



**BANK OF BARODA**  
**REGIONAL OFFICE, SURAT REGION,**  
**6<sup>TH</sup> FLOOR, (P&E Dept.), BARODA SUN COMPLEX,**  
**GHOD DOD ROAD, SURAT.**

**TENDER DOCUMENT FOR,**  
**ELECTRIFICATION WORK AT,**  
**BHAGATALAV (MAIN) BRANCH,**  
**SURAT.**

**AT**  
**BANK OF BARODA,**  
**BHAGATALAV (MAIN) BRANCH,**  
**BHAGATALAV, KANPITH, SURAT.**

**ARCHITECT: -**

**M/S. SARJAN ARCHITECTS & PROJECT CONSULTANTS**  
**51, River palace-a, opposite old civil court,**  
**Nanpura, Surat- 395003**  
**E-mail id: sarjanarch@sify.com**  
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**1. NOTICE INVITING TENDER**

To,

M/s.....

**Name of the work:** Electrification work for Bank of Baroda, Bhagatalav (Main) Branch, Bhagatalav, Kanpith, Surat

**Employer:** M/S BANK OF BARODA.

Tender copies will be available either by downloading from the website of Bank of Baroda <http://www.bankofbaroda.com> or from **Bank of Baroda, Regional Office, Surat Region, 6<sup>th</sup> Floor, (P&E Dept.), Baroda Sun Complex, Ghod Dod Road, Surat**, on payment of **Rs.5000/- (Rupees Five Thousand Only)** by Demand Draft in favor of **Bank of Baroda, Regional Office, Surat**, which sum is non-refundable.

Sealed tenders, in duplicate in the prescribed tender form, with the tender fees and EMD, should be addressed to, **Bank of Baroda, Regional Office, Surat Region, 6<sup>th</sup> Floor, (P&E Dept.), Baroda Sun Complex, Ghod Dod Road, Surat**. Tenders should be submitted to the office not later than the date mentioned in the Index page. The Earnest Money Deposit of **Rs.16500/- (Sixteen Thousand Five Hundred Rupees Only)** by Demand Draft or Banker's Cheque shall be submitted along with the tender in separate sealed envelope.

Defect Liability and free maintenance period shall be twelve months from the date of virtual completion of the works.

Validity of offer shall be **3 Months** from the date of opening of the tender.

Technical Pre-qualification will be based on the Mandatory Information and supporting documents submitted along with the tender documents as well as Architect/Consultant/Bank's scrutiny of the same and/or inspection of works carried out by the Tenderer. Bank reserves the right to accept or reject any tender without assigning any reason whatsoever.

The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.

Thank you,  
Yours truly,

**Note:- Before filling the tender visit the Site & Full fill all Pre – Qualification Criteria as mentioned in Technical Bid on page no 72.**

**M/S, SARJAN ARCHITECTS & PROJECT CONSULTANTS.  
SURAT  
Date:-**

## **2. FORM OF TENDER**

To,

Bank of Baroda,  
Regional Office,  
Surat Region,  
6<sup>th</sup> Floor, (P&E Dept.),  
Baroda Sun Complex,  
Ghod Dod Road, Surat.

Dear Sir,

**Ref:** Electrification work for Bank of Baroda, Bhagatalav (Main) Branch, Bhagatalav, Kanpith, Surat.

Having examined the plans, specifications and schedule of quantities prepared by your **Architect, M/s SARJAN ARCHITECTS & PROJECT CONSULTANTS**, and satisfying ourselves as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs. 16500/- (Sixteen Thousand Five Hundred Rupees Only)** by Demand Draft or Banker's Cheque drawn in favor of Bank of Baroda, as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **Rs. 16500/- (Sixteen Thousand Five Hundred Rupees Only)** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.

I/we agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are livable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Bank of Baroda may award Contracts for Interior to more than one Contractors and that I/we shall make no claims whatsoever if Bank of Baroda accept only a part of my/our tender. We unconditionally agree to Bank of Baroda's preconditions a stipulated in the tender documents.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Owner or the Architect/Consultants appointed by the Bank, during the course of the work, Bank reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the Bank from the payment receivable by me. Further I may also be barred from tendering in future for the Bank and its subsidiaries.

I/we enclose demand draft/banker's Cheque for **Rs. 16500/- Towards Earnest Money** deposit in favor of **Bank of Baroda, Surat Region**.

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

I/we agree to keep our tender open for 10 days from the date of opening of **Envelope No. 1 i.e. (Technical Bid)**.

I/we enclose herewith the completed tender documents duly signed in duplicate in **Envelope No. 2. (Commercial Bid)**.

Yours truly,

**[To be signed by the Authorized Representative of Tenderer holding Power of Attorney]**

**Place: Surat**

**Date: -**

### **3. DESCRIPTION OF WORK**

#### **GENERAL:-**

This Tender contents proposed electrification work, here is some basic information about this work:

#### **Electrification work:**

Electrification work for **Bank of Baroda, Bhagatalav (Main) Branch, Bhagatalav, Kanpith, Surat.**

There will be a work of wiring, computing, data cabling work, light points, fan points, UPS and server etc. all the electrification will be concealed wiring and as per Drawings, Specifications and suggestions given by the Architect.

#### **4. INSTRUCTIONS TO TENDERERS**

##### **1.0 Location:**

- 1.1 The site is located at **Bank of Baroda, Bhagatalav (Main) Branch, Bhagatalav, Kanpith, Surat.**
- 1.2 Tenderer must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.
- 1.3 The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

##### **2.0 Submission of Tender:**

- 2.1 Tender in duplicate must be submitted in original to the, **Bank of Baroda, Regional Office, Surat Region, 6<sup>th</sup> Floor, (P&E Dept.), Baroda Sun Complex, Ghod Dod Road, Surat** and as per details given hereunder. The rates shall be filled in the Schedule given in, of the tender document.

**LAST DATE FOR SUBMITTING OF TENDER IS 02-11-2012 BEFORE 14.00 Hrs.**

In case of any queries, the Tenderer may contact Head Premises (re-Engineering).

- 2.2 The tender in duplicate shall be submitted in two parts in separately sealed envelopes: The envelope containing the tender offer shall be duly super scribed with the above title.
- 2.3 The Tenderer is requested to quote strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations. However, deviations, if unavoidable, should be indicated separately indicating the specific page number and clause number against which the deviations are made. Wherever specifications of certain works are not available they shall be deemed to be done as per relevant I.S code.
- 2.4 Addenda to this tender document, if issued, must be signed and submitted along with the tender document.

##### **2.5 All pages to be initialed:**

**All signatures in tender documents shall be dated and stamped.** All pages of tender documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

##### **2.6 Rates to be in figures and words:**

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that

interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

## **2.7 Corrections and Erasures:**

**No corrections and alterations in the entries of tender papers shall be permitted.** If any they shall be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.

2.8 The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender and shall be signed in /his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

2.9 When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.

## **2.10 Witness:**

Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

## **3.0 Information required along with tender:**

The following details are required to be submitted along with tender:

- a) List of Sub contractors to be employed.
- b) List of equipment proposed to be deployed for work.
- c) Site Organization chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.
- d) Income Tax Clearance and Sales Tax clearance certificates.
- e) Power of Attorney in the name of persons who has signed the tender document.
- f) Programme of work.
- g) Each Tenderer shall submit with his tender a list of large works of like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed. The Tenderer shall also submit along with his tender a list mentioning the names of manufacturers of specialized items.

4.0 Any printing or typographical errors/omission in tender document shall be referred to the Architect/Interior Designers appointed by the Bank and their interpretation regarding correction shall be final and binding on Contractor.



#### 5.0 **Transfer of Tender Documents:**

Transfer of tender documents purchased by one intending Tenderer to another is not permitted.

#### 6.0 **Earnest money:**

- 6.1 The Tenderer shall pay the amount of Earnest Money as mentioned in the Notice Inviting Tender, by Bank Demand Draft/Banker's Cheque payable to **Bank of Baroda, Regional Office, Surat Region, 6th Floor, Baroda Sun Complex, Ghod Dod Road, Surat.** Interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the bank draft/banker's Cheque along with the tender failing which the tender will not be considered.
- 6.2 The Earnest Money of the unsuccessful Tenderer will be refunded within a reasonable period of time without any interest.
- 6.3 The Earnest Money deposited by the successful Tenderer shall be retained as part of Security Deposit.
- 6.4 The Security Deposit shall be forfeited if the Contractor fails to observe any terms and conditions of the Contract.

#### 7.0 **Validity:**

Tenders submitted by Tenderer shall remain valid for acceptance for a **period within 3 Months from the date of opening of tender.** The Tenderer shall not be entitled during the period of validity, without the consent in writing of Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

#### 8 **Addenda:**

- 8.1 Addenda to the tender document may be issued if required to clarify documents or to reflect Modifications to the design or contract terms.
- 8.2 Each addendum issued by the Architect/Interior Designer will be distributed to each person or organization to which a set of tender documents has been issued. Each recipient will submit the same along with his tender. All addenda issued by the Architect/Interior Designer shall become part of Tender Documents.

#### 9.0 **Right to accept or reject tender:**

- 9.1 The acceptance of a tender will rest with the Bank who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons. They also reserve the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. For this purpose Tenderer shall quote rates for various items which will be self sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the Bank deciding to delete, alter or reduce the quantities specified in respect of the any item.
- 9.2 The work may be awarded to one or more agencies duly splitting the work at the entire discretion of the Bank and the Architect/Interior Designer. The quoted rates shall hold good for such an eventuality.

**10.0 Rates:**

- 10.1 The Bank is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, taxes including sales tax on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall the Bank be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc.
- 10.2 The rate quoted in the tender shall also include electric and water consumption charges for construction and erection. If power and water are available at the site, the Contractor shall have to make his own arrangements to obtain the connections from the available sources at his own expense and maintain an efficient service of electric light and power and water and shall pay for the services consumed and maintain the installations at his own cost. If no power and water are available at the site, the Contractor shall have to make his own arrangements to obtain power and water connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed.

**10.3 Contractor has to submit soft copy of running site photos on weekly basis by mail to Architect & Regional Office.**

- 10.4 Contractor to coordinate and assist the Architect/Interior Designer in obtaining all statutory approvals including MMC, CFO and any other State and Central rules in force. Any expenses incurred in obtaining such approvals are deemed included in the rates quoted by the Contractors.
- 11 The entire interior work shall be guaranteed to be free from manufacturing defects, defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate which in the opinion of the Bank/Consultants have arisen from bad manufacturing, workmanship or materials, shall upon intimation be made good by the Contractor at his own cost within the time specified. During the said period of 12 months the Contractor shall without any extra cost, carry out all routine and special maintenance of the Interior and attend to difficulties and defects that may arise. The Tenderer / Contractors shall associate with him during the execution and free service period, the operation and maintenance staff of the Bank.
- 12 Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.
- 13 The Tenderer shall guarantee that the work shall conform to the detailed specifications.
- 14 Before handing over the interior, 6 copies shall be furnished to the Bank along with 6 sets of "as built" drawings of all the works done as executed by the contractor. In addition to hard copy of as built drawings, the contractor shall also supply a computer floppy containing these drawings in a digital form (done with AutoCAD - 2004 ) similarly the operation and maintenance manual etc. shall also be supplied in a floppy with suitable indexing format for easy retrieval and reference.

**15. Signing of the contract:**

- a. **The successful Tenderer shall be required to execute an agreement in the Proforma attached with this tender document within 10 days from the date of receipt of the**

**notice of acceptance of tender.** In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period. The Bank reserves the right to forfeit the earnest money/ security deposit and cancel the contract.

- b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the Bank and the Contractor.

16. On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from the Bank shall be mentioned by the Tenderer.

17. If so decided, the Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.

I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers.

The Bank reserves the right to reproduce partly or fully the items executed on site anywhere in the country premises and no copyright claims shall be made by any contractor of any description from the Bank.

The Bank has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.

**Witness** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date** : \_\_\_\_\_

**Signature of Tenderer**

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

## **5. ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT MADE THIS.....DAY OF ..... 2012 between M/s. BANK OF BARODA (hereinafter called "THE EMPLOYER") of the one part and Shri/M/s.

Registered under Companies Act, 1956 and having its office at \_\_\_\_\_ (hereinafter called "THE CONTRACTOR") of the other part.

- 2.1. WHEREAS "THE EMPLOYER" desires to engage one contracting agency for (as described under scope of works hereto) to be carried out for their \_\_\_\_\_ per the Architectural and plans, sections, elevations etc. respectively prepared by their Architect, **M/s, Sarjan Architects & Project Consultants**. On the basis of above.
- 2.2. The term "Architect" in the said conditions shall mean the said **M/s. Sarjan Architects & Project Consultants**. and shall include their heirs, legal representatives and assignees or in the event of his/their death or ceasing to be the architect for the purpose by the employer, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Arbitrator, mentioned in the said conditions provided always that no person subsequently appointed to be entitled to disregard or overrule any previous decisions or approvals or directions given or expressed by the Architect for the time being.
- 2.3. In response to the tenders invited by EMPLOYER/Architect, the CONTRACTOR have inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and nature of the site and local conditions, quantities nature and magnitude of work, the availability of labour and material necessary for the execution of work, the means of access to work site, the supply of power and water thereto and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Contract or having any connection therewith and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.
- 2.4. The following documents annexed hereto and marked as Annexure as per numbers given against each of these documents, shall form the integral part of this Agreement as if these were fully incorporated herein and this
- 2.5. Agreement together with all its Annexure are hereinafter referred to as the CONTRACT :
  - 2.5.1. **Form of Offer**
  - 2.5.2. **Brief description of work**
  - 2.5.3. **Special Notes & conditions to the contract**
  - 2.5.4. **General Conditions of Contract**
  - 2.5.5. **Special Conditions of Contract & Appendix**
  - 2.5.6. **Contractors Labour rules and Regulations**
  - 2.5.7. **Format of Bank guarantee for bid offer security.**
  - 2.5.8. **Form of performance bank guarantee**
  - 2.5.9. **Technical specifications for works**

**2.5.10. Bill of Quantities**

**2.5.11. List of drawings attached**

**2.6.** The EMPLOYER has accepted the offer of the CONTRACTORS and the Contractor has agreed to execute the said Works, subject to the terms and conditions contained herein and those contained in Annexure referred herein, for the provision and the execution of the works mentioned in the CONTRACT at an amount of Rs. (All inclusive)

2.7. Contractor shall not claim any escalation in contract rate for rise in prices of materials/labour etc. during the completion of work and shall complete the work at contracted rate which shall be valid for project period from the date of commencement of work. In case of extension in the time period for execution of the contract beyond Project period 01 Months, for the reasons of delay attributed to the contractor he shall not be eligible for escalation in costs and the architect's decision in this respect shall be final and binding on the contractor.

**NOW THESE PRESENTS WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:-**

2.8. The CONTRACTORS shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

2.9. It has been understood by the parties hereto that the EMPLOYER will have right to make reasonable changes in the drawings and designs during the progress of the construction works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTORS shall commence the work on \_\_\_\_\_ and shall complete the same on or before ----- and the time shall be the essence of the CONTRACT. In consideration of the due provision, execution and completion of all the works, in terms of the CONTRACT the EMPLOYER does hereby agree with the CONTRACTORS that the EMPLOYER will pay to the CONTRACTORS the respective amounts for the work actually done by them and approved by the EMPLOYER. Such Payments shall be made at such time and in such a manner as provided for in the CONTRACT.

2.9.1.1. The CONTRACTORS do hereby agree to pay such sums as may be due to the EMPLOYER for the service rendered or material supplied by the EMPLOYER to the CONTRACTORS as set out in the CONTRACT.

2.9.1.2. The contractors do hereby agree that the amount of liquidated damages specified in conditions of contract / special conditions of contract represents a genuine and fair estimate of the loss likely to be suffered by the EMPLOYER in the event of the works not being completed in time.

2.10. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTORS that the CONTRACTORS shall have no right, title or interest in the site made available by the EMPLOYER for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTORS in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTORS) and the CONTRACTORS shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the EMPLOYER shall have an absolute and unfettered right to take full

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

possession of the site and to remove the CONTRACTORS, their servants, agents and materials belonging to the CONTRACTORS lying in the site.

- 2.11. The CONTRACTORS shall be allowed to enter upon the site for execution of the works only for the purpose of executing the contract work and shall not have any claim, right title or interest in the site or the structures erected thereon and shall not enter upon at anytime without assigning any reason.
- 2.12. The materials including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under the CONTRACT, exclusively belong to the Employers and the CONTRACTORS shall have no right or claim over the same and such excavation and materials shall be disposed off as per the instruction of the EMPLOYER.
- 2.13. The dispute or difference if any, relating to this agreement or any document appended hereto shall be settled by arbitration under the provisions of Indian Arbitration & Conciliation Act, 1996 or any rules and regulations framed there under within the jurisdiction of Surat and the jurisdiction of arbitration shall be the city of Surat only.

