.
4. Please submit the complete set duly filled in with signature, EMD, drawings etc in two separate covers keeping Tender schedule & drawings in one cover and EMD along with your conditions, deviations, etc in another cover, both sealed separately.
5. You must quote the rates both in words and in figures.
6. Items to be carried out are listed in the attached schedule of quantities. The Bank reserves the right to add/ omit any items, partly or fully, without giving any reason.
7. The contractor shall at his own expense rectify the unsatisfactory works within 7 days. The Bank reserves the right to carry out the work through any other agency / agencies and such expenditure will be recovered from the contractor in the due course of time.
8. All soil, filth, rubbish and other objectionable materials shall be at once carted away by the contractor, out of the premises / site as per local authorities rules in force, if any, at his own cost and expenditure. In absence of above, the Bank may do so at the contractor's risk and cost.
9. The Bank doesn't bind itself to accept the lowest or any tender and reserves itself the right to accept or reject any or all the tenders, without assigning any reasons for doing so.
10. The rates quoted in the tender should include all charges for material, labour, transportation and taxes, if any, etc and the Bank shall not be responsible for any other expenses in this connection.
11. No extras shall be paid for any minor alterations made in design / specification while work is in progress. The rate for any new/ extra items shall be settled by the Bank, after getting necessary rate analysis from the contractor.
12. No advance shall be paid. Part payment against the work done shall be released only after completion of at least 50% of the total work duly certified by the Bank's engineer/ Architect. Rates quoted in the tender / quotation should be valid for at least 90 days from the last date of receiving the tenders.

13. **The Contractor shall have to complete the work within 10 working days from the date of receipt of the work order.**
14. The Contractor has to take written approval before starting of any work. All materials used from the list of approved makes given in the tender shall be got approved from the consultant before being used at site. **Where more than one make of material is listed in the tender the Consultant/ Bank shall decide on the choice.**
15. Contractor has to submit bar chart and complete the work accordingly.
16. One RA bill is allowed.
17. GST will be paid extra as applicable.
18. For items with quoted rates more than 15% higher than the estimated rate, the payment to the contractor will be restricted up to the estimated rate during RA bills and the balance will be released along with final bill.
19. For items where the quoted rates are less than 15% of the estimated rate, no part payment shall be made and only on completion of the item will the payment be made.
20. In case the successful tenderer has quoted abnormally low rates, the Bank reserves the right to make the full payment only on successful completion of the project. i.e. no RA bill will be allowed.

NOTICE INVITING TENDERS

Dear Sir,

Name of the work: Air conditioning works to be carried out at Bank of Maharashtra, Karmala branch, karmala in Solapur Zone.

1. Limited and sealed tenders are hereby invited on behalf of our client M/s Bank of Maharashtra, Zonal office, Solapur for the subject work.
2. Brief description of work: The work consists of full AC works like Supply & fixing of split AC with copper pipe, drain pipe, wire, etc, making required holes for taking out pipe line, drain pipe, etc. supply & fixing of condenser stand with all required material, labour, etc at all heights, including all required civil works like closing of holes etc. all the copper pipe line, drain pipe to be taken from wall, floor as directed with all required clamps, complete for the finished item of work.
Air conditioning works to be carried out at Bank of Maharashtra Karmala branch, Karmala.
3. Tender is open to all experienced and reputed contractors registered with MES, State and Central PWD, Railways, any other Govt. / Public Sector Undertaking / reputed Industrial Establishment. However, the Bank reserves right not to accept tender from any of the contractors.

4. Eligibility Criteria:

The intending tenderers will have to fulfill the following eligibility criteria in order to qualify in technical bid. They should produce verifiable proofs of their claims to the eligibility criteria:

- i) Latest Solvency Certificate from Scheduled/ Nationalized Banks for a minimum amount of Rs.10 Lakhs. The Certificate should not be more than six months old on the date of submission of tenders.
- ii) Average annual financial turnover during the last 3 years ending 31st March of the year 2019, should be at least Rs.20.00 lakhs per annum. Copy of audited balance sheet and profit & loss account to be attached as supporting documents.
- iii) Proof of experience of having successfully completed similar works during the last 5 years, ending month previous, to the one in which applications are invited. Experience required is one of the following:-
 - a) Three similar completed works each cost not less than an amount of Rs 1.50 lakhs.
OR
 - b) Two similar completed works, each costing not less than an amount of Rs.1.75 lakhs
OR
 - c) One similar completed work costing not less than an amount of Rs 3.75 lakhs.
- iv) The tenderer should be registered with GST. Copy to be attached.

Note: - For the above purpose, 'similar works' means Air conditioning works for Office / residential Buildings with allied works. Composite works are allowed. Composite works means other works done combined with Air-conditioning works like Interior, electrical, LAN works.

5. The tenderer should submit work order copies and completion certificates as proof for eligibility criteria.
6. Tender should be submitted in 2 bid system.
7. Technical bid consist of tender document, company profile, eligibility criteria, DDs 2 nos and Price bid consist of only BOQ.

2 separate covers will be made, one Superscribed as technical bid and one as price bid. Both the covers will be kept in the third cover superscribing the name of the work on top of the sealed

envelope-“**Air conditioning works for Bank of Maharashtra, Karmala branch, Karmala in Solapur zone**”

8. Price bids of the tenderer will be opened who meet the above said eligibility criteria.
9. The tender documents consisting of Bill of quantities with preamble, Form of Tender, Conditions of the tender, Articles of agreement, Technical specifications, Layout & Drawings etc. can be had from Bank of Maharashtra, Zonal office Murarji peth, Pune Road, Solapur by paying an amount of **Rs. 300/- including GST**, towards cost of tender documents by cash/ RTGS or in the form of DD drawn in favour of **INDRAPRASTA CONSULTANTS**, Payable at Hyderabad, between **1000 & 1700** hours during working days, every day except on Sundays and/ or holidays.
10. Issue of tender shall commence from **16/10/2020** between **1000 to 1700** hours. The tender shall be submitted not later than **15.30 PM on 22/10/2020**.
11. Sealed tenders duly filled in should be addressed to :
THE DEPUTY GENERAL MANAGER,
BANK OF MAHARASHTRA, ZONAL OFFICE,
MURARJI PETH, PUNE ROAD,
SOLAPUR.
12. **The tender will be opened in the office of the Deputy General Manager, Bank of Maharashtra, zonal office, Solapur at 1600 hours on 22/10/2020 in the presence of the tenderers who may wish to be present.no separate communication will be sent.**
13. Every tender document shall be accompanied by Earnest Money Deposit of **Rs. 5000.00 (Rupees Five Thousand only)** in the form of a Bankers' Cheque or Demand Draft drawn in favor of Bank of Maharashtra, payable at Solapur. Tender documents not accompanied by such Earnest Money Deposit are liable to be rejected straight away. EMD shall not bear any interest.
14. Time is the essence of contract. The work should be completed in **10 (Twenty)** days from the date of issue of work order.
15. The earnest money shall be retained with the bank in case of successful tenderer, as part of the Security Deposit for the fulfillment of the contract.
16. The tenderer must carefully read and examine the whole tender document, layout and schematic drawings, study the technical specifications, drawings, etc before submitting the tender.
17. No consideration shall be given to a tender received after the expiry of time as stipulated above and no extension of time will normally be allowed for submission of tender.
18. The Notice Inviting Tenders, the conditions of tender and duly completed form of tender, Specifications etc, will form part of the contract Agreement to be executed by the successful tenderer with the Bank.

