



BANK OF MAHARASHTRA

Technical Bid

Interior Work Bank of Maharashtra Durg Branch

OWNER
Asst. General Manager
Bank of Maharashtra
Regional Office
Raipur (C.G.)

Architects

Architecture

Interior

Landscape Architecture

Project Management

Consultant-Turnkey Projects

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Technical Bid



TENDER NOTICE

Asst. General Manager, Bank of Maharashtra, Regional office, Raipur invites sealed tenders in two envelope system i.e. Technical Bid and Financial Bid in respect of proposed **Interior work of Durg Branch Raipur Region**.

The sealed tenders are invited from qualified and eligible contractors for the following works:

Interior Work

Details of Project/ Proposed Work:

Place of work	Durg Branch, Bank of Maharashtra, Raipur Region (C.G.)
Estimated Cost of the Work	Interior work: Rs. 08.00 Lacs
Time of Completion of Work	45 Days
Sale of the Tender Documents	The Tender can be purchased from the office of AGM, Regional Office, Raipur Region, Raipur (C.G.) OR The tender can be downloaded from BANK's website: http://www.bankofmaharashtra.com/ on A4 size paper. In case the tender is downloaded from the website, cost of Tender document i.e. Rs. 1000/- (non refundable) by way of DD should be enclosed with the Technical Bid. If the cost of tender document is not enclosed along with the Technical Bid, the Technical Bid will be rejected.
Cost of the Tender documents	Rs. 1000/- (Non refundable) by way of Nationalised Bank D.D. favouring 'AGM, Bank of Maharashtra, Regional Office, Raipur payable at Raipur' (the name of the firm should be written on the back of the DD)
Date of issue of Tender	
Last date of issue of Tender	
Last Date of Submission of Tender	
Date of opening of Technical Bids	
Date of opening of Financial Bids	That shall be intimated in advance to the qualified contractors.
Authority & Place of Submission of the Tender and opening of Technical & Financial Bids	Asst. General Manager, Bank of Maharashtra, Regional Office, Raipur (C.G.)



**Bank of Maharashtra
Raipur Region.**

Proposed Interior Work of Durg Branch of Bank Of Maharashtra, Raipur Region. (C.G.)

GUIDELINES TO TENDERERS FOR SUBMISSION OF TENDER

- **Note: All the documents, certificates, drawings and all the submission documents should invariably be submitted in A4 Size paper.**
- 1. Tenderer are advised to visit the site & study the General Conditions, Specifications, Drawings of the contract and the instructions before submission of Tender
- 2. If Tender being submitted by a firm or company, it must be signed by each of the partners and in the event of the absence of any of the partner it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so. Certified copies of registration certificate Partnership Deed and Power of Attorney will have to be furnished when the tender is to be considered for acceptance.
- 3. True copies of documents /Certificates are to be submitted wherever asked for.
- 4. Every Tenderer shall be expected to have studied the nature of site, scope of works, access of site, local conditions, details of construction, drawings, materials and labour condition as applicable to the works.
- 5. The Tenderer shall not make any alterations or amendments in the scope of works, specifications and descriptions as incorporated in the Tender Document. Tender which propose such alterations, additions or conditions of any sort will be liable for rejection.
- 6. Tenderer shall quote their most competitive rates for the various items of work by filling in the rates / amounts in appropriate places of **Financial Bid** both in figures and words in English.
- 7. The Earnest Money Deposit (EMD) of **Rs. 8000/-** for Interior Work which is payable by the Tenderer only by a **DEMAND DRAFT** payable at **Raipur** and drawn in the favour of **'AGM, Bank of Maharashtra, Regional Office, Raipur**. The said draft for EMD should be enclosed along with the sealed tender documents of Technical Bid. Tender for which the EMD is not enclosed shall not be considered. The EMD will be returned to the unsuccessful Tenderers after awarding the contract to the successful Tenderer without any interest.
- 8. **ELIGIBILITY CRITERIA**
 1. The firm/ company should be a duly registered with appropriate authority/ ies and should possess valid registration of Sales Tax (VAT) as on date of application & during the execution of the above said work , if entrusted.
 2. The Tenderer should have experience (of minimum 3 years) of executing similar types of work i.e. Bank or any Financial institution.
 3. The Tenderer must have executed minimum one or more 'Similar Type Interior furnishing works of Bank or Financial Institution' of value more than Rs. 8.00 Lakhs

OR minimum two or more 'Similar Type Interior furnishing works' of value more than 5 Lakhs during last 3 financial years.

