

# **BANK OF MAHARASHTRA**

**INTERIOR FURNISHING, ELECTRICAL AND  
AIR-CONDITIONING WORKS**

*for*

**BANK'S FLAT AT EAST KIDWAI  
NAGAR, NEW DELHI**

**Architects:**

**M/s Geotech Technical Associates Pvt. Ltd.**

**B-04, Amrapali Princely Estate, Sector 76, Noida-201301**

# TENDER DOCUMENT

**INTERIOR FURNISHING, ELECTRICAL AND AIR-CONDITIONING  
WORKS for BANK's FLAT at EAST KIDWAI NAGAR, NEW DELHI**

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## DETAILS OF TENDER

1. Details of work to be done : Interior Furnishing, Electrical and Air-Conditioning Works
2. Estimated Cost : **Rs. 11,50,325/-**
3. Form of contract : I.S. (Item wise rate)
4. Earnest Money : Rs. 12000/- (Rupees Twelve Thousand Only) in form of Demand Draft in favour of Bank of Maharashtra payable at New Delhi in a separate sealed envelope.
5. Period of contract/Time of Completion : 30 days.
6. Cost of tender document : Rs. 1000/- (Rupees One Thousand only) payable by crossed DD in favour of Bank of Maharashtra, New Delhi
7. Last date & time for receiving of sealed tender : **17<sup>th</sup> January' 2020 upto 3.00 pm**
8. Place and date of opening of : Deputy Zonal Manager,  
**Bank of Maharashtra, Delhi Zonal Office, 3<sup>rd</sup> Floor, 15, NBCC Building, Bhikaji Cama Place, New Delhi- 66.**

**MSMEs quoting tender price within a price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 is not an MSME.**

**M/S Geotech Technical Associates Pvt. Ltd.**  
B-04, Amrapali Princely Estate,  
Sector 76, Noida- 201301.  
Telefax: 0120- 6641141

### **SUMMARY OF SALIENT FEATURES**

1. Date of Commencement : 3<sup>rd</sup> day from the date of work order/ letter of Intent.
2. Time of completion : 30 days.
3. Liquidated damages for non-completion of work in time : 1.0 % of the contract value per week subject to a max of 10% of the contract value.
4. a) Earnest Money : Rs. 12,000/- (Rupees Twelve Thousand only)
5. Minimum value of work for R/A bill payment : Rs. 6,00,000 Lakh (Rupees Six Lakhs Only). Maximum number of running bill prior to final bill shall be One only
6. Defect Liability period : 12 months (Twelve months) from the date of virtual completion as certified by Architect/ Employer.
7. Period of submitting by the contractor. : One (01) month from the date of completion.
8. Mobilization Advance/ Secured Advance : No Mobilization Advance/ Secured Advance will be given to the contractor.
9. The Contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as will amount:

2% of quoted value of works less EMD already deposited

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

Signed this \_\_\_\_\_ Date \_\_\_\_\_ 2019.

**SIGNATURE OF CONTRACTOR  
WITH DATE & SEAL**

**NOTICE TO TENDERERS**

M/S.....  
.....  
.....  
.....

PROJECT: **INTERIOR FURNISHING, ELECTRICAL AND AIR-CONDITIONING WORKS for BANK'S FLAT AT EAST KIDWAI NAGAR, NEW DELHI**

Dear Sirs,

1. The BANK of MAHARASHTRA takes the pleasure in inviting you to tender for the aforesaid work.
2. Sealed tender should be addressed to the Deputy Zonal Manager, Bank of Maharashtra, Delhi Zonal Office, 3<sup>rd</sup> Floor, 15, NBCC Building, New Delhi-66 and superscribed **“Tender for the Proposed Interior furnishing, Electrical and Air-Conditioning Works of Bank of Maharashtra, Flat for Zonal Manager”** so as to reach Deputy Zonal Manager, Bank of Maharashtra, Delhi Zonal Office, 3<sup>rd</sup> Floor, 15, NBCC Building, Bhikaji Cama Place, New Delhi latest by **17/01/2020 upto 3.00 p.m.**
3. The tenderers are required to submit their offer in two parts separately sealed. The first part shall consist of Earnest Money Deposit, letter of offer from the tenderers assumptions, corrections, and alternations to any of the conditions/ specifications if any. The tenderers should all note that they are not required to disclose their quoted price in the first part. The second part shall consist of the documents issued to them i.e. Notice to Contractors, Agreement Form, General Conditions, Special Conditions, Appendix, Specifications, BOQ etc. and corrigendum issued if any. The tenderers shall not make any correction/ alteration on these documents. The part I & II should be clearly indicated on the envelopes. The part I shall be opened first and if the same is accepted by Bank of Maharashtra, then the part II shall be opened later on the sole discretion of the Bank.
4. The clarification if any, may be obtained from the Architect, M/s Geotech Technical Associates Pvt. Ltd., B-04, Amrapali Princely Estate, Sector 76, Noida – 201301 (Tel. 9818938150, 9910297218) on any working day during normal working hours.
5. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine the drawings and inspect the site of the work acquaint himself with all local conditions and matters pertaining thereto.
6. Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/ their having acquainted himself/ themselves with all the conditions/ specifications as laid down. Any tender with any of the document not signed may be rejected.

7. Any additions and alternations made in filling the tender must be attested with initials of the tenderer. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice or any change in rates or conditions after submission of the tender will be entertained.

8. The tenderers shall deposit with BANK of MAHARASHTRA, New Delhi Rs. 12,000/- (Twelve Thousand Only) by Demand Draft only as the Earnest Money which amount shall be forfeited in the event of any refusal or delay in signing the Contract. The deposit of the unsuccessful tenderers will be returned without any interest, after a decision is taken regarding the award of the Contract. The Earnest Money of the successful tenderer will be adjusted towards retention money. Any tender not accompanied by the requisite Earnest Money in Demand Draft will not be considered and shall stand rejected. It may be noted that conditional Tender may be liable to be rejected.

9. Within 3 (working) days of the receipt of intimation from the BANK of MAHARASHTRA of the acceptance of his/ their tender, the successful tenderers shall be bound to implement the Contract by signing agreement in accordance with the terms and conditions of the contract attaching herewith but the work order or the written acceptance by the BANK of MAHARASHTRA of tender will constitute a binding agreement between the BANK of MAHARASHTRA and the Contractors so tendering whether such formal contract is or not subsequently entered into.

10. All compensations or others of money payable by the Contractor to BANK OF MAHARASHTRA under the terms of this contract may be deducted from the retention money or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the retention money being reduced by reason of any such deductions the Contractor shall within 7 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from his retention money.

11. In case, where the same item of work is mentioned at more than one place in the Schedule of quantities the lowest of the rates quoted by the Contractor for the item shall be taken for the payment of this item.

12. Time is the essence of the Contract. The work should be completed in 30 days from the 3<sup>rd</sup> day of the work order issued to the Contractor to commence the work.

13. If the contractor fails to complete the work by the schedule date of completion or within any sanctioned, extended time, he will have to pay liquidated damages for the period that work remains incomplete as per clause of the attached 'General Conditions of Contract.

14. The quantities contained in the Schedule are only approximate. The work as actually carried out and done will be measured up from time to time for which payment will be made subject to the terms and conditions of the Contract.

15. The Tenderers are advised to note that NO MOBILISATION ADVANCE shall be released to the contractor for commencing the work.

16. Tender shall be valid for period of 90 days from the due date of its submission to Bank of Maharashtra. However, BANK of MAHARASHTRA is not bound to accept the lowest or any tender

and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for doing so.

17. BANK OF MAHARASHTRA Reserves the right to split the work between two or more tenderers and offers are invited on this basis only. Work can be divided in part and full to any one or more parties.

18. Total security deposit shall be 10% of the contract value.

19. The Contractor shall give a list of his relatives working with the Bank along with their designations and address.

20. The work should be carried out as per IBA Manual/ Rules.

21. MSMEs quoting tender price within a price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 is not an MSME.

**Deputy Zonal Manager,  
Bank of Maharashtra,  
Delhi Zonal Office,  
3<sup>rd</sup> Floor, 15, NBCC Building,  
Bhikaji Cama Place, New Delhi-66.**

**APPENDIX TO CONDITIONS OF CONTRACT**

1. Earnest Money Deposit : Rs. 12,000/- (Rupees Twelve Thousand Only).
2. Period of Final Measurement : One (Month) from the date of virtual completion.
3. Defects Liability Period : 12 (Twelve) Month from the date of virtual completion.
4. Agreed Liquidated Damages : 1.0% of the contract value per week of delay, subjected to maximum of 10% of the contract Value.
5. Retention money to be deducted from bills : 10% (Ten percent) for the value of the work executed.

