



आंचलिक कार्यालय पटना  
ZONAL OFFICE PATNA



आंचलिक कार्यालय पटना में  
विट्रीफाइड टाइल्स फ्लोरिंग कार्य हेतु निविदा

TENDER FOR VITRIFIED TILES FLOORING WORKS  
AT ZONAL OFFICE PATNA

निविदा जारी किया गया  
Tender issued to:

.....  
.....

**Contact Details of Independent External Monitor (IEM):**

1. Shri Jagdip Narayan Singh [mail: jagadipsingh@yahoo.com]
2. Shri Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

निविदा का मूल्य: रुपये 1,000.00  
Cost of Tender: Rs. 1,000.00

सेन्ट्रल बैंक ऑफ इंडिया, आंचलिक कार्यालय पटना  
CENTRAL BANK OF INDIA, ZONAL OFFICE PATNA

निविदा आमंत्रण हेतु सूचना  
NOTICE OF INVITATION TO TENDER

दिनांक : 29.11.2022

सेवा में / To,

पटना अंचल के सूचीबद्ध आंतरिक साज - सज्जा ठेकेदार/ Empanelled Interior & Furnishing Contractors of Patna Zone.

- |                                |  |
|--------------------------------|--|
| 1. R S Enterprises             | 10. Modern Furnishers                    |
| 2. Décor India                 | 11. A One Electric & Co.                 |
| 3. Deva Enterprises            | 12. Ajay Furniture                       |
| 4. Maa Vaishno Enterprises     | 13. Ecliptic Enterprises                 |
| 5. Maa Enterprises             | 14. Merchandise Mart                     |
| 6. Perfect Ergonomics Pvt. Ltd | 15. Manglam Enterprises                  |
| 7. Aastha Enterprises          | 16. Natraj Electrical & Construction CO. |
| 8. Raj Construction            | 17. Electric Enterprise                  |
| 9. Jai Mata Di Enterprises     | 18. Bharti Fancy Furniture Works         |
|                                | 19. Bosework Industries Pvt. Ltd.        |

विषय: पटना अंचल कार्यालय में विट्रीफाइड टाइल्स फ्लोरिंग कार्य हेतु निविदा

Sub: TENDER FOR VITRIFIED TILES FLOORING WORKS AT ZONAL OFFICE PATNA.

आंचलिक कार्यालय पटना में विट्रीफाइड टाइल्स फ्लोरिंगकार्य हेतु मद रेट आधार पर एक बिड प्रारूप में मुहरबंद निविदाएं आमंत्रित की जाती है। निविदा दस्तावेज आप सेन्ट्रल बैंक ऑफ इंडिया के आंचलिक कार्यालय, व्यवसाय सहायक विभाग से रुपये 1,000.00 का मांग ड्राफ्ट सेन्ट्रल बैंक ऑफ इंडिया पटना के पक्ष ( गैर वापिसीयोग्य) से क्रय कर सकते हैं या फिर इसको बैंक वेबसाईट [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in) के माध्यम से डाउनलोड करके रुपये 1,000.00 का मांग ड्राफ्ट (गैर वापिसी योग्य) सेन्ट्रल बैंक ऑफ इंडिया , पटना के पक्ष में जारी हो के साथ प्रस्तुत कर सकते हैं।

Sealed tenders on item rate basis are requested for vitrified tiles flooring works at Zonal Office at Patna in Single Bid format. Tender Document may be purchased from Business Support Department, Central Bank of India, Zonal Office Patna, against payment of Rs 1,000.00 by way of DD/Banker's Cheque favouring Central Bank of India (non-refundable) payable at Patna or may be download from bank's website

www.centralbankofindia.co.in & submit it with Rs. 1000.00 DD favouring Central Bank of India, Patna (non-refundable) payable at Patna.

क्र. S. No.	विवरण PARTICULARS	विस्तृत विवरण DETAILS
1	कार्य की अनुमानित लागत <b>Estimated Cost of Work:</b>	₹ 2.47 लाख + जी एस टी Rs. 2.47 Lacs + GST
2	बयाना राशि रेखांकित डीडी के द्वारा <b>Earnest Money by crossed D.D.</b>	₹ 5,000.00 Rs. 5,000.00
3	के पक्ष में <b>In Favor Of</b>	सेन्ट्रल बैंक ऑफ इण्डिया, पटना Central Bank Of India, Patna
4	पूर्ण करने हेतु समय <b>Time of Completion:</b>	10 दिन 10 Days.
5	निविदा प्रस्तुत करने की दिनांक एवं समय <b>Date &amp; Time of submission of Tender</b>	दिनांक 05.12.2022 को 3:00 बजे तक या इसके पूर्व On or before 3:00 pm on dated 05.12.2022
6	वित्तीय बिड खुलने की दिनांक एवं समय <b>Time &amp; date of opening of Financial Bid</b>	दिनांक 05.12.2022 समय 3:30 बजे 3:30 pm on date 05.12.2022

बैंक के पास यह अधिकार सुरक्षित है कि वह बिना कोई कारण बताएं किसी अथवा सभी आवेदनों को स्वीकार अथवा अस्वीकार कर सकता है तथा ठेकेदार के चयन के संबंध में बैंक का निर्णय अंतिम होगा।

The bank reserves right to accept or reject any or all the application without assigning any reasons whatsoever and decision of the Bank in regard to selection of Contractor shall be final.

मुख्य प्रबंधक  
सेन्ट्रल बैंक ऑफ इंडिया  
आंचलिक कार्यालय  
पटना

Chief Manager  
Central Bank of India  
Zonal Office  
Patna



नि वि दा का आ वे द न  
FORM OF TENDER

प्रति,  
फील्ड महाप्रबंधक  
सैंट्रल बैंक आफ इण्डिया  
आंचलिक कार्यालय  
पटना

To,  
Zonal Head,  
Central Bank of India,  
Zonal Office,  
Patna.

कार्य का नाम : आंचलिक कार्यालय पटना परिसर में विट्रीफाइड टाइल्स फ्लोरिंग कार्य

**NAME OF WORK: VITRIFIED TILES FLOORING WORKS AT ZO PATNA PREMISES**

महोदय

Sir,

1. साईट का विजिट करने, ड्राईंग ,संविदा की शर्तों , संविदा की विशेष शर्तें , सामान्य विशिष्टीकरणों तथा विस्तृत विशिष्टीकरणों, उपरोक्त नाम के कार्य के निर्माण हेतु मात्राओं के बिल तथा सूचीओं का अवलोकन करने के बाद , इस निविदा की मात्राओं के बिल में बताई गई स्थिति के लिये मात्राओं के बिल , अनुसूची विशिष्टीकरण , संविदा की शर्तें ,उक्त ड्राईंग सहित इसके अनुरूप उक्त कार्य को पूर्ण करने ,रखरखाव करने तथा पूर्ण करने हेतु हम निर्माण करने हेतु प्रस्ताव करते हैं .