Yours sincerely,

-&-

Zonal Manager
Solapur Zone.

DETAILS OF BIDDERS

Sr. No.	Particulars	Details
1.	Name of the firm/ Company	
2.	Address with contact person details	
3.	Email id of the firm/company	
4.	Year of Establishment	
5.	Status of firm - whether company, partnership, proprietor etc.	
6.	Details of Dealership License	
7.	Name of Proprietor, partner, Director with mobile number & email	
8.	Registration details of firm/Company	
9.	Copy of Sales tax no./VAT/TAN / EPFO/ ESIC whatever applicable.	
10.	Copy of PAN and GSTIN	
11.	Details of Bank Account	
12.	Copy of the Copy of income tax return last three years	
13.	Copy of empanelment for AC work with PSBs, if any.	
14.	Any work order for AC work with PSBs, if any.	
15.	Copy of completion certificate for AC work with PSBs, if any.	
16.	Self-declaration saying that your firm/ company is not block listed by any Govt./PSBs/PSUs is to be submitted.	

* Information has to be filled up in this format only.

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.

Note: - Signed Copies/certificate of all above information should be attached & submitted to the Bank with tender.

Date: -

Signature & Seal of the firm

CONDITIONS OF TENDER:

1. The tender form must be filled in English and all entries must be made by hand and written in ink.
2. An authorized person must sign each and every page of the tender document.
3. The tender must be submitted in the prescribed format only. The tenderers must quote the rates in the schedule of quantities, rate and amount. The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the tenderers and the correct figured and words neatly rewritten. Over writing is not permitted.
4. Errors in the schedule of quantities rates and amount shall be dealt with in the following manner:
 - a) In the event of a discrepancy between the rates quoted in words and the rates in figures, lower rate will be taken into consideration.
 - b) In the event of an error occurring in the amount column because of wrong multiplication and extension of unit rate and quantities, the unit rate shall be regarded as firm and the amount shall be amended accordingly.
 - c) All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.
 - d) If for any discounts given it will be applicable directly – i.e. if a item quantity is increased the discount will be applicable for increased quantity also and vice versa
5. The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction or addition payment shall be made on the basis of actual quantities of work done at the accepted rates.
6. No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made the tender is likely to be rejected and invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if accepted in writing by the bank at the time of acceptance of the tender.
7. The tenderer must obtain for himself on his responsibility and at his own expenses all the information necessary for the purpose of filling this tender and to enter into a contract with the bank, he must examine the drawings, specifications, conditions etc, and must inspect the site of work and must acquaint himself with all local conditions and matters pertaining there to.
8. The tenderer shall also bear all expenses in connection with the preparation and submission of this tender.
9. **EARNEST MONEY DEPOSIT (E.M.D):**

The tenderer shall also deposit an amount of Rs. **5000.00 (Rupees Five Thousand only)** in the form of a Bankers' Cheque or Demand Draft drawn in favour of Bank of Maharashtra, payable at Solapur at the time of submission of the tender as Earnest Money. Bank is not liable to pay any interest on Earnest Money.

The EMD of unsuccessful tenderers shall be refunded to them without any interest after the decision to award the work is taken, The EMD of the successful tenderers shall be retained as part of security deposit and for the due fulfillment of the contract.

10. **SECURITY DEPOSIT (S.D) :**

Apart from Earnest Money Deposit made as above, Security Deposit shall be deducted from running/progressive bills of the contractor @ 10% of the gross value of the each bill until the total

security deposit including EMD equals to 10% of the accepted value of the tender. Security Deposit shall not bear any interest.

11. **COMPLETION PERIOD:**

The time is the essence of contract. The contractor shall complete the entire work within **10(Ten)** days from the date of issue of the work order. The work shall be commenced immediately at the site.

The work is of urgent nature and the contractor should strictly adhere to the completion time schedule.

12. The tenders submitted shall remain valid for acceptance for a period of 90 days from the date of their opening. Should any tenderer withdraw his tender before the expiry of the said period or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.
13. The Bank does not bind itself to accept the lowest tender and reserves to itself to reject any or all the tenders received without assigning of reasons thereof. Further, the Bank reserves the right to award any portion of the work or portions of the work to different tenderers or to award the entire work to one tenderer.
14. The tenderer whose tender is accepted is bound to execute agreement with the Bank in accordance with the draft agreement which will include the notice inviting tender, tender conditions, other papers herein, special conditions, drawings and specifications etc, but his liability, under the acceptance of his tender whether the formal agreement is drawn or not. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.
15. The compensation or other sums of money payable by the contractor to the Bank under the terms of contract may be deducted from his EMD/SD if the amount so permits and the contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
16. The contractor shall carry out the work under the directions and supervision of the consultant and subject to the approval of the Bank in all respects.
17. On acceptance of the tender the contractor shall in writing at once inform the bank and the Consultants the names of his accredited representatives who will be responsible to take instructions from the Consultants/Bank.
18. The work or any part of it shall not be transferred assigned or sublet without the consent of the Bank.
19. The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/specialists as may be employed by the consultants/Banks on other works/sub works in connection with the work.
20. The contractor will be required to insure the work and keep it insured until one month after the date of taking over the works by the Bank or otherwise as per the terms of the contract, against loss or damage by fire and other usual risks other than the risks accepted in the terms of the contract with an approved insurance company.
21. The contractor is required to comply with all acts of Govt. relating to labour rules and regulations made there under from time to time submit at the proper times all particulars and statements required to be furnished to the labour authorities.
23. In carrying out the work, the contractor shall comply with the provisions of the safety code, annexed to these papers.

FORM OF TENDER FOR WORKS

THE DEPUTY GENERAL MANAGER,
BANK OF MAHARASHTRA, ZONAL OFFICE,
MURARJI PETH, PUNE ROAD,
SOLAPUR.

Dear Sir,

Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the works specified in the underwritten memorandum within time specified there in at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the articles of agreement, special conditions, the schedule of quantities, and conditions of the contract and with such conditions of the contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed hereto and the conditions of tender so far as applicable or in default thereof to forfeit and pay to Bank of Maharashtra, Zonal office, Solapur. The sums of money mentioned in the said conditions.