9. **SECURITY DEPOSIT/ RETENTION MONEY**

Earnest Money Deposit (EMD) of successful tenderer to whom contract is awarded will be transferred to Security Deposit or Retention Money Account. From every bill raised by the contractor and as per guideline of payment schedule, 5% of the bill amount will be deducted and credited to Security Deposit Account. The said amount shall be retained for a defect liability period of 12 months will be returned after defects liability period is over without any interest. If the contractor fails to attend any defect during defect liability period the same work will be attended by the other agency and charges paid to them will be deducted from the Security Deposit or Retention Money.

10. Tenderer is advised to study and observe the following procedure for submission of tenders.

A. It is proposed to follow **TWO BID Tender System** (i.e. Technical Bid & Financial Bid) for proposed work and BIDS should be submitted in the prescribed formats only. (Annexure A & Annexure B).

TECHNICAL BID (ANNEXURE A):

In **ONE ENVELOPE** duly sealed.

This bid is meant for the technical details of the tenderer who is submitting the Tender.

All the required details/ documents/certificates etc. along with EMD must be attached to the Technical Bid.

FINANCIAL BID (ANNEXURE B):

In **ONE ENVELOPE** duly sealed.

This bid is meant for offered rate, and amounts of proposed work in detail.

B. All the points in the Tender Forms (Technical and Financial Bids) are to be answered clearly and **no separate sheet should be used except for supporting details**. Tenderer is expected to furnish all information required in all TWO Bids. (Annexure A & B) Non-furnishing of required information in any respect may result in rejection of Tender.

C. Tenderer should put **full signatures on all the pages** of the Tender Forms.

D. Overwriting/ white inking of any word/ figure in the Tender forms, unless duly authenticated by the Tenderer, are liable to be rejected at the option of the Management.

E. The Tender should be submitted by Registered Post/ Speed Post/ Recorded delivery/ Courier or can be submitted in person at the office of the **Asst. General Manager, Bank of Maharashtra, Regional Office, Raipur (C.G.)**.

F. Since TWO BID Tender System is being followed, 3 Envelopes should be used for submission of tender as detailed below:

Envelope "1" for TECHNICAL BID

- a) Technical Bid duly completed and signed along with all required documents/certificates should be put in this envelope. (Refer the check list of documents to be submitted with Technical Bid)
- b) The envelope should be sealed properly.
- c) The envelope should be Super scribed as "**TENDER FOR INTERIOR WORK OF DURG BRANCH, BANK OF MAHARASHTRA, RAIPUR REGION (C.G.)**" for Interior Tenderers Name & Address should be written below the superscription.
- d) EMD of Rs. 8,000/- by DD of any Nationalised Bank.
- e) Non refundable Tender Cost (Rs. 1000/-) in case the Tender is downloaded from the website.

Documents to be enclosed along with Technical Bid

Non submission of any of the following documents will render Tender submitted by the tenderer as invalid/ liable for rejection. Please enclose following documents in serial order given below;

1. Registration of the firm/ company
2. VAT Registration.
3. Latest Income Tax Clearance Certificate or proof of having filed returns with Income Tax
4. Work Order/s and Work **Completion Certificates** of similar work/s (i.e. Interior Renovation of Bank or Financial Institutions only) minimum one or more 'Interior furnishing works' of value more than Rs. 8.00 Lakhs OR minimum two or more 'Interior furnishing works' of value more than 5Lakhs & above executed and completed during last three financial years.
5. EMD of Rs. 8000/- by way of DD
6. Cost of Tender Document of Rs. 1000/- (non refundable) in case the tender document is downloaded from website.

Envelope "2" for FINANCIAL BID

- a) Financial Bid duly completed and signed along with all required documents/certificates should be put in this envelope.