I/We Having visited the site and examined the drawings, conditions of contract, special conditions of contract, General specifications and detailed specifications, schedules and bill of quantities for the construction of the above named works, we offer to construct, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules and bill of quantities for the sum State in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

2. हम परिशिष्ट में दिये गये समय के भीतर संविदा में दिये गये सम्पूर्ण कार्य को पूर्ण करने तथा डिलीवर करने का वचन देते हैं

I/We undertake to complete and deliver the whole of the works comprised in the contract within the time State in the appendix hereto.

3. हम परिशिष्ट में दिये गये /दर्शाये गये परिनिर्धारित क्षतियों/हानियों हेतु हमने अलग से स्वतंत्र रूप से विचार किया है तथा इस बात से सहमत हैं कि समय पर कार्य पूर्ण नहीं होने पर आपको होने वाली हानियों के उचित अनुमान का प्रतिनिधित्व करता हैं

I/We have independently considered the amount of liquidated damages shown in the Appendix hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.

4. हम लिफाफा खुलने की दिनांक से या इसकी प्राप्ति हेतु निर्धारित दिनांक से **120** दिन या नियोक्ता द्वारा जैसी अपेक्षा विस्तार हेतु की गई है का इस निविदा के द्वारा पालन करने हेतु सहमत हैं तथा यह हम पर बाध्यकारी रहेगा तथा इस अवधि की समाप्ति के पूर्व किसी भी समय इसको स्वीकार किया जा सकता है

I/We agree to abide by this tender for the period of 120 days from opening of envelope or extension there of as required by the employer from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5. हम इसके परिशिष्ट में सारांशित किये गये या दिये गये संविदा की सामान्य शर्तों या करार में संदर्भित दरों तथा अवधि हेतु पुष्टि करते हैं तथा इनका पालन करने हेतु सहमति देते हैं

I/We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.

6. यदि यह निविदा स्वीकार किया जाता है तो, हम नियोक्ता द्वारा जब भी बुलाया जाता है, संविदा करार निर्धारित प्रारूप में अपने खर्च पर निष्पादित करने का वचन देते हैं, जब तक औपचारिक करार तैयार नहीं हो जाता है तथा यह करार लिखित सहमति सहित निष्पादित नहीं हो जाता है, यह संविदा हमारे बीच बंधनकारी होगा. If this tender is accepted, I/we undertake to enter into and execute at our cost, when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.

7. हम समझते हैं कि हमारा निविदा स्वीकार होता है तो हम संयुक्तरूप से तथा अलग अलग संविदा का अच्छी तरह से निष्पादन हेतु जिम्मेदार हैं

We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

8. हम यह मानते हैं कि आप अपने पास प्राप्त किसी भी निविदा को बिना कारण बतायें या कोई स्पष्टीकरण दिये या सबसे कम दर की निविदा को भी स्वीकार करने हेतु बाध्य नहीं हैं तथा आप सभी या किसी निविदा को निरस्त कर सकते हैं या संपूर्ण कार्य को किसी एक कान्ट्रेक्टर को दे सकते हो या इस कार्य को एक से अधिक कान्ट्रेक्टरों में विभाजित कर सकते हैं.

We understand that you are not bound to accept the Lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the contractor or divide the work to more than one contractor without assigning any reason or giving any explanation whatsoever.

कान्ट्रेक्टर /फर्म की हस्ताक्षर एवं मुहर

**Seal & Signature of Contractor(s)/ Firm**



निविदा के फार्म हेतु परिशिष्ट  
**APPENDIX TO FORM OF TENDER**

दोष देयता अवधि <b>Defects Liability period</b>	प्रतिरूप पूर्ण की दिनांक से 12 माह 12 Months from the date of virtual completion.
शुरू होने की दिनांक <b>Date of commencement</b>	कान्ट्रेक्टर को जारी स्वीकार पत्र दिनांक से 07 दिन या कान्ट्रेक्टर को साईट का कब्जा लेने के निर्देश देने का दिन, जो बाद में हो 07 days from the date of acceptance letter issued to contractor or day on which the contractor is instructed to take possession of the site whichever is later.
पूर्ण होने का समय <b>Time of completion</b>	प्रारंभ दिनांक से 10 दिन 10 Days from the date of commencement.
अंतिम माप की अवधि <b>Period of Final Measurement</b>	प्रतिरूप पूर्ण की दिनांक से 01 माह One month from the date of virtual completion
परिनिर्धारित नुकसान <b>Liquidated damages</b>	1 प्रतिशत प्रति सप्ताह टेण्डर में दर्शायी गयी संविदा राशि का अधिकतम 10 प्रतिशत स्वीकार की गयी अनुबंध राशि की सीमा के अधीन 1% of the tendered amount shown in the tender per week subject to the ceiling of 10% of the accepted contracted sum.
अंतरिम प्रमाणपत्र /बिल हेतु कार्य का न्यूनतम मूल्य <b>Minimum value of work for interim certificate/bill</b>	निरंक NIL
प्रारंभिक प्रतिभूति डिपोजिट <b>Initial Security Deposit</b>	2% of accepted value of tender including the earnest money deposit is to be paid by contractor on acceptance of work order. कार्य आदेश स्वीकार होने पर कान्ट्रेक्टर के द्वारा पेड की जाने वाली बयाना राशि को शामिल करके टेण्डर की स्वीकार मूल्य का 2%
रोकरखने योग्य प्रतिशत <b>Retention percentage</b>	प्रत्येक अंतरिम बिल से स्वीकृत राशि का 8.00% 8.00% of the cost of the work from each interim bill.
ईएमडी, प्रारंभिक प्रतिभूति डिपोजिट,, रोकरखने योग्य राशि शामिल कर कुल प्रतिभूति की वापसी <b>Refund of total security comprising of EMD, Initial security deposit, Retention Money</b>	क्षेत्रीय कार्यालय द्वारा जारी प्रतिरूप पूर्णता प्रमाणपत्र की दिनांक को 50 प्रतिशत राशि. कुल प्रतिभूति की बकाया 50 प्रतिशत राशि इंजीनियर से जारी "कोई दोष नहीं प्रमाणपत्र" के प्राप्त होने तथा दोष देयता अवधि के समाप्त होने के 14 दिन बाद जारी की जायेगी 50% of money will be released on issue of virtual completion certificate by Bank's Engineer. Remaining 50 %of Total Security deposit will be released 14 days after the end of the defect liability period & upon receipt of "no defect certificate" from the Engineer.
उपाधि प्रमाणपत्र की अवधि <b>Period of honoring Certificate</b>	बैंक के इंजीनियर से प्राप्त प्रमाणपत्र की दिनांक से 15 दिन 15 days from date of receipt of certificate from the Bank's Engineer.