A sum of Rs. **5000.00 (Rupees Five Thousand only)** is hereby forwarded as Earnest Money Deposit in form of Banker's cheque / Demand Draft drawn in favour of Bank of Maharashtra, payable at Solapur.

I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum the bank shall without prejudice to any other right or remedy be the liberty to forfeit the Earnest Money, otherwise shall be retained by bank towards security deposit mentioned in the above memorandum. (ii) To execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the Consultants/Banks and as per said conditions of the contract.

Our Bankers are:

- 1.
- 2.

The names of the Proprietor / Partners / Directors of our firm are:

- 1.
- 2.
- 3.

Signature of tenderer with seal

Dated theday of2020.

ARTICLES OF AGREEMENT

Articles of agreement made this theday of2020. Between Bank of Maharashtra having its Zonal office, Solapur (Herein after called the Employer) of one part. AND

M/s.....having its registered office at..... (Here in after called the contractor) of the other part

Where as the employer is desirous of getting the ...

Done as per schedule – 1 to this agreement and has annexed drawings, bill of quantities and specifications describing the work to be done are to be prepared by M/s. INDRAPRASTA CONSULTANTS, Structural Engineers, Architects and Interior Designers, 810, 2nd Floor, Flat # 302, Road # 2, Castle Hills, Masab Tank, Hyderabad 500057 (here in after called “THE CONSULTANTS”) and whereas the said drawings as per schedule – 2 inclusive. The bills of quantities markedand the specifications etc. have been signed by or on behalf of the parties hereto; and where as the contractor has agreed to execute upon and subject to the conditions set forth in schedule-3 here to attached (herein after referred to as the conditions), the work shown upon said drawings and described in the said specifications and included in the said bill of quantities for the sum of Rupees.....

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. It consideration of sum of Rs ...
To be paid at the time & in the manner set forth in the said conditions, the contractor will upon and subject to the said conditions execute & complete the works shown upon the said drawings & described in the said specifications & bill of quantities.
2. The Employer will pay to the contractor the said sum of Rs.....or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The terms The Consultants in the said conditions shall mean M/s. INDRAPRASTA CONSULTANTS, Structural Engineers, Architects and Electrical and LAN Designers, or in the event of their ceasing to be the Consultants for the purposes of this contract. Such other persons as shall be nominated for that purpose by the said conditions. Provided always that no person subsequently appointed to be the consultants for the time being.
4. The said conditions, specifications and priced bill of quantities shall be read and construed as forming part of this agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions, specifications and priced bill of quantities contained.

As witness, our hand the day and year first above written signed by said **EMPLOYER.**

SIGNATURE OF EMPLOYER

In the presence of witness:

Name	:	Name	:
Occupation	:	Occupation	:
Address	:	Address	:

As witness our hand the day and year first above written signed by the said Contractor(s):

SIGNATURE OF CONTRACTOR

In the presence of witness:

Name	:	Name	:
Occupation	:	Occupation	:
Address	:	Address	:

CONDITIONS OF CONTRACT

1. Interpretation of Clauses:

- i) In construing these conditions, the specifications, schedule of quantities and Tender and agreement, the following words shall have the meanings here in assigned to them except where the subject or context other requires.
- ii) Headings and marginal notes to the conditions of contract shall not be deemed to form part thereof or be taken in to consideration in the interpretation or construction there of or of the contract.
- iii) Where the context so requires (i) works importing persons include firms and corporations and (ii) works importing the singular only also include the plural and vice versa.
 - a) Employer shall mean BANK OF MAHARASHTRA, ZONAL OFFICE, SOLAPUR.
 - a) (i) **Consultant:** Shall mean INDRAPRASTA CONSULTANTS or in the event of their ceasing to be consultant for the purposes of this contract such other person or persons as shall be nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.
 - b) Contractor shall mean -----and include his/their legal representatives, permitted assigns, or successors.
 - c) **Site:** The site shall mean the site where the works are to be executed as shown with in boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractor's use.
 - d) The "Contract" of this contract: Shall mean the tender documents comprising the notice inviting tender, form of tender conditions, the drawings and priced bill of quantities with their preamble, the acceptance thereof, and the articles of agreement, together with the conditions of contract with its appendix and special conditions, if any the specifications referred to in the conditions, designs, drawings and instructions issued from time to time by the Consultants/Bank and all these documents taken together are deemed to form one contract and shall be complementary to one another.
 - e) **Bills of Quantities:** Variously also termed priced bill of quantities, schedule of rates, shall mean the schedule of quantities originally furnished with the notice inviting tender, duly priced in by the tenderer and accepted by the Employer for inclusion as a part of the contract for determining the consideration payable to the contractor for executing the work and as part of the contract agreement it is also referred to as the contract scheduled.
 - f) Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (Unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
 - g) **Act of Insolvency:** Shall mean any act of Insolvency as defined by the presidency towns Insolvency Act. Or the provincial Insolvency Act or any is amending such original.
 - h) Net Prices: If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall. be the sum arrived at by adding to or deducting from the actual figure appearing in a tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the contractor, the total amount of any price cost items and provisional sums of money shall be deducted from the total amount or the tender. The expression "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
 - i) The works (or the work) shall unless there by something either in the subject or context repugnant to such construction, be considered and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or addition. Wherever the word "works" is used it shall cover "installation" also under the same definition.
 - j) **Executed Risks** are risks due to riots (otherwise than among contractors Employees) and civil commotion (in so far as both these are uninsurable war (whether declared or not) invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from air craft, acts of God such as earthquake, lighting and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Employer or causes solely due to use of occupation in manner for which the

works/installations in respect of which a certificate of completion has been issued or a cause solely due to faculty design of works.

- k) **Provisional Items** Shall mean items for which only very approximate quantities have been included in the tender documents.
- l) Virtual Completion of works/installations shall mean the Substantial completion of works/installations in accordance with the contract is enabling the employer to the same.

2. **Consultant/Bank Instructions:** The Contractor shall execute the whole and every part of the work in the most substantial and workmanship like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully, to the designs, drawings, drawings and instructions in respect of the work given by the Consultants/Bank and under the directions of and under the supervision of and subject to the approved in all respects by the Consultant/Bank who may in their discretion and from time to time issue further drawings, and/or written instructions, directions and / or written instructions, details and explanations which are hereafter collectively referred to as Consultant/Bank in regard to:

- a. Variation or modification of the design quality or quantity of Works of the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings or between the schedule of quantities and/or Drawings and/or specifications.
- c. The removal from the site of any materials brought thereon by the contractor and the substitution of any other materials therefore.
- d. The dismissal from the works of any persons employed there upon.
- e. The opening up for inspection of any work covered up.
- f. The amending and making good of any defects under clause 19.
- g. The removal and/or re-execution of any works executed by the contractors, on account of defects under clause 18.

The contractor shall forthwith comply with and duly execute any work comprised in such Consultants/Bank instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the

Consultant/Bank shall if involving a variation be confirmed in writing by the contractor within seven days by and if not dissented from writing with in a further seven days by the Consultants/Bank; such shall be deemed to the Consultant/Bank instruction within the scope of the contract.