- b) The envelope should be sealed properly.
- c) The envelope should be super scribed as **"TENDER FOR INTERIOR WORK OF DURG BRANCH, BANK OF MAHARASHTRA, RAIPUR REGION (C.G.)"**.
- d) Tenderers Name & Address should be written below the superscription.

Envelope "3" (Containing above TWO BIDS):

- a) Technical Bid Envelope and Financial Bid Envelope, prepared as above are to be put in this cover.
 - b) The Envelope should be sealed properly.
 - c) The Envelope should be super scribed as **" TENDER FOR INTERIOR WORK OF DURG BRANCH, BANK OF MAHARASHTRA, RAIPUR REGION (C.G.)"**. Tenderers Name & Address should be written below the superscription.
11. Sealed offers prepared in accordance with the procedure enumerated above should be sent either by Registered Post/ Speed Post/ Recorded Delivery/ Courier or in person and should reach on or before the prescribed time limit of _____ by _____ PM to the Address 'Asst. General Manager, Bank of Maharashtra, Regional Office, Raipur(C.G.)'. Any Tender received after the specified date and time will be rejected.
12. The Technical Bid will be opened and after evaluation and a short list will be prepared of those tenderer who fulfill all the requirements of Tender Documents/ Technical Bid & are found eligible for opening their financial bid. **The Financial Bid of only those short-listed Tenderers will be opened.**
13. The Management reserves the right to reject any or all Tenders without assigning any reasons thereof.

Selected contractor should have a local set up (either permanent or temporary for particular project) throughout the project completion period.

The entire work would be carried out as per the design and details prepared by our Architect **'S. Nandedkar & Associates, Nagpur'** and under their overall supervision.

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FORWARDING LETTER

Note: - Tender to be submitted on or before _____ **PM on** _____ **.2010**

**To,
The Astt. General Manager,
Regional office,
Bank of Maharashtra
Raipur Region**

From

Sub: Tender for the **Interior Work of Durg Branch of Bank of Maharashtra, Raipur Region.**

Dear Sir,

With reference to the tender invited by you for above mentioned work, I / we here by offer to execute the items of work specified in the Schedule - B I / we have examined and studied carefully all the drawings, specifications, conditions of contract, site and agree to comply with them. I / we agree to complete the whole work within the stipulated time from the date of work order. I / we are aware that any of schedule - B items/s can be canceled or replaced and quantity of any of items can be increased or decreased at any time by the Architect OR Owner, for which I/ we shall not claim extra.

Name of partners, if any
(With certified Partnership Deed)

- 1.
- 2.
- 3.

Yours Faithfully

**Contractor's Signature
(With Stamp & Address)**

NOTICE TO TENDERERS:

1. Sealed tenders should be addressed to **The Asst. General Manager, Regional Office, Bank of Maharashtra, Raipur Region** and super scribed as **“TENDER FOR Interior Work of Durg Branch, Raipur Region** and sent as to reach this office **not later than _____ PM** on the _____ **2010** Tender should be accompanied with **Earnest Money Deposit (EMD) of Rs. 8000=00 (Rupees Eight Thousand Only)** in the form of **Demand Draft in favour of AGM, Regional office, Bank of Maharashtra, Raipur**. Tenders not accompanied with EMD shall be rejected and considered invalid. The earnest money shall be returned to the tenderer if the tender is not accepted but without any interest. EMD amount deposited by the tenderer, whose tender is accepted, shall be adjusted towards security deposit to be retained by the Bank for one year.
2. No tender will be received after _____ **PM** On _____ **2010**
3. Tender will be opened at Regional Office **on _____ 2010 at _____ PM** by the Chief Manager or his nominee. The rates tendered by the contractors shall be valid for 90 days from the date of opening.
4. **The Asst. General Manager, Regional Office, Bank of Maharashtra Raipur Region** does not bind _____ himself to accept the lowest or any tender and reserves the right to accept or reject any or all the _____ tenders whether in whole or in part without assigning any reason for doing so. The owner _____ reserves his rights to negotiate with the lowest or any other tender/s.
5. Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/ their having acquired himself/ themselves with the general conditions, articles of agreement, mode of measurements, schedule of probable quantities, site conditions _____ and the time schedule etc. as laid down. Any tender with any of the documents not signed will be liable to be rejected.
6. Tenderer shall fill in rates for all items of work described in the Schedule -B. All entries must be made by hand and in ink. **The rates quoted for the items shall compulsorily be in “Figure” & “Words” in English.** In the event of discrepancy between the rates quoted in figures & words, the rates quoted in words, shall be binding. Tender not quoted in above said manner will be refused and will not be considered.

