

**BANK OF INDIA STAR HOUSE,
LUCKNOW ZONAL OFFICE LUCK NOW.**

TENDER DOCUMENTS

FOR

**PROPOSED AIR-CONDITIONING WORKS FOR BANK OF
INDIA BRANCH AT GAURI BAZAAR**

VOLUME-I

TENDER ISSUED TO: -

LAST DATE OF SUBMISSION: - 09 - 11 - 2009

Architects

M/s Gunjan & Associates

3/55, Vipul Khand,
Gomti Nagar, Lucknow.
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TENDER NOTICE

To,

Companies, Dealer & Manufactures of the below mentioned company may apply

L.G./Blue Star/Volta's/Carrier/Samsung and all other branded companies. Star Rating to be Minimum 2 Star.

Dear Sir,

Proposed Air-Conditioning work's for Bank of India branch at GAURI BAZAAR Lucknow.

We refer to your application for pre qualification for the captioned work and are pleased to in inform you that you have been pre qualified for the captioned work. You are now invited to quote for the above works as per details given below: -

Name of the work	Earnest Money (Rs.)	Time of completion months
PROPOSED AIR-CONDITION WORK FOR BANK OF INDIA GAURI BAZAAR LUCK NOW.	Rs.2000/- (Rupees Two Thousand only) by Pay Order in favors of Bank of India	10 days

- 1) Sealed Tenders (**Two Cover System**) on item rate basis are to be addressed and submitted to The Zonal Manager, Zonal Office, and Bank of India.
- 2) You are not expected to include any conditions of your own besides tender provisions. However, if it is very much necessary for you to include certain conditions, the same shall be submitted in the sealed cover no. 1.
- 3) To facilitate the processing of your offer, two separate sealed covers, first one containing Commercial part of the Tender book (volume-I), Cost of tender paper, Letter of new conditions or no new-condition, along with Pay order for Earnest Money Deposit, and the Second cover containing the Priced Tender (volume-II) only, in the stipulated form, shall be submitted. No conditions, etc., shall be permitted in the second cover. Both the covers have to be super-scribed, indicating the contents.
- 4) An Earnest Money Deposit of Rs. 2000/- (Rupees Two Thousand only) shall be enclosed in the first Tender cover, by Pay Orders issued by a Nationalized Bank only, in the name of Bank of India, Lucknow. A tender which is not accompanied by such a Pay Order of Earnest Money Deposit will be rejected. The Earnest Money Deposit of the unsuccessful tenderers will be returned as soon as possible but without any interest
- 5) Tender Forms can be taken from the office of The Zonal Manager Zonal Office, Bank of India, Star House, and Lucknow in favor of Bank of India from 03.11.2009 to 09. 11. 2009 (except Sundays & Holidays) during office working hours between 10.00 a.m. to 5.00 p.m. Tender forms can also be downloaded from Bank's web-site.
- 6) The last date of submission of tenders, duly filled in (in two sealed covers), is up to

5.00 p.m. on 09.11.2009 to The Zonal Manager, Zonal Office, Bank of

India, Star House), Lucknow. The rates shall be filled both in words and figures.

7) The first cover containing the Earnest Money Deposit and conditions will be opened at 4 P.m. on ...20-5-2009 in the office of The Zonal Manager, Zonal office, Bank of India, Star House, Lucknow in the presence of authorized competent representative the tenderer along with authorization letter, who can take decision on the spot in the matter. The time and date for opening of the Second Cover containing the Priced Tender will be advised after opening of first cover. Our endeavors will be to open the Priced Bids of valid tenders on that day itself.

- 8) A) Tenderers shall submit the first cover containing the first part of the Tender Containing conditions etc. (volume-I) along with the Earnest Money Deposit & cost of tender forms (if downloaded) by Pay Order.
- b) Second cover shall contain only duly filled Priced Tender bid (volume-II)
- c) After opening the first cover containing conditions, if any, and standardizing the Conditions by issuing bulletins the Contractor will have to submit their revised offer in a separate sealed third cover which will be opened along with the Second cover of Priced Tender submitted earlier.
- 9) The Tenderers must check all the pages of the Tender Form at the time of collecting the Tender from this office, If any pages is found missing, it shall be immediately brought to the notice of the owner, It may be noted that the Tender will be disqualified if any page is found missing after opening the Tender.
- 10) Bank of India reserves the right to accept or reject any or all the tenders or split the work to any other Contractor at the time of issuing work order or during the contract period, without assigning any reasons for doing so.

Yours faithfully,

For Bank of India

Important Note:-

Tenderers are requested to note the following importantly.

- a) The entire work has been divided into two parts, Part-A & Part -B.
- b) All the tenderers are required to quote for both Parts -A & Part- B. Rate quoted for a particular item of work should be same in both part- A & part-B. If the rate quoted by tenderers for a particular item of work is not found to be the same in both parts, then their tender will be evaluated considering the lower rate quoted for that item.
- c) Based on the evaluation of tenders mentioned above, the tenderers quoting the lowest

amount for part-A will be awarded the work of part -A and the tenderers quoting the lowest amount for part- B will be awarded the work of part -B.

d) In case the lowest tenderers for both part-A & part-B happens to be the same, then they will be awarded the work of part-A only and work of part-B will be awarded to the second lowest bidder for part - B but at the rates of 1st lowest bidder.

e) In case, the 2nd lowest bidder as mentioned above does not agree to carry out the work of part-B at the rates of 1st lowest, then chance will be given to 3rd lowest bidder for part-B for accepting the work at the rates of 1st lowest bidder. If 3rd lowest bidders for part-B also do not agree then Bank may go in for retendering for the work of Part-B.