## करार के अन्तर्नियम \*

### ARTICLES OF AGREEMENT \*

करार के अन्तर्नियम आज दिनांक .....दिन ..... 2022 एक पक्ष सेन्ट्रल बैंक आफ इण्डिया, बैंकिंग कम्पनी (उपक्रमों का अधिग्रहण एवं अंतरण) अधिनियम 1970 के तहत गठित कारपारेट निकाय, जिसका प्रधान कार्यालय मुम्बई में हैं (यहां इसके पश्चात "नियोक्ता" कहा गया है) तथा मेसर्स ..... (यहां इसके पश्चात "कान्ट्रैक्टर" कहा गया है) में इसके कानूनी वारिस /उत्तराधिकारी अन्य पक्ष होंगे.

This agreement made this.....day of .....two thousand twenty two between **Central Bank Of India**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, having its Head Office at MUMBAI (herein after called "**The Employer**") of the ONE PART and M/s ..... herein after called "**The Contractor**" which includes it's heir/successors of the OTHER PART.

चूंकि नियोक्ता एक निश्चित कार्य को निष्पादित करवाने की इच्छा रखता है जैसे आंचलिक कार्यालय पटना में विट्रीफाइड टाइल्स फ्लोरिंग कार्य हेतु तथा कान्ट्रैक्टर के द्वारा सहमति / स्वीकार पत्र दिनांक.....के द्वारा दिये गये टेण्डर को सहमति/स्वीकार करने की बाद इसके निष्पादन, पूर्ण करने तथा ऐसे कार्य का रखरखाव करने के लिये अब निम्नानुसार करार साक्ष्य किया जाता है WHEREAS the Employer is desirous of certain works should be executed viz. Vitrified Tiles Flooring at Zonal Office Patna premises for **Central Bank Of India, Zonal Office, Patna** & has by letter of acceptance dated ..... accepted a tender by the contractor for the execution, completion, and maintenance of such works, now THIS AGREEMENT WITNESSES as follows :

**4.1** इस करार के शब्द एवं व्याख्या का वही अर्थ होगा जोकि इसमें इसके पश्चात संदर्भित संविदा की उक्त शर्तों में क्रमशः किया गया है:

In this agreement words & expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to:

**4.2** निम्नलिखित दस्तावेज इस करार के रूप माने जायेंगे तथा इस करार के भाग के रूप में पढ़े जायेंगे जैसे कि

The following documents shall be deemed to form & to read construed as part of this agreement, viz.

i) मूल टेण्डर दस्तावेज ii) संबंधित पत्राचार सभी पत्र / पत्राचार संविदा के अंग होंगे तथा सहमति/स्वीकार पत्र में संदर्भित किये गये हैं iii) सहमति/स्वीकार पत्र iv) मात्राओं का बिल v) ड्राईंग vi) समय तथा प्रगति चार्ट vii) अन्य अतिरिक्त दस्तावेज जो अपेक्षित हैं

i) Original tender document. ii) Relevant correspondence all letters/correspondence forming part of contract and referred to in acceptance letter. iii) Acceptance letter. iv) Bill of quantities. v) The drawings. vi) Time and progress chart. vii) Other additional documents as required,

a)

b)

c)

viii) करार के अंतर्नियम

Article of Agreement.

4.3 उपरोक्त कथित दस्तावेज समपूरक के रूप में लिये जायेगें तथा एक दूसरे के आपसी व्याख्यात्मक होंगें किन्तु विसंगितियों की संशयात्मक स्थिति होने पर बैंक द्वारा जारी अध्यतन दस्तावेज पूर्व के दस्तावेजों से अधिक महत्वपूर्ण होगा.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over on earlier documents.

4.4 यहां इसके पश्चात उल्लेखित कान्ट्रेक्टर को नियोक्ता के द्वारा किये जाने वाले भुगतान के प्रतिफल में , कान्ट्रेक्टर एतदद्वारा नियोक्ता को संविदा के प्रावधानों के अनुरूप सभी प्रकार कार्य निष्पादित, पूर्ण तथा बनाये रखने का वचन देता है

In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.

4.5 नियोक्ता एतदद्वारा कार्य को बनाये रखने, पूर्ण करने ,निष्पादित करने के प्रतिफल में ऐसी राशियां भुगतान करने का वचन देता है जोकि कथित शर्तों में निर्धारित तरीकों में तथा संविदा में निर्धारित मात्राओं के बिल / मात्राओं की मूल्य अनुसूची में समय(यों) में देय होंगी

The employer hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities/bill of quantities prescribed in the contract.

इसके साक्ष्य स्वरूप पक्षकारों ने उपरोक्त प्रथम लिखित दिन, माह तथा वर्ष को अपनी अपनी संबंधित सामान्य मुहर लगाकर (या अपने संबंधित मुहर एवं हस्ताक्षर कर ) अपने अपने हस्ताक्षर किये

IN WITNESS where of the parties here to have caused their respective common seals to be hereunto affixed (or have here un to set their respective hands and seals) the day, month and year first above written.

के द्वारा हस्ताक्षर किये मुहर लगाई एवं डिलीवर किये

SIGNED AND SEALED AND DELIVERED BY THE

कथित Said \_\_\_\_\_

कथित said

(नाम Name \_\_\_\_\_)

(नाम Name \_\_\_\_\_)

कान्ट्रेक्टर की ओर से  
on behalf of the contractor

नियोक्ता की ओर से  
on behalf of the employer

की उपस्थिति में In the presence of

की उपस्थिति में In the presence of

नाम Name: \_\_\_\_\_

नाम Name: \_\_\_\_\_

पताAddress: \_\_\_\_\_

पताAddress: \_\_\_\_\_

\* यह फार्म निविदा दस्तावेज में निविदाकर्ताओं के केवल सूचनार्थ शामिल किया गया है. केवल सफल निविदाकर्ता को समय आने पर इसको स्टाम्प पेपर पर पूर्ण करना होगा

This form is included in the tender documents only for the information of the tenderers. Only the successful tenderer will be, in due course, required to complete the form on stamp paper of appropriate value.