Manner of Execution of Work: The Consultant/Bank shall be entitled to, direct at what point or points and in what manner the works are to be commenced, and from time carried on.

Variation to be approved by Employer: Notwithstanding anything herein contained, the Consultant/Bank or his representative shall not, without prior concurrence in writing which will result in the Employer having to pay the contractor any additional sum greater than Rs (tendered amount accepted by the Bank) And all such instructions issued to the employer. The contractor shall submit through the Consultant/Bank a statement of analysis of rates, vouchers etc. the rates on scrutiny and final acceptance of the employer under the terms and clauses 16 hereof shall form a supplementary schedule of quantities.

3. **Agreement copies to be supplied:** The contract Document shall remain in the custody of the Consultant/Bank (Employer) and shall be produced by him at his office as and when required by the Employer/ Consultant/Bank or the contractor. The Consultants/Bank shall furnish the contractor on the signing hereof or his representatives shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor he shall, if so required, forth with return to the Consultant/Bank all drawings and specifications.

4. **The Contractor to provide everything necessary:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and amounts shall except as otherwise provided cover all his obligations under the contract, and all matters and things necessary for the proper completion of works.

The contractor shall provide at his own cost all materials (except such, materials if any as may in accordance with the contract be supplied by the Employer) machinery, plant, tools appliances, implements, ladders cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the or substituted taken together whether the same may or may not be reasonably inferred there from, and if the contractor finds and discrepancy in the drawings, or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Consultant/Bank who shall decide which is to be followed, subject to:

- i) Anything shown or contained in any one or other of (a) the drawings, (b) specifications and (c) the contract schedule and not shown in the others shall be equally binding as if it were contained in each of them.
- ii) Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small-scale drawings.
- iii) The following orders of preference shall apply:
 - a) The drawings, (b) specifications, covered by bill of quantities, (c) Technical specifications.

5a. Contractor to conform to legal regulations: The contractor shall conform to the provisions any Act of the Legislature relating to the works and to the regulations and Bye-Laws of any authority and if any water, lighting and other companies and/or authorities with whose system the structure is proposed to be constructed, and shall before making any variations from the drawings or specifications that may be necessitated by so conforming give to the Consultant/Bank written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the contractor shall no within ten days receive such instructions he shall proceed with the work, confirming to the provisions, Regulations or byelaws in question and any variations so necessitated shall be dealt with under clause 12 & 16.

5b. The contractor shall indemnify the Employer from and against all claims, demands, proceedings damages, or to which it may put by reason not confirming to or complying with any of the provisions of requirements of any act or sanction, central or state, rules, regulations, Bye-Laws of local authorities, Panchayat, collector or any other companies relating to or in water, light or other amenities at the site.

6. Contractor Responsible for setting out work: The contractor shall on the basis of dimensioned drawings and information necessary for the purpose furnished by the Consultants/Bank set out the works on site at his own expense responsible for the correctness of the positions, levels, dimension and setting out by the representative of the consultant or of the Employer shall not in any way he shall amend at his own cost and to the satisfaction of the Consultant/Bank, any error in the setting out or consequential to wrong setting out, found at any stage during the progress of the work or during the defects liability period after completion of the work.

7.1 The contractor shall maintain at the site comprehensive registers, posted up-to-date, showing the nature of the materials/articles/goods their identification marks, dates and the results of the tests, etc. such registers shall be got countersigned by the representatives of the Consultant/Employer at site and extracts from the consultant and the Employer. The form of the registers shall be mutually set.

7.2 The costs of the sets and of the materials and labour and equipment if any, involved in the testing operation shall be borne by the Contractor in all cases except as otherwise provided for in the contract.

8. Supervision by Contractor: The contractor shall give all necessary personal superintendence during execution of works, and thereafter as long as the Consultants / Bank may consider necessary until the expiration of the "Defects Liability Period" satisfied in clause 19 herein. The contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name the Consultant/ Bank shall approve and who shall be in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Consultant/Employer to such representatives shall be held to have been given to the contractor. If the contractor fails to appoint and keep on the works a competent and qualified representative as

aforesaid the Consultant/Bank shall have powers to suspend the works till such time a competent qualified representative as aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the work.

9. **Dismissal of workmen:** the contractor shall on the request of the Consultant/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of such person shall not be again employed on the works without the permission of Consultant/Employer.
10. **Access to works:** The Employer, the consultant and his respective representatives shall at all reasonable times have free access to the works and / or to the workshops, factories or other places where materials are laying or from which they are being obtained and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorized by the Employer or the consultant except the representatives of public authorities shall be allowed on the works at any time.
11. **Work not to be sublet:** The whole of the works included in the contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or sublet the contract or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the contractor from active superintendence of the works during their progress.
- 12.1 **Variation not to vitiate the contract:** No alteration, omission or variation shall vitiate this contract but incase if the Consultant/Bank thinks proper at any time during the progress of the works to make any alterations in or additions to or omission from or substitutions for the original drawings, specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof to the contractor, in writing the contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to the main work, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviation from any of the provisions of the contract stipulations, specifications or contract drawings without the previous consent in writing of the Consultant/Bank and the value of such extra, alteration, additions or omissions or substitutions shall in all cases be determined by the Consultant/Bank with the prior approval in writing of the Employer in accordance with the provisions of Clause 16 hereof, and shall be added to or deducted from the contract amount accordingly.
- 12.2 The supply and execution of any part of the carrying out of any works incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the contractor to extra paying providing that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the drawings and specifications without the said part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings, Specifications and schedule of quantities and provided the same may be reasonably inferred thereof.
- 12.2.1 The time for completion of work shall, in the event including authorized variations results in an addition to the contract sum in excess of 10% be extended on payment by the contractor as follows:
In the proportion which the total executed contract value including authorized Variations bear to the original contract value, the certificate of the consultant/Bank Being conclusive as to such proportion:
25% of the additional time calculated way of above or such further time as may be considered to be reasonable by the consultant/Bank.
- 12.3 Similarly, the changing the position of the work from one to another or to a more difficult position than shown in the drawings or described in the specifications or the contract schedule, of the carrying out of work under circumstances not contemplated in the specification or the contractor to extra payment.
- 13.a **No compensation for alteration in or restriction of work:** If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole or part or parts thereof as specified in the tender to be carried out, the Consultant/Bank shall give notice in writing

of the fact to the contractor who shall not claim for any compensation whatsoever on account of any profit which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawing, designs and instructions that shall involve curtailment of the work originally contemplated.