**SIGNATURE OF CONTRACTOR WITH DATE**

**WITNESS :**

**DATE :**



**LETTER INVITING TENDER**

To, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT : **INTERIOR FURNISHING, ELECTRICAL AND AIR-CONDITIONING WORKS for PROPOSED FLAT FOR ZONAL MANAGER for BANK OF MAHARASHTRA at EAST KIDWAI NAGAR, NEW DELHI**

Dear Sir,

1.0 Sealed item rate tenders are invited for the subject work as detailed below:

A copy of tender document with one set of drawings is enclosed for submitting your offer.

- i. Name of work : Proposed Interior Furnishing, Electrical and Air-Conditioning works for proposed Flat for zonal manager for Bank of Maharashtra at East Kidwai Nagar, New Delhi
- ii. Time for completion of the work : 30 days
- iii. Earnest Money Deposit : Rs. 12,000/- (Twenty Four Thousand only) by demand draft in favour of BANK of MAHARASHTRA only.  
**Important:** In case the contractor withdraws his offer within the validity period of the tender, the earnest money deposited along with tender shall stand forfeited.
- iv. Tenders to be submitted to : **Deputy Zonal Manager,  
Bank of Maharashtra,  
Delhi Zonal Office,  
3<sup>rd</sup> Floor, 15, NBCC Building,  
Bhikaji Cama Place, New Delhi-66.**
- v. Last date for submission of tender : **17.01.2020 upto 3:00 PM**

- vi. Date & time for opening of tender : **3:30 PM on 17.12.2019**
2. Your attention is invited to “Instructions to Tenderers” attached herewith for strict compliance.

**CONDITIONAL OFFER**

3. Any tender who proposes alterations to any of the conditions, specifications laid down in the tender documents or proposes any new conditions, whatsoever will be liable to be rejected.
4. In case any tenderer inspite of clause 3 above proposes any new conditions or proposes alteration to any condition/ specifications which will have financial effect if the condition/ alteration are not accepted then at the financial effect plus or minus shall be indicated by the tenderer against each such condition/ alteration proposed by the tendered for withdrawal of the condition/ alteration along with his tender offer. No financial effect shall be considered after opening of tender.
5. Owner reserves the absolute right to accept/ reject any or all tenders without assigning any reason. Kindly acknowledge the receipt of this letter with all enclosures and confirm that you will submit your offer by the due date.

For & on behalf of

**Deputy Zonal Manager,  
Bank of Maharashtra.**

### **SALIENT FEATURES OF TENDER**

1. Type of Contract : Item rate basis.
2. Estimated Cost : Rs. 11,50,325/-
3. Validity of offer : 90 days from the date of opening of tender.
4. Earnest Money Deposit : Rs. 12,000/- (Rs. Twelve Thousand only) by demand draft only.
5. Date of commencement of work at site. : Within 3 days from the date of issue of letter of Intent.
6. Mobilization Advance : No Mobilization Advance shall be paid.
7. Period of completion : 30 days from the date of issue of letter of Intent.
8. Interim Payments : Maximum One payment prior to final bill
9. Minimum value of work for Running bills. : Rs. 6 Lakhs (Rupees Six Lakhs only)
10. Period of honouring of certificates : 30 days from the date of issue of certificate of payment by the Architect.
11. Retention Money : 10% of the value of work executed.
12. Defect Liability period : 12 months from the date of issue of virtual completion certificate by the Architect.
13. Liquidated Damages : 1.0 % of contract amount for every week, maximum upto 10% of total contract value.
14. Language for communication : English/Hindi
15. Insurance, Custom Duties & Taxes : To be provided & paid by contractor.
16. Assignment & Subletting : Not allowed without approval of Architect.
17. Rates of B.O.Q's items : To include item complete in all respects.

## ARTICLES OF AGREEMENT

THIS AGREEMENT is made on ..... day of .....2019...  
between (Name of employer) .....  
(Mailing Address of Employer) .....(hereinafter  
called "the employer", of the one part and (Name of Contractor) .....  
..... hereinafter called "the Contractor) of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz. (Brief Description of works) ..... and has by Letter of Acceptance dated (Date of Letter of Acceptance) ..... accepted a Tender by the Contractor for the execution, completion and maintenance of such works, NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement and expressions shall have be same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and read and construct as part of this Agreement, viz.
  - i. Articles of Agreement.
  - ii. Original tender document.
  - iii. Relevant correspondence all letters/ correspondence forming part of contract and referred to in acceptance letter.
  - iv. Acceptance letter.
  - v. Bill of quantities.
  - vi. The Drawings.
  - vii. Time and Progress Chart.
  - viii. Other additional documents as required.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the Bank shall take precedence on earlier documents.
4. In consideration of the payment to be made by Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works of Contract Price at the times and in the manner prescribed in the Contract.

IN WITNESS whereof the parties hereto have caused their respective common Seals to be here unto affixed (or have here onto not their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY THE

said .....

said .....

(Name .....)  
on behalf of the Contractor

(Name .....)  
on behalf of the Employer.

In the presence of:

Name .....

Name .....

Address .....

Address .....

.....

.....

.....

.....

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

## GENERAL CONDITIONS OF CONTRACT

### 1. INTERPRETATIONS:

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

- (a) "Employer" shall mean BANK of MAHARASHTRA and shall include its assignees and successors.
- (b) "Contractor" shall mean M/s..... and shall include his/their heirs, legal representatives, assignees and successors.
- (c) "Works" shall mean the works to be executed in accordance with the contract.
- (d) "Contract" shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of quantities, particular specifications and drawings attached hereto and duly signed.
- (e) "Contract Price" shall mean the sum named in the tender subject to such additions thereto or deductions therefrom, as may be made under the provisions hereinafter contained.
- (f) "Site" shall mean the site of works BANK of MAHARASHTRA, East Kidwai Nagar, New Delhi. On which the works are to be executed or carried out and any other premises provided by the Engineer-in-Charge for the purpose of the contract.
- (g) "Drawings" shall mean the drawings referred to in the Schedule of Quantities, Specifications and any modifications of such drawings approved in writing by the Architect and such other drawings as may from time to time be furnished or approved in writing by the Architect.
- (h) Engineer-In-Charge shall mean Architect of the project.
- (i) Notice in Writing notice shall mean a notice in writing, typed or printed matter sent (Unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it should have been delivered.
- (j) "Act of Insolvency" shall mean any Act of Insolvency as defined by Law.
- (k) "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 items in the tender shall be the sum arrived at any adding to or deducting from the actual figure appearing in the Tender as the price of sum. Provided always that in determining the percentage or proportions of the sum so added or deducted by the contractor, the total amount of any Prime cost items and Provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "Net Prices" when used with reference to the contract or amount shall be held to mean rates or prices so arrived at.
- (l) "Virtual Completion" shall mean that the building is in the opinion of the Architects, fit for occupation.
- (m) The "Final Certificate" in relation to a work means the certificate regarding the satisfactory compliance of the various provisions of the contract by the contractor issued by the Engineer-in-Charge after the period of liability is over.

- (n) The "Tender" shall mean the tender submitted by the Contractor for acceptance by the Bank.
- (o) The "Sub-Contractor" means any person or firm or company (other than the contractor) to whom any part of the work has been entrusted by the contractor with written consent of the Engineer-in-Charge.

**2. SCOPE OF CONTRACT:**

The Contractor shall carry out and complete the said Interior Furnishing, Electrical and Air-Conditioning works comprising of furnishing work etc. complete in every respect in accordance with Contract and with the directions of and to the satisfaction of the Architects and the employer. The Architects may in their absolute discretion and from time to time, issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collective referred to as "Architect's Instruction" in regard to:

- (a) The variations or modifications of the design, quality or quantity of works or the addition or omission or substitute of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/ or specifications.
- (c) The removal and/ or re-execution or any works executed by the Contractor.
- (d) The removal from the site of any material brought there on by the contractor and the substitution of any other material there from.
- (e) The dismissal from the works of any person/persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause "Removal of Improper Work and Materials".