IN WITNESS WHEREOF the parties have executed these presents on the day and the year first above written.

**Signed and Delivered for**

**Signed and Delivered for and on behalf**

**And on behalf of EMPLOYER**

**of Contractor**

**WITNESSES**

**WITNESSES**

**1.....**

**1.....**

**2.....**

**2.....**

## **6. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL CONDITIONS OF CONTRACT.**

- 1.1. In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:
- 1.2. **"Bank"** shall mean **"Bank of Baroda"** with its **Bank of Baroda, Regional Office, Surat Region, 6<sup>th</sup> Floor, Baroda Sun Complex, Ghod Dod Road, Surat.** and shall include his/their heirs, legal representatives, assignees and successors.
- 1.3. The **"Architect/Consultant"** shall mean **M/s Sarjan Architects & Project Consultants, 51, A Wing, River Palace, A – Wing Opp. Old Civil Court, Nanpura, Surat.** Appointed by Bank for the said works. Tel: 0261- 2476778.
- 1.4. **"Contractor" / "Contractors"** shall mean the person or the persons, firm or company whose tender has been accepted by the Bank and shall include his/their heirs, and legal representatives, the permitted assigns and successors.
- 1.5. **"This Contract"** - Shall mean the Articles of Agreement, the conditions, the Appendix, the Schedule of Quantities and specifications attached hereto and duly signed.
- 1.6. **"Site"** - Shall mean the site of the contracted works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.
- 1.7. **"Works"** shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract
- 1.8. **"Contract Documents"** shall include the notice inviting Tenders, the Articles of Agreements, the General Conditions of Contract, the special conditions of contract, the Appendices, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements, and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the Bank / Architect/Consultant and Contractors as admitted by the Bank before award of work and thereafter shall also form part of contract documents.
- 1.9. **"Drawings"** shall mean the drawings referred to in the specifications, description of items etc. and any modifications of such drawings approved in writing by the Architect/Consultant and such other drawings as may from time to time be furnished or approved in writing by the **Architect/Consultant**.
- 1.10. **"Notice in Writing"** or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank or **Architect/Consultant** (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 contractors and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.
- 1.11. **"Act of Insolvency"** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.

- 1.12. **"Virtual Completion"** shall mean that the works are in the opinion of the **Architect/Consultant** complete or fit for occupation.
- 1.13. Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires.
- 1.14. Headings and marginal notes to these conditions shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.15. **"Net Prices"** - If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost Items and Provisional sum 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 accounts shall be held to mean rates or prices so arrived at. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

## 2. **SCOPE OF CONTRACT:**

- 2.1. The contract comprises of the electrification work with completion and maintenance all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such electrification work, completion and maintenance.
- 2.2. The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the **Architect/Consultant/Bank**. The **Architect/Consultant** may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as **"instructions"**. These instructions shall be reflected either in the minutes or in any other form when Bank's approval/ consent is obtained in regard to: -
  - 2.2.1. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
  - 2.2.2. Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.
  - 2.2.3. The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.
  - 2.2.4. The removal and/or re-execution of any works executed by the Contractor.
  - 2.2.5. The postponement of any work to be executed under the provisions of this Contract.
  - 2.2.6. The dismissal from the works of any person employed thereupon.
  - 2.2.7. The opening up for inspection of any work covered up.



- 2.2.8. The amending and making good of any defects.
- 2.2.9. Co-ordination of work with other agencies appointed by the Bank for due fulfillment of the total work.
- 2.2.10. The Bank shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- 2.2.11. The Contractor shall forthwith comply with and duly execute any work contained in **Architect/Consultants** instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the **Architect/Consultant** shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the **Architect/Consultant**, such shall be deemed to be the **Architect/Consultant's** instructions within the scope of the contract.
- 2.2.12. If Compliance with the **Architect/Consultant's** instructions involves any variation, the Bank shall pay the Contractor on the Architect's certificate the price of the said work (As an extra to be valued by the Architect as hereinafter provided).
- 2.2.13. If the Contractor fails to comply with the **Architect / Consultant's** instructions within a fortnight after the receipt of written notice from the **Architect/Consultant** requiring compliance with such instructions, the Bank through the **Architect/Consultant** may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions
- 2.2.14. For the purpose of entering day-to-day instructions by the **Architect/Consultant**, the Contractor shall maintain at his own cost, a "Site Instruction Book" in quadruplicate in which the instructions shall be entered by **Architect / Consultant**.
- 2.2.15. 'Instruction' to the Contractor shall be generally issued through **Architect/Consultant**. However Architect / Consultant or Bank for the sake of urgency as a result of inspection may issue instructions directly.

### 3. GENERAL OBLIGATIONS

#### 3.1. CONTRACT:

The contractor shall enter into and execute a contract in the form annexed hereto within the line specified in the letter of intent and in default thereof the earnest money paid by the contractor shall be forfeited and acceptance of this tender shall be considered as withdrawn. The cost of the stamp of the agreement is to be borne and paid by the contractor.

#### 3.2. TOTAL SECURITY DEPOSIT:

Total Security Deposit shall comprise:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

#### 3.2.1. EARNEST MONEY DEPOSIT:

- a) The Tenderer shall deposit an amount of **Rs.16500/- (Sixteen Thousand Five Hundred Rupees Only)** in the form of Demand Draft or Banker's cheque drawn in favors of **Bank of Baroda** at the time of submission of tender as Earnest Money.
- b) No tender shall be considered unless the Earnest Money is so deposited. No Interest shall be paid on this Earnest Money Deposit.
- c) The Earnest Money of an unsuccessful Tenderer will be refunded, without any interest, soon after the decision to award the work is taken.
- d) The Earnest Money Deposit shall stand absolutely forfeited if the Tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Bank, or if, after the tender is accepted, the Contractor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time limit.

**3.2.2. SECURITY DEPOSIT:**

- a) The successful Tenderer to whom the Contract is awarded shall deposit as initial security deposit in cash /by Bank Draft/Bank Guarantee a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money deposited by him.
- b) The successful Tenderer shall pay security deposit within Ten days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.
- c) The security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.
- d) On virtual completion of the job and on the Contractor's submitting to the **Architect/Consultant** the "As built" drawings, the **Architect/Consultant** shall declare the job to be virtually complete and issue a certificate to this effect. Upon acceptance by Bank of such certificate, Security Deposit will be refunded after adjusting any dues recoverable from the contractors.

**3.2.3. RETENTION MONEY:**

- a) In addition to the Initial Security Deposit, retention money shall be deducted from running account bills at **8% of gross value of certified work.**
- b) If the Contractors do not carry out the rectification work during the Defects Liability Period, the Banks shall have the right to get such defective work rectified after giving due notice in writing to the Contractors and recover the cost of repairs from the monies so retained.
- c) On acceptance of Virtual Completion certificate, 50% of the total retention amount (i.e. 5% of the total completion cost including all variations) will be released.
- d) The Balance 50% of retention amount will be released upon completion of 1 calendar year from the date of acceptance of Virtual Completion within 15 days after adjusting all dues if any from the contractor.

**3.3. ACCESS TO WORKS:**

The **Architect/Consultant/Bank** and any person authorized by them shall at all reasonable times have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the **Architect / Consultant/Bank** and their representatives for inspection and examination and test of the materials and workmanship. No person unless authorized by the **Architect/Consultant** or the **Bank**, except the Representatives of Statutory Public Authorities authorized by the Bank, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the Contractor shall obtain the written permission of the **Architect/Consultant/ Bank** for doing so.

### 3.4. **TENDERER TO VISIT SITE:**

**Each Tenderer must before submitting his tender visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the quotations.**

### 3.5. **INSPECTION OF SITE AND SUFFICIENCY OF TENDER:**

- 3.5.1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.
- 3.5.2. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of work/items/quantities or in Bills of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.
- 3.5.3. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

### 3.6. **INSPECTION OF DRAWINGS:**

Before filling in the Tender, the Tenderer will have to check up all Drawings and Schedule of Quantities, and will have to get an immediate clarification from the **Architect/Consultant** on any point that he feels is vague or uncertain. No claim nor damages or compensation will be entertained on this account.

### 3.7. **INTERPRETATION OF CONTRACT DOCUMENTS**

- 3.7.1. The various sections of tender / contract documents are intended to be complementary to one another.
- 3.7.2. In case of a discrepancy in the description of a subject between different sections, the following guidelines shall generally apply.
- 3.7.3. Special Conditions of Contract shall override General Conditions of Contract.
- 3.7.4. Special specifications shall override General specifications.

- 3.7.5. For the sole purpose of determination of rates and prices, the Schedule of Quantities including its Preamble shall override Specifications and drawings.
- 3.7.6. **Detailed drawings shall override General layout drawings.**
- 3.7.7. Hard copies of the drawings shall override Softcopies.
- 3.7.8. Irrespective of these general guidelines the Contractor shall bring any discrepancy he notices immediately to the attention of the **Architect/Consultant** and shall follow **Architect /Consultant's** instructions accordingly.

#### 4. QUALITY CONTROL

##### 4.1. QUALITY ASSURANCE:

The contractor shall prepare a detailed quality assurance programmed to control activities connected with the work to ensure a quality job at various stages

- Planning
- Execution
- Completion
- Post Completion Maintenance

##### 4.2. DRAWINGS AND SPECIFICATIONS:

- 4.2.1. The Work shall be carried out to the entire satisfaction of the Bank / **Architect/Consultant** and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the **Architect/Consultant** and in accordance with such written instructions, directions and explanations as may from time to time be given by the **Bank / Architect/Consultant** whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.
- 4.2.2. No drawing shall be taken as in itself an order for execution unless, in addition to the **Architect/Consultants** signature.
- 4.2.3. Three complete sets of the signed Drawings and Specifications and Schedule of Quantities shall be furnished by the **Architect/Consultant** to the Contractor. Such copies shall be kept on the works, and the **Architect /Consultant** or his Representatives shall at all reasonable time have access to the same.
- 4.2.4. All drawings and specifications shall be returned to the **Architect/Consultant** by the Contractor before the issue of the final certificates. The original copy of contract shall remain in the custody of the **Bank** and shall be produced by him at his office as and when required.
- 4.2.5. Any additional prints of drawings if any, required by the contractor will be supplied by the **Architect/Consultant** on the payment of charges as stipulated in clause 4.2.9.
- 4.2.6. Over and above, Soft Copies of the drawings will be issued by the Architect/Consultant if requested by the Contractor. Necessary protection will be used by the Architect /Consultant to prevent willful editing of such softcopies of the drawings by the contractors. In case of any dispute on between Contractor and Architect Consultant on sanctity of such drawings, hard copies issued by the Architects/Consultants shall prevail and by binding on both the parties.

#### 4.2.7. **DIMENSIONS:**

Figured dimensions are in all cases to be followed and in no case should they be scaled. Large-scale details take precedence over small-scale drawings, in case of the discrepancy; the Contractor is to ask for an explanation before proceeding with the work.

#### 4.2.8. **ISSUE OF EXTRA CONSTRUCTION DRAWINGS:**

a) **Architect/Consultant** will supply three sets of drawings to the Contractor for construction. Extra prints of drawings for construction will be issued on chargeable basis by **Architect/Consultant** as detailed hereunder:

i) A0-Size	Rs. 200.00 each
ii) A1-Size	Rs. 100.00 each
iii) A2-Size	Rs. 75.00 each
iv) A3-Size	Rs. 50.00 each
v) A4-Size	Rs. 25.00 each

b) The Contractor shall ensure that all the bills furnished by the **Architect/Consultant's** Office in this regard are honored, failing which the certificate for payment of Contractor's next Interim Bills will be withheld. The drawings are to be used only for the project concerned.

#### 4.2.9. **CONSTRUCTION DRAWINGS :**

- a) The successful Tenderer shall state, on receiving the Letter of Intent, what drawings are yet to be issued by the Architect/Consultant for construction purposes and what further details are required by him from the Architect / Consultant. Silence on the part of the successful Tenderer in this regard will be construed to mean that he has all the information that he needs for ordering out materials and for contractual purposes. Unless specifically asked for in writing, delays later claimed by the successful Tenderer on account of drawings will not be construed as reason for delay in the execution of the work.
- b) Apart from clarifications sought during the periodic visits to site by the **Architect/Consultant's** representative, the successful Tenderer shall obtain all clarifications on the **Architect / Consultant's** drawings from their office.
- c) Extra/Variations not registered within 2 weeks on receipt of drawings will not be entertained.

#### 4.2.10. **SHOP DRAWINGS AND TECHNICAL DATA**

The Contractor shall submit, in triplicate within mobilization period on receipt of acceptance of the tender, detailed shop drawings, and specifications showing the complete details of all relevant works required to be done by Bank of Baroda in connection with the Interiors. He will be held responsible for any discrepancies, errors, and omissions in the drawings or particulars submitted by him even if these have been approved by the **Architect/Consultant**. Any delay in submitting shop drawings shall be the Contractor's responsibility and shall be to his account.

#### 4.2.11. **COMPLETION DRAWINGS/ACCEPTANCE OF INSTALLATIONS:**

The Contractor shall submit the required guarantees for the works in approved formats as well as performance guarantees for those items of works for which such guarantees are required.

Before handing over the interiors, 3 copies of maintenance manual for major items shall be furnished to the Bank along with 3 sets of "as built" drawings of all the works done as executed by the contractor.

- a) In addition to hard copy of as built drawings, the contractor shall also supply soft copies of these drawings in AutoCAD – 2004 OR latest version format similarly the maintenance manual etc. shall also be supplied in soft form with suitable indexing format for easy retrieval and reference.

#### 4.2.12. **TECHNICAL DATA:**

Technical Data of relevant items shall be furnished as required.

#### 4.2.13. **ACTION WHERE THERE IS NO SPECIFICATION:**

In the case of any class of work for which there is no Specifications mentioned, the same shall be carried out in accordance with the Indian Standard Specifications subject to the approval of the **Architect/Consultant**.

#### 4.3. **EXTENT OF CONTRACT:**

Items executed shall be complete in all respect with accessories, fittings as required though they may not have been specifically mentioned in the technical specification. All similar standard components/parts of similar items shall be inter-changeable.

#### 4.4. **MATERIALS & WORKS**

##### 4.4.1. **APPROVAL OF SUPPLIERS:**

For all supplies, the names of manufacturers/brands have to be got approved by the **Architect/Consultant** from the Bank after getting the respective samples first approved by the **Architect/Consultant** as the case may be. All materials will be of tested quality and as per relevant Indian Standards. In addition to the Test Certificates, mandatory tests will also be done on them by the **Architect/Consultant** at an approved laboratory at the cost of the contractor immediately as well as at regular frequency laid down in the relevant Indian Standards.

##### 4.4.2. **MATERIALS SUPPLIED BY THE BANK:**

If the Bank supplies any materials, the Contractor must satisfy himself that the same conform to the Specifications. If the Contractor has any complaint, about the said materials, or the quality thereof the Contractor before using the said materials inform in writing all their objections to the Bank. Should the Contractor fail to do so, he will be deemed to have satisfied himself as to the quality and the suitability of the said materials for being used in the Contract works and the Contractor will be in the same position as if the Contractor himself had purchased the said materials.

##### 4.4.3. **MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:**

- a) All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the **Architect / Consultants** instructions and / or any test of all materials, which the contract provides for, and **Architect/Consultant** may require. The Contractor shall submit the samples of various materials, to **Architect/Consultant/ Bank** for approval. Further, the contractor shall upon the request of Architect furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out the test of any materials which the Architect may require.
- b) If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the Bank his grounds for his contention, and thereupon the **Architect / Consultant / Bank** shall verify the same and if required issue necessary clearances and/or instruction in writing.

#### 4 VARIATIONS

##### 4.5. VARIATIONS NOT TO VITIATE CONTRACT:

- 4.5.1. The Contractor shall when directed in writing by the **Architect /Consultant** to omit from or vary any works shown upon the drawings or described in the specifications or included in the priced Schedule of Quantities, carry out such directions but the Contractor shall not make any alterations in the provisions of the Contract without such authorization or direction in writing from the **Architect / Consultant/ Bank**.
- 4.5.2. No claim for any extra work executed shall be allowed unless it shall have been executed by the authority of the **Architect/Consultant** as herein mentioned. No variation, i.e. additions, omissions or substitutions shall vitiate the Contract.
- 4.5.3. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause "Authorities, Notices, Patent Rights and Royalties", or by the authorities, directions in writing of the **Architect/Consultant** as herein mentioned.
- 4.5.4. The rate of items not included in the Bill of Quantities shall be settled by the **Architect/Consultant** in accordance with the provisions of relevant clauses for variations.