- 13. b Schedule of quantities on standard of measurement:** The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement.
- 14. Errors in Bill of Quantities:** No errors in description or in quantity or by way of omission of items from the schedule of quantities shall vitiate this contract but shall be rectified and the value thereof as ascertained under clause 16 herein shall be added to or deducted (as the case may be) from the contract amount provided that there shall be no rectification of errors in the contractor's schedule of rates.
- 15. Measurement of works:** The Consultant/Bank may from time to time intimate to the contractor and the Employer that he required the works to be measured, the contractor shall forthwith attend or send a qualified agent to assist the Consultant/Bank or the representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required either of them. Provided that the contractor shall give notice of not less than ten clear days to the Consultant/Bank or his representative in charge of the work before covering up or placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered or placed beyond reach of measurement any work without the consent of the Consultant/Bank and his representative in ten days inspect the work and cause the measurements to be made if, any work be so covered up without the consent of the Consultant/Bank or his representative-in-charge of the work, the same shall be uncovered at the contractor expense, or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed. Should the contractor not attend or neglect or omit to send such agent then the measurements taken by the Consultant/Bank or person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this contract. The contractor or his agent may at the time of measurement take such notes and details as he may require. All authorized extra works, omission and all variations made without Consultant/Bank knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurement.
- 16. Price of variation:** The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:
- i) The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
 - ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analyzing of rates for the said similar or near substantiated by purpose bills/vouchers shall be adopted. Using factors and constants for quantum of materials labour T & P and sundries from NBO/CPWD, standard PWD data/analysis in the order. When called upon to do so the contractor shall submit the required purchase bills/vouchers.
 - iii) In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in the other schedule similarly, in case (ii) above, if similar or near similar items cannot be found in the schedule pertaining to the work which the addition, alteration or substitution (deviation) occur, similar or near similar items from the other schedules shall be adopted.

- iv) In the case of additional, altered or submitted (deviate) work for which rates cannot reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices substantiated by purchase bills/vouchers, using factors constants for quantum's of material, labour, T&P and sundries from NBO/CPWD/Standard materials, labour T& P and sundries from NBO/CPWD/Standard PWD/data analysis in the order thus written, adding maximum of 15% towards profits and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers, to the Consultant/Bank.
- v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additions, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near to similar items in the contract schedule will be decided by the Consultant/Bank.
- vi) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principals enunciated and the Consultant/Bank after scrutinizing the analysis and other paper furnished, will allow such rates as he considers reasonable.
- vii) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender or the period schedule of quantities or, if not stated, then in accordance with the minimum local day work rates and wages for the district, notified by the concerned authority. Provided that in either case if required by the Consultant/Bank vouchers, muster rolls and other documents required for proper verification of the labour employed and the materials developed on the said work and the costs thereof be delivered to the Consultant/Bank or his representatives at or before the end of the week following that in which the work has been executed.

The Consultant/Bank will decide the question as to whether extra work is of such nature that it cannot be properly measured or valued. The margin to be allowed on actual costs to the contractor towards profits and overheads shall be 15%.

- viii) **Deviation Limit:** It is the value of which the total executed contract value including authorized variation in excess of the original contract value. Expressed as a percentage and shall be adjusted on the sum total of all additions, omissions, reductions, alterations or substitutions (deviations) covered by authorized variations under clause 2 and 13 of the conditions of contract. The values of prime cost sums shall not be included in calculating the above percentage.

17. Unfixed Materials: Wherein any certificate (of which the contractor has received payment) the Consultant/Bank has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and shall not be removed except for use upon the works, without the written authority of the Consultant/Bank. The contractor shall be liable for any loss or damage to such materials.

18. Removal of Improper work, material etc. : The Consultant/Bank shall, during the progress of the work, have full powers to order in writing from time to time, removal from the works within such reasonable in the opinion specified in the order, of any materials which in the opinion of the Consultant/Bank are not in accordance with the specifications or the instructions of the Consultant/Bank or do not conform to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with unsound, imperfect or skilled workmanship or with materials not in accordance with the contract, notwithstanding that the same may have been passed or certified or, and paid for and the contractor shall forth with carry out such order at his own cost.

In case of default on the part of the contractor to carry out such order, the Employer shall have the power to being answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the Consultant/Bank shall be borne by the contractor, or may be deducted by the Employer from money due or that may become due to the Contractor.

In lieu of re-execution of any work not in accordance with the contract Consultant/Bank may in their option allow it to remain but will allow for such work reduce rates. The decision of

Consultant/Bank to exercise his option in this regard and the quantum of reduction to be made in the rate for the item in question shall be final and binding on the contractor.

19. Defects Liability Period: Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period stated in the appendix hereto or if none so stated, within 12 months after the virtual completion of the works arising in the option of the Consultant/Bank from material or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the Consultant/Bank and within such reasonable time as shall be stated therein specifying the work, materials or articles complied of notwithstanding that the same may have been passed or/and certified, paid for, be amended and made good by the contractor, at his own proper charges and cost and incase if default. The Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages loss and expenses shall upon the Consultant/Bank certificate in writing be recoverable from the contractor by the Employer or may be deducted by the Employer from any money due or that may become due to the contractor or the Employer may in lieu of such amending and making and by the contractor deduct from any money due to or that may become due to the contractor a sum to be determined by the Consultant/Bank equivalent to the cost of amending and making good such work and in the event of the amount retained under clause 28 being insufficient, recover the balance from the contractor, together with any expenses the Employer may have incurred in connection therewith, should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Consultant/Bank/Employer as provided in clause 11 the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor himself and been subject to the provisions of clause 2 thereof. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Consultant/Bank of any certificate including the final certificate, or the passing of any certificate including the final certificate, or the passing of any accounts.

20. Completion Certificate: The works shall not be considered as completed until the Consultant/Bank has certifies in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work. Within ten days of the completion of work, the contractor shall give notice of such completion of the Consultant/Bank shall inspect the work and if there is no defect in the work shall furnish the contractor with certificate of completion otherwise a provisional certificate of completion indication defects (a) it be rectified by the contractor and / or (b) for which payment will be made at reduce rates, shall be issued but no certificate of shall the work considered to be complete until the work as executed, all scaffolding, surplus materials, walls floors or other parts of any building, in upon or about which the work was exe3cuted, or of which he may have had possession for the purpose of execution thereof , and not until the shall have been measured by the Consultant/Bank. If the contractor fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended in terms of clause 24 herein, the employer after issuing due to notice, may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish; etc; and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof. And the expenses, if any, so incurred may be recovered from any money due or that may become due to the contractor by the Employer.

21. Contractor Liable for Damage Done:

21.1 The contractor shall be responsible for all injury to persons, Animals or things, and for all structural and decorative damage to the property which may arise from the operation or neglect of himself or if any nominated subcontractor's employee whether such injury of damage arise from care less, accident or any other cause whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to building, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as all damage caused to the buildings and works forming the subject of this contractor by frost or other inclemency of weather. The Contractor shall indemnify the employer and hold him harmless in respect of all and

any acts of Government or otherwise and also in respect of any awards of compensation or damages consequent upon such claims.