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instructions Provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Architects shall, if involving a variation, be confirmed in writing by the Contractor within 3 days and if not dissented from the writing within further 3 days by the Architect, such shall be deemed to be the Architect's instructions within the scope of the contract.

If compliance with the Architect's instructions as aforesaid involved work and/ or expense and/ or loss beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this contract by the Contractors, the Employer shall pay to the Contractor on the Architect's Certificate, the price of the said works (as an extra to be valued as herein after provided) and/ or expense and/ or loss.

**3. DRAWINGS AND SPECIFICATIONS:**

The works shall be carried out to the entire satisfaction of the Employer and the Architect in accordance with the signed drawings and specifications and such further drawings and details as may be provided by the Architects and in accordance with such written instructions, directions and explanations as may from time to time be given by the Architects whose decision as to the sufficiency and quality of the work and materials shall be final and binding upon all parties. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions, directions or explanation be in the opinion of the contractor extraction that comprised in or reasonably to be inferred from the Contract he shall before proceeding with such work give notice in writing to this effect to the architect and in the event of the Architect agree to the same in writing, the Contractor shall be entitled to an allowance in respect of such extra work. If the Architects and the Contractor fail to agree

as to whether or not there is an extra, then, if the Architect decided that the Contractor is to carry out the said work, the Contractor shall do so, and the question whether or not there is any extra, and if so, the amount thereof, shall failing agreement, be settled by Arbitration as hereinafter provided, but such reference shall in no way delay the fulfillment of this contract.

No drawing shall be taken as in itself an order for variation express works stating that it is intended to be such an order or bears a remark "VALID FOR CONSTRUCTION". No claim for payment or extra work shall be allowed unless the said work shall have been executed under the provided of Clause 8 (Authorities, Notices, Patent Rights and Royalties), or by the Authorities or directions in writing of the Architect as herein mentioned.

One complete set of contract document including the signed drawings and signed specifications and schedule of quantities shall be furnished by the Employer both to the Architect and to the Contractor. The Architect or employer shall furnish within such time as he may consider reasonable, one copy of any additional drawing which may be considered necessary for the execution of any part of the work. Such copies shall be kept at the site of works and the Architect or his representatives shall at all reasonable time have access to the same and shall be returned to the Architect by the Contractor before the issue of the Final Certificate. The contract shall remain in the custody of the employer and shall be produced by him at his office as and when required by the Contractor or by the Architect.

**4. SCHEDULE OF QUANTITIES:**

The schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurements specified in the particular specifications and shall be considered to be approximate. The employer does not undertake to carry out the whole of work as shown in the drawings and taken in the schedule of quantities and reserves the right to modify the same or any part thereof. The Contractor shall not be allowed any compensations or damages for the work so omitted or compensations or damages for the work so omitted or canceled by the employer. Each tender item should be filled in with the rates and amounts in separate columns and all the sections should be totaled up in order to show the aggregate value of the entire tender. The rates should be filled both in figures and words for each item and in case of discrepancy the rates filled in the words shall be considered as correct for the evaluation of tender amount. All corrections in the tender Schedule shall be duly attested by the initials of the tenderer. Corrections which are not attested may entail the rejection of tender.

**5. SUFFICIENCY OF SCHEDULE OF QUANTITIES:**

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 prices stated in the Schedule of Quantities and/or the Schedule of Rate and Prices, which rates and prices shall cover all their obligations under contract, and all matters and things necessary for the proper completion of the works.

**6. ERRORS IN SCHEDULE OF QUANTITIES:**

Should any error appear in the Schedule of quantities other than in the Contractor's prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the Contract and be dealt with as an authorised extra or deduction.

**7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning execution of works according to the true intent and meaning of the drawing, General conditions; specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or between the drawings, general conditions, specifications and



Schedule of Quantities, he shall immediately refer the same in writing to the Architect, who shall decide in consultation with the employer which shall be followed and their decisions shall be final and binding in the matter.

The Contractor shall supply, fix and maintain at his own cost, during the execution of any works all necessary centering, scaffolding, staging, planking, strutting, hoarding, watching and lighting by bights as well as by day required not only for the proper executions and protection of the said works, but also for the protection of the public and the safety of any adjacent, roads, streets, collars, vaults, pavements, walls, houses, building and all other erections, matters or things. The Contractors shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, etc., as occasion shall require or when ordered so to do and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Architects.

**8. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:**

The contractor shall conform to the provisions of the statutes relating to the works, and to the Regulation and bye-laws of any local authority, and or any water, lighting and other Companies and/ or Authorities with whose systems and the executed works building proposed to be connected, and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming give to the Architects written notice, with a copy to the Employer specifying the variations proposed to be made and the reason for making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions, regulations or bye-laws in question.

The Contractor shall bring to the attention of the Architect all notices required by the said acts, regulations or bye-laws to be given to any Authority, and pay to such Authority or to any Public Officer all fees that may be properly chargeable in respect of the works and lodge the receipts with the Architects/ Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights designs, trade marks or name or other protected rights in respect of any work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

**9. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:**

All materials and workmanship shall, as far as procurable be of the respective kinds specified in the Schedule of Quantities and/ or specifications and in accordance with the Architect's instructions and Contractor shall upon the request of the Architect's furnish to them all invoices, accounts, receipts and the other Vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the Architect and/ or Employer may require.

It will always be the responsibility of the Contractor to select and obtain all materials of good quality from the manufacturers without having any manufacturing defect there in.

**10. THE SETTING OUT:**

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

11. The contractor shall be solely responsible at all times for the use of good quality materials and for doing good workmanship even though the Owner/ Architect have failed to bring to his notice during their inspection of works about use of the some defective materials, and bad workmanship during the execution of the works and after completion of the works. In all cases of faulty, defective and inferior materials, used in the works and due to their bad workmanship Contractor shall be liable for the payment towards damages to the Employer as ascertained by the Architect/ Owner and/or he shall have to rectify the same works at his cost.

**12. OPENING UP WORKS:**

The Contractor shall notify the Architect in writing for their inspections of such works/ items to ensure that the same is executed as per specifications or which required to be measured before covering/ concealing the same. After notifying the Architect, he shall await instructions which shall be given within three days of receipt of such notice. If the Contractor covers up the works, before he has so notified the Architect and received instructions, he shall be liable to reinstate all work that may subsequently be, at ant times, damaged, on account of any defect or insufficiency of the specifications. The Contractor shall at the request of the Architect, within such time as the Architect so desires, open up for inspection any such work, and should the contractor refuse or neglect, to comply with such request, the Owner, through the Architect may employ other workmen to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if on being opened up, it be found in accordance with the drawings and specifications, or the instructions of the Architects, the expenses of such other workmen shall be borne by and recoverable from the contractor, or may be deducted from any amount due or which may become due to the contractor. If the work has been covered up after being approved by the Architects/ Owner representatives and is uncovered subsequently and be found in accordance with the said drawings and specifications and instructions, then the expenses aforesaid shall be borne by the Employer and be added to the contract sum, provided always that in the case of any urgent work so opened up and requiring immediate attention, the Architect shall within three days after receipt of the written notice from the Contractor that the work has been opened, make or cause the inspection thereof to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover the same and shall not be required to open it up again, except at the expense of Employer.

**13. CONTRACTOR'S SUPERINTENDENT/ REPRESENTATIVE ON THE WORKS:**

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability Period" as stated in the their/ his representatives whenever required and so informed by the Architect.

The contractor shall maintain and be represented on site, at his own cost at all times while the work is in progress, by an experienced and qualified Civil Engineer/Architect, approved by the Architect and who must thoroughly understand and all the trade entailed and be constantly in attendance while the men are at work. The contractor's Engineer appointed at the site shall not be removed from the work without the written consent of the Architects/owner. Any directions explanations, instructions or notices given by the Architect/Owner to such representative shall be deemed to be given to the contractor and shall be binding as such on the contractor.