Items against which no rate is entered by the tenderer will not be paid for by the Owner when executed and shall be deemed covered by the other rates in the Schedule-B.
If any of the documents is missing or unsigned the tender shall be considered invalid.
7. All erasures and alterations made while filling the tender must be attested with initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid.
8. All the pages of the tender documents should be signed by the tenderer.
9. The security deposit shall be kept with the Owner for a period of 12 months after the Architect issues the completion certificate which amount is not to bear interest.
10. The rates quoted by the contractor should include all charges for scaffolding materials labour, hire for any tools, marking out and clearing of the site as mentioned in the specifications. The rate quoted by the tenderer in the Schedule-B of probable quantities will be deemed to be for the finished work to be measured at site. The rates shall be inclusive of all sales tax, octroi duty; works contract tax, Provident Fund, Insurance etc. levied by any Government or any public body. The contractor shall abide by the rules of Minimum Wage Act and Child Labour Act and keep the owner indemnified regarding the same. The contractor should take necessary insurance for the work as required under the workman compensation act, labour laws etc. as prevailing.

11. The rate shall be binding to the Contractor, for all the tender items till the completion of the work respective of variation in market rates of material and labor.
12. The calculations made by the tenderer should be based upon probable quantities of the several items of work, which are furnished for the tenderers convenience in the schedule B. It must be clearly understood that the contract is not a lump-sum contract that neither the probable quantities nor value of the individual and the aggregate value of the entire tender will form a part of the contract and that Architect doesn't in any way assure the tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto.
13. The items against which no quantity is shown in schedule -B for which tenderer is to quote his rates and the Owner at his description shall ask the contractor to execute those items if required and which shall be binding on the part of the contractor to execute those items at the rates quoted therein in the tender.
14. The successful tenderer should make their own arrangements to obtain all materials required for the work.
15. The various materials stored on site shall be protected from the fire, floods or rains etc. and the contractor shall be responsible for any damage caused to the owner for the same.
16. The contractor shall allow enough facilities to the sub-contractors employed by the owner and should co-operate with them and that small holes etc. made by these sub-contractors to the structure shall be properly corrected by the general contractor without any prejudice and extra cost whatsoever.
17. The bills shall be prepared by the contractor in the manner required by the Architect and should be submitted to him. All payments by the owner under this contract shall be made at Raipur.
18. The specifications that are not mentioned or listed in the tender shall conform to I.S.I. Specifications while having prior written consent of the Architect.
19. In case of dispute regarding quality of material, workmanship etc. shall be settled and accepted as final decision on the basis of test reports obtained from Visvesvaraya National Institute of Technology, Nagpur.
20. The contract shall be subject to Raipur jurisdiction only.
21. The Architect reserves the right to deduct such amounts as he may feel proper on account of bad workmanship as penalty and that his decision in such matters shall be binding to both the parties and shall not be subject to arbitration. In case the contractor's progress of work is not satisfactory or his workmanship is not to the standard quality, the architect and/or owner reserve the right to issue necessary notice to the contractor, for carrying out timely progress. If however the contractor has not improved the progress, the architect and/ or owner can release the contractor from his work and terminate the contract after issuing seven days notice.
22. The owner reserves the right to omit any item or items or part thereof for which contractor shall not claim any compensation whatsoever.

23. **Contractor must inform in writing to the Architect before executing any work that is not covered in Tender or any quantities of the tendered item that are increasing while executing the work. Prior permission from the Owner shall be obtained before executing any such item.**

24. The Architects for this work is **M/s S. Nandedkar & Associates, 103, "Utkarsha Umang", Ajni Square, Nagpur (Tel: 2252945)** and the architect reserves the right to deduct such amounts as he may feel proper on account of bad workmanship as penalty and that his decision in such matters shall be binding to both the parties and shall not be subject to arbitration.