## **SECTION I**

### **GENERAL RULES & INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS**

- 1.0** Tenders are hereby invited on behalf of **Central Bank of India- Zonal Office Patna** for the Contract documents consisting of the plans, complete specifications, the schedule of quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the person/firm whose tenders may be accepted and which will also be found in the form of tenders, can be seen/purchased at the **Central Bank Of India, Zonal Office Patna** between normal working hours of one day prior to the last day of submission of the tenders & except on Sundays & Bank holidays. The site for the work is available.
- 2.0** Tenders, which should always be placed in sealed cover, with the name of the project written on the envelope will be received by **Sr. Manager, BSD, ZO Patna** up to 05.12.2022 at 3.00P.M. & will be opened by Tender opening committee at Zonal office Patna on dated 05.12.2022 at 3.30 hrs.
- 3.0** In case of two part tenders, dates of submission opening of the tenders & the part thereof along with the superscription on the packages should be as per specific instruction on the tender notice/ form.
- 4.0** Tenders are to be on the prescribed form which can be obtained from the office of **Zonal Head, Central Bank of India, Zonal Office, Patna** on payment of a sum of ₹ 1,000.00, in DD Favoring Central Bank of India payable at Patna.
- 4.i** The time allowed for the carrying out of the work will be **10 days** from the date of commencement of the work.
- 5.0** The Contractors should quote in figures as well as in words the rate, & amount tendered by them. The amount for each item should be worked out & the requisite totals given.
- 6.0** While a contractor signs a tender in an Indian language the percentage above or below & tendered amount & the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
- 7.0** Issue of tender form will be stopped one day before the date fixed for the opening of tenders.
- 8.0** Earnest money, amounting to **Rupees Five Thousand only (₹ 5,000.00) Only**, in the form of Bank Draft drawn in favor of "**Central Bank Of India**", payable at Patna must accompany each tender and each tender is to be in a sealed cover super scribed "Tender for vitrified tiles flooring works at Zonal Office Patna" and addressed to The Asst. General Manager, BSD, Central Bank Of India, Zonal Office, Patna, (Bihar). The EMD of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.
- 9.0** The acceptance of a tender will rest with the Central Bank of India, The Bank reserves the right to accept or reject any or all the tenders received without the assignment of any reasons. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.  
  
The bank reserves the right to accept the tender in full or in parts and that tenderer shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
- 10.0** Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing will be liable to rejection.
- 11.0** All item rates shall be quoted on the proper form of the tender alone.
- 12.0** An item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
- 13.0** On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Engineer shall be communicated to the Employer.
- 14.0** Special Care should be taken to write the rates in figures as well as in words & the amounts in figures only, in such a way that interpretation is not possible. The total amount should be written both in figures & in words. In case of figures, the words "Rs" should be written before the figure of rupees & words "P" after the decimal figures, e.g. Rs.2.15p. & in case of words, the word "Rupees" should precede & the word "Paisa" should be written at the end, unless the rate ids in whole rupees &

followed by the words “Only”, it should invariably be up to two decimal places. While quoting the rates in schedule of quantities, the word “Only” should be written closely following the amount & it should not be written in the next line.

- 15.0** The bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 16.0** All taxes including Sales Tax or any other tax on material or finished works like’s work’s contract tax, turnover tax etc. in respect of this contract & the Bank will not entertain any claim whatsoever in this respect except GST.
- 17.0** The contractor shall give a list of his relatives working with the bank along with their designations and addresses.
- 18.0** No employee of the Bank is allowed to work under or as a contractor for a period of two years after his retirement from Bank services, without the previous permission of the Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as aforesaid before submission of the tender or engagement in the contractor's service.
- 19.0** The tender for works shall remain open for acceptance for a period of 120 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period, then bank shall be at liberty to forfeit Earnest Money paid along with the tender.
- 20.0** The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the said work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
- 21.0** It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter in to an agreement, for each component with the competent authority in the bank.
- 22.0** The tenderer, apart from being a competent contractor must associate himself with the agencies of the appropriate class who are eligible for (i) Electrical (ii) Sanitary & water supply installations and (iii) Fire Alarm.
- 23.0** In addition, for MSME firms, the tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with District Industries, Centers or Khadi and village Industries board or Coir Board or NSIC or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of Micro, Small & Medium Industry under MSME are exempted from payment of Earnest Money Deposit & Tender Fees. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with NSIC or any other body as stated above).

**Signature of the Competent Authority,  
CENTRAL BANK OF INDIA,  
ZONAL OFFICE PATNA**

**SECTION II**  
**GENERAL CONDITIONS OF CONTRACT**

Except where provided for in the description of the individual items in the Schedule of Quantities & in the specifications & conditions laid down hereinafter & in the drawings, the work shall be carried as per standard specifications & under the directions of the Employer/Architects.

**1. INTERPRETATION**

In construing these conditions, the specifications, the schedule of quantities, tender & Agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires :

- i) **Employer:** The term employer shall denote Central Bank of India with their head office, at MUMBAI, & any of its employees or representative authorized to act on their behalf.
- ii) **Architects/Consultants:** The term Architects/Consultants shall mean Bank's Engineer or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s as the Employer shall nominate for the purpose. The architect with the approval of the Bank may engage a local Architect/ Consulting Engineer for supervision & co- ordination of the work at the site. He will be considered a representative of the Architect. The Bank may also engage a Project Management Consultant (PMC) for the supervision of the work. He will be designated by the term PMC & work as Employer's agent at the site.
- iii) **Contractor:** The term Contractor shall mean .....(name & address of the contractor) & his/their heirs, legal representatives assigns & successors.
- iv) **Site:** The site shall mean the site where the works are to be executed as shown within boundary on the Site Plan including any building & erections there on allotted by the Employer for the Contractor's use.
- v) **Site Engineer:** The Site Engineer shall be appointed by the Bank. The Bank may also determine the number of Site Engineers & the supporting staff at site office to assist them & also whether the Site Engineer shall be temporary or permanent. As far as possible, the Site Engineer should assume charge of his post before the Contractor reports on site of work. Where more than one Site Engineer is appointed, one of them shall be designated as senior Site Engineer by the Premises Department & the other Site Engineers shall be reporting to the Senior Site Engineer. Wherever PMC is engaged, Site Engineer, if any, will work in close co-ordination with PMC.
- vi) **Drawings :** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities & any further drawings which may be supplied or any other instruction, which may be given by the employer during the execution of the work.  
  
All the drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site & the Employer/Architects/PMC shall be given access to such drawings or schedule of quantities whenever necessary.  
  
In case any detailed Drawings are necessary, contractor shall prepare such detailed drawings &/or dimensional sketches therefore & have it confirmed by the Employer/Architects/PMC as case may be prior to taking up such work.  
  
The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications & schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.
- vii) "The works" shall mean the work or works to be executed or done under this contract.
- viii) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any Amending Statutes.
- ix) "The Schedule of Quantities" shall mean the schedule of quantities as specified & forming part of this contract.
- x) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

**2. SCOPE**

The work consists of Vitrified Tiles Flooring works at Zonal Office Central Bank of India, Patna, in accordance with the "Drawings" & "Schedule of Quantities". The work included in this contract consists of

a. Providing and fixing vitrified tiles for flooring works.

It includes furnishing all materials, labor, tools and equipment and management necessary for, and incidental to, the construction & completion of the work. All work, during its progress and upon completion shall confirm to the lines, elevations and grades as shown on the drawings furnished by the Employer/Architects. Should any detail essential for efficient completion of the work be omitted from the drawings & specifications it shall be the responsibility of the contractor to inform the Employer/Architects & to furnish & install such detail with Employer's / Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer or his agent (PMC) may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively, referred to as "The Employer's / Architect's instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawing or between the schedule of quantities and/or drawings and/or specifications.