LETTER OF OFFER/ TENDER

To
The Zonal Manager,
Zonal Office, Bank of India,
Lucknow.

Dear Sir,

Having examined the site conditions, specifications, designs and schedule of quantities relating to the work specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired all the information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions referred to in the Conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Description of work	AIR – CONDITIONING WORKS FOR BANK OF INDIA BRANCH AT GAURI BAZAAR LUCKNOW.
Earnest Money Deposit (EMD)	Rs. 2000 (by Pay Order)
Initial security Deposit (ISD) By Pay Order	2% of the accepted contracted sum including EMD
Percentage to be deducted From R.A.Bills as Retention Money:	8 % of the certified bill amount subject to a Maximum of 7.5% of the accepted tender sum. This 7.5% will be the total Security Deposit inclusive of 2% ISD
Value of work for interim certificate	Rs. 50, 000/-
Time allowed for completion	10 days
Liquidated Damage	1.0 % of the Contract Amount Maximum of 7.5% of the actual Project
Validity period for Tenders...	120 days from the date of Opening of the priced bid of the tender
Defect Liability Period	12 Months from virtual completion Total Work
Period of Honoring Bills	1-Ad-hoc payment of 75% of the running bill Amount-Ten working days from the date of receipt of the consultant's certificate with all the supporting documents 2- Final payment of running bill amount- (Balance of the certified amount): 30 working days from the date of receipt of the consultant's certificate with all the supporting documents. 3- The Final Bill will be submitted by the contractor within two months of the date of virtual completion work and the payment shall be made within four months from the date of receipt of the consultant's certificate with all the supporting documents.

Should this tender be accepted, I/We hereby agree to abide by our tender / offer and fulfill the terms and provisions of the said set of Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Bank of India the amount mentioned in the said conditions.

I /We have deposited a sum of Rs2000/- as Earnest Money Deposit.

Signature of Contractors

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____ Two Thousand eight between the Bank of India, a body corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its office at Star House, Zonal Office Lucknow- (hereinafter referred to as "the Owner or The Bank" which expression shall include its successor or Successors and assigns) of the ONE PART through the authorized officer Shri. _____ (Designation)

AND

M/s. _____ having its registered office

At.

(Hereinafter referred to as the "CONTRACTOR") of the OTHER PART.

WHEREAS the Owner is desirous of taking up major structural repairs/Rehabilitation work, external re-plastering etc. at Bank's residential complex at Lucknow (hereinafter called the "Works")

AND WHEREAS the Owner has caused the scheme for repair project which includes plans, drawings and specifications, priced schedule of quantities of the building repair work which includes civil sanitary, plumbing, water supply, etc. to be carried out at Bank's residential Complex at Lucknow as per conditions of the contract and special conditions prepared with the assistance of the said Architect / Consultant subject to which the offer of the Contractor shall be accepted. AND WHEREAS the tender of the Contractor for the Boundary Wall Construction, has been approved by the Owner.

WHEREAS THE Contractor has deposited with the Owner 2% of the value of the accepted Tender amount as Initial security deposit for the due performance of the Agreement. AND WHEREAS the Owner has therefore issued work order dated _____ to the Contractor.

AND WHEREAS said all the scheme of repairs inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the Contractor

has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS –

1) In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings, etc. and such further detailed drawings as may be furnished to the contractor by the said owner as described in the said specifications and the said priced schedule of quantities with All the Due Care and Attention.

2) The Owner will pay to the contractor on item rate basis, the estimated sum of Rs.(Rupees

_____ Cores _____ Lakh _____ Thousand. _____ Hundred _____ and _____ only) (hereinafter called the contract amount and in the manner specified in the said conditions. However, the actual sum will be worked out and paid on the actual value of work executed at site, irrespective of the contract sum.

3) The scheme of the----- works, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

4) The said contract comprises the proposed repair works as above mentioned, and all subsidiary work connected there with within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

5) Not with standing what are stated in the special conditions, conditions of contract and herein above stated the owner reserve to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.

6) The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

7) Any dispute arising under this Agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Article of General Conditions. The award of the arbitration shall be final and binding on both parties. IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

1)

2)

3)

4)

Common Seal

EXECUTANTS

1) OWNER

2) CONTRACTOR

In case of the company, the common seal is affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token there of and also by putting their names.

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the Schedule of Quantities or B.O.Q. and in the Specification and Conditions laid down hereinafter and in the drawings / instructions, the work shall be carried out as per the Indian Standard Specifications and under the direction of Owner.