##### 4.6. VARIATIONS TO BE APPROVED BY THE BANK

- 4.6.1. Not with standing anything herein contained the rates for such extra/variation items shall be derived as far as possible from like items in the tender, adding/subtracting cost for such variations from like items.
- 4.6.2. In the event of such extra/variation items totally differ in specification/character/nature, rates for such items will be worked out based on prevailing market rates for the ingredients that go into making such of items and finalized by the **Architect/Consultant** in consultation with the **Bank** and contractor has to provide Rate Analysis for the same.

##### 4.7. DEFECTS

##### 4.7.1. DEFECTS AFTER COMPLETION:

Any defect in work and materials or due to unsound installation or other faults which may appear either in the work executed or in materials used within the "**Defects Liability Period**" stated in the **Appendix to General Conditions of Contract** hereto or if none stated, then for a period of twelve months after the Virtual Completion of the work, arising in the opinion of the **Architect/Consultant/Bank** from materials or workmanship not being in accordance with the Contract, shall upon the directions and writing of the **Architect /Consultant**, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, the **Architect/Consultant** in consultation with the Bank shall decide that he ought to be paid for such amending and making good and in case of default the Bank may employ and pay other persons to correct the 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 him by the Bank or may be deducted by the Bank upon the **Architect / Consultant's certificate** in writing from the amount retained with the Bank vide relevant Clause for "Certificate and Payment" or any money due or that may become due to the Contractor or the Bank may in lieu of such amending and making good by the Contractor, deduct from such money a sum, to be determined by the **Architect/Consultant**, equivalent to the cost of amending such works, and in the event the said amount retained under relevant clause For "Certificate and Payment " and/or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

#### 4.7.2. **INSPECTION & TESTS**

##### a) **ACCESS FOR INSPECTION:**

The Contractor is to provide at all times during the progress of the works and the maintenance period proper means of access, ladders, gangways etc. and the necessary attendants to move and adapt the same as directed for the inspection or measurement of the works by the Bank/ **Architect/Consultant** or their representatives.

#### 4.7.3. **TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES:**

- a) The Contractor shall arrange to test materials and/or portions of the works as instructed by **Architect/Consultant** /Bank to specifications/ ISI standards at his own cost, in order to provide their soundness and efficiency. If after any such test, the work or portions of the works are found to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost.
- b) Samples of various materials shall be submitted by the Contractor for approval prior to ordering out the same. Wherever necessary the Contractor shall, at his own cost, prepare samples to indicate the workmanship.

#### 4.7.4. **TEST DATA**

All the materials shall be tested jointly with the Bank / Architect /Consultant as required by the various sections of the specification and Test Data shall be furnished as required.

#### 4.7.5. **GENERAL CONDITIONS FOR TESTS TO BE CALLED FOR APPROVAL PURPOSE**



- a) The Contractor shall carry out in the presence of Bank's Representative all specified tests. Such tests shall be carried out at the manufacturer's works or at the works of the Contractor or approved Sub-Contractor.
- b) The Contractor shall then forward all the relevant copies of Tests so performed in 3 sets for the record of the **Bank / Architect/Consultant**. No compensation of any kind will be payable to the Contractor for carrying out such tests.
- c) The Contractor shall give clear 15 days notice in writing for all such tests to be carried out at relevant place of Manufacture, Works, and Sub-works etc.

## 5. **COST CONTROL**

### 5.1. **QUANTITIES**

#### 5.1.1. **SCHEDULE OF QUANTITIES:**

- a) The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the **Architect/Consultant**, and shall be considered to be approximate and no liability shall attach to the **Architect/Consultant /Bank** for any error that may be discovered therein.

#### 5.1.2. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:**

- a) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- b) The Contractor shall check all the interior drawings and details prepared by the **Architect/Consultant** and report errors if any in the drawings or details.

#### 5.1.3. **ERRORS IN SCHEDULE OF QUANTITIES:**

- a) 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 shall be dealt with as an authorized extra or deduction

#### 5.1.4. **Prime cost & Provisional sums:**

- a) Where "Prime cost"(p.c.) prices or provisional sums of moneys are provided for any goods or work in the specification / Schedule of Quantities the same amount will be exclusive of any trade discounts or allowances, cash-discounts, profit, carriage and fixing which the contractor may require.
- b) All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturers or firms at the discretion of the Architect of the Bank and the Bank reserves to himself the right of paying direct for any such good or Work and deducting the said prices and sums from the amount of contract. Should any good or work for which prime cost prices or provisional sums are provided or portions of the same be not required, such prices of sums, together with the profits

allowed for the same and such additional amounts as the contractor may have allowed for carriage and packing will be deducted in full from 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 and sing for such goods and be responsible for their safe custody from the date of their delivery upon the works.

- c) In cases in which the provisional quantities of materials are contained in the contract, the contractor shall provide such material to such amounts or to greater or less amounts as the Architect shall direct in writing as the net rates at which he shall have priced such items in his schedule of Quantities, should however any such items be entirely omitted, which omission shall be at the Architect's discretion, no profit or such items shall be allowed to the contractor.
- d) No prime costs 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 any sum or sums in respect of such discounts shall be treated as 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 Bank for such sum or sums due either on account in settlement to a sub-contractor direct, the architect shall, upon satisfying himself that the sub-contractor is entitled to the same, so issue the certificate, and such sum or sums shall be deducted from the amount of the contractor at the settlement of accounts and any profit or further sum which the contractor is property entitled in respect of such sub-contract, and which is in conformity with the terms of the contract, shall be allowed to the contractor at the settlement of accounts as though the amount of such certificate to the sub-contractor had been included in a certificate drawn in favor of the contractor.
- e) If the Contractor neither produces the receipt nor gives authority to the Architect to issue a certificate in favor of such sub-contractor directly, the Architect shall, upon giving the contractor seven days notice in writing of his intentions to do so, issue to the Sub-contractor such Certificate directly on the Bank and obtain the receipt from the Sub-contractor, which receipt shall be deemed a discharge for the amount of such certificate as though given by the Contractor. In the event of such default on the part of the Contractor, he shall not be allowed any profit he may have added in the Schedule of Quantities upon such Such-contract.
- f) The exercise of the option before referred to by the contractor and the issue of certificate as before described to Sub-contractors upon the Contractor's request on the issue to sub-contractor direct of certificate by the Architect shall not, however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or in completed work or 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 his business, the Bank shall give the contractor an opportunity of tendering for the same without prejudice to the Bank's right to reject the lowest or any tender.

## 5.2. VARIATIONS

### 5.2.1. EXTRA ITEMS / DEVIATIONS:

- a) The Contractor shall not commence work in respect of any extra items/deviations without obtaining the approval of the **Architect/Consultant** in writing. The Contractor shall immediately submit the rate analysis for such item, with necessary details to support the

rate quoted. The rate shall then be settled by the **Architect/Consultant/Bank** and necessary certificate based on this shall be given to Bank while incorporating the item in the Interim Bills.

- b) Claims for extra/deviated items shall be submitted in the as per specimen copies of Performa included in this tender document that indicate authority/order for such items.

#### 5.2.2. **SCHEDULE OF QUANTITIES - VARIATION IN TENDER QUANTITIES**

Quantities in this tender are subject to variation by way of addition, reduction or deletions of the items or quantities. No compensation whatsoever will be paid for such variations.

#### 5.2.3. **PRICES FOR EXTRAS ETC. - ASCERTAINMENT THEREOF:**

- a) Should it be found from measurements taken in accordance with the clause on "Measurement of works" that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and/or that any variation is made from the tender schedule of items by operating Additional items called "Extra Items" or "Substitute Items" in substitution of some tendered items, the rate and valuation thereof, of such items unless previously or otherwise agreed upon, shall be made in accordance with the following rules: -
  - b) The net rate or prices in the original Tender shall determine the **valuation of the extra quantities** where extra quantities for any item are of similar character and executed under similar conditions as the work priced therein. In other words variation in quantities shall be measured and paid at quoted price only.
  - c) The net rate or prices in the original Tender shall determine the **rate for the items altered**, provided if omissions / additions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (b) hereof.
  - d) For extra items/Substitute items where the description of items is different from that of any tendered item, the following method shall hold good.
  - e) Where the extra item works are not of similar character and/or executed under condition as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount or the whole of the Contract works or to be any part thereof shall be such that in the opinion of the **Architect/Consultant** the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the **Architect/Consultant** shall fix such other rate or price as in the circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved plus fifteen percent (15%) towards Contractor's overheads and profits, which shall be final and binding on the Contractor.
  - f) The measurement and valuation in respect of the Contractor shall be completed within the "period of Final Measurement" or within three months of the completion of the Contract works as defined under Clause **For "Certificate of Virtual Completion"**.
  - g) The Contractor shall submit the claims for Deviated items and Extra items as per proforma annexed hereto.

#### 5.3. **MEASUREMENTS**

#### 5.3.1. MEASUREMENT OF WORKS:

- a) The **Architect/Consultant** shall from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the **Architect/Consultant's representative** in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.
- b) Should the Contractor omit to attend or neglect or omit to send such agent, then the measurements taken by the **Architect/Consultant** or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements specified in the Contract documents and, where no mode is specified, as per the latest edition of relevant I.S. Codes.
- c) A certain percentage of measurements will be checked/test checked by the Bank as the case may be for each trade, and for this the contractor has to render all necessary assistance and co-operation.
- d) The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.
- e) All authorized extra works; omissions and all variations made without the **Architect/Consultant's** knowledge, but if subsequently sanctioned by the Bank in writing, shall be included in such measurements.

#### 5.3.2. MODE OF MEASUREMENT

- a) The mode of measurement for this contract shall be on item rate basis and shall include all quantities specified in the Schedule of Quantities of this tender/ contract. It shall be further deemed that all variations and deviations if specifically agreed to in writing shall also form part of this tender/ contract and shall be subject to measurements. All payments released to the Contractor shall be subject to verification of quantities on the basis of mode of measurements herein stated.
- b) If the mode of measurement for any or all item is not specified in the contract, latest relevant IS. Code will prevail.
- c) The Contractor shall give due notice to the Bank/ **Architect /Consultant** in writing whenever any work is to be concealed or made inaccessible, in order that the work may be inspected and correct measurements are recorded before such concealment, in default whereof the same shall be at the option of the **Architect / Consultant / Bank** to either open up for measurement at the Contractor's expense or no allowance shall be made for such work.

#### 5.4. PAYMENTS & CERTIFICATION

##### 5.4.1. CERTIFICATE & PAYMENT:

- a) The Contractor shall be entitled for periodic Interim Certificates for work done of a minimum value as specified in Appendix hereto to be issued by the **Architect / Consultant** to the Contractor, and within stipulated number of days for ad hoc payment (if allowed) and for full settlement of the bill as indicated in appendix to General Condition of

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

Contract hereto, subject to work being executed in accordance with this Contract and reasonable scrutiny by the Bank. The Retention at the given percentage rate of the value of certified work as indicated in the appendix subject to the specified limit shall be deducted from running bills. The Contractor shall be entitled under the Certificate to be issued by the **Architect /Consultant**, to receive payment of 50% of the total retention amount (deducted from all the running account payments) and 100% security amount (2% of the contract amount collected on award of the contract) after virtual completion and balance 50% of the retention amount at the end of the defects liability period, provided the defects are made good, according to the true intent and meaning hereof after due completion of work. Should any decorative works or painting be deferred on the Instruction of the **Architect/Consultant** under the relevant "Clause For "Suspension of Works", payments for such decorative work or painting shall be made up to the stipulated percentage on completion and the balance at the expiration of 6 months from that date. Provided always that the issue by the **Architect/Consultant** of any certificate during the progress of the works or after their completion shall not have effect as a Certificate of satisfaction or relieve the Contractor from his liability under the clause "Defects after Completion" and within the extent and period provided by the Statute of Limitations.

- b) The **Architect/Consultant** shall have the powers to withhold any Certificate if the works or any part thereof is not carried out to his satisfaction.
- c) The **Architect/Consultant** may by any Certificate make any correction in any previous certificates, which shall have been issued by him. In the event if it comes to the Bank's notice any omission or corrections required in bill certified by **Architect/Consultant**, the Bank shall effect necessary corrections and the contractor shall be bound to accept the same. This certificate is particularly essential for settlement and payment of the Final Bill.
- d) The Contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with **Architect/Consultant** at site in a register and showing the register to **Architect/Consultant**. This is not only to regulate the correctness of the quantity but also to facilitate expeditious clearing of the bills. The bills shall be submitted in the following perform.

As per tender				Previous Bills	Up-to-Date Bills		Remarks
Tender Item No.	Brief Description	Qty Unit	Rate / unit	Qty Unit	Qty Unit	Amt. Rs. /Unit	

**Note:** If any part/reduced rate is proposed by the Contractor (recommended by Architect/Consultant) the same should be brought out in the remarks column along with reasons.

- e) The Bank shall carry out test checking of measurement as and when required.
- f) If agreed by the Bank in writing, the Contractor shall be paid for **Supply** of major items and materials – (75%) of value of material or item rate on prorata basis against delivery of materials at site -whichever is lower, on a Certificate, issued by the **Architect/Consultant**,

in regard to quantity and, in conformity with the Contract Specifications. However, this advance will be given to the contractor against the stamped undertaking as per the proforma E in Annexure. On payment of (75%) for supply of materials and items, the property in goods shall vest in the Bank and the contractor will keep it in his custody indemnifying the Bank against any damage, loss, theft or mishap attributable to their storage.

- g) The final bill shall be submitted by the Contractor within One month of Virtual Completion Certificate received by the Contractor duly endorsed by the **Architect/Consultant** and the Architect, and such bill shall be settled and certified for payment by the **Architect/Consultant** within four weeks of the receipt of the Certificate of payment from the **Architect/Consultant**.
- h) Payments upon the **Architect/Consultant's Interim certificate** shall be made within a period mentioned in the appendix as "Period of Honoring of Interim Certificates" after such Certificates have been received and accepted by the Bank. The Bank shall make payment upon the Architect/Consultant's Final Certificate within a period of Four weeks from the date of its receipt and acceptance of the certificate.
- i) The Contractor shall submit Proforma (A) and (B) serially numbered with dates for all extra/ deviated items of work.
- j) Contractor shall, without fail, submit along with his R.A. Bills/ Final Bills test certificates as specified.
- k) Running Account Bills (R.A.Bills)/Final Bill received without the test certificates duly approved by **Architect /Consultant** shall be returned to the Contractor for the reason of the same being not submitted duly.
- l) **Delayed Payment :**  
Any amounts payable by the Bank to the Contractor in pursuance of any Certificate given by the Architect hereunder shall if not paid within the "Period of honoring certificates" named in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Bank, until payment.

#### 5.4.2. **Ad hoc payment for INTERIM BILLS:**

No Ad hoc payment will be paid to the Contractor on interim bills unless expressly agreed by the Bank.

#### 5.4.3. **CERTIFICATE FOR PAYMENT TO CONTRACTOR:**

The Contractor's bills will be submitted to Bank through the **Architect/Consultant** for payment as per proforma enclosed for Interim Bill Certificate and final Certificate. The Architect/Consultant in confirmation that the work has been carried out satisfactorily as per detailed drawings and specifications will endorse and certify the bill.

#### 5.4.4. **CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:**

- a) The Contractor shall report in writing to the **Architect / Consultant**, in the form of a Certificate as per Proforma 'D' annexed hereto as and when the works are completed in all respects. The **Architect/Consultant** shall after the verification of the works and in Consultation with Bank issue to the Contractor a certificate to be called "Virtual

Completion Certificate”, a copy whereof shall be submitted to the Bank to enable them to take possession of the completed works.

- b) The works shall not be considered as completed till the Architect certifies in writing that all the work including those mentioned in **the snag list** prepared jointly with Architect/Consultant/Bank prior to the acceptance of the Virtual Completion. The defect liability period shall commence only from the date of issue of such certificate.

#### 5.4.5. **LIEN ON SUMS PAYABLE TO THE CONTRACTORS**

Any sums of money due and payable to the Contractor including any deposits returnable to them under this Contract may be withheld or retained by the Bank, against any claim of the Bank against the contractor in respect of any sums of money due under this contract or any other contract made by the contractor with the Bank, but limited to the amount of Bank's claim and the Bank shall always have a lien upon the money so withheld or retained as such by the Bank until appropriated towards such claim. The contractor shall not be entitled to claim any interest or damages whatsoever on such retained or appropriated sum.

#### 5.5. **MOBILISATION ADVANCE:**

- 5.5.1. On written application from the Contractor, the Bank may grant mobilization advance up to 10% of the amount of accepted tender. The mobilization advance will be released against production of Bank Guarantee for like amount. The advance shall be released after Contractor satisfies **Architect/Consultant** with production of documentary evidence that this amount of Mobilization Advance shall be used for procurement of material / equipment/labour for the work. The advance shall attract simple interest at the rate of (15%) per annum. The advance shall be secured by a Bank Guarantee from a Scheduled Bank (other than the Bank) for the amount of mobilization Advance plus interest at the rate of 15% per annum (in approved proforma ),which will be recovered in the manner described hereinafter.
- 5.5.2. The amount of mobilization advance which may be given to the Contractor shall be at the sole discretion of the Bank.
- 5.5.3. The mobilization advance shall be utilized by the Contractor for the purpose of this contract only and for no other purpose.
- 5.5.4. 100% recovery of the mobilization advance and of interest there on shall be made by deduction from the Contractor's next running account bills.
- 5.5.5. If at any time the Contractor fails to execute the contract to the satisfaction of the Bank for any reason whatsoever the Bank shall be entitled to recall forthwith the entire amount so advanced with interest, cost and legal expenses, etc. and/or recover the whole balance amount as the case may be from the bill if any, payable to the Contractor or by enforcing the bank guarantee at the discretion of the Bank.