- c) The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition/removal and/or re-execution of any work executed by the contractors.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his Agent/ Architect's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer's or his Agent/ Architect's shall, if involving a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer's or his Agent/ Architect's. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in clause "variations".

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

### **3. TENDERER SHALL VISIT THE SITE**

Intending Tenderer shall visit the site & make himself thoroughly acquainted with the local site conditions, nature and requirements of the works, facilities of transport conditions, effective labour and materials, accesses and storage for materials. The Tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in drawings. The successful Tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

### **4. TENDERS**

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

(Also see para 16 of General Rules & Instructions for the Guidance of Tenderers).

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

- i) The "Rate" column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each subhead as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The "Rate Column" for alternative items shall be filled up.
- v) The "Amount" column for alternate items of which the quantities are not mentioned shall not be filled up.
- vi) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

No modifications, overwriting or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason. The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

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

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump sum charges as will be assessed to be payable by the employer.

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

The tenderer shall note that his tender shall remain open for consideration for a period of 120 days from the date of opening of the tender.

### **5. AGREEMENT**

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

## **6. GOVERNMENT AND LOCAL RULES**

The contractor shall conform to the provisions of all local By-laws and acts relating to the work and to the regulations etc. of the Government and local authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said act, rules, regulations and Byelaws etc. and pay all fees payable to such authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. He shall indemnify the employer against such liabilities and shall defend all actions arising from such claims or liabilities.

## **7. TAXES AND DUTIES**

The tenderers must include in their tender prices quoted for all duties, royalties, cesses and sales tax, or any other taxes or local charges, if applicable except GST. The certificate in respect of T.D.S. shall be issued by the Bank as per rate. No claim whatsoever on this account shall be entertained. Tax invoice must be submitted for payment as and when applicable. GST will be paid as applicable. Any change in GST rate will be applicable as and when notified by Govt.

## **8. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. Variations in the value is however not expected to be more than  $\pm 25\%$ .

## **9. OTHER PERSONS ENGAGED BY THE EMPLOYER**

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co-operations in this regard.

## **10. EARNEST MONEY**

The tenderer will have to deposit an amount of Five Thousand only (Rs. 5,000/-) in the form of Bank draft / Banker's Cheque drawn in favor of "Central Bank of India, Patna" at the time of submission of tender as an Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The retention amount will be refunded to the contractor fourteen days after the defect liability period, provided the contractor has satisfactorily carried out all the works and attended to all the defects in accordance with the conditions of contract. No interest is allowed on Retention Money.

## **11. CONTRACTORS TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from & if the contractor finds any discrepancies therein, he shall immediately & in writing refer the same to the Employer / Architect/ PMC whose decision shall be final and binding. The contractor shall provide himself for ground & fresh water for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price. No extra payments will be allowed for incidental or contingent work, labor and/or materials inclusive of all taxes and duties whatsoever except for specific taxes, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost for the execution of any work, all tools tackles, machinery and equipment's and all the necessary scaffolding, , watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such scaffolding, etc. as occasion shall be required or when ordered to do so and shall fully reinstate and make good all matters and things distributed during the execution of works to the satisfaction of the Employer/Architect.

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

## **12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART**

1. **Time of completion:** The entire work is to be completed in all respects within the stipulated period. The work shall deem to be commenced within seven days from the date of acceptance letter issued to the contractor or the day on which contractor is instructed to take possession of site, whichever is latter. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as completed until the Employer have certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

2. **Extension of Time :** If, in the opinion of the Employer/Architect/ PMC the works be delayed,(a) By reason of any exceptionally inclement weather, or (b) by reason of instruction from the employer in consequence of proceedings taken of threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) By reason of authorized extra and additions or (e) By reason of any combination of workmen or strikes or lockout effecting any of the building trades or (f) From other causes which the employer may consider are beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of the time for completion in respect therefore. In the event of the

Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for an extension of time as above provided. The decision of the Employer as to the period to the allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lockout and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 13, with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.

3. **Progress of work :** During the period of construction the contractor shall maintain proportionate progress on the basis of a programmed chart submitted by the contractor immediately before commencement of work and agreed to by the employer/Engineer. Contractor should also include planning for procurement for scarce material well in advance and reflect the same in the programmed chart so that there is no delay in completion of the project.

### 13. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer/Architect within the stipulated period, the contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un commenced or unfinished after the expiry of the completion date.

a)	For contracts having time for completion 6 months & Less.	1.00% of the estimated amount shown in the tender per week subject to a ceiling of 10% of the accepted contracted sum.
b)	For contracts having time for completion exceeding 6 months but not exceeding 24 months.	0.5% of the estimated amount shown in the tender per week subject to a ceiling of 7.5% of the accepted contracted sum but not exceeding the total S.D. of the contract.
c)	For contracts having time for completion in excess of 2 years (24 months).	0.25% of the estimated amount shown in the tender per week subject to a ceiling of 5% of the accepted contracted sum but not exceeding the total S.D. of the contract.

### 14. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS & SITE OFFICE REQUIREMENTS

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

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants and other insects.

The contractor shall provide at site at his own cost all artificial light required for the work and to enable other contractors and subcontractors to complete the work within the specified time.

The Contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendants, lights etc. required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction and all receptacles, cisterns, water tanks etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the employer against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

#### Protective Measures

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

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

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

#### Storage of materials

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of subcontractors and remove same on completion.

## **Tools**

All instruments like steel tape etc. which is found necessary for the works shall be provided by the contractor for due performance of the contract.

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

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

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plants etc. by subcontractors for their work.

## **15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The Contractor shall confirm to the provisions or any acts of the legislature relating to the work, and to the regulations and By-Laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have constructed and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Employer/Architects written notice, specify the variations proposed to be made and the reasons for making them and apply for instructions thereon. the Employer on receipt of such intimation shall give a decision with a reasonable time.

The Contractors shall arrange to give all notices required for by the said acts, regulations or By-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer

The contractor shall indemnify the employer against all claims in respect of patent rights, royalties, damages to buildings, roads or member of public in course of execution of work and shall defend all actions arising from such claims and shall keep the employer saved harmless and indemnified in all respects from such actions, costs and expenses.

## **16. CLEARING SITE AND SETTING OUT WORKS**

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any parts of the works the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the employer. The contractor shall further set out the work to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

## **17. ACCESS**

Any authorized representative of the Employer/Architect shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer, no person shall be allowed at any time without the written permission of the Employer.