**14. DISMISSAL OF WORKMEN:**

The contractor shall on the request of the Architect/ Owner immediately dismiss from the works any person employed thereon who may, in the opinion of the Architect or of the Owner, be unsuitable or incompetent or who may misconduct himself, and such person shall not again be employed or allowed on the works without the permission of the Architect/ Owner as the case may be. The permission of the Architect/ Owner as the case may be. The

Architects or the Owner shall not enter into correspondence for stating the reasons for dismissal of such workmen.

**15. ACCESS TO WORKS:**

If any work is to be done at a place other than the site of works, the Contractor shall obtain the written permission of the Architects and the Owner for doing so.

The Architect, the Owner and any person authorized by them shall at all reasonable times have free access to the works and/ or to the workshops, factories or other places where item/ items of work are being prepared or manufactured for the contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Architect and the Owner and their representative to the inspection and examination and cost of the materials and workmanship. No person unless authorized by the Architect or the Owner, except the representative of Public Authorities, shall be allowed on the works at any time.

**16. ASSIGNMENT OF SUB-LETTING:**

The works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the Contract or any part share thereof or interest therein except as mentioned in clause 17 below, without the written consent of the employer and no undertaking shall relieve the contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

**17. SUB-CONTRACTORS:**

All Specialists, Merchants, Tradesmen and others executing any work of supplying and or fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/ or Specifications, who may be nominated or selected by the Architect are hereby declared to be sub-contractors employed by the contractor are herein referred to as nominated sub-Contractors.

No nominated sub-contractors shall be employed on in connection with the works against whom the contractor shall make reasonable objection or (save where the Architects and Contractor shall otherwise agree) who will not enter into a Contract providing:-

- a) The nominated sub-Contractors shall indemnify the contractor/owner against the same obligations in respect of the sub-contract as the contractor is bound under this contract for performance of his obligations with the Owner.
- b) The nominated sub-contractors shall indemnify the contractor against claim in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any Workman's compensation Act in force.
- c) Payment shall be made to the nominated sub-contractor within 14 days of receipt of the Architect's Certificate provided that before any certificate is issued, the Contractor shall upon request furnish to the Architect proof that all nominated sub-Contractor's account included in the previous certificates have been duly discharged. If however the Owner is called upon to make such payments, the same may be done upon a Certificate of the Architect and deduct the amount thereof from any sums due or which may become due to the contractor.

**18. VARIATIONS NOT TO VITIATE CONTRACT:**

The Contractor shall when directed in writing by the Architect/ Owner omit from or vary works shown upon the drawings or described in the Specifications or included in the priced Schedule of Quantities, but the Contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorizations or direction in writing from the Architects/ Owners.

No claim for an extra shall be allowed unless it shall be executed by the authority of the Architects as herein mentioned any such extra is hereinafter referred to as an authorized extra. No variations, i.e. additions, omissions or substitutions shall vitiate the contract. The rate of items not included in the bill of quantities shall be settled by the Architect in accordance with the provisions of clause 20, hereof.

**19. MEASUREMENTS OF WORKS:**

The Architects/ Owner may from time to time intimate the Contractor that they require the works to be measured jointly and the contractor shall forthwith attend or send a qualified agent to assist the Architects/Owner or their representatives in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them. Should the contractor not attend or neglect or omit to send such an agent, then the measurements taken by the Architects/Owner shall be taken to be the correct measurements of the works. The measurements, unless otherwise stated, shall be taken in accordance with the 'method of measurements' mentioned in accordance with the specifications. In case of any dispute arises in the 'Method of measurements' then the final decision given by the Architects regarding the method of measurement shall be taken to be correct and final by the Contractor and the employer. The contractor or his agent may at the time of measurement take such notes and measurements as he may requires.

All authorised extra works, omissions and all variations made without the Architect's knowledge, if substantially sanctioned by him in writing shall be included in such measurements.

**20. PRICES FOR EXTRAS ETC. ASCERTAINMENT OF:**

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts of works thus ascertained are less or greater than the quantities amounts specified for the works in the priced Schedule of quantities and/ or tender or that any variations, is made the valuation of such quantities, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

- a) The net rates or prices in the original tender shall determine the valuation of the extra work, where extra work is of a similar character and executed under similar conditions as the work priced therein.
- b) The net prices of the original tender shall determine the valuation of the items omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under (c) thereof.
- c) Where extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of work are carried out or if the amount of any omissions or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion, of the Architects the net rates or price contained in the priced Schedule of quantities or tender or for any item of work involves loss or expense beyond that reasonably contemplated by the Contractor or is by reasons of such omission or additions rendered unreasonable or inapplicable, the Architects shall fix such other rates or prices based on actual on materials and labour (as per vouchers and muster rolls, as required by the Architects) plus 15% extra towards contractor's over heads and profit and the Owner, except as in (d) herein below, may think reasonable and proper, which shall be final and binding on the Contractor.
- d) In case of furniture items, the minor changes/modifications in the design shall not be construed deviation, and no price adjustment shall be made against the rates agreed to as per the Schedule of Quantities of the Contract. For major change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per

(c) above. However the decision of the Architects whether the change/ modification in the design of furniture items is minor or major, shall be final and binding on both the Contractor.

The measurements and valuations in respect of the Contract shall be completed within 3 (three) months of the virtual completion of the Contract.

The contractor shall bring to the notice of the Architects/ Owner all the rates of the extra items before the execution of the work of each such extra items, and same shall be charged reasonably. In case of any dispute the Employers decision shall be accepted as final.

**21. UNFIXED MATERIALS:**

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purposes of being used on the works) without the written authority of the Architect and when the Contractor shall have received payment in respect of any Certificate in which the Architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the works such materials shall become the property of the employer and the contractor shall be liable for any loss damage to any such materials. The payment certified against value of any unfixed materials shall not in any way exonerate the contractor from his obligation to the supply of good quality materials which may be found to exist at any stage of work or even the same is completed.

**22. REMOVAL OF IMPROPER WORK AND MATERIALS:**

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

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

**23. DEFECTS AFTER COMPLETION:**

Any defect, shrinkage, warping, settlement or other faults which may appear with in the 'Defects Liability Period' of 12 months after the virtual completion of the works arising in the opinion of the Architect, from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the Architect/ owner and within the directions and in accordance with the contract, shall upon the directions and writing of the Architect/owner and within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost and expenses and in case of default, the Employer may employ and pay any other person 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 damage, loss and expenses shall be recoverable from the contractor by the Employer or may be deducted by the employer upon the Architect's certificate in writing from any money due or that may become due to the contractor, or the employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Architect equivalent to the cost of amending such works and in the events of the amount retained being insufficient, recover the balance from the Contractor.

**24. CERTIFICATE OF VIRTUAL COMPLETION. :**

The Contractor shall intimate in writing to the Architects as and when works are complete in all respects in order to enable the Architect to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the Architects have certified in writing that the same have been 'Virtually complied'. The defects liability period shall commence from the date of such virtual completion Certificate.

**25. OTHER PERSONS ENGAGED BY THE EMPLOYER:**

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

**26. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:**

The contractor shall be responsible for all injury to persons, property or things and for all structural and decorative damage to property which may arise from operation or neglect or default of himself or any Sub--Contractor or of any of his or a Sub-Contractor's employees, whether such injury or damage may arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. The Contractor shall report serious accidents to any person working at site including visitors whenever occurring at site of the work to the Architects/ Employer. This clause shall be held to include, interlace any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, streets, footpaths, bridges, or ways otherwise any damages caused to the buildings and works forming the subject of this Contract by frost or other inclement weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Governments or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

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

The contractor shall indemnify the employer against all claims which may be made against the employer by his employees or 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 cost, effect and maintain until the Virtual Completion of the contract with an approved office, a policy of Insurance in the joint names of the employer and the contractor against such risks and deposit such Policy or Policies with the Architect on the signing of the contract. The contract shall also indemnify the employer against all claims which may be made the Employer whether under the workmen's compensation Act or any other Statute in force during the currency of this contract or at Common Law in respect of any employees of the contractor or of any Sub-contractor and shall at his own expense effect and maintain until the virtual completion of the Contract, with an approved office a Policy of Insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the Architects from time to time, during the currency of contract. In default of the contractor insuring as provided above, the employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

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

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

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs charges and expenses arising or occurring from or in respect of any such claims or damages from any sums due or to become due to the Contractor against his pending or future bills.