#### 5.6. **COMMENCEMENT OF WORK**

The contractor shall be allowed admittance to the site on the "date of Commencement" stated in the Appendix and on submission of the valid tamper-proof photo Identity Card (and/or in any other form), duly endorsed by the Contractor, for all their labour, and staff in accordance with the Banks prevailing security requirement.

- 5.6.1. The Contractor shall commence work forthwith or within the mobilization period defined in the Work order or within the maximum period of 15 days, whichever is later, from the date of receipt of Work Order and shall regularly proceed with the work and ensure to complete same on or before the "day of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Until the site is partly / fully handed over to the Contractor, the commencement of work shall include off-site activities including planning, procurement of materials shop drawings, manufacture/fabrication, interaction with **Architect / Consultant** / other contractors etc.

**5.7. DATE OF COMPLETION:**

- 5.7.1. The entire work shall be completed in all respects including testing within the period stipulated in the Appendix to General Conditions of Contract.

- 5.7.2. Time is the essence of the Contract.

- 5.7.3. The work shall not be considered as complete until the **Architect / Consultant** have certified virtual completion in writing. The defects liability period shall commence from the date of such certificate.

- 5.7.4. During the period of Contract, the Contractor shall maintain progress on the basis of the programmed initially agreed to by **Bank / Architect/Consultant** and later updated from time to time in consultation with **Bank / Architect/Consultant** to suit the overall project schedule and prevailing site conditions.

**5.7.5. DELAY AND EXTENSION OF TIME:**

- a) If in the opinion of the **Bank** the works be delayed
- i) by force majeure or
  - ii) by reason of any exceptionally inclement weather or
  - iii) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring Banks or public authorities arising otherwise than through the Contractor's own default or
  - iv) by the works or delays of other Contractors or tradesmen engaged or nominated by the Bank or the **Architect/Consultant** and not referred to in the Schedule of Quantities and/or Specifications or
  - v) By reason of the **Architect/Consultant's instructions**.
  - vi) by reason of civil commotion, legal combination of strike or lock-out affecting any of the building traders or in consequence of the Contractor not having received in due time necessary instructions from the **Architect/Consultant** for which he shall have specifically applied in writing, ahead of time, giving the Consultant reasonable time to prepare such instructions, the Bank shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the **Architect/Consultant**, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the **Architect/Consultant** to proceed with the work.
- b) The Contractor shall proactively take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of
- i) Force Majeure
  - ii) Exceptionally inclement weather
  - iii) Loss and damage by fire and earthquake



- iv) Civil commotion, lockout, strike etc.
- v) Delay on the part of the nominated Sub-Contractor or nominated supplier.
- vi) Delay on the part of the other Contractors employed by the Bank.

#### 5.8. **SUSPENSION OF WORKS:**

The **Architect/Consultant** may in an extreme case and in prior consultation with the Bank suspend works if the quality or safety of the works are likely to be compromised due to heavy rains, natural calamities etc. The **Architect /Consultant** may grant such extension of time with the approval of the Bank as may be justified by such a delay in the works. The Contractor shall not be entitled to any compensation on account of such delay

#### 5.9. **WORK AT NIGHT:**

- 5.9.1. If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from **Architect/Consultant**. Also, if needed, the contractor will be bound to visit the site upon the call of the Architect.

#### 5.10. **WORK ON HOLIDAY:**

- 5.10.1. No work shall be done on national holidays that may be notified by the Bank without the specific sanction in writing of the Bank/ **Architect/Consultant**.

### 6. **PERFORMANCE**

#### 6.1. **GENERAL**

##### 6.1.1. **INDEPENDENT CONTRACTOR**

- a) The Contractor agrees to perform this Contract as an independent Contractor and not as a sub- Contractor, agent or Employee of the Bank.

##### 6.1.2. **ASSIGNMENT OR SUB-LETTING:**

- a) 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 thereof or interest therein, nor shall he take a new partner, without the written consent of the **Architect/Consultant/ Bank** 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.

b) **Nominated Sub-contractors :**

- i) All specialists, merchants, tradesmen and others executing any work or supplying and 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 and are herein referred to as nominated Sub-contractors. No nominated Sub-contractor shall be employed on or in connection with the works against whom the contractor shall make

reasonable objection or (Save where in the Architect and Contractor shall otherwise agree) who will not enter into contract provided :-

- ii) 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.
- iii) 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 plant, the property of the contractor or under any Workmen's Compensation Act in force.
- iv) Payment shall be made to the nominated Sub-contractor within **15 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 proof that all nominated Sub-contractor's accounts included in previous certificates have been duly discharged; in default whereof the Bank may pay the same upon a certificate from the Architect and deduct the amount thereof from any sums due to the contractor.

**6.1.3. OBTAINING INFORMATION:**

- a) No claim by the Contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstanding or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

**6.1.4. THE SETTING OUT :**

- a) The Contractor shall at his own expense, set out the works accurately in accordance with the plans. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any errors shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon to the satisfaction of the **Architect/Consultant**. The Bank and/or its representatives shall time to time inspect the work but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects, which may be found to exist at any stage of the work or after the same is completed.

**6.1.5. PERFORMANCE**

- a) The Contractor shall be fully and solely responsible for proper, safe and efficient design and performance of his equipment and installation, in conformity with drawings and parameters and specifications stipulated in the Contract documents.
- b) In case the Contractor finds that anything contained in drawings, specifications or given parameters will not ensure such performance and compliance with best trade practices and codes, rules and regulations laid down by Authorities, he shall bring such matters to the attention of the **Architect/Consultant** and shall follow their instructions.
- c) The contractor shall also guarantee that the performance of the various materials and items individually shall not be less than specified ratings when working under operating conditions given for the respective items.

**6.1.6. EXECUTION OF WORK:**

- a) The whole of the work as described in the Contract (including the Schedule of Quantities, Preamble, the Specifications and all drawing pertaining thereto) and as advised by the **Architect/Consultant** from time to time is to be carried out and completed in all its parts to the entire satisfaction of the **Architect/Consultant**.
- b) Any minor details of manufacture, fabrication and installation which are obviously and fairly intended, or which may not have been definitely referred to in this Contract, but which are usual in sound interiors execution practice and essential to the work, are to be included in the Contract. Rates quoted in the Schedules shall be inclusive of all freights, taxes, such as Octroi, Sales Tax, Excise Tax, Work Contract Tax, Royalties, VAT etc. as well as transportation so as to execute the Contract as per the rules and regulations of Local Bodies, State Government and the Government of India, and to the full intent of tender documents.
- c) Following shall be deemed to be provided for in the quoted rates:
  - i) Labour for constructing, fixing, finishing, carrying, cleaning, making good etc.
  - ii) Framework, ladders, ropes, nails, spikes, tools, material and workmanlike protection from weather, temporary supports.
  - iii) Covering for the works during inclement weather or strikes or whenever directed, as necessary.
  - iv) All temporary canvass, lights, tarpaulin, barricades water-sheets etc.
  - v) All such temporary weatherproof sheds at such places and in a manner approved by the Architect/Consultant for the storage and protection of materials against the effects of Sun or rain.
  - vi) All minor civil works like breaking and making good of masonry walls to original condition for passage of cables, cable trays, etc.
  - vii) Provision of necessary frames (MS/wooden) for dressing up of wall/RCC openings and for installation of Fans etc. if instructed by **Architect/Consultant**. Drawings for framework to be got approved from **Architect/Consultant**.
  - viii) The rate quoted by the Tenderer in the schedule of probable quantities will be deemed to be for the finished work inclusive of the cost of providing the above items.

## **SITE MANAGEMENT**

### **6.1.7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY :**

- a) The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred wherefrom and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the **Architect/Consultant**, who shall decide which shall be followed, and his decision shall be final and binding on all parties. The Contractor shall provide ground for himself and fresh water and power for carrying out of the works at his own cost.

- b) The Bank shall not charge the Contractor for his own un-rented ground but shall on no account be responsible for the expenses incurred by the Contractor for hired ground.
- c) The Contractor shall provide and maintain all measuring and testing instruments at all times for properly carrying out the work and for the use of the **Architect/Consultant / Bank**, including providing skilled attendants as required.
- d) The Contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary equipment, materials and lighting required by night and as well as by day for proper execution of work. The contractor shall take down and remove any or all such unwanted waste materials, debris etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the **Architect /Consultant/ Bank**

#### 6.1.8. **FACILITIES TO OTHER CONTRACTORS**

- a) The Contractor shall give full facilities and co-operation to other Contractors employed by the Bank and shall afford them reasonable opportunity for the execution of their works and for properly connecting and co-coordinating their works with the work of the other Contractors. The decision of the **Architect / Consultant** on any points of dispute between the various Contractors shall be final and binding on all parties concerned.

#### 6.1.9. **STORES AT SITE:**

- a) The Contractor shall be allotted space / existing rooms on site subject to availability. The Contractor shall make his own arrangements to enclose, secure and guard the space allotted to him. Wherever there may be materials, which are likely to deteriorate by the action of the sun, rain or other elements, all such materials, tools etc shall be duly protected by the Tenderer from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.

#### 6.1.10. **ELECTRIC POWER FOR INSTALLATION**

- a) The Contractor shall be given a temporary electrical connection at one location at or below ground level to be decided by the **Bank**. The Contractor shall, at his own cost, provide a sub-meter, cabling and wiring and switchboards complying with all laws, rules and regulations in force and ensuring the safety of everyone working or visiting on site.
- b) The Contractor shall regularly reimburse cost for electricity consumed to the Main Contractor at the same tariff rates as charged by the Electric Supply Company.

#### 6.1.11. **GENERAL CONDITIONS OF SUPPLY OF MATERIALS FOR EXECUTING INTERIOR FLOORING WORK**

The successful Tenderer before placing the orders or before supplying shall seek clearance in a meeting with the **Bank/Architect/Consultant**. The final list of supply of materials shall however be made at the time of signing of the contract by the Bank in consultation with the **Architect / Consultant** and the successful Tendered. The Contractor shall then strictly adhere to these approved lists of makes and materials and proceed to supply the same. If any deviation and/or for any unforeseen reasons the

makes or materials are to be altered, the contractor shall obtain the approval from the **Bank/Architect/Consultant** in writing and then only he may proceed to supply.

**6.1.12. REMOVAL OF ALL OFFENSIVE MATTERS :**

- a) All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain or other place shall not be deposited on the surface, but shall be at once carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned.

**6.1.13. UNFIXED MATERIALS:**

- a) 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 purpose of being used on the works) without the written authority of the **Architect/Consultant** and when the Contractor shall have received payment in respect of any Certificate in which the **Architect/Consultant** 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 Bank, and the Contractor shall be liable for any loss or damage to any such materials.

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

- a) The **Architect/Consultant** shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the **Architect/Consultant** are not in accordance with the specifications or the instructions of the **Architect/Consultant** 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 order at his own cost. In case of default on the part of the Contractor to carry out such order the Bank shall have power to employ and pay other persons to carry out the same and all expenses consequent there on or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Bank or may be deducted by the **Architect / Consultant** from any money due or that may become due to the Contractor.
- b) If the correcting works are not done in accordance with the Contract the **Architect/Consultant**, in consultation with the **Bank**, may allow such work to be got done through other parties at Contractors risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the Bank as in their opinion may be reasonable.

**6.1.15. CLEARING THE SITE OF WORKS:**

- a) The Contractor shall clear site of works as per the instructions of the **Architect/Consultant**. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the **Architect / Consultant** within a period of one week after the job is completed. In case of failure by the Contractor, the Bank under advice of the **Architect/Consultant** will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the **Architect/Consultant**.

**6.1.16. OCCUPATION OF PARTIALLY COMPLETED WORKS BY THE BANK:**

- a) The Bank shall be entitled to and at liberty to occupy even the partially completed works or any portion thereof by themselves or through their agents and servants if they so desire, in which event, necessary extension of time on this account for completing the works shall however be granted to the Contractor, but he shall have no claim for any compensation whatsoever due to the delay involved in completing works. Both the Bank and the Contractor will work out the repercussions on the insurance Clause mentioned afore to mutual satisfaction safeguarding each other's interest.

**6.1.17. PREPARATION FOR OCCUPATION AND USE ON COMPLETION:**

- a) On completion of the work, the Contractor shall inform the **Architect/Consultant** in writing that he has finished the work and it is ready for the **Architect/Consultant's/Bank's** inspection. The Contractor shall clean all his works and all the rooms under his charge. He will leave the entire works neat and clean and ready for occupation and to the satisfaction of the **Architect/Consultant**.

**6.1.18. KEEPING THE AREAS AND ACCESS ROADS CLEAN:**

- a) The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the **Architect/Consultant**. Debris to be removed every 2 days.
- b) The Contractor shall also be required to keep all access roads to the site and within the site free from all obstructions, material droppings etc. to the satisfaction of the Consultant and local authorities.

**6.1.19. COVERING UP OF WORKS:**

- a) The Contractor shall cover up and protect the works from the weather and shall suspend all wet operations during weather which, in the opinion of **Architect/Consultant**, will be detrimental to the works.

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

- a) The Contractor shall take joint measurements with the **Architect /Consultant** before covering up or otherwise placing beyond the reach of measurement any items of work. Should the Contractor neglect to do so, the same shall be uncovered at the Contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

**6.1.21. SITE SURVEY:**

- a) On award of the works, the Contractor shall immediately survey the complete site and record his findings on electrification work and services connected with his works and submit the report in duplicate. No extra payment shall be made for this work.

**6.1.22. LABOUR HUTMENTS:**

- a) The Contractor shall not be allowed to put up any hutment /temporary structure of accommodating his labour / staff. He shall be required to make these arrangements elsewhere at his own cost. However, if the rules of local authorities so permit and subject to the contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may

be provided to the contractor at the discretion of the Bank for essential/core staff engaged on emergency or essential services round the clock work with proper sanitary facilities.

## 6.2. STAFF MANAGEMENT

### 6.2.1. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The Contractor shall furnish the Bank the following:

- a) Detailed industrial statistics regarding the labour employed by him, etc.
- b) The power of Attorney, name and signature of his authorized representative who will be in charge for the execution of the work.
- c) A list of technically qualified persons Employed by him for the execution of the work.
- d) The total quantity and quality of materials used for the work.

### 6.2.2. APPOINTMENT OF ENGINEERS:

- a) The Contractor shall appoint a Senior Engineer to the satisfaction of the **Architect/Consultant/Bank**. The **Architect /Consultant/Bank** shall be entitled to approve or disapprove without assigning reasons the appointment of such Engineer proposed by the Contractor. This condition shall be reckoned as being the essence of the contract and its breach shall make the Contract revocable at the option of the Bank. The Senior Engineer shall be assisted by a number of other Engineers and Supervisors in the respective disciplines as required for the smooth and satisfactory execution of the work.
- b) The Engineer so appointed shall be available at all times when required by **Architect/Consultant/Bank** to attend all site/office meetings to discuss all aspects of the Contract including design, administration, planning, fabrication, installation, commissioning, testing and defects liability maintenance as well as site co-ordination with all Contractors /Agencies.
- c) The Senior Engineer shall not be required to be present full time at site but shall be available at all times when required by **Architect/Consultant** to attend site/office meetings to discuss any aspect of the contract.

### 6.2.3. SITE ENGINEER:

- a) Successful Tenderer will have to, before receiving work order, select suitable Engineer to be interviewed by **Architect /Consultant/Bank**. It will be the responsibility of the selected engineer to ensure that minutes of site meetings are maintained up-to-date. Contractors have to be up-to-date for each site meeting to be held.

### 6.2.4. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

- a) The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the **Architect/Consultant** may consider it necessary until the expiration of the "Defects Liability Period" stated in the **Appendix** hereto.
- b) The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Engineer In-charge, approved by the **Architect /Consultant** and who must thoroughly understand all the trades entailed and be constantly in attendance, while the men are at work. Any directions, explanations instructions or notices given by the **Architect / Consultant** to such Engineer In-charge

shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Engineer-in-charge shall be thoroughly conversant with the English Language and should be able to read, write and speak English.

**6.2.5. DISMISSAL OF WORKMEN:**

- a) The Contractor shall on the request of the **Architect/ Consultant / Bank** immediately dismiss from the works any person employed thereon who may, in the opinion of the **Architect/Consultant**, 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/Consultant/ Bank**.