21.2 The contract 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 party.

21.3 The Contractor shall indemnify the employer against all claims Which may be made against of employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved insurer a policy of insurance in the joint names of employer and contractor against such a risks and deposits such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the work men's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or sub-contractor and shall at his own expenses effect and maintain, until the virtual completion of the contract, with on approved insurer 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.

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 for defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges and expenses arising out of claim or proceeding and also in respect of award of compensation for damage arising there from.

The Employer with the concurrence of the Consultant/Bank shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

22. Responsibility for safety of building: The contract shall be responsible for the safety of the works (including the materials, temporary building and plant) until they are taken over by the employer and they shall stand at their risk, and be in the sole charge of the contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

22.a Insurance of the works: The contractor shall within 7 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 in earlier against laws or damage by fire and unusual risks other than fire against which insures generally provide cover in a CONTRACTORS ALL RISK POLICY, with names of the employers and contractor (the name of former being placed first in the policy), for the full amount of the contract. Such policy shall cover the property of amount of the employer only and Consultant and surveyor's fees for assessing the claim and in connection with his services generally in re-instatement sub-contractor or employee. The contractor shall deposit the policy and receipts for the premium paid with the consultant within a week of the date of commencement of the work unless otherwise instructed by the consultant/Bank. In default of the consultant/Bank on his behalf may be due or that may become due to the contractor.

The contractor shall as soon as claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completions 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 extension of time for completion as the Consultant/Bank decides.

23. **Liquidated Damages:** If the contractor fails to complete the works by the date stated in the Appendix or within any extended time under clause 24 herein below the contractor shall pay or allow the employer the sum named in the appendix as “Liquidated Damages” for period during completion of the work as defined in the contract, and the employer may deduct such damages from any money due or that become due to the contractor.
24. **Extension of Time:** If the contractor shall desire of time for completion of the work on the grounds of his having been unavoidably hindered by such causes as(a) force major or (b) any exceptional inclement weather or(c) proceedings taken or threatened by or despite with adjoining or neighboring owners or public owners or public authorities arising otherwise than through the contractors or (d) the work or delays of other contractors or the consultant/bank and not referred to in the schedule of quantities and or specifications or (e) strike or lockout affecting any of the building trades or directly the work or (f) delays in the supply of materials stipulated to be supplied by the employer or any other valid ground, he shall apply in writing to the consultant/bank within 2 (two) days of the date of such hindrance an account of which he desires such extension as aforesaid and the consultant/bank, if in his opinion reasonable grounds have been shown thereof, may with the previous approval in writing of the employer make a fair and reasonable extension of time for completion of contract works, but the contractor shall nevertheless the constantly use his endeavours to prevent delay and shall do all that may reasonable be required of him to proceed with the work expeditiously provided.
- a. That the contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and
 - b. That the contractor shall suspend the works whenever called upon to do so in writing by the consultant/bank and shall be allowed suspension of work and nothing else.
25. **Failure of contractor to comply with consultant/bank instruction:** If the contractor, after receipt of written notice from the consultant/bank requiring compliance within a week fails to Comply with such further drawings/and/or consultant/bank instructions, the employer may employ and pay other persons to execute any such work whatsoever that may necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the contractor by the employer on the certificate of the consultant/bank as a debt or may be deducted by him from any money due or to become due to the contractor.
26. **Termination of contract by Employer:** If the contractor being an individual or a firm commits any “Act of Insolvency”, or company shall have an order for compulsory insolvency or be subject to the supervision of the court and of official assignee or the liquidator in such acts of insolvency or winding up, as the case may be and shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the consultant/bank that he is able to carry out and fulfill the contract and to give security therefore, if so required by the consultant/bank. OR if the contractor (whether an individual, firm of incorporated company) shall suffer execution to be issued. OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor. O R shall assign or subject this contract without the consent in writing of the employer first obtained. OR shall charge or encumber this contract or any payments due or which may become due to the contractors there under; OR if the consultant/bank shall certify in writing to the employer that the contractor.

Has abandoned the contract, or 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 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 the consultant/bank notice to proceed, or Has failed to remove the materials from the site or to pull down and replace work for seven days after receiving from the consultant/bank written notice that the said Materials or work were condemned and rejected by the consultant/bank 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 seven days after written notice shall have been given to the contractor requiring The contractor to observe or perform the same, or Has to determine

of good workmanship of without the consent if writing of the Employer sublet any part of the contract.

Then and in any of the said causes the employer may not withstanding any previous waiver, after giving seven day's notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the consultant / bank or the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or behalf of the contractor. And further the employer by his agents or servants may enter upon and take possessions of the works and all plant, tools, scaffolding, sheds, machinery, steam or other power utensils and materials laying upon the premises or the adjoining lands or roads, and use the same as his own property or may deploy the same by means of his own servants and workmen in carrying on and completing the works or by employing other contractor or persons to complete the work and the contractor shall not in any way interrupt do no act, matter, or thing to prevent or hinder such other contractor/s or other person or persons employed for completing and finishing or using the materials as soon thereafter as convenient the consultant/bank shall give receipt thereof by him the employer shall be entitled to sell the same by public auction and give credit to the contractor for the amount realized.

The contractor's account shall also be credited with the amount that would have been payable to him, for uncompleted work (completed by the Employer through other contractor/s or person as aforesaid) in terms of his agreement as if the contractor had not been determined and he (the contractor) had continued to execute the work to its completion. The actual gross expenses to the employer including incidental charges in completing the uncompleted work Through other contractor/s or person or persons shall be debited to the contractor's accountant if it be not less than the credit for the uncompleted work as above referred if however, the said debit to be made less than the said credit then the amount to be debited shall be less than the said credit, than the amount to be debited shall be equal to the value of the credit given as above referred.

The consultant/bank shall thereafter as certain and certify in writing what (if anything) in the final accounting is due to payable to the contractor for the sale of the surplus materials and plant and loss the employer shall have been put any owing, to the contractor and vice versa, and the certificate of the consultant/bank in this regard shall be final and conclusive between the parties.

- 27. Certificate and payment:** All bills in triplicate shall be submitted by the contractor along with detailed measurements of the work completed at site provided that at least 50% of the work of the accepted value of the tender has been completed at site by the contractor. The consultant shall check/take the measurements or cause the measurements to be checked/taken for the purpose of having some to be verified and to the extent work has been executed in accordance with the contract, issue interim certificate and the employer shall make payment to the contractor on the basis of such certificates within the period specified for honoring interim certificates (in the appendix to the conditions of the contract) subject to retention of SD at the percentage marked in the said appendix till the whole SD is collected. During the tenure of this contract, only two bills shall be accepted. The first bill shall be as per interim certificate as above and the second bill shall be the final bill as detailed under.