**27. FIRE INSURANCE:**

a) The Contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract, against loss or damage by fire and all natural calamities and against all other risks in an office to be approved by the Employer in the joint names of the employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the Architect, the premium of such further sum being allowed to the Contractor as an authorized extra.

Such policy shall cover the property of the employer only, and shall not cover any property of the Contractor or of any sub-contractor or employees. The contractor shall deposit the policy and receipts for the premiums with the employer within 10 days from the date of signing the Contract. In default of the Contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the In Insurance office, should they elect to do so proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case, of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Architect deems fit in consultation with the owner.

b) The amount so due as aforesaid shall be the total value of the work duly executed and of the contract materials and goods delivered upon the sight for use in the works up to and including a date not more than seven days prior to the date of the said Certificate less the amount to be detained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificates shall only include the value of the said materials and goods as and from time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored against weather.

**28. PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR:**

The contractor shall pay to the labour engaged by the him in connection with work directly or indirectly through sub-contractors, wages not less than the minimum fixed by the appropriate Governments Authorities under minimum wages Act, 1946, as amended and shall duly and properly comply with or ensure compliance with all legislation laws, rules or regulations relating to the Employment of labour. The Contractor shall be liable for any damages or loss caused. A violation of this clause shall also be deemed to be a breach of contract. If the employer is called upon to make any payment towards wages etc. of the labour employed by the contractor, the same will be done from the outstanding payments against pending or future bills of the contractor.

**29. TIME DELAY & EXTENSION OF TIME:**

Time is the essence of the Contract. The Owner and the contractor in consultation with the Architects shall agree upon work progress chart. The chart shall be prepared in direct relation to the time stated in the Contract or the works order for completion of the individual

items thereof and/or the Contract or works order as a whole. It shall indicate the forecast of the dates of commencement of the completion of the various trade processes or sections of the work, and shall be amended as may be required by agreement between the Architects and the Contractor within the limitations of time imposed in the Contract. If the works be delayed:

- i) By force majeure, or
- ii) By reason of abnormally bad weather, or
- iii) By reason of serious loss or damage by fire, or
- iv) By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the trades employed on the works, or
- v) By reason of delay on the part of nominated sub-contractors, wherein the Contractor has, in the opinion of Owner, taken all practicable steps to avoid, or reduce, or.
- vi) By reason of delay on the part of contractors or tradesmen engaged by the owner in executing works not forming part of the Contract, or
- vii) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default, or
- viii) By reason of any other cause, which in the absolute discretion of Owner is beyond contractor's control then in any such case the Owner may make fair and reasonable extension after obtaining Architect's advice in the completion dates of individual items or groups of items of works for which separate periods of completion are mentioned in the Contract or works order as applicable.

Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Architects with a copy to Owner but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Architects/ Owner to proceed with the works. Extensions of time shall be granted.

**30. LIQUIDATED DAMAGES:**

If the Contractor fails to complete the works by the time stipulated in the tender document or within any extended time certified under provision of the Contract, and if the Architect shall certify in writing on or before the date of issue of the Certificate for the last payment to which the contractor may become entitled here under that the works could reasonably have been completed by the said date or within the said extended time, then the Contractor shall pay or allow the Owner the sum stated in appendix as beyond the date of completion or extended time, as the case may be, during which the works shall remain unfinished subject to a maximum amount stated in appendix towards liquidated damages and such damages may be deducted from any moneys due or which may become due to the Contractor from the pending and future bills. The deduction of such sums shall not, however, absolve the Contractor of this responsibility and obligations to complete the work in its entirety.

**31. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECTS INSTRUCTIONS:**

If the Contractor after receipt of written notice from the Architect requiring compliance with such further drawing and/or Architect's instructions, fails within seven days to comply with the same, the Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor s by the Owner on a Certificate by the Architect as a debit or may be deducted by him from any moneys due or which may become due to the Contractor.



32. If there are any discrepancies, omissions and errors in meaning or the actual contents of each item of Schedule of quantities and other conditions of all the tender documents, the reasoning, the opinion and decision given by the Architects shall be taken as final and binding on both parties without any further appeal.

**33. SUSPENSION OF WORKS:**

If the Contractor, except on account of any legal restraint upon the owner preventing the continuance of the works, or on account of any of the causes mentioned in the Clause 'Extension of Time' , shall suspend works or in the opinion of the Architects, shall neglect fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in clause 23 (removal of improper work and materials), the Owner through the Architect shall have the power to give notice in writing to the Contractor requiring that the works be proceeded within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the Contractor upon which it is based. After such notice shall have been given the Contractor shall not remove the site of works or from any ground contiguous shall have been placed thereon for the purpose of the work and the Owner shall have lien upon such plants and materials to subsist from date of such notice being given until the notice shall have been complied with. Provided always that such lieu shall not under any circumstance subsist after the expiration of 30 (thirty) days from the date of such notice given, unless the Owner and site as hereinafter provided.

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

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

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

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

After the works shall have been so completed by persons other than the Contractor, under the provisions herein before contained, the Architect shall give notice to the Contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Owner may remove and sell the same, holding the proceeds less the cost of the removal and sale to the credit of the contractor. The Owner shall not be responsible for any loss sustained by the Contractor from the sale of the plant and materials etc. in the event of the contractor not removing it after notice.

### **34. PRIME COST AND PROVISIONAL SUMS:**

- a) Where 'Prime cost' (P.C.) prices or provisions sum of money are provided for any goods or works in the specifications or Schedule of Quantities, the same are exclusive of any trade discounts, or allowance, discount for cash or profit which the contractor may require and for carriage and fixing.
- b) All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturer's or firms, at the reserves to himself the right of paying directly for any such goods or work and the Architect may deduct the said prices or sums from the amount of the contract. Should any goods or works for which prime cost prices or provisional sums are provided or portions of same shall not be required, such prices or sums, together with the profits allowed for the same and such additional amount as the contractor may have allowed for carriage and fixing will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise the Contractor shall, at his own cost fix the same, if called upon to do so, and the contractor shall also receive sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.
- c) In case in which provisional quantities of materials are contained in the Contract, the Contractor shall provide such materials to such amounts or to greater or lesser amounts as the Architect shall direct in writing at the net rates at which he shall have priced such items in the Schedule of Quantities.  
Should, however, any such items be entirely omitted, which omissions shall be at the Architect's discretion, no profit on such items shall be allowed to the Contractor.
- d) No Prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the contractor until the receipted accounts relating to them have been produced by the Contractor to the Architect. Such accounts shall show all discounts and sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the Contractor in lieu of producing such receipted accounts, request the Architect in writing to issue a certificate on the owner for such sum or sums due either on account or in settlement to a sub-contractor direct, the Architect shall, upon satisfying himself that sub-contractor is entitled to the same, to issue certificate and sum or sums be deducted from the amount of the Contractor, at the settlement of accounts and any profit or sum to which the Contractor is properly entitled, in respect of such sub-contractor, and which the Contractor is properly entitled, in respect of such sub-contract, and which is in conformity with the terms of contract as though the amount of such certificates, to the sub-contractor had been included in certificate drawn in favour of the Contractor.
- e) If the Contractor neither produces the receipt nor give authority to the Architect to issue a certificate in favour of such sub-contractor direct, the Architect may upon giving the Contractor seven days notice in writing of his intention to do so, issue to the sub-contractor such certificate direct to the Owner and obtain a receipt from the sub-contractor which receipt shall be deemed discharge for the amount of such certificates as though given by the contractor. In such event, the Contractor shall not be allowed any profit he may have added in the Schedule of Quantities upon such-contract.
- f) The exercise of the option referred to herein-before by the Contractor and the issue of Certificates as before described to sub-contractors upon the Contractor's request or the issue to the sub-contractor direct of certificates by the Architect, shall not however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or incomplete work of the sub-contractor for which he may be liable under the terms of the contract.

- g) If any provisional items are provided for work of a nature usually carried out by the Contractor in the ordinary course of their business, the Owner shall give the Contractor an opportunity to tendering for the same without prejudice to the Owner's right to reject the lowest or any tender.