## **18. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

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

If required by the Employer/Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer at his own cost to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of mould, (in case of concrete cube), transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account would in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales taxes, octroi and other charges and must be the best of their kind available and contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer/Architect when so directed by the Engineer/Architects and written approval from Employer/Architect must be obtained prior to placement of order. The approved samples shall be kept with the Employer till the completion of work.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

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

## **19. REMOVAL OF IMPROPER WORK**

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architect are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the employer

shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

## **20. SITE ENGINEER / PROJECT MANAGEMENT CONSULTANT**

The term, "Site Engineer / PMC" shall mean the person / agencies appointed & paid by the Employer to superintend the work. The contractor shall afford the Site Engineer /PMC every facility and assistance for examining the works and materials for checking and measuring work and materials. The Site Engineer/PMC shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, additions, alterations, deviations, or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer/PMC shall have power to give notice to the contractor or to his foreman of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to time be examined by the Architects, Engineer from the premises department of the Employer and the Site Engineer if any. But such examination shall not in any way exonerate the contractor from the obligation to remedy defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employer or his representative.

## **21. CONTRACTOR'S EMPLOYEES**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connections with the work persons having the appropriate skill or ability to perform their job efficiently.

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

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

Any laborer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation's including the requirements of:

- a) The payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contractor Labor (Regulation & Abolition) Act, 1970 and Central Rules 1974.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen or any other person and all costs and expenses as any be incurred by the Employer in connection with any claim that may be made by any workman or any other person.

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

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

## **22. DISMISSAL OF WORKMEN**

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

## **23. ASSIGNMENT**

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

## **24.DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.**

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

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



The contractor shall affect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected for the very initial stage. The contractor shall also be responsible for anything which may be excluded from the damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The employer shall be at liberty and hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums including the total security deposit due or to become due to the contractor.

## **25. INSURANCE**

Unless otherwise instructed the contractor shall insure the works for all risk (include fire, flood, earthquake & third party) of the contractor for total tender value and keep them insured until the virtual completion of the contract against any loss or damage of the material and of the project. The insurance must be placed with a company approved by the Employer in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer. Further the premium of such sum being allowed, to the contractor, as an "authorized extra".

The contractor shall deposit the policy and receipt premium paid with the Employer within 21 (twenty one) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstate by Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or rein-statement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

## **26. ACCOUNTS RECEIPT & VOUCHERS**

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

## **27. PRIOR NOTICE FOR MEASUREMENTS**

Before taking any measurement of any work the site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

## **28. PAYMENTS**

All Bills shall be prepared by the contractor in the form prescribed by the Employer/ Architects. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as dated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done & must show deductions from all previous payments, retention money, etc.

The Employer / Engineer shall issue a certificate after the due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer & the contractor shall be entitled to payment thereof, within the period of honoring the certificates named in these documents. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the contractor for the smooth progress of work.

The amount state in the interim certificate shall be the total value of work properly executed & 75 % of the invoice value of material brought to site for permanent incorporation into the work up to the date of the bills less the amount to be retained by the employer as retention money vide clause 10 of these conditions & less instalments previously paid under these conditions, provided that such certificates shall only include the value of said material & goods as & from such time as they are reasonably, properly & not prematurely brought to or placed adjacent to the work & then only if adequately protected against the weather or other casualties.

The Employer will deduct retention money as described in clause 10 of these conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All interim payments shall be regarded as payments by way of advance against the final payment only & not as payments for the work actually done & completed, & shall not preclude the requiring of bad, unsound & imperfect or unskilled work to be removed & taken away & reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement & adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the site Engineer & payment shall be made within three months.

## **29. FINAL PAYMENTS**

The final bill shall be accompanied by a certificate of completion from the Employer/ Engineer. Payments of final bill shall be made after deduction of Retention Money as specified in clause 10 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's / Engineer's certificate that the contractor has rectified all defects to the satisfaction of the Employer / Architects. The acceptance of payments of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

## **30. VARIATION/DEVIATIONS**

The price of all such additional items/ non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or an engineering rate analysis based on prevalent fair price of labor, material & other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up to variations of 25%. For variations beyond 25%, the rates for the respective items may be reviewed on mutually agreed terms.

### **31. SUBSTITUTION**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Architect/Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer/Architect has to be obtained in writing.

### **32. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

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

On completion, the contractor shall clean all windows and doors including the cleaning and oiling, if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

### **33. CLEARING SITE ON COMPLETION**

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

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkages or other faults which may appear within 6 months after completion of the work. In default, the employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the employer, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause No. 10 together with any expenses the Employer may have incurred in connection therewith.

### **34. CONCEALED WORK**

The contractor shall give due notice to the Employer / Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the option of the Employer/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architect shall be accepted as correct and binding on the contractor.

### **35. ESCALATION**

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) & will not be subject to any fluctuation due to increase in cost of materials, labor, sales tax, octroi, etc. unless specifically provided in these documents.

The price variation clause being adopted by the RBI may be followed, if such a situation arises on a case to case basis.

Further in case of variation in the wages of labor due to statutory enactments like the revision of the Minimum Wages Act by more than 10%, the increase in actual cost due to implementation of the statutory provision based on the number & category of labor actually borne on the Muster during the period under consideration may also be considered, if provided in the tender.

### **36. IDLE LABOUR**

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

### **37. SUSPENSIONS**

If the contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or 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 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clauses 38 (Termination of contract by Employer).

### **38. TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in numbers or amount of his creditors or shall enter into a Deed or arrangement with his creditors or if the official assignee in insolvency of the receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's appointed by court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and the creditors of the contractor, or

shall assign charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercised such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear day's notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the bank may not withstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works and the contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of fourteen days after receipt by him. The employer may sell the same by Public Auction and shall give credit to the contractor for the amount so released. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

### **39. ARBITRATION**

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

For the purpose of appointing the sole Arbitrator referred to above, the employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the Organization for which the work is executed.

The Contractor shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the employer within thirty days of receipt of the names. The employer 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 component authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the persons named and get appointed him as a Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the person from the panel as the Sole Arbitrator and communicate his name to the Employer.

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

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

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

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

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

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

The award to the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being enforce, shall apply to the Arbitration proceeding under this clause.

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

**SECTION III**  
**SPECIAL CONDITION OF CONTRACT**

**1. MATERIALS PROVIDED BY EMPLOYER**

i)The Employer may reserve to themselves the right to provide certain materials as mentioned for the work at the time of awarding contract or during the progress of the work and these shall be jointly inspected by the Engineer and the contractor before issue of materials. Suitability and sufficiency of the material shall be checked by the contractor.

ii) After the materials are received, the contractor shall not decline to accept responsibility for the proper quality, safety and sufficiency of the resulting work or structure by alleging defects of materials received from the Employer.

iii)The value of materials provided by the Employer shall be calculated at the prevalent market rates/invoice rates including all taxes, duties transportation, labor and other incidentals by the Engineer and the amounts shall be deducted in full from the interim Bill of the contractor as and where applicable.

iv) For all materials, issued free of cost to the contractor, the rates for such complete, items shall be suitably modified/varied by the Engineer, unless otherwise provided for in the contract.

v) Wastage of extra quantity of materials used by the contractor over and above the allowed quantity as determined by the Engineer shall be taken as unnecessary and unauthorized and such use/wastage shall be at the cost of the contractor.