1, INTERPRETATION:-

In construing these conditions, the specifications, the Schedule of Quantities, Tender and Agreement, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires ;-

Owner / Employer / The Bank: The term Employer / Owner / The Bank shall denote Bank of India with their Zonal Office at Vibhuti Khand Lucknow, or any of its employees representative authorized on their behalf.

Contractor: The terms Contractor shall mean M/s. -----
----- Lucknow, and his / their heirs, legal representatives, assigns and successors.

Site: The site shall mean Proposed Air - Condition works for Bank of In GAURI BAZAAR Lucknow.

The "**Work or Works**" shall mean the works to be executed or done under this contract. "Act of Insolvency" shall mean any act as such as defined by the Presidency Town

Insolvency Act or in Provincial Insolvency Act or any amending statutes.

"The Schedule of Quantities" shall mean the Schedule of Quantities or Bill of Quantities as specified and forming part of this contract.

"Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

"Notice in Writing" or "Written notice" shall mean a notice Written, typed or in printed characters sent (unless delivered personally or other wise proved to have been received) by registered post to the last known private or business address or registered office address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

Completion shall mean that the works are in the opinion of the owner complete and Fit for acceptance.

2. SCOPE OF WORK:-

The work consists of the Proposed Air - Condition Works for GAURI BAZAAR Lucknow in accordance with the "Scheme for the repair work and "Schedule of Quantities". It includes furnishing all materials, labors, tools and equipment and management necessary for the incidental to the progress and for completion of the work. The Owner may in their absolute discretion issue further drawings and/or written instructions/details/orders/directions and explanations etc. in respect of.....

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

The Contractor shall forthwith comply with and duly execute any work as per the Owner's instructions, provided always the verbal instructions, directions and explanations given to the Contractors or his representative upon the works by the Owners shall if involving a variation be confirmed in writing by the Owner to the Contractors with in seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up with out written

permission of the Owner. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Owner as provided in Clause "Variation".

The contractor shall set up a field laboratory with necessary equipments for day to day testing of materials like grading of coarse and fine aggregates, silt content, bulk age of sand etc.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work. Other products shall be supplied as per the brand name mentioned in the Technical Specifications.

3. DRAWINGS AND INSTRUCTIONS:-

The work shall be executed in conformity with the drawings and instructions.

Immediately after receipt of the work order of the contract, the Contractor shall prepare a progress schedule and The Bar Chart and submit the same to the Owner for approval within 7 days which shall indicate the dates for the starting and completion of the various stages of works.

4. ROYALTIES / PATENTS:-

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

5. TECHNICAL EXAMINATIONS:-

The proposed work covered under this tender during its progress or after completion is subject to inspection/examination by the Chief Technical Examiner / Technical Examiner, Central Vigilance Commission, Govt. of India or by an Auditor, Officer of the vigilance Cell of the Authority, on behalf of the Engineer-in-charge. The Contractor will be required to extend all co-operation, assistance and facilities for such inspection and thereafter complying their observation. All the observation of such authorities will be final and binding on the Contractor. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the owner to recover the same The owner shall have also right to cause a technical scrutiny of the works and the bills of the contractor including all supporting vouchers, challans, abstracts etc. If as a result of this scrutiny any sum is found to have been overpaid or over certified it shall be lawful for the owner to recover the same.

6- SUPERITENDENCE AND SUPERVISION

The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue until expiration of the "Maintenance Period" (Retention Period) The Contractor shall also during the whole

time of work when in progress employ one competent and experienced engineer & one supervisor having technical background who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Owner to such representative shall be deemed to have been given and duly served on the Contractor.

7- FAILURE BY CONTRACTOR TO COMPLY WITH OWNERS/ CONSULTANTS INSTRUCTIONS:-

If the Contractor after receipt of written notice from the Owner requiring compliance within ten days fails to comply with such further drawings and / or Owners / Consultant's instructions, the Owner may employ other person to execute any such work whatsoever that may be necessary to give effect therefore and pay all cost incurred in connection therewith and same shall be recoverable from the Contractor by the Owner as a debt or shall have right to deduct same from any money due or to become due to the Contractor.

8. TENDERER SHALL VISIT THE SITE:-

Before submission of the tender, the intending tenderers is bound to visit the site and make him thoroughly acquainted with the local site condition, space restrictions, nature and requirements of the works, transport condition, labor and materials, access and storage for materials and removal of rubbish. The tenderers shall have to provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the contract. The successful tenderers will not be entitled to any claim of compensation for difficulties faced by him or losses incurred on account of any site condition / restrictions which existed before the commencement of the work or which in the opinion of the Owner might be deemed to have reasonably been inferred to be so existing, before commencement of work.

9. FILLING OF TENDERS:-

The entire set of tender paper issued to the tenderer shall be submitted fully priced and also signed on the last page of each component together with initials on every page. Initial / Signature will indicate the acceptance of the tender papers by the tenderers.

The schedule of quantities shall be filled in as follows:-

- a) The Rate Column to be legibly filled in ink in both English figures and English words. No overwriting is permitted.
- b) Amount column to be filled in for each item and the amount for each sub-head as detailed in the "Schedule of Quantities".