**35. CERTIFICATES AND PAYMENTS:**

The Contractor shall be paid by the Owner from time to time, by installments under Interim Certificates to be issued by the Architect on the bills submitted by the contractor in the proforma prescribed by the Owner on account of the works executed when in the opinion of the Architect work to the approximate value, named in the Appendix as 'Value of Work for Interim Certificate' (or less at the reasonable discretion of the Architects) has been executed in accordance with this Contract.

The Payment shall, however, to a retention of the percentage of such value named in the Appendix hereto mentioned as 'Retention Percentage' until the total amount retained shall reach the sum named in the appendix as 'Total Retention Money' after which time the installments shall be upto the full value of the work subsequently so executed. The Architects may in their discretion include such amount as they may consider proper on account of materials delivered upon the site by the Contractor for use in the work.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed. The Contractor shall be paid by the Owner in accordance with the certificate to be issued by the Architect the sum of money named in the Appendix as 'Installment after Virtual completion', being a part of the said Total Retention Money.

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 Architect/ Owner at the expiration of the period referred to as 'The Defects Liability Period' in the Appendix hereto from the date of Virtual completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or at after the completion shall not relieve the Contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt with in the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would not have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any Certificate if any works or any parts thereof are not being carried out to his satisfaction.

The Architect may in any previous certificate make any correction which shall have been issued by him.

All efforts shall be made so that invariable the payments upon the Architect's Certificates are made within the period named in the Appendix as 'Period of Honoring of Certificates' after such certificates have been delivered to the Owner. Notwithstanding the aforesaid, the Owner shall have a right to withhold payment of pending of future bills of the payment of wages etc. which he is legally bound to pay, and adjust the same against such bills and release the balance amount, if any, to him.

**36. NOTICE IN WRITING:**

Written Notices for the Employer, the Architect, or the Contractor may be served personally or otherwise proved to have been received or sent by registered post to the last known place of abode or business of the party to whom the same is to be given or in the case of a

Company or corporation, Notices may be served at or sent by registered post to the Registered Offices of the Company or Corporation.  
Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary of post it would be delivered.

37. For any dispute as regards valuing, the final amount to be paid to the Contractor in connection with the Contractor's final bill, amount and value of the all authorised extra items, the decisions of the Architects shall be considered as absolute, final and binding to both the parties without any further appeal.
38. That the responsibility of procuring various items of materials which will require to be incorporated in the works will be that of the Contractor. No materials for incorporation of the work including Cement shall be issued to the Contractor by the Owner.
39. The Contractor shall indemnify the Owner against any loss caused any time during the execution of the said works, or during the Defects liability Period after completion of the said works), on account of defective workmanship in works and on account of use of the materials which are not as per Specification in the said works referred to in this Owner against the same works.

**40. TERMINATION OF CONTRACT BY THE OWNER:**

If the Contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up Voluntarily or subject to the supervision of the Court and the Official Assignees of the Liquidator in any such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract, and to give security thereof, if so required by the Architect.

Or if the contractor (whether an individual, firm or Incorporation Co.) shall suffer execution to be issued or shall suffer any payment under this Contractor to the attached by or behalf of any of the Creditors of the Contractors.

Or shall assign or sublet this Contract without the consent in writing of the Owner first obtained.

Or shall charge or encumber this contract or any payment due or which may be due to the Contractor there under.

Or if the Architect shall certify in writing to the Owner that the Contractor:

- i) Has abandoned the Contract, or
- ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Architect written notice to proceed, or
- iii) 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
- iv) Has failed to remove materials from the site or to pull down and replace work within the time limit as specified by the Architects after receiving the written notice from them that the said materials or work were condemned and rejected by the Architect under these conditions, or.

- v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to or observed and performed by the Contractor for 7 days after written notice shall have been given to the contractor requiring the Contractor to observe or perform the same, or
- vi) Has to the detriment of good workmanship or in defiance of the Architect's instructions to the contrary sublet any part of the contract or if the Architects are of the opinion, which opinion shall be final and binding on the Contractor, that the contractor is not proceeding with the works with due diligence or in a proper and workman like manner and that the Contractor fails to commence the work and suspends the progress of works for 14 days after receiving from the Owner/ Architects written notice to proceed.

Then and in any of the said cases the owner with the written consent of the Architect may notwithstanding any pervious waiver after giving 7 days notice in writing to the contractor determine the contract but without, hereby affecting the powers of the Architect or the obligation and liabilities of the contractor the whole of which shall continue in force as full as if the contractor had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor. And further, the Owner under instructions of the Architect, by his agents, or servants may enter upon take possession of the works and all plants, tools, scaffoldings, sheds, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractor or other persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to percent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Architect shall give a notice in writing to the contractor to remove his surplus material and plants etc. and should the contractor fail to do so, within a period of 14 days, after receipt thereof by him, the Owner shall sell the same by public auction and shall give credit to the contractor for the amount realised. The Architect shall thereafter ascertain and certify in writing under his hand that (if anything) shall be due to payable to or by the Owner for the value of the said plant and materials so taken possession of by Owner and the expense or loss which the owner shall have been put to in procuring the works to be completed, and the amount , if any owing to the contractor and the amount which shall be so certified shall thereupon be paid by the owner to the contractor or by contractor to the Owner as the case may be and he certificate of the Architect shall be final and conclusive between the parties.

**41. MATERIALS TO BE FINALLY DETERMINED BY THE ARCHITECT:**

The Architect's decision, opinion, direction certificate (except for payment) with respect to all or any of the matters mentioned under clause 2, 7, 21, 23, 24, 32, 33, 38 & 41 as hereof and as to the exercise by him under clauses 12 of the right to have any works opened up (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto. Any other decision, direction, certificate or valuation of the Architect, direction, certificate or valuation of the Architect or any refusal of the Architect to give and of the same shall be subject to the right of Arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Architects under the following Clause.

**42. ARBITRATION:**

Except where otherwise provided in the Contract, all questions disputes arising out of or relating to the contract or meaning thereof shall be referred to arbitration in terms of Banks acts 1940, with all statutory modifications. The venue of arbitration shall be New Delhi. The arbitration shall give a reasoned award.

## **SPECIAL CONDITIONS OF THE CONTRACT**

**1. INSPECTION OF DRAWINGS:**

Before filling in the tender, the contractor will have to check up all the drawings and Schedule of Quantities, and will have to get an immediate clarification from the Architect/ Engineer-in-Charge feels is value or uncertain. No claim for damages or compensation will be entertained on this account.

**2. CONTRACTOR TO VISIT SITE:**

Each tenderer must before submitting his tender, visit the site of works so as to ascertain the physical site conditions and specifications before submitting the tender. Lift will not be used for labourer/ construction materials.

**3. EXECUTION OF WORK:**

The whole of the work as described in the Contract (including the Schedule of quantities, the specifications, General/Special Conditions and all drawings, pertaining thereto) and as advised by the Engineer-in-Charge from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Engineer-in-Charge. Any details of execution which may not have been definitely referred to in this contract, but which are usual in interior works and essential to the work are deemed to be included in this contract. Rates quoted in the Schedule shall be inclusive of all freights, taxes etc. except GST, as well as transportation, so as to execute the contract as per the rules and regulations of local bodies, and Government of India.

The rates quoted in the tender include all charges for:

- a) Labour, maintenance, Fixing, carrying, cleaning, making good, hauling, watering etc.
- b) Plant, scaffolding, framework, English ladders, ropes, nails, spikes, tools, materials and workmanship protection from weather, shuttering, temporary supports, Platform etc.
- c) All temporary canvas, lights, barricades etc. the Engineer-in-Charge will be the sole judge in deciding as the suitability of the tools or plants that may be brought to the site of works by the Contractor for the proper execution of the work.

**4. SITE MEETINGS:**

A senior representative of the Contractor shall attend weekly meeting at works site and in addition meeting as arranged by the Architect to discuss the progress of the work and sort out problems, if any, and ensure that the work is completed in stipulated time.

**5. SECURITY:**

The Contractor shall ensure that only authorized persons or materials shall enter or leave the works site. The contractor shall also make his own arrangements for the protection and safety of his materials and equipment at site, including building premises fixtures provided therein.

**6. ACCESS FOR INSPECTION:**

The Contractor shall provide at all times during the progress of the works, proper means of access and the necessary attendants as directed for the inspection or measurement of the works by Engineer-in-Charge or their representatives.