The Employer will not be bound to take back such materials found surplus with the contractor either before or after the completion of work or on an earlier termination of the contract, unless otherwise provided for in the contract.

vi) On loss or damage of any such materials, it shall be replaced by the contractor with the same quality/brand with the approval of Engineer or the value of such material would be recovered from interim bill of the contractor at the prevalent market rate, as would be appropriate in the opinion of the Engineer.

1.2(i) The contractor will be required to pay all taxes levied by the Central and/or State Governments on such part of his profit in respect of the contract as in chargeable therewith under the laws for the time being in force.

1.2(ii) The contractor's staff will be liable to pay all taxes levied by the Central and/or Union Governments on such of their salaries as are chargeable there with under the laws for the time being in force and the contractor shall conform such duties in regard to the deduction thereof as may be lawfully imposed on him.

1.2(iii) Contractor shall have to produce the certificate from the manufacturer or their authorized dealers for all procured products confirming use of specific materials at site.

**2. ELECTRICITY AND WATER**

2.1 The Contractor shall be provided Electricity and water at one point only by the Bank and Bank will not charge for these facilities.

2.2 Regarding all factory made products for which I.S.I. marked products are available, only products bearing I.S.I. marks shall be used in the work unless otherwise mentioned in the list of approved make of material in the tender.

2.3 CARE FOR EXISTING PROPERTY: The Contractor shall make all necessary arrangements as required by the Employer to ensure that all existing property of the Owner are not damaged or disrupted by the Contractor in any way. If in spite of his best efforts there is some disruption, or loss occurs, the Contractor shall reinstate and make it good as early as possible without any additional cost to the Owner.

**3.DRAWINGS:** Some of the detailed drawings may not be ready at the time of placing the order. The Contractor will have to proceed with the work till such time such drawings are released. The Contractor shall have absolutely no claim on the Owner on this account. Efforts will be made however, to release drawings progressively to have un-interrupted progress. Contractor will prepare/Shop drawings wherever required by Bank/Architects.

**SECTION IV**  
**M E A S U R E M E N T**

**1. MEASUREMENT**

- 1.1 The number of pages for measurements alone shall be 100 per book. If convenient, the measurement book may be provided with perforated sheets, in triplicate, for dispatch to concerned authorities. The pages shall be serially machine numbered. The book shall be in the custody of the Site Engineer.
- 1.2 In addition to pages for measurements, pages shall be provided for index. Instructions, Certificate of Condition (wholeness) of the Book and Record of handling and taking over.
- 1.3 Each book shall bear an identifying number.

**2. RECORDING OF MEASUREMENTS**

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

**3. CONCEALED WORK**

- 3.1 The contractor shall give due notice to the Employer whenever any work is to be covered up in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default where of the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the employer shall be accepted as correct and binding on the contractor.
- 4.** The following instructions shall be borne in mind while taking measurements.
- 4.1 The work shall be measured in the same sequence as constructed.
- 5.** Checking of Measurements: Checking of the measurements shall be as under.
- 5.1 It shall not be perfunctory and should result in revealing errors, accidental or deliberate, by the staff. It should also serve as a process of instruction to junior staff:
  - 5.2 Measurements recorded shall be checked not less than 25% by Bank's representative from the Zonal Office and 100% measurement by the external / panel architect.

**SECTION V**  
**SAFETY CODE**

**SCAFFOLDS**

1. 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 450 mm and a maximum rise of 300 mm. Suitable hand hold 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 and 1 vertical).
2. Scaffolding or staging more than 4m, 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 1 m, 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 so fastened as to prevent it from swaying from the building or structure.
3. 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 4 m, 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.
4. 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 1m.  
Where ever 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 the excavations.
5. 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 side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3M, in length for longer ladders this width shall be increased at least 20 mm for each additional meter of length.
6. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

**OTHER SAFETY MEASURES**

7. All personnel of the Contractor working with in the plant 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.
8. 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.
9. The contractor shall take all the measures on the site of the work to protect the public from accidents & shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing o neglect of the above precaution & to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

**PERSONAL SAFETY EQUIPMENTS**

10. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for used of the person 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.
  - a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - b) Those engaged in white washing and mixing or stacking or cement begs or any materials which are injurious to the eyes shall be provided with protective goggles.
  - c) Those engaged in welding works shall be provided with welder's protective eye sights lids.
  - d) 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 so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - e) 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. Wherever men above the age of 18 years are employed on the work of lead painting, the following precaution should be taken:
    - i) No paint containing led or led products shall be used except in the form of paste or ready made paint.
    - ii) 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 scrapped.
    - iii) Overalls shall be supplied by the Contractor to the workman and adequate facilities shall be provided, to unable the working painters during the execution of work.
11. The 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.

**SECTION VI**  
**MODEL RULES FOR THE PROTECTION OF HEALTH**  
**AND SANITARY ARRANGEMENTS FOR WORKERS**

**DEFINITION**

- 1.a) 'Work Place' means a place at which, at an average 50 workers are employed in connection with construction work.

**FIRST AID**

- 2.(a) At every work place, they shall be maintained in readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.

**DRINKING WATER**

- 3.a) In every work place, there shall be provided and maintained at suitable places easily accessible to labor sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply of storage shall be at a distance of not less than 15 m, from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

## SECTION - VII

### PREAMBLE TO BILL OF QUANTITIES

#### RATES TO INCLUDE:

Rates quoted shall be for the items completed in all respect at all floors/heights/levels including all taxes, octroi and the cost of all materials, fittings, fixtures, all labor and for all the operations as detailed in the specifications and contract conditions excluding GST. Apart from other factors mentioned in the specifications and contract conditions, rates quoted for the items in this schedule shall also include the following:

#### 1. GENERAL:

- a. Whether mentioned or not in the Bill of Quantities, all works are to be carried out as per the drawings, designs, catalogues and or instructions of the Architects/Bank. Extra shall be paid over the quoted rates for not understanding the designs etc. beforehand.
- b. Sample of all works/items shall be got approved from the Architects/Bank before taking the mass production in hand and nothing shall be paid for the cost of samples.
- c. Any incidental work required to complete the item and not specifically covered in the item as mentioned in Bill of Quantities shall be completed at no extra cost.
- d. Unless otherwise specified all exposed surfaces of wood/wooden moldings and plywood of loose furniture/items tops shall be finished in at least two coats of melamine polish, including staining to match the shades of laminates etc.
- e. All laminates for furniture items shall be 1.0 mm thick for vertical & 1.0 mm for hoz. Spaces, in Satin finish, color texture and shade as per the schemes given by the Bank/Architect.
- f. Unless otherwise specified, all inner surfaces, sides and under sides of furniture items, drawers/cabinets shall be polished/Painted flat oil painted as directed by Architects.
- g. All exposed edges of plywood/block boards shall be finished with teak wood lip pings 5 mm thick of profile as per detail and Melamine polished unless otherwise specified and no extra cost shall be paid.
- h. All furniture items shall be delivered at site packed in polythene sheets.