- c) All corrections are to be signed and authenticated.
- d) When there is difference between the rates in figures and in words the rate, in words filled up by the Contractor shall be taken as correct, if for any item, amount is not given or the amount given does not correspond to rate either in words or in figures then the amount will be calculated based on the rate quoted in words.
- e) If the contractor does not quote for any item, then their tender will be evaluated based on the highest rate of all other tenderers for that item. Even after evaluation based on this, the contractor happens to be the lowest, they may be awarded the work, however, payment for this item will be based on the lowest rate of all the tenderers or the rate decided by the Bank.

No modification writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a Separate sheet of paper attached to the original tender papers. The owner reserves the right to reject the lowest or any tender and also to discharge any or all the Tenders for each section or to split-up and distribute any item of work to any specialist firm or firms, without assigning any reason.

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

The works will be paid for "Measured Work" on the basis of actual work done.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

The Owner has power to add to or omit from any work as shown in drawings or described in specification or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Owner. No variation shall vitiate the contract.

A Schedule of Probable Quantities in respect of each work and specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the owner. Each Tender shall contain not only the rates but also the value of each item of work entered in a separate column and all the items shall be totaled in order to show the aggregate value of the entire Tender.

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 making a Tender and for

entering into a Contract and must examine the Drawings and must inspect the Site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto.

The rate quoted shall be deemed to be for the finished work to be measured at Site. The rates shall also be firm and shall not be subject to exchanged variations, labour conditions, fluctuation in Railway Freights or any conditions whatsoever. Tenderers must include in their rates Sales Tax, Excise Duty, Octroi, and any other Tax and Duty or other levy levied by Central Government or any State Government or Local Authority if applicable. No claims in respect of Sales Tax on Works Contract, Excise Duty, Octroi, Vat or other Tax, Duty or Levy whether existing or future shall be entertained by the Employer. However Service Tax will be paid extra as per prevailing govt. rules.

The Contractor shall note that unless otherwise stated, the Tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item shall be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

The Contractor shall visit and examine the Site and satisfy himself as to the nature of the existing roads or other means of communication, the character, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made in consequence of any miss-understanding or incorrect information or any of these points or on the grounds of insufficient description will be allowed. All expenses incurred by the Contractor in connection with obtaining information for submitting this tender including his visits to the Site or efforts in compiling the tender shall be borne by the Tenderers and no claim for reimbursement there of shall be entertained.

10. TIME - SCHEDULE FOR COMPLETION OF WORK: -

The Contractor shall have to submit a time and progress Bar chart in a form approved by the Owner within seven days from the date of issue of **work order**.

The Contractors shall have to put all their resources and endeavor to complete the work, if possible earlier than the schedule time shown in the programmed. Keeping the general target dates as given in the Bar Chart of tender, the Contractors shall have to prepare detailed PERT Network showing in addition to the items already indicated in the programmed other items, the completion of which would effect the overall time schedule of the programmed. This Network programmed shall clearly indicate the completion of project. The Contractors shall have to prepare their own material in

flow according to the final Network programmed as accepted by the Owner. Network programmed shall have to be update at regular intervals and modified programmed shall be submitted to the Architects/ Owner for programmed shall be changed without prior consent of Owner.

11. PERMITS AND LICENSES:-

Permits and License for release of any which are materials if are under Government control will be arranged by the Contractor. The Owner will render necessary assistance, sign any forms or applications that may be necessary. Charges are to be borne by the Contractor.

12 GOVERNMENT AND LOCAL RULES:-

The Contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company UNDER WHOSE JURISDICTION the work is to be carried out. The Contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such Authority/authorities execution of the work involved. The cost, if any, shall deemed to have been included in his quoted rates, taking, into account all liabilities for licenses, fees for footpath encroachment and restoration etc. and shall **indemnify the owner against such liabilities and shall defend all actions arising from such claims or liabilities.**

13. TAXES AND DUTIES:-

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax or any other taxes or local charges if applicable. The rates shall also include prevailing sales tax or works contract tax as per State Government norms. No extra claim on this account will in any case be entertained.

If Contractor fails to pay the taxes to the Authorities Concerned, the Owners reserve their rights to recover the said amount from the amount payable to the Contractor and pay the same to the Authorities Concerned.

14. SETTLEMENT OF DISPUTS:-

Excepted Matters

If any dispute or difference pertaining to the under noted matters arises, the decision in writing of the supervising Architect / Bank's General Manager shall be, conclusive and binding on the Contractor/s.

- a) Written Instructions.
- b) Permissions from Local Authorities.
- c) Proof for quality of materials and the works.

- d) Assigning or sub letting of the contracted works.
- e) The causes of delays and extension of time.
- f) Rectification of defects during the progress and Defects Liability Period.
- g) Contractor's due diligence care and supervision at the _____ works.
- h) Measurements of works.
- i) Reports on quality and progress of works.
- j) Contractor's abandoning of the contract, partially / fully.
- k) Notice of termination / determination of the contract by the Employer.

15. QUANTITIES FOR ITEMS OF WORK:-

The quantities shown in the schedule of quantities are estimated to cover the entire work but the Owner reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof and shall not entertain any claim for compensation except at the rates quoted in the price bid.

The Contractor on his Own shall not execute any work beyond the tender quantities for the various items, unless specifically approved by the Employer.