**7. OFFICES, STORES ON THE SITE:**

- a) The contractor shall be allowed to provide separate site office for his staff and for all necessary storage on site in a specified area materials, which are likely to deteriorate by the action of sub, rain due to exposure in such a manner that all such materials shall be protected from damage by weather or any other cause, all such stores from and offices

shall be cleared away and the ground left in good proper order on completion of this contract.

- b) All safety and security of all materials brought at site shall be the sole responsibility of the Contractor. The materials against which an advance has been paid by the owner shall be carefully stored at site by the contractor. They shall not be removed from the site without the written permission of the owner and shall be used in the contract work only.

**8. NOTICES:**

The Contractor shall give all notices and pay all fees and shall comply with all acts and regulations for the successful completion of the contract works as per the rules and regulations of appropriate authorities.

**9. FACILITIES TO OTHER CONTRACTORS:**

The contractor shall give full facilities and co-operation to all other Contractors working at site, if any, as directed by the Engineer-in-Charge and shall so arrange his programme of work as not to hinder the progress of other works. The decision of the Engineer-in-Charge on any point of dispute between the various contractors shall be final and binding on all parties concerned.

**10. PREPARATION OF BUILDING WORKS FOR OCCUPATION & USE ON COMPLETION:**

On completion of the work, the Contractor shall inform the Engineer-in-Charge in writing that he has finished the work and it is ready for the Engineer-in-Charge's inspection. The Contractor shall clean all windows and doors including the outside, all floors, staircases and every part of the building. He will leave the entire building neat and clean ready for occupation in all respects and the entire satisfaction of the Engineer-in-Charge and Owner.

**11. CLEARING OF SITE WORKS:**

The contractor shall clear the site of works as per the instructions of the Engineer-in-Charge. The site works shall be cleaned of all materials, sheds, etc., belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the Engineer-in-Charge within a period of one week after the job is completed. In case of failure by one Contractor, the Engineer-in-Charge will have to get the site cleaned at the risk and costs of the Contractor.

**12. WORKS EXECUTED BEYOND NORMAL WORKING HOURS:**

If the contractor engages workmen to work beyond normal working hours, he shall do so with the prior approval of Engineer-in-Charge and provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without any danger. Approaches to the site of work also shall be sufficiently lighted by the Contractor.

**13. WORK ON HOLIDAYS/ SUNDAYS:**

The Contractor workmen may be allowed to work on Sundays/ Holidays subject to the prior permission of the same by the Engineer-in-Charge.

**14. SPECIFICATIONS:**

All work shall be carried out as described in the tender item and with the C.P.W.D. Specifications laid their in unless otherwise stated. If not covered as above, I.S. codes specifications shall be followed in that order. For patented products, the manufacturer's specifications and instructions shall be followed. For any discrepancy in various specifications, Engineer-in-Charge's decision shall be final and binding on both parties. In case there are no laid down specifications, Architects specifications and instructions for that particular item shall be followed.

**15. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:**

The contractor shall assist in taking the measurements by the Engineer-in-Charge's representatives, before covering up or otherwise placing beyond there each of measurements and items of work. Should the contractor neglect to do so the same shall be uncovered at the Contractor's expense and if found to be executed in default of specifications/requirements, no payment or allowance shall be made for such work and Contractor shall have to remove and re-do the same at his own cost.

**16. DIMENSIONS:**

Figured dimensions in all cases shall be accepted in preference to scaled sizes. Large scale details shall take precedence over small scale drawing. In case of discrepancy, the contractor shall seek the clarifications from the Engineer-in-Charge/ Architects before proceeding with the work.

**17. TESTING OF WORKS AND MATERIALS:**

The Contractor shall be required by the Engineer-in-Charge arrange to test materials and portions of the works at his own cost in order to prove their soundness and efficiency. These tests should be carried out are the approved Institutions as directed. If after such test the work or portions of the works are found to be defective or unsound, the Contractor shall if ordered by the Engineer-in-Charge pull down and re-erect the same at his own cost.

**18. INFORMATION TO BE SUPPLIER BY THE CONTRACTOR:**

The Contractor shall submit to the Engineer-in-Charge every week as per the proforma:

- a) Detailed industrial statistics regarding the labour employed by him daily.
- b) The list of technically qualified persons employed by him for the execution of the work.
- c) The total quantity and quality of materials used for the works and supplied to site.
- d) A weekly progress report.
- e) Special incidents at site, if any.
- f) Whether the work is progressing according to Schedule. If not, what are the hitches and the remedial measures.

**19. TYPOGRAPHIC OR CLERICAL ERRORS:**

The Engineer-in-Charge's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

**20. PROGRAMME:**

The time schedule for carrying out the work stage by stage, in the stipulated time shall be drawn by the Architects in consultation with the Engineer-in-Charge and the Contractor.

The Contractor shall follow strictly the approved time schedule, incorporating changes, if any with the approval of the Engineer-in-Charge to ensure the completion of the work in stipulated time. A graph or chart on work shall be maintained showing the progress periodically. The contractor shall submit to the Engineer-in-Charge a weekly progress report stating the number of skilled and unskilled labourers employed on the works, working hours done, quantity of cement used, place, type and quantity of work done during the period.

The Contractor must inform the Engineer-in-Charge 10 days in advance of all working drawings and details required by him from time to time. The Contractor shall strictly adhere to the approved programme and arrange for the materials and labour etc., accordingly.



Despite repeated instructions, if the Contractor fails to show satisfactory progress of the work, the Engineer-in-Charge may take suitable action as deemed fit without prejudice to any terms and conditions of this contract.

**21. VARIATION:**

Quantities mentioned in the Schedule of Quantities included in the Contractor are subject to any variation as per actual site conditions and as directed by the Engineer-in-Charge for the scope of work. No compensation shall be payable to the Contractor on this account.

**22. BRICKS:**

Ordinary bricks used in the work shall be kiln burnt first quality locally available bricks, as approved by the Architects.

**23. CEMENT:**

Cement will be procured by the Contractor in the open market of approved first quality and stacked in a proper way at site so that it does not get damaged or spoiled. He will maintain proper record of cement received at site and consumed daily to the satisfactions of the Engineer-in-Charge.

**24. APPROVAL OF MATERIALS BY ARCHITECTS:**

Wherever Approved Materials are mentioned in the Contract the Contractor shall get the same approved by the Engineer-in-Charge prior to its use. The contractor shall keep one set of sample of materials approved by the Engineer-in-Charge for its ready reference with the Engineer-in-Charge at site of work and shall ensure that the materials incorporated in the works strictly conform to the sample approved already.

All other materials for use in the work shall be got approved by the Engineer-in-Charge before placing order/ procurement.

**25. WATER:**

The contractor shall have to make is own arrangement of water require for necessary execution of work.

**26. ELECTRICITY:**

The Contractor shall have to make his own arrangements for electricity require for execution of work.

Temporary light points required in working area will be provided by the Contractor at his own cost in consultation with the Engineer-in-Charge at site. The tender rates shall be quoted accordingly by the contractor.

**27. DAMAGES TO THE PREMISES/ STRUCTURE ETC.:**

Damages caused to the premises/fixtures and services provided therein during execution of work, shall be made good by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Any damages to the existing structures in the complex including roads staircase, lawns, trees, kerb stones, flooring etc., during the progress of work by the Contractor's workmen vehicles shall be made good by the contractor at his own cost. Lifts will not be used by labourers and for transporting materials.

The Contractor shall ensure that his workmen do not create nuisance in the area or hamper with the normal working of the premises/complex.

**28. INCOME TAX (TDS):**

Income tax at source will be deducted as per rules on all payments made to the Contractors.

**29. STATUTORY REGULATIONS:**

The whole of the work including electrical/ plumbing sanitation/ air-conditioning is to be complied with as per the requirements and bye-laws of the relevant statutory authorities.

**30. WORKMANSHIP:**

Quality of materials and workmanship shall conform strictly to tender specifications and Contractor will ensure that the quality of work is appropriate to the specifications and the work is done to the satisfaction of the Engineer-in-Charge with strict control on the materials, workmanship and supervision.

**31. ESCALATION:**

The rates quoted in the tender shall be firm and shall not be subject to any escalation till the completion of work, due to increase in the reasons, whatsoever.