And when the works have been virtually completed and the consultant/bank shall have certified in writing that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and in accordance with the certificate to be issued by the consultant/bank payment shall be made by the employer within the time named in the appendix as "Installment after virtual completion". And the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the consultant/bank after the expiration of the period to as "the defects liability period" in the appendix hereto from the date of virtual completion or as soon after the expiry of such period as the works shall have been finally completed and all made good according to the true intent and meaning thereof whichever shall last happen. Provided always that the issue by the consultant/bank of any certificate during the progress relieves the contractor from his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works or material or to any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or materials which is reasonable examination would not have disclosed. No certificate of the consultant/bank shall itself be conclusive evidence

that any work or materials to which it relates are in accordance with the contract neither will be contractors have a claim for any amounts which the consultant/bank might subsequently be discovered as not payable and in this respect the employer's decision shall be final and binding.

The consultant/bank shall have power to with hold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

The consultant/bank, may, in any certificate make any correction in any previous certificate, which shall have been issued by him. No certificate of payment will be issued by the consultant/bank if the contractor fails to insure the works and deep them insured till the issue of the virtual completion certificate of payment may be refused if the contractor fails to execute the formal agreement within two weeks of his being called upon to do so.

28. Security Deposit, Retention monies bear no interest: Return money/security deposit, or the balance of it available with the employer, shall be refunded to the contractor in the manner specified in the appendix to the conditions of contract and shall bear no interest whatsoever until the date of its return, not withstanding any provision to the contrary elsewhere in this contract.

29. Matters accepted from Arbitration: The decision, opinion, direction certificates (except for payment) with respect to all or any of the matters under clauses 2,4,7,9,12,16,18,19,24,26 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. And other decision, opinion, direction, certificate or valuation of the consultant/bank or any refusal of at the consultant/bank to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Consultant/Bank under the following clause.

30. Arbitration Clause:

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

For the purpose of appointing the sole arbitrator referred to above, the appointment authority will send within thirty days of receipt by him of the written notice aforesaid to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt by him of the names as aforesaid; select any one of the persons named to be appointed as a sole arbitrator and communicated his name to the appointing authority within thirty days of receipt of him of the names. The appointing authority shall there upon without any delay appoint the said person and the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the appointing authority shall make the selection and appoint the selected person as the sole arbitrator.

If the appointing authority fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall be unconnected with either party. The appointing authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as the sole person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the appointing authority.

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

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

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

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

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

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

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

31. **Right of technical scrutiny of final bill:** the employer shall have a right to cause a technical examination of the works and the final bill of contractor including all supporting vouchers, abstract etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the employer to recover the sum.
32. **Employer entitled to recover compensation paid to workmen:** If, for any reason the employer is obliged, by virtue of the provisions of subsection (1) of section 12 of the work men compensation Act 1923, to pay compensation to a work men employed by the contractor, in the execution f the works the employer will recover from the contractor the amount of under sub-section (2) of section 12 of the said Act, the employer will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the employer shall not be bound to contest any claim made against him under sub-section (1) if sectuib12, of the said act, except on the written request of the contractor and upon might become liable in consequence if contesting such claim.
33. **Labour Laws/Regulations:** The contractor shall employ labour in sufficient numbers directly through sub-contractors to maintain throughout the period of the contract the rate of progress required according to approved program of work and of quality to ensure proper workmanship in accordance with the specifications and drawings and the Consultant/Bank instructions.

The contractor will comply with the provisions of all Acts of Government relating to labour and the rules and regulations made there under from time to time. He shall also submit at the proper time all particulars statements required to be furnished to the labour authorities on being directed to do so by the Consultant / Bank.

The contract shall register and obtain necessary licenses, maintain all registers, records, notices and documents and submit returns as prescribed by various enactments required under various statutes Including the contract labour (Regulation and abolition) Act, 1970 and rules made there of all the statutory regulations that are in time in all matters concerning this contract.

The contractor will also comply with all the rules and regulations stated in the minimum wages Act 1948 and the subsequent amendments. The contractor shall indemnify the employer against any liability that may arise due to the noncompliance of any provisions under minimum wages act 1948 or any enactment affecting the work contemplated under the contract.

34. **Apprentice Act:** The contractor shall comply with the provisions of the Apprentice Act 1961 and the Rules and Orders issued there under from time to time. Failure to do so will amount to a breach of contract and the employer may in his discretion terminate the contract. The contractor shall also be liable for any or other liabilities arising on account of any violation by him of the provisions of the Act.
35. **When Contractor Dies:** Without prejudice to any or remedies under this contract, if the contractor dies, the employer shall have the option of terminating the contract without compensation to the contractor.
36. **General Indemnity:** The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any Act or Status, Central or State, Rules, Regulations, Bye laws of Local Authorities, Panchayat, Collector or any companies relating to or in connection with the works or to labour or for supply of water ,light or other amenities at the site

WATER AND ELECTRICITY FOR EXECUTION OF WORK:

The Bank shall provide water and electricity as existing to the contractor for minor tools for the purpose of execution of various works and the charges will be deducted from his bills. Any further requirement and in case of power shutdowns or in any other eventuality where in the Bank is not able to provide the above, contractor has to make his own arrangements.

CONTRACTOR TO INSPECT SITE:

The contractor shall visit and examine the construction site and satisfy himself as to the nature of the existing roads or other means of communication and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made to consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed. All expenses incurred by the contractor in connection with obtaining information for submitting this tender including his visits to the site or efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement there of shall be entertained.

ACCESS FOR INSPECTION:

The contractor has to provide at all times during the progress of the works and the maintenance period, proper means of access, with ladders, gangways etc. and the necessary attendance to move and adopt the same as directed for the inspection of measurements of the works by the Bank/Architects or his representatives.

PAYMENT OF MOBILISATION ADVANCE:

No mobilization advance shall be paid.

SAFETY CODE

1. The contractor shall maintain in a readily accessible place “**FIRST AID APPLIANCES**” including adequate sterilized dressing and cotton wool.
2. The injured person shall be taken to public Hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong and scaffolds should be provided for workmen for all works that cannot safety be done form ground.

4. No portable single, ladder shall be over 9 meters in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs not more than 30 cm. When a ladder is used an extra helper shall be engaged for holding the ladder.
5. Providing suitable fencing or railing, the minimum height of which shall be one meter, shall provide every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials.
6. No floor, roof or any other part of the structure shall be so loaded with Materials as to render it unsafe.
7. Workers shall be provided with protective glasses, footwear and rubber hand gloves wherever required.

Those engaged in welding works shall be provided with welder's protective eye and gloves.

i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint if dry rubbed and scraped.

Overalls shall be supplied by the contractor to the painter and adequate facilities shall be provided to enable the working painters to wash themselves during the period of cessation of work.

Hoisting machines and tackle used in the works including their attachments anchorage and supports shall be maintained in perfect conditions.

Ropes used in hoisting or lowering materials or as a means suspension shall be of durable quality and of adequate strength and free from defects.