The contractor is bound to carry out any and all the items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Instructions in respect of such additional items, their quantities and rates will be issued in writing by the Consultant with the prior consent in writing of the Employer.

16. OTHER PERSONS ENGAGED BY THE OWNER:-

The Owner reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The Contractor shall extend all cooperation in this regard.

17. EARNEST MONEY AND SECURITY DESPOSITS:-

The Tenderer will have to deposit an amount of Rs.2000- (Rupees Two Thousand only), in the form of Pay Order drawn in favour of Bank of India, Lucknow, at the time of submission of the Tender as an Earnest Money Deposit. The Owner is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful Tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the Tender.

The successful Tenderer to whom the contract is awarded will have to deposit as "**Initial Security Deposit**" (ISD) a further sum to make up 2% (Two Percent) of the value of the accepted Tender, including the Earnest Money. ISD has to be submitted in the form of Bank Draft / Pay Order drawn in favour of Bank of India, Lucknow of a Nationalized Bank. The initial Security Deposit will have to be paid and also work should be started within two weeks from the date of **work order** failing which the

Owner at his discretion may revoke the acceptance and forfeit the Earnest Money Deposit furnished along with the Tender.

A part from the Initial Security Deposit as above, Retention Money shall also be deducted from progressive running bills at **8% of the value of each running bills** until the Retention Money equals 7.5% of the accepted tender amount including the ISD amount.

50% of the total Security Deposit will be refundable to the Contractor subject to the following:-

- a) Issue of completion certificate by the owner.
- b) Contractor removes his materials, equipment's, labour force, temporary sheds, stores etc., from the site after completion of the work.

The 25% of the Total Security Deposit may be refunded 14 (fourteen) days after the end of Defects Liability Period, provided the contractor has satisfactorily carried out all the work and attended to all the defects in accordance with the Conditions of Contract. However, the remaining retention money i.e. 25% will be refunded to the Contractor only after the observations / objections of Chief Technical Examiner of C.V.C are satisfied and removed. No interest is payable on Retention Money and the Initial Security Deposit.

18. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY :-

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specification 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 discrepancies therein he shall immediately and in writing, refer the same to the Owner whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price, no extra payment will be allowed for incidental or contingent work, labour and / or material's inclusive of all taxes and duties whatsoever.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the

satisfaction of the Owner.

The Contractor shall at all times give access to workers employed by the Owner or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Owner as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

19. TIME FOR COMPLETION / EXTENSION OF TIME & PROGRESS OF WORKS:-

a) **Time of Completion** - The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to be commenced within two weeks from the date of work order. Time is the essence of the contract and shall be strictly observed by the Contractor. The work shall not be considered as complete until the Owner has certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

b) **Extension of Time** :- If in the opinion of the Owner the works delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Owner in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring Owner or (c) by the works, or delay of other Contractor or tradesmen engaged or nominated by the Owner and not referred to in the specifications or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the Owner may consider are beyond the control of the Contractor, the Owner at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Owner failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the Contractor shall immediately give the Owner, written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required to the satisfaction of the Owner to proceed with the works and on his doing so that it will be ground of consideration by the Owner for an extension of time as above provided. The decision of the Owner as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the Owner shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in Clause with respect to payment of liquidated damages shall, in such case be read and construed as if the extended date fixed by the Owner were substituted for and the damage shall be deducted accordingly.

c) **Progress of Work** - During the period of execution of work, the Contractor shall maintain proportionate progress on the basis of a Programmed Chart submitted by him immediately before Commencement of work and agreed to by the Owner. Contractor shall also include planning for procurement of scarce material well in advance and reflect the same in the Programmed Chart so that there is no delay in completion of the Project.

20. PROTECTIVE WORKS AND MEASURES:-

The contractor from time to time of being placed in possession of the site must suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

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

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

21. TOOLS:

All the tools including theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the owner.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the Contractor.

The miseries and supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob & a square & shall check the work see that the work is being done according to the drawing & specifications. The site engineer will use any or all measuring instruments or tools belonging to the Contractors as he works executed or being executed on the contract.

The Contractor shall cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding tools and plant etc., by nominated Sub-Contractors for their work.

22. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS:-

All soil filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to the municipal approved dumping ground

The contractor shall arrange for the disposal of the debris etc. so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

23. ACCESS:-

Any authorized representative of the Owner shall at all reasonable times have free access to

the works and / or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Owner or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representative of the Owner no person shall be allowed at any time without the written permission of the Owner. The representative of owners shall also include the officers from Head Office and Government official assign with such duties.

24. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:-

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

If directed by the Owner the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Owner at contractor's own risk and cost to prove that the materials etc. under test conform to the relevant 1.3. Standard specifications or as specified in the tender specifications, the necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Contractor. No extra payment on this account shall in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance on the work under the contract must be provided through authorized channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Contractor shall be entirely responsible for the proper and efficient execution of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Owner when so directed the Owner and written approval from Owner must be obtained prior to placement of order.