**6.2.6. OTHER PERSONS ENGAGED BY THE BANK:**

- a) The Bank reserves the right to use the premises and any portion 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 has to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or material for the execution of such work, except by special arrangement with the Bank. 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.

**6.3. SAFETY MANAGEMENT**

**6.3.1. REPORTING OF ACCIDENTS TO LABOUR:**

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the **Architect/Consultant** and Bank who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the Insurance Clause of the General Conditions.

**6.3.2. Use of Explosives:**

**Safety codes**

Explosives shall not be used on the works by the contractor without the written permission of the **Architect/Consultant** and then only in the manner and to the extent to which He has prescribed. When explosives are used, the same shall be stored in a special magazine to be provided by and at the cost of the contractor, who shall be liable for all damages, loss or injury for non-compliance with all the statutory obligations.

**6.3.3. Scaffolds**

- a) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to 1 vertical)



- b) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m. Above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure.
- c) Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m. Above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- d) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.
- e) Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into excavations.
- f) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length.
- g) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.
- h) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

**6.3.4. OTHER SAFETY MEASURES:**

- a) All personnel of the Contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- b) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

**6.3.5. PERSONAL SAFETY EQUIPMENTS:**

- a) All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- b) Workers employed on mixing asphalt materials, cement and lime mortar shall be provided footwear and protective goggles.

- c) Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- d) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- e) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- f) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- g) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:
- h) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
- i) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- j) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of the work.
- k) When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- l) Adequate washing facilities should be provided at or near places of work.

#### 6.3.6. **HOISTING MACHINES**

- a) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
  - i) This shall be of good mechanical constructions, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
  - ii) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - iii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iv) In case of every hoisting machine and of every chain ring hook, shackle, shovel and pulley block used in hoisting or as means of suspension of the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case, a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is

applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond its specified capacity.

- v) In case of departmental machines, the safe working load shall be notified by the engineer as regards contactor's machines, the contractor shall notify the safe working load of the machine to the engineer whenever he brings any machinery to site of work and get it verified by the engineer concerned.
- vi) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations that are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials that are good conductors of electricity.
- b) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- c) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- d) Notwithstanding the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in Force in the Republic of India.

#### **6.4. RISK MANAGEMENT**

##### **6.4.1. WORK PERFORMED AT CONTRACTOR'S RISK:**

The Contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all safe guards, including providing for guards, proper lights, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at the Contractor's risk, and if any loss or damage shall result from fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expenses to the Bank. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on and completed without damage to any work or property of the Bank or of others and without interference with the operation of existing machinery or equipment, if any.

##### **6.4.2. CONTRACTOR'S LIABILITY AND INSURANCE**

- a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightening, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Explanation:**

For the purpose of this condition, the expression "from commencement to completion of works" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

- b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Bank and the Contractor, Banks name being mentioned first in the policies and the Contractor shall deposit with the Bank the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Bank only and may be paid to the Contractor or any other agency of Bank's choice in the installments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.
- c) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Bank's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Bank or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- d) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/sub-Contractor/nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor /Sub-Contractor. Such insurance shall be taken to include employees/ workmen covered by the Workman's Compensation Act 1923, as well as those employees /workmen not covered by the said Act. Separate insurance policies may be taken for employees/work men covered by Workman's Compensation Act 1923, and employees/ workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this paragraph for the personnel in employment with the Contractor/Sub-Contractor may be in their Bank's names of the Contractor/Sub-Contractor/nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor/Sub-Contractor/nominated Sub-Contractors, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the Bank. The policy in original shall be deposited with the Bank. However, if the Policy obtained by the Contractor is not project-specific but covers several works, a certified

copy of the Policy shall be submitted to the Bank, together with original which shall be returned after verification.

- e) The Contractor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Bank and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Five Lacs. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Bank within seven days of its issue by the insurer.
- f) The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the works are completed and handed over to Bank.
- g) The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Bank or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractors and nominated Sub-Contractors also.
- h) If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Bank may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Bank from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.
- i) All Insurance Policies shall be obtained from **Nationalized Insurance Companies** only.
- j) Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Bank in Proforma 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said proforma together with relevant documentary evidence.
- k) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photocopies thereof, for the payment of the premia shall be furnished by the Contractor to the Bank. The original receipts will be returned to the Contractor after verification. The Bank reserves the right for payment for works done subject to fulfillment of this condition and shall instruct the **Architect/Consultant** accordingly.

- l) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pays compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.
- m) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Bank in any liability tortuous or otherwise and/or loss or damage, the Bank shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Bank under this Contract or any other Contract.
- n) Upon taking possession of the works under the Contract, the Bank shall take out parallel insurance, to insure all persons who are not the Contractor's or the Sub-Contractor's or the nominated Sub-Contractors or the Project Management Consultant's staff or the agent of the Banks authorized representatives on getting the occupation certificate, the Bank will maintain their own insurance Policy and the Contractors will cease to be responsible for the insurance of Bank's personnel.
- o) The Contractor shall ensure the validity of the insurance Policies. The Contractors shall hand over the insurance policies to the Bank through the **Architect/Consultant**. Once delays are certified by the **Architect/Consultant**, he shall have to ensure that the insurance Policies are progressively extended.
- p) The Banks' insurance Policy shall cover the risk for Banks' agents, Consultants, Architect/Consultants etc. appointed by the Bank.
- q) The Bank shall insure the building in totality on obtaining possession of the building and other structures.

**Insurance in respect of damages to persons & property**

- 1. The contractor shall be responsible for all injury to persons, Neighboring Properties, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-contractor's employees, whether such injury damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract, by frost or other inclemency or whether. The Contractor shall indemnify the Bank from any such injury or damage to persons or property as aforesaid and also in any award of compensation or damages consequent upon such claims.
- 2. The Contractor shall reinstate all damage of every sort mentioned in the 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.
- 3. The Contractor shall indemnify the Bank against all claims, which may be made against the Bank by any member of the public or other third party in respect of
- 4. anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, Until the virtual completion of the contract, with an approved Office a Policy of Insurance in the joint names of Bank and the Contractor against such risks and deposit such Policy or Policies with the Architect from time to time during the currency of this Contract.

5. The Contractor shall similarly indemnify the Bank against all claims which may be made upon the Bank 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 employee of the Contractor or any Sub- Contractor and shall at his own expense effect and maintain, until the virtual completion of the contractor, with an approved office, a policy of Insurance in the joint names of the employee and the contractor against such risks and deposits such Policy or Policies with the Architect from time to time during the currency of this Contract.
6. The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all the damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Bank in respect of any costs, charges and expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damage arising there from.
7. The Bank with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or become due to the contractor.

**Fire Insurance:**

1. 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 losses or damages by fire, as approved by the Architect, in the joint names of the Bank and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property or the Bank only, fees for assessing the claim and in connection with his services generally therein and shall not cover any property of the contractor or of any sub-contractor of the Bank. The contractor shall deposit the policy and receipts for the premiums of the same with the Architect within Ten days of the signing the contract or on receipt of the Work order, whichever is earlier unless otherwise instructed by the Architect. In default of the contractor insuring as provided above, the Bank or the Architect on his behalf may so issue any may deduct the premium paid for any money due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurance office, should they elect to do so, proceed with all due diligence with the completion or the work in the same manner as though the fire had not occurred and in all respects under the same conditions of the contract. The contractor shall be entitled to such extension of the time for completion as the Architect deems fit.
2. The amount so due as aforesaid shall be total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the work up to and including a date not more than seven days prior to the date of the said certificate less the amount to be retained by the Bank (As hereinafter provided) and loss any installment, previously paid under this clause. Provided that such certificates shall only include the value of the said materials and goods as and from time they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected weather.)

**7. FAILURE OF PERFORMANCE**

**7.1. DAMAGES FOR NON-COMPLETION:**

- 7.1.1. If the Contractor fails to complete any or all the works by the date/s named in the relevant clauses for "Date of Completion" and "Extension of Time" and if the **Architect / Consultant** 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 hereunder that the works could reasonably have been completed by the date or within the said extended time, then the Contractor shall pay or allow the Bank the sum to be worked out at 1% of Contract value per day to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated Damages shall be the amount not exceeding Total Security Deposit. The contractor shall be bound to extend validity of Insurance Cover till such period of completion as to be considered necessary at their cost.

**7.2. FAILURE BY CONTRACTOR TO COMPLY WITH CONSULTANT'S INSTRUCTIONS:**

- 7.2.1. If the Contractor after receipt of written notice from the **Architect/Consultant** in prior consultation with the Bank requiring compliance with such further drawings and/or instructions to remove, fails within seven days to comply with the same, the **Architect/Consultant** with prior consent of the Bank may employ 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 by the Bank on a certificate by the **Architect/Consultant** as a debt to be deducted by him from any moneys due or to become due to the Contractor.

**7.3. DETERMINATION OF CONTRACT:**

- 7.3.1. If the Contractor except on account of any legal restraint upon the Bank preventing the continuance of the works, on account of any of the causes mentioned in Clause "Delay and Extension of time" in the case of a certificate being withheld or not paid when due, shall suspend the works, or, in the opinion of the **Architect/Consultant**, shall neglect or fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in Clause "Removal of improper work and materials", the Bank through the **Architect/Consultant** shall have power to give notice in writing to the Contractor requiring that the works be proceeded with 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 signify the act or defaults on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of work, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of the works, and the Bank shall have lien upon such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail, for seven days after such notice has been given to proceed with the works as therein prescribed, the Bank may enter upon & take possession of the works and of all such plant and materials thereon intended to be used for the work, and the Bank shall retain and hold alien upon all such plant and materials until the works shall have been completed under powers hereinafter conferred upon him. If the Bank 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 reasonable times during the progress of the works to inspect, survey and measure the works. Such



written appointment or a copy thereof shall be delivered to the **Architect/Consultant** before the person so appointed comes on to the works, and the Bank shall take such steps as in the opinion of the **Architect/Consultant** may be reasonably necessary for completion of the works, without undue delay or expenses, using for that purpose the plant and materials above mentioned in so far as they are suitable and adaptable to such use. Upon the completion of the work the **Architect/Consultant** shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Contractor as aforesaid and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the Contractor upon the completion of the works by him, the difference shall be paid to the Contractor by the Bank, should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Bank. The Bank shall not be liable to make any further payment or Compensation 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 included in the Contract. After the works shall have been so completed by persons other than Contractor, under provision herein before contained, the **Architect / Consultant** 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 Bank may remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the Contractor. The Bank shall not be so responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

#### 7.4. NOTICES:

- 7.4.1. Notices of the Bank to the **Architect/Consultant** or the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is given or in the case of the Contractor by being left on the works. In the case of company or Corporation, notices may be served at or sent by registered post to the registered office of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time when, in the ordinary course of post, it would be delivered.

#### 7.5. TERMINATION OF CONTRACT BY THE BANK

- 7.5.1. If the Contractor being an individual or a firm, commits any act of insolvency or shall be adjudged as Insolvent or being an incorporated Company shall have an order for Compulsory winding up or applies for voluntary winding up or subject to the supervision of the Court and of the Official Assignee or the Liquidator in such acts of Insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the **Architect/Consultant** that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the **Architect / Consultant** or if the Contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this Contract, to be attached by or on behalf of any of the creditors of the Contractor.

**OR**

**Shall** assign or sub-let the Contract without the consent in writing of the **Architect/Consultant** first obtained.

**OR**

Shall charge or encumber this Contract or any payments due or which might become due to the Contractor there under,

**OR**

If the **Architect/Consultant** shall certify in writing to the Bank that the Contract

OR

- a) abandoned the Contract,
- OR
- b) failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Consultant written notice to proceed,
- OR
- c) failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon,
- OR
- d) failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Consultant written notice that the said materials or work were condemned and rejected by the **Architect / Consultant** under these conditions,
- OR
- e) neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same,
- OR
- f) To the detriment of good workmanship or in defiance of the **Architect/Consultant** instructions to the contrary sublet any part of the Contract.

Then in any of the said cases the Bank may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the **Architect/Consultant** or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam and other power, utensils 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 carrying on and completing the works or by employing any other Contractors or other persons 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 Contractor or other person or persons 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/Consultant** shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Bank shall sell the same by public auction, or otherwise and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sales by the Bank for the values of the said plant and material so taken possession of by the Bank and the expense or loss which the Bank 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 Bank, to the Contractor, or, by the Contractor to the Bank, as the case may be, and the certificate of the **Architect/Consultant** shall be final and conclusive between the parties. On termination of the Contract, the Contractor shall forthwith remove himself and his workmen from the works site.

## 7.6. TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

- 7.6.1. If payment of the amount payable by the Bank under the Certificates of the **Architect/Consultant** with interest as provided for hereinafter shall be in arrears and

unpaid for thirty days after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the Contractor to the Bank (or if the Bank interferes with or obstruct issue of any such Certificates), or the Bank commits any 'Act of Insolvency', or if the Bank being an individual, or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or Voluntarily, or if the official Assignee of the Bank being an individual, or firm shall be adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or Voluntarily, or if the official Assignee of the Bank shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up fails within fifteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to become due hereunder and if required by the Contractor, to give security for the same, or if the works be stopped for three months under an order of the **Architect/Consultant** or the Bank or by any injunction or other orders of any court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank, through the **Architect/Consultant**, and he shall be entitled to recover from the Bank payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

- 7.6.2. In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with "**Prices for Extras, etc. Ascertainment thereof**".

#### **7.7. FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

- 7.7.1. If at any time after acceptance of the tender the **Bank / Architect/Consultant** shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 7.7.2. The Contractor shall be paid at the Contract rates full amount for works executed at site, and in addition, reasonable amount as Certified by the **Architect / Consultant** for the value of such material (which material shall thereupon become the property of the Bank) and also such further allowances as the **Architect/Consultant** may think reasonable and fair in respect of (a) any expenditure incurred by the Contractor towards preliminary works etc. and (b) other reasonable and proper engagement the Contractor may have entered into for carrying out the work.

### **8. COMPLIANCE**

#### **8.1. COMPLIANCE TO BANK'S/LEGAL NORMS**

##### **8.1.1. NOTICES**

- a) 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.

#### 8.1.2. **AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:**

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye laws of any local Authority, and of any Water, Lighting, Electric supply, and of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so confirming, give to the **Architect/Consultant** written notice, 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 10 days receive such instructions, he shall proceed with the work conforming to the provision or Regulations or Byelaws in question.

- a) The Contractor shall bring to the attention of the **Architect / Consultant** all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the Bank or the **Architect/Consultant** and pay to such Authority, or to any public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the **Architect/Consultant**.
- b) The Contractor shall indemnify the Bank against all claims in respect of patent rights, design, trade marks of name or other protected rights in respect of any constructional site, machine work or material used for or in connection with the works or temporary works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the **Architect / Consultant** before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. All statutory fees, deposits etc paid by the contractor for permanent works to be handed over to Bank which shall be reimbursed to him by the Bank against documentary proof.
- c) The Contractor shall assist and co-ordinate with the Architect /Consultant in obtaining all statutory approvals and/or amendments to such approvals as per the rules in force from Municipality and other local bodies. Any expenditure incurred in obtaining such approvals is deemed included in the rates quoted by the **Contractor**.

#### 8.1.3. **Notices to Local Bodies:**

- a) The Contractor shall comply with and give all notices required under any law, rule, regulations, or byelaw of parliament, State Legislature or Local Authority relating to works. The Contractor shall before commencing the execution of work issue a certificate to the Bank/ **Architect / Consultant** that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission the Police permission etc.

#### 8.1.4. **MUNICIPAL REGULATIONS:**

- a) The whole of the work is to comply with the requirements and byelaws of the concerned Municipal Corporation and local bodies.

#### 8.1.5. **WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR:**

- a) The Contractor shall pay all labor employed by him at rates fixed by him at the commencement of the Contract as per the Labor Laws. Wages as applicable for the

electrification work as per norms stipulated by the **SURAT MUNICIPAL CORPORATION** or any other statutory body or authority of the State of Gujarat or Government of India shall be followed by the contractor. No violation of such statutory laws and rules shall be permissible. This will also include the minimum and the maximum allowable wages for various categories of labor to be employed by the contractor.

- b) All wages shall be paid in full and without any deduction whatsoever at the approved rates and for full time actually worked during the wage period. Officers of **Architect /Consultant** or an Officer of the Bank as may be authorized in that behalf shall have power to exercise supervision over the labor employed by the Contractor, and for such other purpose any of these officers may inspect the wage books, muster books and other labor records of the Contractor. In the event of the report of such Officer/s showing that the proper rates of wages are not being paid, or that in any manner whatsoever the dealings between the Contractor and his
- c) Labors are not satisfactory, the **Architect / Consultant** / Bank shall pass such orders upon the report as he considers desirable, and those orders shall be final and binding upon the Contractor. The contractor shall indemnify and keep indemnified the **Architect/Consultant** and / or the Bank against any claim arising from failure of the Contractor to comply with such labor laws.
- d) The contractor shall register with Assistant Labor Commissioner (Central) as contractor approved by the Bank.