**32. ELECTRICIAN:**

The contractor shall maintain at site a licensed electrician to ensure that the electrical work is carried out properly and no accident takes place. The electrician will work in close coordination with the Engineer-in-Charge.

**33. PROVIDENT FUND AND E.S.I.S.:**

The contractor shall bear full liability for payments under provident fund and employees State Insurance Scheme and other labour laws for his workers and staff.

**34.** The contractors will be allowed to work only on off working hours of the Bank. After completion of days works the required premises will be cleaned thorough for proper and efficient working of Bank. The decision of the Deputy Zonal Manager as to what constitute "required premises" will be final and binding. Nothing extra will be paid on account of less of man power.

**LIST OF APPROVED MAKES**

<b>S. No.</b>	<b>Interior Furnishing Items</b>	<b>Approved Make</b>
1.	BWP Board/ Commercial Board/ Ply	Greenply, Century, Archidply
2.	Glass/ Mirror/ Toughened Glass	Saint Gobain, Modi Float Glass, TATA Asahi
3.	Prelaminated Board	Novopan, Century Prelam, Archidply
4.	Laminates	Merino, Century, Greenlam, Sunmica, Archidlam
5.	Paints, Primer, Polish,	Asian Paints, Nerolac, Berger, ICI
6.	Fire Retardant Paint	Asian Paints, Navair, Noble Paints
7.	Epoxy Paint	MRF, Berger, J&N
8.	Ceramic, Vitrified, Polished Vitrified Tiles	Nitco, Somany, Kajaria, Orient Bell
9.	Flush Door	Greenply, Archidply, Kitply
10.	Door Handles, drawer pulls	Dorma, Hettich, Hafelle, Ebco, Ozone
11.	POP, Putty	Shreeram, JK, Birla White
12.	Texture Paint	Heritage, Spectrum, ACRO, Unistone
13.	Gypsum and Mineral Fibre Ceiling System	Saint Gobain Gyproc, Armstrong, Daikin, Hunter Douglas
14.	Locks and Hinges	Godrej, Hettich, Hafelle, Ebco, Ozone
15.	Furniture (Chairs, Sofa, Tables)	Godrej, Geeken, Durian, Peachtree, Hometown, Homecentre, Casacraft
16.	Teakwood	C.P. Teak
17.	Italian Marble, Granite	As per approved sample and variety
18.	Roller Blinds	Vista, Mac, Hunter Douglas
19.	Silicone	G E Bayer, Dow Coring
20.	Adhesion Tape	Impex India, KIWI thermopac, Norton
21.	SS Dash Fasteners/ Anchoring	Hilti, Fischer, Precision

22.	Glue	Fevicol, Vamicol, Araldite
23.	Water proofing compound	CICO, ROFF, Dr. Fixit
24.	Cement (OPC and White)	JK Cement, Ambuja, ACC, Jaypee, Ultratech, Birla
25.	TMT bars and Structural Steel	TATA, SAIL, Jindal
26.	Modular Partitions	Godrej, Featherlite, PSL
27.	Keyboard trays, CPU Trolley	Godrej, Featherlite, PSL
28.	MDF Board	Green Panel, Action Tesa, Century
29.	Other items not stipulated	As directed by the bank
<b>No.</b>	<b>Electrical Items</b>	<b>Approved Make</b>
1.	a) L.T. Cable, 1.1 KV grade XLPE Insulated AL/ Cu Conductor Armoured Cable  b) PVC insulated, 1100V Grade, FR/FRLS multi-stranded copper conductor wires	Skytone, Finolex, Bonton, Glostar, National  Finolex, Skytone, Bonton, National (FRLS),
2.	Termination Kits (Heat shrinkable type)	Raychem, Denson
3.	MCCB, RCCB, MCB DBs, MCB	Legrand, L & T, Schneider, ABB
4.	Switch Disconnecter Fuses Unit	Legrand, L & T, Siemens
5.	Contactors, Timers, HRC Fuses Fuse Fitting & Indicating Lamps	L & T, Siemens, Legrand
6.	Lamps	Philips/ Bajaj/ CG
7.	Voltmeter & Ammeter, Selector Switch, Current Transformer & Indicating Lights	AE, Neptune, Ducati, MECO, Rishline (L & T)
8.	Cable Gland & Lugs	Dowells, Multit, Jainsons
9.	Modular Type Light and Power Accessories (Switches, Sockets), Ceiling Roses, Call Bell	Anchor Woods, MK Brenz, Neo C Metro-Clipsal
10.	MS Conduit (ISI Marked)	AKG, Steel Craft, BEC, SETIA
11.	MS Conduit Accessories	AKG, Steel Craft, BEC, SETIA
12.	Exhaust Fan	Crompton Greaves, Bajaj, Orient,

		Usha, Havells
13.	Ceiling Fan	Crompton Greaves,
14.	Wall Bracket Fan	Crompton Greaves, Bajaj, Orient, Usha, Havells
15.	PVC Conduits	AKG, Finolex, SETIA, BEC
16.	Time Switches	Legrand, L & T
17.	Light Fittings	Philips/ BAJAJ/ CG
18.	Other items not stipulated	As directed by the Bank

# SCHEDULE OF QUANTITIES

## SCHEDULE OF QUANTITIES

### PREAMBLE: -

TO BE READ ALONG WITH DRAWINGS.

1. RATES TO BE QUOTED BOTH IN FIGURES AND WORDS.
2. ALL PAGES TO BE SIGNED AND STAMPED BY THE TENDERER.
3. THE RATE OF THE ITEMS SHALL BE APPLICABLE FOR ANY FLOOR LEVEL/ ANY NUMBER OF FLOORS, OR ANY QUANTITY.
4. THE SPECIFICATION OF THE ITEMS SHALL BE AS PER LATEST INDIAN STANDARD CODES UNLESS OTHERWISE SPECIFIED.
5. ALL MATERIALS SHALL BE AS PER APPROVED LIST AND SHOULD BE OF ISI QUALITY UNLESS OTHERWISE SPECIFIED.
6. THE RATES ARE INCLUSIVE OF ALL DUTIES AND TAXES OF ALL GOVERNMENT, MUNICIPAL OR ANY OTHER STATUTORY BODY APPLICABLE FROM TIME TO TIME.
7. RATES SHALL BE FOR ITEMS COMPLETE IN ALL RESPECTS AS PER DRAWINGS AND INSTRUCTIONS AND APPROVAL OF THE ARCHITECT.
8. THE QUANTITIES ARE APPROXIMATE/ TENTATIVE AND MAY VARY DURING COURSE OF EXECUTION. THE RATES QUOTED AGAINST PARTICULAR ITEM SHALL NOT BE CHANGED WITH VARIATION IN QUANTITIES.
9. MAKING OF ANY CUTOUT/ OPENING FOR ELECTRICAL/ AIR – CONDITIONING WIRING/ FITTING IN ANY OF THE ITEM OF FALSE CEILING, PARTITIONS, PANELING MASONRY WORK ETC. AND FINISHING EDGES JAMBS/ CILLS/ SOFFITS OF THE OPENING SHALL NOT BE PAID EXTRA.
10. THE TENDERER SHALL VISIT THE SITE AND SHALL SATISFY HIMSELF AS TO CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. HE SHALL ALSO CHECK, ASCERTAIN THE LOCATIONS OF ANY EXISTING STRUCTURES OR EQUIPMENT OR ANY OTHER SITUATION WHICH MAY AFFECT THE WORK. NO EXTRA CLAIM AS A CONSEQUENCE OF IGNORANCE OR ON GROUND OF INSUFFICIENT DESCRIPTION WILL BE ALLOWED AT A LATER DATE.
11. THE QUOTED PRICE FOR ITEMS SHALL INCLUDE ALL ACCESSORIES, CONSUMMABLES ETC. AS REQUIRED TO MAKE THE ITEM COMPLETE IN ALL

RESPECTS, COMPATIBLE WITH OTHER RELATED/ ASSOCIATED ITEMS AND FULLY FUNCTIONAL.

12. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY ERROR, DIFFICULTY IN EXECUTION/ DAMAGES INCURRED OWING TO DISCREPANCY IN DRAWINGS WHICH HAS BEEN OVERLOOKED BY HIM AND HAS NOT BEEN BROUGHT TO THE NOTICE OF THE ARCHITECT.