During the inclement weather the Contractor shall suspend work for such time as the Owner may direct and shall protect from injury/damage all work when course of execution, Any damage to any part of the work for any reason due to rain, storm, or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall take all precautions necessary for the protection of work and at his own

expenses shall make good any damage arising from any of these causes.

The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated Sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The Contractor shall order all the materials required for the execution of the work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Architects.

25. REMOVAL OF IMPROPER WORK:-

The Owner have power to order, from time to time, the removal from the site, any materials or the work which in the opinion of the Owner are not in accordance with specification or instructions, substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the Contractor neglects / refuses to comply with the order, the Owner have the power to employ and pay other agencies to carry out work and all expenses consequent thereon or Incidental thereto as certified by the Owner shall be borne by the Contractor or may be recovered from any money due to or that may become due to the Contractor or should be claimed from the contractor if nothing is due to him. No certificate which may be given by the Architects shall relieve the Contractor from his liability in respect of unsatisfactory or bad works / materials.

26. SITE ENGINEER

The term "Site Engineer" shall mean the person / agency appointed and paid by the Owner to superintend the work. The Contractor shall afford the Site Engineer / Employer every facility and assistance for examining the work & materials & for checking and measuring work and materials. The site Engineer shall have no power to revoke, alter, enlarge or relax any extra work whatever except in so far as such authority may be specially conferred by a written order of the Owner.

The Contractors shall fulfill the requirements of the Employees State Insurance Act, 1948, applicable to all States towards their employees and keep all! The required record regarding the same for inspection by the Authorities Concerned at any time. The Contractor shall indemnify Bank of India, Lucknow against any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty or any other amount levied by the authorities, shall be recoverable from the payments due to the Contractors.

The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the Rules and Orders issued there under from time to time. Failure to do so will be in a breach of the Contract and the Owner may in their discretion cancel the contract. The Contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provisions of the Act.

The Contractor shall be responsible for the observance of all Central Rules and Regulations framed by the Central Government under the Contract Labour (Regulation and Abolition) Act, 1970. The Owners shall be entitled to deduct all damages, which it might suffer on account payable to the Contractor.

The Site Engineer shall have power to give notice to the Contractor or his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner is obtained. The work will be examined by the Engineer from the Premises Department of the Owner and the Site Engineer from time to time. But such examination shall not in any way exonerate the Contractor from the obligation to remove defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the provisions of this contract, the Contractor shall take instructions only from the Owner.

27. CONTRACTOR'S EMPLOYEES:-

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Owner. The Contractor shall engage at least one experienced Engineer as Site-in charge and also a supervisor with technical background for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

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

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

Any labourer supplied by the Contractor to be engaged on the work on day-work, basis either wholly or partly under the direct order or control of the Owner or his representative shall be deemed to be a person employed by the Contractor.

The Contractor shall have to comply with the provision of all labour legislation including the requirements of

- a) The Payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.

e) Apprentices Act 1961.

f) Minimum Wages Act

g) Any other Act of enactment relating thereto and rules framed there under from the time to time.

The Contractor shall keep the Owner saved harmless and indemnified against all the claims if any of the workmen and shall pay all costs and expenses as may have to be incurred in connection with any claim that may be made by any workmen / third party.

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

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

28. DISMISSAL OF WORKMEN:-

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

29. ASSIGNMENT:-

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Owner and no subletting shall relieve the Contractor from the full and entire responsibility of the Contractor or from active superintendence of the work during their progress.

30. NOMINATED SUB-CONTRACTORS:-

All specialists, Merchants, Tradesmen and other executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities / Rates and / or specification who may be nominated or selected by the Owner are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors. No nominated Sub-Contractor shall be employed en or in connection with the works against whom the Owner shall make reasonable objection or save where the Owner the Contractor shall otherwise agree who will not enter into a contract presided:

a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this contract.

b) That the nominated Sub-Contractor shall indemnify the Contractor against claims 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 plants the property of the Contractor or under any workmen's compensation Act in force.

c) Payment shall be made to the nominated Sub-Contractor by the Contractor within fourteen days of his receipt of the Architect's Certificate provided that before any certificate is issued, the Contractor shall upon request furnish to 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 accounts included in pervious certification have been duly discharged, in default where of the owner may pay the same upon a certificate of the Architect and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract between the Owner and the Sub- Contractor.

31. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.:-

The Contractor shall be responsible for all injuries to the work or workmen, to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or any Sub-Contractor or of any of his or a Sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alias, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Owner stands indemnified by the Contractor in respect of ail and any expenses arising from aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such Claim.

The Contractor shall restore and reinstate all damages of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect

and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The Contractor shall have to affect the necessary insurance cover. The Owner stands indemnified entirely from all responsibility and the liabilities in this respect.

The insurance cover must be obtained from / placed with a company approved by the Owner and must be taken in the name of the Owner and the Contractor jointly (the name of the owner being placed first in the policy) and the policy lodged with owner. The scope of insurance cover is also to include cost of damage or loss to the contractor till the work is in a completed stage. Insurance is compulsory and must be affected from the very initial stage. The Contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents; negligence or defective carrying out of this contract i.e. the Contractor All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work.

The Owner shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Contractor or in extreme case to lodge a claim against the contractor.