#### 8.1.6. **DISPLAY OF NOTICES**

- a) The Contractor shall display all permissions licenses registration certificates and other statements required to be displayed under various labor laws and other legislation's applicable to the works at the site office and also maintain the requisite register/records factually and up to date and keep them ready for inspection by the concerned authorities and also make available the same to the **Architect/Consultant / Bank** for inspection.

#### 8.1.7. **INSURANCE POLICIES:**

- a) The Contractor shall not commence any work at site, until all the insurance Policies, as required here and in terms of the General Conditions of Contract, have been submitted to the Bank. Renewal of the same if required due to extension of time for completion or similar reasons is also the responsibility of the Contractor.
- b) Notwithstanding anything to the contrary mentioned in the Contract, Contractors have to submit all Insurance Policies to the Bank directly to make the Bank satisfy them regarding adequacy of values of Insurance, validity etc. as per contractual clauses.
- c) The Contractor shall arrange for renewals of these policies on their own. Any omissions to do so or delay in non-receipt of any information will be no excuse for failure to renew them or keep them in force without a break.

#### 8.1.8. **INDEBTEDNESS AND LIENS:**

- a) The Contractor agrees to furnish the Bank from time to time during the progress of the work as requested, verified statements showing the Contractors' total outstanding indebtedness in connection with the work covered by the Contract.

- b) Before final payment is made, the Bank may require the Contractor to furnish the Bank with satisfactory proof that there are no outstanding debts or liens in connection with the Contract. If during the progress of the work, the Contractor shall allow any indebtedness to accrue to Sub-Contractors or others and shall fail to pay or discharge same within Seven days after demand, then the Bank may withhold any money due to the Contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

#### 8.1.9. **INDIAN STANDARDS CODE:**

- a) The relevant I.S. Code of practice shall be the latest version with its amendments/revisions. The Contractor shall keep and maintain copies of the latest editions of relevant I.S. Codes at the work site and make it available to **Architect / Consultant** when required.

#### 8.1.10. **TREASURE TROVE:**

- a) Should any important and valuable materials/items be found while carrying out the works, the same shall be the property of the Bank. The Contractor shall give immediate notice to the **Architect/Consultant** of any such discovery and shall hand over any such treasure to the Bank on demand.

#### 8.1.11. **TECHNICAL AUDIT**

- a) The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.
- b) The Bank shall have a right to cause a technical examination and audit of works and final bills of the contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the Bank to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly paid by the Bank.
- c) Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Bank and set off against any claim of the Bank for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Bank.

### 9. **ROLE OF ARCHITECT / ARCHITECT/CONSULTANT**

#### 9.1. **ROLE OF THE ARCHITECT/CONSULTANT**

- 9.1.1. **Architect/Consultant's** duties are to design, control and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-coordinating with all other agencies and Civil Contractor, checking of measurements, certification of bills, preparing extra deviation items, preparing minutes of meetings etc.

- 9.1.2. Wherever it is mandatory by law that the **Architect / Consultant** so appointed by the Bank shall be registered with the council of architecture/Competent Authority.
- 9.1.3. The Contractor shall afford the **Architect/Consultant** every facility and assistance for examining the works and materials and checking and measuring time and materials. The **Architect/Consultant** shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially confirmed by a written order of the **Bank**.
- 9.1.4. The **Architect/Consultant** shall act in consultation with the Bank regarding quality of works, interpretation of drawings, contract documents and finalize the selection of finishing materials. The **Architect/Consultant** shall check/ record the measurements made by Contractor's representative for all items of works and on completion hand over the records to the Bank.
- 9.1.5. The **Architect/Consultant** shall have the power to give notice to the Contractor or his Engineer In charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the **Architect / Consultant** in consultation with Bank if required is obtained. The work will from time to time be visited by the Architect/Consultant / Bank but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the **Architect / Consultant** as the case may be. In other words the contractors shall take total responsibility for the execution of work / items of work by using quality materials and providing best of workmanship to fulfill the true intent of the tender provision.
- 9.1.6. The **Architect/Consultant** shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Bank, which shall be duly notified to the Contractor.

## 9.2. TO DEFINE TERMS AND EXPLAIN PLANS:

- 9.2.1. The various parts of the Contract are intended to be complementary to one another; but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanations of the **Architect/Consultant** shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made by the **Architect/Consultant**, when such correction is necessary to bring out clearly the intention, which is indicated by a reasonable interpretation of the drawings & Specifications as a whole.

## 9.3. MATTERS TO BE FINALLY DETERMINED BY THE ARCHITECT / CONSULTANT:

- 9.3.1. The **Architect/Consultant's** decision, opinion, direction, Certificates (except for payments) with respect to all or any of the matter under clauses "2, 8.1.7, 4.4.3 6.2.3, 8.4.2 (a) (b), (c), (d), (f)" and the schedule of rates, hereof shall be final and conclusive and binding on the parties hereto and shall be without appeal. Banks' instructions if any, in this regard in case of any urgency, shall also be confirmed / vetted by the **Architect/Consultant** at the earliest possible.

- 9.3.2. Any of the decision, opinion, direction certificate, or valuation of the Architect or any refusal of the Architect to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Architect under the following clause.

**9.4. TYPOGRAPHICAL OR CLERICAL ERRORS:**

- 9.4.1. The **Architect/Consultant's** clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

**9.5. SITE VISITS:**

- 9.5.1. The **Architect/Consultant /Bank** shall visit the site from time to time at their discretion, or when expressly called upon to do so, to co-ordinate various activities and/or to answer such queries that may be posed at site on interior drawings.

**9.6. ADDRESS FOR SERVICE**

- 9.6.1. All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement Due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

**Address of Bank:**

**BANK OF BARODA.**

**Regional office, Surat Region,  
6<sup>th</sup> Floor, Baroda Sun Complex,  
Ghod Dod Road,  
Surat.**

**Name & Address of Architect/Consultant**

**Ar-Shaival Barot (Project Co – Ordinator)  
M/S Sarjan Architects & Project Consultants.  
51, River Palace, A - Wing, Opp. Old Civil Court,  
Nanpura, Surat- 395001  
Tel: 0261-2476778 MB- 9879604404**

**9.7. TAKING OVER**

- 9.7.1. Upon the successful completion of all the tests to be conducted at site on the materials/items executed by the contractor, the **Architect/Consultant** shall issue a recommendation letter to the Bank confirming that the interiors is ready to be taken over by the Bank. Issuance of such recommendation letter for taking over shall not relieve the contractor of any of his obligations under the terms and conditions of contract.

**9.8. DISPUTES**

**9.8.1. SETTLEMENT OF DISPUTE BY ARBITRATION**

- a) Disputes and differences of any kind whatsoever arising out of or in connection with this contract or the carrying out of the works (whether during the progress of the works or within one year after their completion, or within one year after the determination or



abandonment or breach of the contract) excepting however, on matters referred to in clause 9.3 and 9.5 of General Conditions of Contract hereof, shall be referred by either party for arbitration after giving at least 30 days notice in writing to the other(s) (hereinafter referred to as the 'Notice for Arbitration') clearly setting out the items of disputes for reference to a Sole Arbitrator to be appointed as hereinafter provided.

- b) For the purpose of appointing the Sole Arbitrator referred to above, the Bank will send to the Contractor within thirty days of the Notice for Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of the Bank and the Contractor.
- c) The Contractor shall on receipt of the names as aforesaid, select any one of the persons so named to be appointed as a Sole Arbitrator and communicate his name to the Bank within thirty days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the Bank shall make the selection and appoint selected person as the Sole Arbitrator. In the event, the contractor communicates disagreement to appointment of Sole Arbitrator as selected by the Bank than notwithstanding such disagreement, the person selected, as Sole Arbitrator by the Bank shall be the Sole Arbitrator.
- d) If the Bank fails to send to the Contractor the panel or three names as aforesaid within the period specified, the Contractor shall send to the Bank a panel of three names of persons who shall all be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person's names and appoint him as the Sole Arbitrator. If the Bank fails to select the person and communicate such selection to the Contractor, the Contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Bank, provided however in case if delay by the contractor as regards such selection, the Arbitrator selected by the Bank shall be appointed as sole Arbitrator.
- e) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed as aforesaid.
- f) The decision of the **Architect/Consultant** with respect to the matters referred in clause 9.3 and 9.5 of General condition of Contract herein, shall be final and outside the scope of arbitration. The Sole Arbitrator shall have power to open up, review and revise any certificate, opinion or decision, requisition or notice save in regard to matters enumerated in clause 9.3 and 9.5 of General Conditions hereof written and to determine all other matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. Subject to aforesaid, the Arbitration shall be governed by the Arbitration Act, and Conciliation 1946 or any other statutory modification thereof. The Award of the Arbitrator shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the contract and give a reasoned Award.
- g) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator, shall be directed to be borne and paid by such party or parties to the dispute, in such manner or proportion as may be directed by the Arbitrator in the Award.

- h) The Bank and the Contractor hereby also agree that the Arbitrator under this 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.

**9.8.2. Settlement of dispute by Arbitration:**

- a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within one year after their completion, or within one year after the determination or abandonment or breach of the contract) shall be referred to and settled by the Architect, who shall state his decision in writing. Such decision in writing may be in form of a final certificate or otherwise. The decision of the Architect with respect of any of the expected matters shall be final and without appeal as stated in the relevant clause on "matters to be finally decided by the Architect." (Clause no. 11.3).
- b) But if either the Bank or the contractor be dissatisfied with the decision of the Architect on any matter, question or dispute of any kind (except any of the expected matters) or as to the withholding by the Architect of any certificate to which the contractor may claim to be entitled, then and in any such case either party (the Bank or the Contractor) may within (28 days) after receiving notice of such decision, give a written notice to the other party through the Architect requiring that such matters in dispute be arbitrated upon. Such written notice (hereinafter referred to as the 'notice for arbitration' shall clearly set out the items of disputes for reference to a Sole Arbitrator to be appointed as herein after provided: specify the matters which are in dispute and such dispute and difference of which such written notice has been given and no other shall be and is hereby referred to the Arbitrator being a fellow of the Indian Institute of Architects to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single Arbitrator, to the arbitration of two Arbitrators both being fellows of the Indian Institute of Architects, and to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of re-reference appoint an umpire. The Arbitrator, the Arbitrators or the Umpire shall have the power to open up, review and revise any certificate, opinion, decision, requisition or notice save regard to the expected matters referred to the preceding clause, and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given aforesaid. Upon every or any such reference the cost of an incidental to the reference and award respectively shall in the direction of the Arbitrator, or Arbitrators or the Umpire who may determine the amount thereof, or direct the same to be taxed as between attorneys and client or to between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to The Arbitration act, 1989 or any statutory modification thereof. The award of the Arbitrator, or the Arbitrators, or the Umpire shall be final and binding on the parties, Such reference except as to the withholding by the Architect of any Certificates under clause 7.3.5 to which the Contractor claims to be entitled, shall not be opened or entered upon until after the completion of alleged completion of the works or until after the practical cessation of the works arising from any cause unless with the written consent of the Bank and Contractor.

**9.8.3. ARBITRATION:**

- a) Any dispute, controversy or claims out of or relating to this Work Order or breach, or termination or invalidity thereof, shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as at present in force.

**9.8.4. LEGAL:**

All disputes and differences of any kind whatsoever arising out of or in connection with the Work Order whether during or after completion of contract shall be deemed to have arisen at Bank of Baroda, Regional Office, Surat Region, 6<sup>th</sup> Floor, (P&E Dept.), Baroda Sun Complex, Ghod Dod Road, Surat, and shall have to determine the jurisdiction for the same.

**9.8.5. WORK TO BE CONTINUED DURING THE PENDENCY OF THE ARBITRATION**

- a) The Contractor shall continue with the construction works with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or difference or question is referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrators.

## **7. SPECIAL CONDITIONS OF CONTRACT**

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all "rates only columns" and sign all corrections.
3. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the tender documents shall be signed by the Tenderer.
5. The Tenderer whose tender is accepted shall be bound to enter in to the contract within eight days of intimation from BANK.
6. Work shall be done night and day without extra charge, if necessary.
7. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
8. **Materials supplied by owner shall be used only in owner's work.**
9. **Contractors shall pay any local charges relating to execution of work.**
10. **Contractor shall allow for all wastages in the rates.**
11. **Contractor shall arrange for all temporary connections.**
12. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Architect/Consultant is the final authority for the interpretation.
13. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
14. **Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.**
15. Contractors shall insure whole work against fire, PICT and third party.
16. **In working branch, contractor have to make all the arrangements on his responsibility and own cost for sifting furniture of working branch as per guidance of manager In charge & during his work progress of Electrification work he should not disturb working branch or he should make some arrangement for the same. Contractor is not going to claim any extra charges for the same.**
17. **Contractors should visit site first and then coat the rates for dismantling or removing work.**
18. **Contractor has to take all necessary Legal Permission from Local Authority for Renovation work at his on cost.**
19. **Contractor has to take necessary Labour Insurance, all the necessary safety precautions at his on cost during the renovation work.**
20. **Contractor has to dispose all the debris away from the site at night time at his own cost.**

## **8. APPENDIX TO GENERAL CONDITIONS OF CONTRACT**

<b>A</b>	<b>Mobilization Period</b>	<b>3 Day from the date of Work Order</b>
<b>B</b>	<b>Date of Commencement of work on site</b>	<b>7 days after the date of Work order</b>
<b>C</b>	<b>Completion Period</b>	<b>12 weeks from date of commencement</b>
<b>D</b>	<b>Date of virtual completion</b>	<b>14 WEEKS from date of commencement</b>
<b>E</b>	<b>Earnest Money Deposit</b>	<b>Rs. 16500/- By Demand Draft or Banker's Cheque</b>
<b>F</b>	<b>Security Deposit</b>	<b>@2% of Contract Value refundable on Virtual completion.</b>
<b>G</b>	<b>Retention Money</b>	<b>8% of the RA payment &amp; 5 % on Final Bill Payment.</b>
<b>H</b>	<b>Defects Liability Period</b>	<b>12 calendar months from Virtual Completion</b>
<b>J</b>	<b>Liquidated Damages for Delay</b>	<b>Rs. 2000/- per day up to max. or 10% of Contract value</b>
<b>K</b>	<b>Period of Final Measurement</b>	<b>15 Days</b>
<b>L</b>	<b>Frequency of Interim Bills</b>	<b>15 working days.</b>
<b>M</b>	<b>Value of Interim Certificate</b>	<b>5,00,000/- (Five Lacs)</b>
<b>N</b>	<b>Period of honoring Interim Certificate</b>	<b>10 working days.</b>
<b>P</b>	<b>Rate of Interest for delayed payments</b>	<b>As per prevalent Prime Lending Rate (BPLR)</b>

**Signature of Contractors:**

**Witness:**

**The Contractor will be expected to submit, along with Interim Bills, "Performa A" duly filled in and serially numbered with dates for all extra and deviated items of work. In absence of these, the extra / deviated items will not be certified for payment. The Contractor will be expected to submit with the Final Bill "Performa B" duly completed.**

**9. PROFORMAS**

**SCHEDULE OF EXCEPTION AND DEVIATIONS**

**The bidder shall include in a schedule all exceptions or deviations made from the bidding documents of whatever nature included in the proposal.**

Unless exceptions and deviations are stated in this schedule, the bidder will be deemed to have agreed with the conditions and specifications as stated in the bidding documents.

Each bidder shall be free in his proposals to indicate deviations and / or exceptions and / or alternative to these bidding documents.

Item	Ref. Clauses	Description of Exceptions and / or Deviations

**SIGNATURE OF TENDERER**

**EQUIPMENT TO BE DEPLOYED AT SITE**

The Tenderer shall specify in the form given below list of proposed equipment to be deployed for the work if awarded to the Tenderer.

Type	Number	Make	Capacity	Location	Bank

**SIGNATURE OF TENDERER**

**SCHEDULE OF PROPOSED SITE ORGANISATION**

The Tenderer is to indicate here the proposed site organization he proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending upon the requirement for timely construction of work, as directed by Engineer-in-charge.

**BIO-DATA OF SITE-IN-CHARGE & KEY PERSONNEL**

**SIGNATURE OF TENDERER**

**Certified that the above information is correct**

**SIGNATURE OF TENDERER**



## **11. PREAMBLE AND SPECIFICATIONS**

The quantities given in this schedule of quantities are approximate and subject to variations without vitiating the contract.