GENERAL AND TECHNICAL SPECIFICATIONS

1. These specifications are for the work to be done, Items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Consultant/Bank.
2. The workmanship is to be the best available and of a high standard, use must be made of 'Specialist' tradesman in all aspects of the work and allowance must be made in the rates for doing so.
3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Consultant/Bank in accordance with the samples which may be submitted for approval and generally in accordance with the specifications.
4. Samples of all materials including those specified by name of the manufacture or the brands, trades name or by the reference to catalogue Nos. are to be submitted to the either orders delivers in the bulk to site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expense of the contractor.
5. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc, for approval of the Consultant/Bank before proceeding with such works.
6. Should it be necessary to prepare shop drawings, the contractor at his own expense prepare and submit at least four sets of such drawings to Consultant/Bank for approval
7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by consultants or the Bank.

The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Consultant before commencing the work.

Partition line out shall be done at the site before starting the work and got approved from the Consultants.

The contractor shall submit a Bar chart (CPM method) for the project scheduling within one week of letter of acceptance of tender or one day prior to commencement of work whichever is earlier and get the same approved from Consultant/Bank in advance to co-ordinate the work with other agencies.

In order to complete the work in time, the contractor may have to work in more than one shift and beyond office hours. He will do so without any extra charges and without causing any disturbance/inconvenience to the neighborhood.

The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc, his own cost.

The contractor shall quote his rate including the cost of materials as specified, corresponding wastages, labour, sales tax or any other taxes & duties, octopi, transportation to work site etc. There shall be no claims on account of idling of labour.

MEMORANDUM

1. Name of the work : Air conditioning works to be carried out at Bank of Maharashtra, Karmala branch, Karmala, in Solapur Zone.
2. Earnest Money Deposit : **Rs 5000**
3. Date of Commencement of work : From date of work order.
4. Period for Completion : **10 days** (Ten Days) from Date of commencement.
5. Value of work to be taken for issue of Interim Certificate for payment : 50% of value of work order
6. Retention percentage to be deducted from RA Bills. : 10% of the gross value of Bill
7. Total Security Deposit : as per clause No: 10
8. Defect Liability Period : 12 months from completion.
9. Refund of Security Deposit : After completion of defects liability period.
10. Liquidated Damages : 1% per week
Maximum of 10% of contract value/final bill amount.
11. Period of Final Measurements : 20 days.
12. Period of honouring Interim / Certificate for payment. : 15 days.
13. Period of honouring final Certificate for payment. : 20 days.

AIR CONDITIONING WORK SPECIFICATION

All Air Conditioning work should be done as per the relevant BIS code for Air Conditioning works.

Installation: Installation shall be carried out at the site, with the following conditions.

- a) The outdoor units are to be installed with anti vibration pads/cushioning pads on suitable MS Powder coated Stands wall mounted / floor mounted / as directed by the Bank / Architect.
- b) The indoor units are to be installed with suitable brackets and Fasteners/tie rods as per the manufacturer's standards.
- c) Laying refrigerant grade copper piping inter connecting Indoor to Outdoor units, insulated with foam/rubber as per standard manufacturer's recommendation. The insulated piping is to be inserted through a suitable diameter PVC (rigid/flexible) pipe (Makes: Sudhakar or equivalent make) with clamps, bends etc as required.
- d) Laying and terminating of suitably rated electrical cables for the above mentioned air-conditioners, from power source (existing MCB) through rated voltage stabilizer to either to the indoor unit or to the outdoor unit which depends on the on the models received and conceal the power cable in a PVC pipe (Make: Sudhakar make or equivalent) or casing &capping.
- e) Laying and terminating of inter connecting cables from indoor unit to the outdoor unit and concealed. The cable shall be of suitable capacity as per the manufacturer's standard/recommendations for the split air conditioner mentioned above.
- f) Laying of condensate drain line of suitable diameter rigid PVC (Makes: Sudhakar or equivalent make) pipe with clamps & bends, from the indoor unit and taken outside to the specified location.
- g) Leak testing of the entire system. Charging Refrigerant gas in the unit and run tested.
- h) Any additional supports required for the safety of the units needed, may be provided by the supplier, in consultation with Bank / Architect.
- i) Work supervisors & technicians: The supplier shall keep a qualified and experienced Engineer & technicians for supervision & execution of the work to ensure best quality of the work. The safety of the personnel employed/engaged for the execution of the work is the sole responsibility supplier.
- j) The copper piping layout/wiring layout/location of points/ indoor & outdoor units/wiring/drain piping/PVC piping, etc., shall be marked out /shown at site first and got approved from the Bank/Architect, before commencement of work.
- k) In place where air-conditioning conduits/units is required to fix/pass through wall/RCC column/beam or crippled sections or to the false ceiling sections, etc., the conduits/units shall be placed in consultation with Bank / Architect and should be done neatly and professionally with least damages to the walls etc.
- l) The supplier has to make his own arrangement for the safe custody of the materials brought for the installation.
- m) The supplier has to make his own arrangement for the safety belts, ladders, tools, and tackles etc., required for execution of the work.
- n) The supplier shall contact the Architect for any installation and commissioning issues of the Air-Conditioners.

The installation shall conform in all respects to Indian Standard Code of Practice for Air conditioning Wiring Installation IS: 732 and IS 2274. It shall also be in conformity with the current Indian Electricity Rules, Regulations, and requirements of the local Electric Supply Authority in so far as these become applicable to the installation. Wherever this specification calls for higher standard of material and/or workmanship than those required by any of the above regulations then this specification shall take precedence over the said regulations and standards.

At the completion of the work and before issuance of certificate of virtual completion the contractor shall submit to the consultant/Employer layout drawings drawn at approved scale indicating the complete wiring system "As Installed". These drawings shall in particular, give the following information.

A complete wiring diagram, as installed and schematic drawings showing all connections in the complete Air conditioning system.

On completion of the Air conditioning Installation, a certificate shall be furnished by the Contractor counter signed by a licensed Air-conditioning engineer as per Bank's requirement.

This certificate shall be in the prescribed form as required by the local supply authority. The Contractor shall be responsible for getting the drawings and Air conditioning Installation inspected and approved by the local Authority concerned if needed.

All material required for completion of air conditioning work like ladder, scaffolding, ropes, etc to be arranged by the contractor at his expense.

All civil works like closing of holes, grouting of condenser stand etc to be done by the contractor at his expense.

All ACs will be BEE certified star rating energy efficient Inverter model ACs.

All stabilizers will be automatic version with copper coil transfer and the voltage selection rang shall be minimum depending on the lowest peak recorded average in the month. Precise voltage range (130V to 170V to 240V to 270V).

Approved Makes for AC: Toshiba/ Hitachi/ Daikin/LG/Blue star/ Carrier/ Voltas/Mitsubishi

Approved Makes for Stabilizer: V guard or equivalent.

DATE-

SIGNATURE AND STAMP OF THE CONTRACTOR