32. INDEMNIFICATIONS AND INSURANCE:-

The owner at all times stands indemnified by the contractor for any loss what so ever to the Bank (The Employer) / to it's property by theft, fire and / or earthquake, injury / death of the workers, Bank's Employees and third party and the contractor shall obtain C.A.R. policy in joint name first being that of the owner.

Unless otherwise instructed the Contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by theft, fire and / or earthquake, flood etc. The insurance must be taken from a company approved by the Owner, in the joint names of the Owner and the Contractor for such amount and for any further sum if called to do so by the Owner,

The Contractor shall deposit the policy and receipt for premiums paid with the Owner within 15 (fifteen) days from the date of issue of work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Owner *on* his behalf may so insure and may deduct the premiums plus administrative expenses 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 Insurance Company shall they elect to do so proceed with due diligence with the completion of the works in the same manner as though the loss has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after loss shall be entitled to extension of time for completion as the owner may deem fit.

33. ACCOUNTS, RECEIPTS AND VOUCHERS:-

The Contractor shall, upon the request of the Owner furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than that what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Owner shall be final and binding on the Contractor for any work under this contract.

34. MEASUREMENT OF WORK:-

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

35. CONCEALED WORK:-

The Contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete, Partitions or in the walls or otherwise, becoming

inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the Contractor's expenses or no payment may be made for such materials, shall any dispute or difference arise after the execution or any work as to measurements etc. *or* other matters which cannot be conveniently tested or checked the notes of the employer shall be accepted as correct and binding on the Contractor.

36. PAYMENTS:-

All bills shall be prepared by the Contractor in the form prescribed by the Owner / Architects after the measurements are endorsed as mentioned in a Clause above (named as 'Measurement of Works'). Normally one interim bill shall be prepared each month, subject to minimum value for interim certificate as stated in this document. The bills in proper forms along with detailed measurements in support of the quantities of work done and other supporting documents and must show deductions for all previous payments, retention money, etc.

The Owner will deduct retention money as described in relevant Clause above of these conditions. The refund of retention money will be made as specified in the said clause.

If the owner has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be deducted from the amount due to the Contractor in accordance with the quantities consumed in the work or in one lot, depending up on the situation.

All the interim payments shall regarded payments subject to and against the final payment only and not as payments for work done and completed and shall not preclude the requiring of bad, unsound & imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect of the accruing of any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within **TWO MONTH** of the date fixed for completion of the work or of the dates of certificate of completion furnished by the owner and payment shall be made within four months from the date of receipt of the certificate from the consultant.

FINAL BILL PAYMENT:-

The final bill shall be accompanied by a certificate of completion from the owner. Payments of final bill shall be made after deduction of Retention money etc as specified in the relevant clause above, which sum shall be refunded after the completion of the defects liability period after receiving the Owner's certificate that the contractor has rectified all defects to the satisfaction of the Owner. The acceptance of

payment of the final bill by Contractor would indicate that he will have no further claim in respect of the work executed.

37. MONTHLY STATEMENT OF VARIATIONS/DEVIATIONS /EXTRA ITEMS:-

The Contractor may when authorized by the Owner and shall, when directed in writing by the Employer bank to add or omit or vary the works shown in the drawings or described in the specifications or included in the priced schedule of quantities. The Contractor on his own accord shall make no. addition omission or variation without such authorization or direction. A verbal authorization or direction by the Employer shall when confirmed correctly by the Contractor in writing within 8 days shall be deemed to have been given in writing.

The Contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor. may consider himself entitled and of all deviated or extra or additional work ordered by the Employer which he has executed during the preceding month. The rates for additional, altered, **substituted** work shall be arrived in accordance with following rules:

- a) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- b) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the Contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills vouchers dependable printed price schedules of building materials of different types and prevailing labour rate shall be adopted adding 15% over towards profits and overheads. When called upon to do so the Contractor shall submit the required purchase bill / vouchers.

38. PREPARATION FOR OCCUPATION AND USE AFTER COMPLETION:

The whole work will be thoroughly inspected by the Contractor and deficiencies and defects shall be put to right. On completion of such inspection the Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the Contractor shall clean all windows and doors including the cleaning,

removing hand / finger stains and oiling if necessary, of all hardware, inside and outside, all floors, staircase, and every part of the building. He will leave the entire building neat and clean to the satisfaction of the Owner.

39. CLEARING SITE ON COMPLETION: -

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

40. P.V.A. IN THE QUOTED RATES: -

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sale tax, octroi, etc.

41. SUSPENSION OF WORK: -

If the Contractor except on account of any legal restraint upon the Owner preventing the continuance of the work or in the opinion of the Owner shall neglect or fail or proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Owner shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this Clause.