### **Pricing:**

The rate for each item of work shall, unless expressly stated otherwise, include the following (but not limited to the list given below) for the completion of works in all respects as per conditions of Contract, technical specifications, drawing etc:

All taxes such as Octroi, Sales tax, Work Contract Tax, Royalties, Transportation, Freights, Packing and forwarding charges Insurance etc.,

All requirements and expenses for completion of work as per Rules and Regulations of Local Bodies, State Government and Central Government of India.

All materials, equipments, accessories, consumable, controls and instruments, tools, tackles, plants, scaffolding/double scaffolding labor, maintenance, fixing, cleaning, making good hauling, hoisting etc.,

Waste on material and labor.

Loading, Unloading, handling/double handling, setting out protection from weather, temporary supports, platforms etc., and the maintenance, of the same, dismantling of temporary works, disposal of debris and all other labor necessary for the execution of works.

Testing the installation as often as necessary, Contractors to arrange for all special instruments and tools required for such testing.

Painting of all equipment, pipes, and supports etc., as per color codes to be decided for various systems.

Apportion of costs for general facilities to be used by the Contractor's staff such as lifts, electricity, telephones etc. during execution if such facilities are provided by other contractors and who arrange for such facilities in the first instance.

Fees for testing the materials, equipment or overall installation by appropriate authorities. Supervising Civil/ Masonry / Carpentry Works done by other agencies on behalf of the Bank for Interior contractor.

All requirements of specification and drawings. Description of work given in the schedule of quantities is a brief description and shall be read in conjunction with specifications and drawings.

Removal of POP covering and carting away all unwanted material including POP.

The rates quoted by the Tenderer will be deemed to be for the finished work complete in all respects with accessories, fitting, mounting arrangements normally provided with such equipment and/or needed for execution, completion, safe operation of equipment as required through they may not have been specifically mentioned in technical specifications, drawings and/or schedule of equipment.

All minor Masonry, Carpentry and Civil works such as cutting opening in Masonry Walls, Internal Partitions, Chasing on walls, etc. and making good the same to match existing works shall be provided by the contractor, whenever asked for by the Architect/Consultant.

## **SCHEDULE OF QUANTITIES:**

All items of work contracted for shall be executed strictly in accordance with the description of the item in the Schedule of Quantities, relevant drawings and specifications read in conjunction with the appropriate Indian Standard specifications and conditions of the contract and established Engineering practices.

The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of:

All materials, fixing materials, accessories sequence of operations, appliances, tools, plant equipment, transport labour and incidentals required and completion of the work called for in the item and as per specifications and drawings completely Wastage on materials and labor

Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing the position, protecting, disposal of debris as directed and all other labor necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.

Liabilities, obligations and risks arising out of conditions of contract.

All requirements of specifications, whether such requirements are mentioned in the item or not shall be provided for the specifications and drawings where available are to be read as complimentary to any part of the schedule of quantities and any work called for in one shall be taken as required for all similar items.

In the event of conflict between Schedule of Quantities and other documents including the specifications the most stringent among them shall apply and the interpretations of the consultants/owner shall be final and binding.

The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the accepted rates.

This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INK. The entries under amount column shall be rounded off to the nearest Rupee.

No alterations whatsoever is to be made either to the description of items in the Schedule of quantities or specifications unless such alterations, is clarified in writing by the consultant/owner. Any such alterations, notes or additions shall unless clarified in writing be disregarded when tender documents are considered. Any observation on BOQ should be made in the letter accompanying technical bid for proper consideration and on disfiguring or overwriting in the documents is permitted.

In event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of rates.

All errors in totaling in the amount column and in carrying forward totals shall be corrected.

Unless otherwise stated, all measurements shall be taken in accordance with Indian standard for building of Measurements IS 1200 latest revision effective on the date of measurement for interior items as applicable.

Any errors in quantity of items from the contract schedule shall not vitiate this contract but shall be corrected and deemed to be a variation by the Architect/Consultant/Owner.

### **DRAWINGS AND DATA:**

Within two weeks of placement of order/letter of intent contractor shall furnish the following data in triplicate for approval by Architect/Consultant/Owner.

General arrangement drawing of the equipment on orders showing plan, elevations, and sectional views, mounting details.  
Bill of materials.

Descriptive catalogues, characteristic curves, duty point efficiency factor and technical particulars of all the various equipments offered.

### **SPARE PARTS AND MAINTENANCE FOR MATERIALS SUPPLIED**

Tenderer shall offer along with the bid, duly recommended by manufacturer set of spare parts required for a period of 1 year's continuous operation. Itemized unit prices with exact quantities recommended for these spares shall be separately indicated for consideration of the Owner/Consultant.

### **DOCUMENTS MUTUALLY COMPLIMENTARY**

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the Consultant/Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

### **INSTRUCTIONS DURING EXECUTION:**

On the advice of the Owner, the consultants may issue further drawings and written instructions, details, directions and explanations collectively referred to as "Site instruction" in regard to:

Variations for modification of the design, quality or quantity of works as addition or omission or substitution of any work therein.

Any discrepancies in the drawings or between the schedule of quantities and/or specifications and/or drawings.

Removal from the site any material brought by the contractor and substitution of any other materials therefore.

The dismissal or removal from work of any person employed thereupon.

Removal/re-examination of any works executed in case of doubt of any nature.

Opening up for inspection of any work covered up without proper tests by the Architect/Consultant.

Oversight on the part of the Architect/Consultant/his assistant to disapprove any defective work or material shall not prejudice the Owner/Consultant, thereafter to disapprove such work or materials and to order pulling down, replacement, removal breaking up or reconstruction.

The Contractor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service conditions, work conditions in conformity with all Acts, Regulations, Rules or order of competent authority under relevant laws in force during the tendency of the contract.

Contractor shall indemnify the Owner from all claims relating to the workers/ staff/ sub-contractors, Salaries, Wages, Overtime, Leave, Provident Fund, Medical facilities, gratuity, Bonus or any other claim as applicable and stipulated in any statutory provisions, rules or order of competent authority.

All materials so far as procurable shall be of the reputed make in the category of manufacture and bear the stamp of quality of the Bureau Standards wherever applicable. The contractor shall furnish documentary proof, test certificates and guarantees as relevant to such materials from manufacturers, which shall match with the date of procurement.

#### **ELECTRICAL INSTALLATION:**

The whole of the electrical installation shall be carried out by a major registered licensed Electrical Contractor's firm.

The electrical installation shall include for the supply of the whole of the materials and the work of fixing, necessary for the complete installation. The work shall be carried out in strict accordance with the latest edition of the Regulations for the Electrical Equipment of Buildings issued by the Institute of Electrical Engineers I.E. rules and to the satisfaction of and in accordance with rules, regulations, and requirements of the supply company and the Fire department all to the entire satisfaction of the Architect/Consultant & owner.

The positions of all points and equipment shown on the drawings shall be assumed to be correct for the purposes of tendering, but it is the main contractor's responsibility to check the exact positions on the site before commencing the works.

**NOTE:** This specification is of the general type only and must be used in conjunction with the drawing of the particular item being made. Anything shown on the drawing and not in the specification must be compiled with, and vice versa.

**WORK: ELECTRIFICATION WORK FOR BANK OF BARODA, BHAGATALAV (MAIN) BRANCH, BHAGATALAV, KANPITH, SURAT**

## **12. GENERAL TECHNICAL SPECIFICATION FOR BUILDING WORKS**

### NOTES:

1. In the specification “as directed” / “Approved” shall be taken to mean, “as directed” /approved by the Consulting Architects/Engineers.
2. Wherever a reference to any Indian Standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of agreement.
3. In “Mode of Measurement” in the specification wherever a dispute arises in the absence of specific mention of a particular point or aspect, the provisions on these particular point or aspects in the relevant Indian Standards shall be referred to.
4. All measurements and computations, unless otherwise specified, shall be carried out nearest to the following limits:

(i)	Length, width and depth (height)	.....	0.01 Mt.
(ii)	Areas	.....	0.01 Sq.Mt.
(iii)	Cubic Contents	.....	0.01 Cu.Mt.

In recording dimensions of work.  
The sequence of length, width and height (depth) or thickness shall be followed.
5. The distance, which constitutes lead, shall be determined along the shortest practical route and not necessarily the route actually taken. The decision of the Consulting Architects/Engineers in this regard shall be taken as final.
6. Where no lead is specified, it shall mean “all leads”.
7. Lift shall be measured from plinth level.
8. Definite particulars covered in the items of work, though not mentioned or elucidated in its specifications shall be deemed to be included therein.
9. Reference to specifications of materials as made in the detailed specification the items of works is in the form of a designation containing the number of the specification of the material and prefix ‘M’ e.g. ‘M-1’.
10. Approval of the samples of various materials given by the Consulting Architects/Engineers shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Consulting Architects/Engineers.
11. The contract rate of the item of work shall be for the work completed in all respects.
12. No collection of materials shall be made before it is got approved from the Consulting Architects/Engineers.
13. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage, deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.
14. Materials, if and when rejected by the Consulting Architects/Engineers, shall be immediately removed from the site of work.
15. No materials shall be stored prior to, during and after execution of a structure in such a way as to cause or lead to damage on overloading of the various components of the structure.

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

16. All work shall be carried out in a workmanlike manner as per the best techniques for the particular item.
17. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignment of the works during execution shall be kept in sufficient numbers and in good working condition on the site of the work.
18. The mode procedure and manner of, execution shall be such that it does not cause damage or over-loading of the various components of the structure during execution after completion of the structure.
19. Special modes of construction not adopted in general Engineering practice, if proposed to be adopted by the contractor, shall be considered only if the contractor provides satisfactory evidence that such special mode of construction is safe, sound and helps in strength and quality. Acceptance of the same by the Consulting Architects/Engineers shall not, however, absolve the contractor of the responsibility of any adverse effects and consequences of adopting the same in the course of execution of completion of the work.
20. All installations pertaining to water supply and fixtures thereof as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the contractor.
21. The contractor shall be responsible for observing the rules and regulations imposed under the "Minor Minerals Act" and such other laws and rules prescribed by Government from time to time.
22. All necessary safety measures and precautions (including those laid down in the various relevant Indian Standards) shall be taken as also of the work itself.
23. The testing charges of all materials shall be borne by the Contractor.
24. Approval to any or the executed items for the work dose not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.

**SINGNATURE AND SEAL OF THE CONTRACTOR**

**Date:**.....



**BANK OF BARODA**  
**REGIONAL OFFICE, SURAT REGION,**  
**6<sup>TH</sup> FLOOR, (P&E Dept.), BARODA SUN COMPLEX,**  
**GHOD DOD ROAD, SURAT.**

**TECHNICAL BID**

**FOR ELECTRIFICATION WORK OF**  
**BHAGATALAV (MAIN) BRANCH**  
**SURAT**

**AT**  
**BANK OF BARODA,**  
**BHAGATALAV(MAIN) BRANCH,**  
**BHAGATALAV, KANPITH, SURAT.**

**ARCHITECT: -**

**M/S. SARJAN ARCHITECTS & PROJECT CONSULTANTS**  
**51, River palace-a, opposite old civil court,**  
**Nanpura, Surat- 395003**  
**E-mail id: sarjanarch@sify.com**  
**Tel: 0261-2476778. Mb no: - 9879604404, 9879604444**

**Instruction to the Applicants for Electrification Information as a part of Application for pre- qualification.**

1. Intending Applicants are required to submit their applications in Duplicate with full Bio-data giving details about their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial standing, Etc. in the enclosed form which will be kept confidential.
2. While deciding upon the pre-qualifications of Contractors, great emphasis will be given on the ability and competence of applicants to do good quality works within the specified time schedule and in close co-ordination with other agencies
3. Decision of the Bank in regard to selection of Contractors for issue of tender documents will be final. The Bank is not bound to assign any reason for acceptance / rejection of any applications.
4. Each page of the application shall be signed. The application shall be signed by persons /persons on behalf of the organization having necessary authorization / power of Attorney to do so. (Certified copies to be enclosed)
5. If the space in the Performa is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the Performa and serial number. Separate sheets shall be used for each part. However the format shall be as per Performa
6. Applications containing false incomplete and / or inadequate information are liable to be rejected. Also mere fulfillment of eligibility criteria does not guarantee selection.
7. Canvassing in any form in connection with pre- qualifications is strictly prohibited and the application of such persons / organizations who resort to canvassing will be liable to rejection.
8. The applications which are received after due date and time are liable to be rejected.
9. Bank reserves the right to reject any / all the applications without assigning any reason, whatsoever therefore.
10. While filling up the application with regard to the list of important projects completed or on hand , the applicants shall include those works only which are individually costing **not less than Rs. 15.0 Lacs** or above **(with attaching Work Orders & Completion Certificates)** [FOR ELECTRIFICATION WORK] Clarification, if any. Application will be obtained from the office of Bank of Baroda, Regional Office, Surat Region, 6th Floor, Baroda Sun Complex, Ghod Dod Road, Surat And submitted to the above address.
11. Minimum criteria for Pre Qualification for Tender is that Contractor must have completed minimum 2 Jobs costing not Less than **Rs. 25.00 Lacs. (with attaching Work Orders & Completion Certificates)**
12. **Annual Turn Over** should not be Less than **Rs. 50 Lacs P.A.** during Last Three Years.

Signature of the Applicant  
Address & Seal:



**PREQUALIFICATION OF CONTRACTOR**  
**Basic Information**

1	a) Name of the applicant / organization b) Address of the Registered office (With Phone Nos. Fax Nos.& Email ID & Contact Person )	
2	Year of establishment	
3	Type of the organization (whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor /Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as Evidence.	
5	Details of registration – Whether partnership firm, Company, etc. Name of Registering Authority, date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi - Government / Municipal Authorities of any Other Public Organization and if so, in which class and since when ( Enclose certified copies of document as evidence )	
7	a) No. of years of experience in the filed and Details of work in any other filed. b)Whether ISO Certified, furnished the details,	
8	Address of business activities other than construction, if any, and place of business	
9	Address of office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge.	
10	Yearly turnover of the organization <b>during last 3 years</b> (year wise) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last -3 years.	
11	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for <b>Minimum Amount 6 Lacs</b> indicating satisfactory financial capacity of the organization	1. 2. 3.
12	Enclose copy of latest income tax clearance Certificate	
13	PAN No.	
14	Details of registration for sales tax	
15	Detailed description and value of works done (Performa 1) and works on hand (proforma-2)	
16	Details of Key Personnel permanently employed (proforma-3)	
17	Other infrastructural information to be used / referred for this project ( proforma-4) list of available plants, machineries equipments etc.	

**TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.**

18	Furnish the names of -3- responsible persons along with their designation, address, Tel. No., etc., for whose organization you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
19	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	---attached separate sheet if required ---
20	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
21	No. of supplementary sheets attached for part- 11	

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

## Proforma – 1

LIST OF COMPLETED WORKS COSTING NOT LESS THAN <b>Rs. 15 LACS.</b> (3 NOS. OF MINIMUM JOBS DURING LAST 3 YEARS)							
Sr No.	Name of work/ project with address.	Name & full postal address of the owner Specify	Contract Amount (Rs.)	Stipulated time of completion (years )	Actual time of completion (years)	Any other relevant information Actual amount of the Project. if increased, give reasons.	Enclose clients certificate for satisfactory completion
1	2	3	4	5	6	7	8

Notes:

- 1) Information has to be filled up specifically in this format. Please do not write remark "As indicated in Broacher". fro
- 2) For certificates, the issuing authority shall not be less than an executive in charge.

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

## Proforma – 2

LIST OF IMPORTANT WORKS ON HAND COSTING NOT LESS THAN <b>Rs. 15 LACS.</b> (Minimum 3 Nos. of Jobs.)						
Sr No.	Name of work / project with address.	Name& full postal address of the owner Specify whether Govt. under tanking along with name, address and contact nos. of -2- persons (Executive Engineers or top officials of the organization)	Contract Amount (Rs.) with copy of Work Order	Stipulated time of completion (Years)	Present status of the project	Any other relevant information.
1	2	3	4	5	6	7

**Note:**

- 1) Information has to be filled up specifically in this format. Please do not write remark "As indicated in Broacher".

## Proforma – 3

**DETAILS OF KEY PERSONNEL, GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN HOUSE ESTABLISHMENT.**

No		Name and designation	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing over 40% of est. cost	Date form, which employed in your organization	Indicate details of experience for similar projects.
1		2	3	4	5	6	7	8	9
1	Details of qualified in house Electrical Engineers with detail of experience in similar works								
2	Details of in house qualified water supply and Sanitary engineers.								
3	Details of In-house Qualified Civil Engineers								
4	Details of In-house Qualified Engineers for Fire Protection & Detection Works.								
5	Details of other in-house Specialists for any other work								

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

6	If the applicant is having existing association/ collaboration or likely to form a consortium of/ with other contractors for special work, the details of the intended set up shall be given along with details of technical staff on similar lines along with the detail of the firm they intend to collaborate.								
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**Notes:**

- 1) Information has to be filled up specifically in this format. Please do not write remark "As indicated in Broacher".
- 2) Indicate other points, if any, to show your technical and managerial competency to any important point in your favor.