#### 2. WOOD WORKS:

- a. Wherever ply is mentioned it will mean ply wood.
- b. All Board/Ply will be of **BWP Commercial Type**.
- c. All teak wood will mean C.P. teak.

#### 3. HARDWARE:

- 3.1 Necessary handles, tower bolts, ball catchers, stoppers, hinges, brass/GI screws, nails, locks, sliding rails, nut and bolts etc. shall be provided by the Contractor which shall be out of the approved make of these materials annexed in the technical specifications/approved by Architects/Bank.

#### 4. PAINTING AND POLISHING:

- 4.1 All finishes, shade of colors, texture of fabrics including all surfaces of finishes like POP, painting, lamination, paneling, stitching joints in upholstery, all polishing shall be as per the satisfaction of the Architects/Bank.
- 4.2 Thoroughly brushing the surface to be finished, free from mortar dropping and other foreign matter including preparing the surface and sand papering to give an even surface.
- 4.3 For painting and polishing items - on all kinds of wood and wood based surfaces.
- 4.4 All painting work to be completed with at least one coat of the primer along with two coats of the paint as per the Technical Specification, Manufacturer's specification and to the satisfaction of the Architects/Bank.
- 4.5 All the polishing works to be completed with at least two coats of the polish of the approved make as pr the list of approved manufacturers and to the full satisfaction of the Architects/Bank.

#### 5. GLASS WORKS:

- 5.1 The edges of glass tops for tables wherever shown shall be beveled as per approval of the Architects.

#### 6. PARTITIONS AND PANELLING

- a. Quoted rate shall include labor/materials required to fix the sub-frame to the wall with MS flats ('L' / 'U') shape clamp with adequate screws and repairing the portion damaged while putting the gut ties. etc. and making good the same.
- b. Quoted rate shall be inclusive of making provisions for electrical conduits and switch boxes and time required while coordinating with other Contractors for the final finishing of the work.
- c. The partition frame work shall be provided up to the RCC slabs at top but measurement for payment shall be of partition up to false ceiling and frame /support of partition above false ceiling shall be carried out within the quoted rate for which no extra shall be paid.
- d. All work/materials will be as per good engineering practice.
- e. Wherever glass is mentioned it will be clear float glass.



S E C T I O N   -   V I I I

**Approved List of Materials (Brands/Make)**

<b>S. No.</b>	<b>Material</b>	<b>Make</b>
1	Vitrified tiles	H R Johnson, Kajaria, RAK
2	Tile fixing adhesives	Pidilite, Fosroc Nitotile, Fevimat, Laticrete, Asian paint
3	Cement	ACC, Birla, Ultratech, L&T

## ANNEXURE- I

### INFORMATION TO BE FURNISHED BY THE APPLICANTS

<b>1</b>	<b>Name of the organization</b>	
<b>2</b>	<b>Registered Office Details</b>	<b>Postal address</b>
		<b>Telephone Nos</b>
		<b>E-mail address</b>
<b>3</b>	<b>PAN Number</b>	
<b>4</b>	<b>GST Number</b>	
<b>5</b>	<b>Whether registered with MSME</b>	<b>Yes / No</b>
<b>6</b>	<b>If yes, please furnish MSME registration details (Attach registration certificate)</b>	
<b>7</b>	<b>Details of DD for cost of Tender Document</b>	<b>DD No.....dated .....of Bank.....</b>
<b>8</b>	<b>Details of DD for EMD</b>	<b>DD No.....dated .....of Bank.....</b>

#### **DECLARATION:**

I/We hereby submit the information in your prescribed pro-forma and understand that if any information is found to be false at a later date, contract / order made between us and Central Bank of India will be treated as invalid. I/We agree that the decision of Central Bank of India in selection will be final and binding on me/us. All the information furnished in the attached sheets is correct to the best of my/our knowledge. Bank shall have the authority to verify all the information provided by me/us. All supporting documents shall be provided by me/us in authenticity of the information furnished. I/We agree that I/We have no objection if inspection of my/our premises/workshop, shop etc. is done by the officials of the Bank.

Place:

Date:

Signature:

Name & designation:

Organization:

**BILL OF QUANTITY**

S. No.	Works	Quantity	Unit	Rate	Amount
1	<b>VITRIFIED TILE FLOORING:</b> Providing and laying in position 1st quality double charged vitrified tiles polished of finish size 600 mm x 600 mm of approved make and shade laid in proper line and level in flooring fixed on the existing cement mosaic/IPS flooring after carrying out necessary surface preparation by hacking / roughening, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm or with approved quality tile adhesive of Fevimat of M/s Pidilite industries, or other makes from approved make of material, including filling the joints with matching tile grout cleaning the tiles, wastage etc., all complete as directed. Rates shall include removing/ disengaging existing door shutters, altering the height of door shutters wherever required for the finished floor level and refixing the door shutters after alteration with necessary hinges, wherever required etc complete (No separate payment for doors, alteration, removal & refixing). Rate should include dismantling of existing marble flooring, carpeting, viny flooring and disposal of debris. Basic price of tile is Rs 500/- per sqm excluding GST. Only exposed area will be measured for payment. The tiles must be cut with the zero-chipping diamond cutter only. Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, levelling system and rubber mallet for placing the tiles gently and easily.	275	sqm		
2	<b>VITRIFIED TILE SKIRTING: -</b> Providing and laying in 1st quality vitrified tiles skirting of size 100 mm wide of approved make and shade laid in proper line and level over 12 mm thick backing cement mortar in 1:3 (1 Cement: 3 Sand) proportion after dismantling existing skirting with base plaster. The rate shall include for fixing the tile with neat cement paste, filling the joints with matching tile grout cleaning curing etc all complete as directed. Rate should include dismantling existing tile skirting and disposal of debris. Dismantling of existing skirting shall be done without damaging or spoiling the existing already painted wall. Rate shall include applying a coat of paint over the wall wherever the painted wall is damaged while dismantling the skirting and providing new skirting. Rate shall include making good of the wall with cement plaster and paint. care shall be taken to protect the already painted wall and flat. Patch shall not be visible after the work. Basic price Rs 500/- per Sqm excluding GST. Only exposed area will be measured for payment.	15	sqm		

**TOTAL, in figures: ₹ .....**

**TOTAL, in words: Rupees \_\_\_\_\_ only.**

**Notes:-**

1) In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.

2) Total Rate/Amount / Cost should be inclusive of all taxes & charges EXCLUDING GST.

**Place:**

**Date:**

**SIGNATURE OF CONTRACTOR WITH SEAL**