42. TERMINATION OF CONTRACT BY THE: OWNER: -

If the Contractor being a company go into liquidations whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency or the Receiver of the Contractor in insolvency shall repudiate the contract, or if a Receiver of the Contractor's firm appointed by the Court requiring him to do so, to show to the reasonable satisfaction of the Owner that he is able to carry out and fulfill the Contract, and if so required by the Owner to give reasonable security therefore, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the Owner not exercise such diligence and make such due progress as

would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Owner after three clear days notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Owner may notwithstanding previous waiver determine / terminate the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Owner of the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the Owner or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery . steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any others contractors or other persons or person to complete the works, and the Contractor shall not in any way interrupt or do any act matter or things to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the Owner Shall give notice in writing to the Contractor to remove his surplus materials and plants and shall the Contractor fail to do so within a period of 14 days after receipt by him the Owner may sell the same by Public Action and shall give credit to the losses incurred by the Owner in getting the works carried out through other agency and the amount payable to the agency shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or dues on account of work carried out by the Contractor or against the Security Deposit and by raising claims for the balance recoverable amount.

Without prejudice to any of the right or remedies under this contract, if the Contractor, being an individual expires, the Employer shall have the option of termination of the contract without incurring any liability for such termination

43. MODE OF - MEASUREMENT:

Unless otherwise mentioned elsewhere in the tender measurement will be for the net quantities or work produced in accordance with up to date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Owner shall be final and binding on the Contractor.

44. ACTION WHERE NO SPECIFICATION: -

In the case of any class of work for which there is no such specification in Technical

Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Owner.

45. CONTRACTOR NOT TO STORE MATERIALS IN A MANNER THAT MAY INCONVENIENCE TO THE EMPLOYER / PUBLIC OR STAFF MEMBERS: -

The Contractors shall not deposit / store materials on any site which will inconvenience the Employer. The owner may instruct the Contractor to remove any materials, which are considered by him to be a danger or inconvenience to the Employer and cause them to be removed at the Contractors cost.

46. LIQUIDATED DAMAGES: -

Shall the work be not completed to the satisfaction of the Owner with in the stipulated period the Contractor shall be bound to pay to the Owner a sum calculated at the rate of 1.00% of the cost of the work (As shown in the tender) per week of delay subject to a maximum of 7.5% of the actual project cost or contract sum whichever is more, by way of liquidated damages, for the period during which the work remains incomplete or unfinished after the expiry of the due / extended completion date.

47. WRITTEN GUARANTEE FOR THE SPECIALISED WORKS: -

Wherever provision for submission of a written guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main Contractor engaged for the work before receiving any payment from the employed, against such item of work be furnished on a non judicial stamp paper of appropriate value. The guarantee shall however come into the force from the date of the completion of the entire contracted work.

48. INCOME TAX/SALES TAX ON WORKS CONTRACT: -

Statutory deduction of Income Tax/ Sales Tax on work contract shall be made from all the ad-hoc, interim and final payments as per laws applicable.

49. AGREEMENT: -

The successful Contractor will be required to enter into an agreement in accordance with the Draft Agreement from enclosed and the schedule of conditions within 15 days from the date of work order is advised by the Owner that his tender has been accepted and he shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance by the. Owner of a tender will constitute a binding contract between the Owner and the person so tendering whether such formal agreement is or is not subsequently executed.

50 O COMPENSATION FOR ALTERATION IN, OR RESTRICTION OF WORK BE CARRIED OUT: -

If at any time after the commencement of the work, the Owner shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Owner shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out' neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, design and instructions which shall involve any curtailment of the work as originally contemplated.

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the case of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding Contracts for other trades if the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connection for the work or for the other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept ('ability for any sum besides the Tender amount, subject to such variation as are provided for herein.

51. RIGHTS OF TECHNICAL SCRUTINY OF BILLS: -

The Employer shall have right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum.

52. WEEKLY REPORTING TO THE OWNER -

WEEKLY REPORTS on Labour, Materials, Progress and Hindrances shall have to be submitted by the Contractor. A set of **PHOTOGRAPHS (8" X 6")-mini. 2 no.** for each building shall also be submitted once a month

53. ARBITRATION: -

All disputes or difference of any kind whatsoever (except for excepted matters vide Clause No. 14 earlier) which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance

thereof of this contract or the construction remaining operation or effect thereof *or* to the right or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice of 60 days by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a **Sole Arbitrator** to be appointed as per the provisions of law.

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

The work under the Contract shall, however, has to continue during the Arbitration proceeding and no payment otherwise due to the Contractor shall be withheld on account of such proceedings.

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

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

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

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

The award of the Arbitrator shall be a reasoned Award.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the Arbitration proceeding under this clause.

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

54. DECLARATION:-

I /We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites works. I/ We hereby declare that I/We have gone through the conditions laid down in the notice inviting tender, general conditions of

contract, technical specifications and understood the same on the basis of the same. I/We quoted our rates in the schedule of quantities with the tender document.

I / We shall also uniformly maintain such progress with the work, as may be directed by the Owner to ensure complete of the same within the target date as mentioned in the tender document.

Date

Witness:

Signature of Tenderer

Address

**BANK OF INDIA STAR HOUSE,
LUCKNOW ZONAL OFFICE LUCK NOW.**

TENDER DOCUMENTS

FOR

**PROPOSED AIR – CONDITIONING WORKS FOR BANK OF
INDIA AT GUARI BAZAAR**

VOLUME-II

TENDER ISSUED TO: -

LAST DATE OF SUBMISSION: - - 09.11.2009