Proforma – 4

DETAILS OF INFRASTRUCTURE OF OFFICE

Sr. No.	Items	Numbers	Details
1	Office Premises, Area, etc		
2	Fax M/c		
3	Telephones		
4	Other Instruments		
5	Software used for planning		
6	Reference books used		
7	Subscription to magazines		
8	Any other information		

Sign and Seal

Date:



**BANK OF BARODA**  
**REGIONAL OFFICE, SURAT REGION,**  
**6<sup>th</sup> FLOOR, (P&E Dept.), BARODA SUN COMPLEX,**  
**GHOD DOD ROAD, SURAT.**

**PRICE BID**

**FOR ELECTRIFICATION WORK OF**  
**BHAGATALAV (MAIN) BRANCH**  
**SURAT**

**AT**  
**BANK OF BARODA,**  
**BHAGATALAV(MAIN) BRANCH,**  
**BHAGATALAV, KANPITH, SURAT.**

**ARCHITECT: -**

**M/S, SARJAN ARCHITECTS & PROJECT CONSULTANTS**  
**51, River Palace - A, Opposite Old Civil Court,**  
**Nanpura, Surat- 395003**  
**E-mail id: sarjanarch@sify.com**  
**Tel: 0261-2476778. Mb no: - 9879604404, 9879604444**



**BILL OF QUANTITIES****BOQ FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.**

Sr. No.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	NOTE : ALL CHARIS OR CHASES IN WALLS / COLUMNS / SLABS MADE BY THE ELECTRICAL CONTRACTOR FOR INSTALLATION OF CONDUITS / S.B. / BOXES ETC. THE FILLING OF THE SAME IS IN THE SCOPE OF THE ELECTRICAL CONTRACTOR INCLUDING ALL NECESSITY MATERIAL AND LABOUR.				
<b>A</b>	<b>INTERNAL WIRING :</b>				
1	P and M point wiring in conncealed in walls, furniture's & for above false ceiling, or on ceiling, on beams shall be fixed with saddles & spacers etc., with conduits taken in slab with 20 mm dia PVC Rigid conduits 1.5 mm thick ISI mark with 2 nos. of 1 sqmm. FR wire of Finolex make with modular switch of Anchor Roma make with flush metal box/surface PVC box etc. complete. These will be used with point wiring of light, fan, callbell points, etc.				
a)	One 5A switch controlling one light point	<b>153</b>	nos		
b)	One 5A switch controlling fan point with step fan regulator	<b>2</b>	nos		
c)	One 5A switch controlling Two light point	<b>91</b>	nos		
d)	5A socket outlet with 5A switch ( on common board )	<b>39</b>	nos		
e)	5A socket outlet with 5A SP switch (as an independent point )	<b>60</b>	nos		
f)	Call bell point with bell push complete.	<b>7</b>	nos		
g)	Sign board point with 24hours, 7days timer.	<b>2</b>	nos		
h)	One 15A switch controlling one light point (260 w)	<b>9</b>	nos		
2	SITC of 5/15 Amp. Switch and socket complete power point of Anchor Roma make with concealed metallic box in wall/furniture to the satisfaction of E.I.C.	<b>29</b>	nos		
3	SITC of 20 A, 230 V, with SP MCB all enclosed in a prefabricated M S boxes complete to the satisfaction of E.I.C. For SPLIT AC unit with metal clad top and socket..	<b>41</b>	nos		

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

4	SITC of mains of following sizes PVC insulated copper conductor multi stranded flexible type wires of Finolex make with 20 mm/25 mm dia PVC rigid conduits 1.5 mm thick ISI mark complete to the satisfaction of E.I.C.				
a)	2 x 1.5sqmm + 1x1sqmm (lt)	<b>3550</b>	mtr		
c)	2 x 2.5sqmm + 1x1.5sqmm (computer)	<b>750</b>	mtr		
c)	2 x 4sqmm + 1x2.5sqmm (A.C)	<b>1650</b>	mtr		
5	SITC of 2 nos. of 5 A, 5 pin Sockets and 1 no. of 5\15 A socket with one 15 A switch for Computer power supply of Anchor Roma make with concealed metallic boxes or PVC flush box on walls / furniture's / trunking etc. with necessary termination complete.	<b>41</b>	nos		
<b>B</b>	<b>LIGHTING FIXTURES :</b>				
	(NOTE : ANY OF FIXTURES AND FITINGS SHALL BE RE-CONFIRMED WITH THE ARCHITECTS / CONSULTANTS BEFORE ORDERING THEM.				
1	Supply, installation, testing and commissioning (including supply and fixing flexible wires from holder to fixtures hardwares etc.) of....				
a)	Compact Fluorescent tube light 2 x 36 W RECESS MOUNTED MIRROR OPTIC LUMINAIRE with tubes, rotor, bi-pin holders, starter, choke and making earthing connection complete to be recessed in false ceiling with all necessary hardwares, chains, hook etc. complete. (CG CAT No .CRFQ236/P5 or Equivalent Philips make)	<b>100</b>	nos		
b)	Compact fluorescent down lighter in horizontal position 2 x 18 W PL fixture wallmount with 2 nos. Of 18 W PL tube ballast complete (Crompton make Cat. No. DDLH218/N6 or Equivalent Philips make )	<b>81</b>	nos		
	Compact fluorescent down lighter in horizontal position 1 x 18 W PL fixture wallmount with 2 nos. Of 18 W PL tube ballast complete (Crompton make Equivalent Philips make )	<b>40</b>	nos		

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

c)	Compact Fluorescent tube light 1 x 11 W Surface mounting type with tube, roter, bi - pin holders, starter, choke , complete. <b><u>Only Installation Lights will be supplied by Regional Office.</u></b>	<b>3</b>	nos		
d)	1 x 40 W fluorescent tube slim tube light fixture with tube complete ( CG / Wipro make)	<b>11</b>	nos		
	1 x 40 W fluorescent tube slim tube light fixture with tube complete ( CG / Wipro make) <b><u>Only Installation &amp; T - 5 Tube Lights will be supplied by Regional Office.</u></b>	<b>26</b>	nos		
f)	Decorative Picture light fixture with ballast / controlgear, lamp, fixing hardwares etc. complete as approved by architect. (Basic rate of fixture Rs. 900/-)	<b>10</b>	nos		
g)	Call bell with Indicators.	<b>5</b>	nos		
h)	Exhaust fan, fresh air ventilator type with louver complete <b><u>Only Installation Exhaust Fans will be supplied by Regional Office.</u></b>	<b>10</b>	nos		
i)	1200 mm sweep ceiling mounted fan (Crompton / Bajaj make).	<b>2</b>	nos.		
j)	400 mm sweep wall mounted fan (Crompton / Bajaj make).	<b>45</b>	nos.		
k)	Blue shade LED rope light with electronics driver & connectors supplying and fixing and testing charges.	<b>300</b>	mts		
<b>C</b>	<b><i>DISTRIBUTION BOARD AND PANELS :</i></b>				
1	Supply, installing, testing and commissioning of metallic double door type distribution board with all necessary connection complete to be installed concealed in wall / surface mount complete to the satisfaction of the Engineer in charge				
a)	6 WAY TPN DB: (A/C)	<b>4</b>	nos		
	incoming : 100A FP MCCB				
	outgoing : 25 A SP MCB (15 nos)				
b)	12 WAY SPN DB : (UPS)	<b>5</b>	nos		
	incoming : 63A DP MCB (2 nos)				

TENDER FOR ELECTRIFICATION WORK AT BOB BHAGHATALAV BRANCH, SURAT.

	outgoing : 6 to 20 A SP MCB (8 nos)				
c)	4 WAY SPN DB : (UPS IN)	4	nos		
	incoming : 63A FP MCB				
2	<b>MAIN DISTRIBUTION BOARD :</b>	4	nos		
	250 A TPN SFU (1 No.) as Incoming				
	* 150 A, FP Change over switch (1 No.)				
	* 250 A TPN, 440 V, 50 Hz., Copper. Busbar.				
	* Digital ammeter & voltmeter with selector switch, ammeter, control fuses, wiring, etc.				
	* Phase indicator lamps phase wise.				
	* Outgoing feeder :-				
	* 63 A FP MCB (6 NOS )				
	* 100 A FP isolator (6 NOS )				
	* 63 A DP MCB (4 NOS)				
	* 40 A FP MCB (4 NOS)				
	<b>MAIN POWER FEEDER PANEL WITH APFC(basement)</b>	1			
	<b>Incomer</b>				
	800A TPN MCCB WITH SPREADER & ROTARY HANDLE,35KA	1	nos		
	Indicating lamp , R , Y , B.	3	nos		
	Analog Ammeter , 0-800A	1	nos		
	Analog Voltmeter , 0-1000V	1	nos		
	Ammeter Selector Switch	1	nos		
	Voltmeter Selector Switch	1	nos		
	Current transformer ,800/5A , 15VA , CI-1	3	nos		
	C.T. Shorting Links	6	nos		
	Control MCB 6A SP	6	nos		
	AL.BUSBAR	0	nos		
	apfc relay 6 stage	1	nos		
			nos		
	<b>OUTGOING FEEDERS 1</b>		nos		
		1	nos		
	250A TPN SFU WITH FUSE LINK	1	nos		
	AL.BUSBAR	0	nos		
			nos		
	<b>OUTGOING FEEDERS 2</b>	1	nos		
	200A TPN SFU WITH FUSE LINK	1	nos		

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	AL.BUSBAR	0	nos		
			nos		
	<b><u>OUTGOING FEEDERS 3</u></b>	<b>1</b>	nos		
	150A TPN SFU WITH FUSE LINK	1	nos		
	AL.BUSBAR	0	nos		
			nos		
	<b><u>OUTGOING FEEDERS 4</u></b>	<b>2</b>	nos		
	125A TPN SFU WITH FUSE LINK	1	nos		
	AL.BUSBAR	1	nos		
<b>2A</b>	<b><u>25kvar capacitor feeder</u></b>	<b>4</b>	nos		
	mcb 63A d curve	1	nos		
	capacitor duty contactor 25kvar	1	nos		
	capacitor mpp heavy duty	1	nos		
	auto man switch	1	nos		
	start/stop push button	2	nos		
	indicating lamp	1	nos		
	wires, lugs and labour	1	nos		
	<b><u>Panel Fabrication : 14/16 Gauge , CRCA Sheet steel , Floor Mounted</u></b>				
	<b><u>Paint : Powder Coating , RAL 7032 , Siemens Grey</u></b>				
	<b><u>Cable Entry : Bottom</u></b>				
	<b><u>H=1900MM,W=1450MM,D=450MM</u></b>				
<b>D</b>	<b><i>EARTHING SYSTEM :</i></b>				
1	Providing and making Earthing Pit with all necessary material and making masonry kundi, watering arrangement etc complete as per ISI 3043-1987.				
a)	600 x600 x6 mm thick G.I. Plate type.	<b>2</b>	nos		
b)	600 x 600 x 3 mm thick CU. Plate type.	<b>2</b>	nos		
2	Supply, laying and jointing of following wire / strip / earth cable on walls, ceiling etc. With necessary non rusting clamps, washers, nuts and bolts etc complete				
a)	8 SWG G.I.. Wire	<b>100</b>	Rmt		
b)	8 SWG CU Wire	<b>100</b>	Rmt		
<b>E</b>	<b><i>CABLES &amp; CABLE TERMINATIONS:</i></b>				

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1	Supply, Laying, installation, testing and commissioning of following sizes of PVC insulated PVC sheathed copper /aluminum conductor armoured cable of Polycab/Havells/Finolex make to be laid in existing cable trench or to be laid in existing pipes of with necessary clamps, spacers with cleating on wall ceiling etc. complete to the satisfaction of EIC. ( LENGTH TO BE VERIFIED AT SITE )				
b)	3.5 x 70 sq. mm Alu. Conductor AYFY cable.	180	mtr		
c)	3.5 x 35 sq. mm Alu. Conductor AYFY cable.	180	mtr		
d)	3.5 x 85 sq. mm Alu. Conductor AYFY cable.	70	mtr		
2	End termination of following PVC insulated armoured cables including supply and fixing of brass single compression type cable glands and crimping type aluminum / copper lugs suitable for terminations of armoured cables of following overall diameters.				
b)	3.5 x 70 sq. mm Alu. Conductor AYFY cable.	10	nos		
c)	3.5 x 35 sq. mm Alu. Conductor AYFY cable.	10	nos		
d)	3.5 x 85 sq. mm Alu. Conductor AYFY cable.	10	nos		
<b>F</b>	<b>TELEPHONE SYSTEM :</b>				
1	Supply and installing telephone point with Telephone socket outlets RJ 11 of Anchor Roma make with company made concealed boxes in walls / furniture's etc. complete.	27	nos		
2	Providing, installing, testing, commissioning of 2 pair of 0.51 cross section pvc insulated copper conductor telephone wire of ITI approved with 20/25 dia. PVC conduits with accessories duly buried under floor with necessary chasing / breaking in floor and to be refinished with all necessary civil material etc. or to be cleated on wall / ceiling with saddles / spacer etc. necessary termination etc. with ferrule numbering at both ends of each piece of cable complete.	850	mtr		

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3	Supply, installation, testing and commissioning of 20pair krone telephone tag block duly enclosed in sheet meral powder coated box with locking arrangement complete with necessary terminations	4	nos		
G	LAN SYSTEM (STRUCTURED CABLING):				
1	Supply, installation, testing and commissioning of CAT 5e, RJ 45 information outlet (I/O) of D-link make with front modular cover plate, flush box metallic or PVC for data system etc. complete as per the requirement	45	nos		
2	Providing, installing, testing, commissioning of CAT 6e UTP pvc insulated copper conductor data cable of D-link make with 20/25 dia. PVC conduits with accessories duly burried under floor with necessary chasing / breaking in floor and to be refinished with all necessary civil material etc. or to be cleated on wall / ceiling with saddles / spacer etc. necessary termination etc. with ferrule numbering at both ends of each of piece of cable etc. complete as per the requirement	2100	mtr		
3	Supply, installation, testing and commissioning of 9U metal rack for computer clamping switch etc complete with Tray Mounting Fan.	4	nos		
4	Supply, installation, testing and commissioning of 24 port switch complete	4	nos		
H	MISC.				
1	SITC of 400 A FP MCCB complete with powder coated metal enclosure complete to the satisfactory of E.I.C.	1	nos		
2	SITC of 25mm PVC pipe on wall or in concealed manner complete to the satisfaction of E.I.C.	500	mtr		
	TOTAL AMOUNT				
Amount in words :					

**\*\* LAST DATE FOR SUBMITTING OF TENDER IS 02-11-2012 BEFORE 14.00 Hrs.**

**NOTES & SPECIFICATIONS FOR ELECTRICAL WORKS:**

- Contractor must submit Break-ups of wire lengths and verify all lengths by architect in presence of authority before concealing that.
- All the electrical wiring to be Concealed & not to have any wires exposed. Even in the Furniture, the wires to pass through the Electrical conduits.
- Telephone wire to be carried in separate Conduit.
- Security siren cable to be carried in separate conduit.
- T. V. cable to be carried in separate conduit.
- Any additional work that needs to be carried out should be requested from the concerned authorities. Any such works done without the previous approval shall not be paid for.
- Contractor to clarify all the works to be done, with the Architect, before commencing the work.
- All the existing switchboards have to be removed and their respective wires/ cables to be again placed in new conduit so that it can be accessible / maintained as and when required.
- Contractor will be considered responsible for any loss to the Electrical works, during the progress of work. Hence, the Electrical contractor is advised to liaise with the Main Contractor (Furnishing Contractor).
- The Electrical Contractor to co-ordinate with the A.C. contractor/supplier for providing the necessary Power supply to the Indoor or Outdoor A.C. unit.

**Specifications & Brand names of Items to be used:**

- Electrical Accessories (Switches /Plugs/etc):  
(Make: Anchor ROMA model)
- Wires:  
(Make: Finolex – Flexible)
- Ceiling Fan / Wall fan: (Make: Crompton Greaves/ Hawells - white)
- M.C.B/ELCB : ( Make: Hager /Havells/ MDS )
- Cables: (Finolex )
- Decorative Spot/ Wall lights:(As advised by Architect)
- P L – Light Fixtures: ( Crompton )
- D.B. Box: (Make: Hager / MDS / Hawells )
- Ex. Fan ( Make: Crompton/Khaitan/Anchor)

**\*\* Electrical Contractor to obtain the Approval of the Concerned Authority before the Final Purchase of the Material.**

**\*\* Electrical contractor will have to provide the service whenever the execution work is undergoing.**

**\*\* Approvals from any authorities to be obtained by the Electrical Contractor.**

**\*\* LAST DATE FOR SUBMITTING OF TENDER IS 02-11-2012 BEFORE 14.00 Hrs.**

Contractor's Sign & stamp-----

