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

Date:

Seal

Signature of the tenderer

Seal

Space for office use:

AGREEMENT

1. THIS AGREEMENT made on the _____ day of _____ 2010 between _____ (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning there of deemed to include its/ his legal heirs, executors, administration and assign of the one part and **AGM, Bank of Maharashtra, Regional Office, Raipur (C.G.)**. (Hereinafter referred to as the Employer.)Which expression shall unless repugnant to the context or meaning thereof be deemed to include is successor and assigns of the other part.
 2. WHEREAS the said employer is desirous to carrying out **Interior Work for Bank of Maharashtra, Durg Branch, Raipur Region** hereinafter the aforesaid work are collectively referred to as "**the work**"
 3. WHEREAS the said works are more particularly described in contract document consisting plans, specification, schedule of quantities of various classes of works to be done and set of conditions of contract to be complied with by the contractor are annexed herewith as part and partial of thus agreement. The parties to the contract agree to abide by the same.
 4. WHEREAS the Employer has invited the tender and the contractor has also given his tender which was opened on _____ and it has been accepted by the AGM, Bank of Maharashtra, Regional Office, Raipur vide letter no. _____ Dated _____.
- NOW IT IS HEREBY AS FOLLOWS;**
5. WHEREAS in consideration of payment to be made to the contractor as hereinafter provided, the contractor shall upon and subject to the set of conditions described in the Contractual document, execute and complete the works as shown in the said plan, drawings, complete specification, schedule of quantities of various classes of works to be done and such further detailed drawings plan and specification as may be furnished/ provided to him by the said employer and described in the said specification and on the said price of schedule of quantities.
 6. The Office Head of the Employer shall exercise power on behalf of the said employer for the purpose of this contract agreement.
 7. WHEREAS both the parties agree to sign the following annexure annexed to this agreement in token of their acceptance.
 - (a) General Condition of Contract.
 - (b) Safety Mode
 - (c) Model Rule for protection of health and sanitary arrangement for workers.
 - (d) Specification for Civil Work.
 - (e) Abstract of Cost.
 8. The Company shall pay the contractor such sums as shall become payable hereunder the works within 45 days from the date of written orders to commence the works are given to the contractor.

The contractor agrees and has deposited 2 % of the accepted tender amount by way of initial security deposit for due fulfillment of the contract for the works. It is agreed that the security deposit shall be deducted from each running bills as per clause- II and refunded to the contractor as per clause -II collected by the contractor as details of the General condition of the contract Annexed herewith.
 9. WHEREAS it is agreed that the Earnest Money amounting to **Rs.8000.00** deposited by the contractor _____ in the form of Demand Draft along with the tender shall be forfeited in full in case contractor does not remit the initial security deposit within the stipulated period of start the works by the stipulated date mentioned in the award letter.

10. WHEREAS Shri. _____ is the accredited representative (s) of the contractor who would be responsible for taking instruction from the Employer and the architect in relation to the works. The contractor agrees to pay sales tax, income tax or any other taxes on material or on finished works like works contract tax, turnover tax etc. in respect of this contract of the works and the employer will not entertain any claim whatsoever in this respect, nor the employer shall be responsible to pay taxes as mentioned above. If due to non payment of any of the aforesaid tax or other taxes connected with the works, the contractor suffers any loss or damage or delay in completing the works, the employer shall not responsible for any such loss or damage occurred to the contractor, and the employer will be entitled to claim damages from the contractor for non completion of the works within 45 days as stipulated in Para 4 as aforesaid.
11. WHEREAS the contractor hereby declares the list of all relatives working with the employer which is annexed herewith and marked C-I OR WHEREAS the contractor declares that none of his relative is working with the employer,
12. The plans, details, diagram specification, contract document and the document above mentioned shall form basis of this contract and decision of The Office Head from the time being as mentioned in the conditions of contract in reference to all matters of dispute shall be final and binding on both the parties.
13. The works comprises the furnishing of the branch and all subsidiary and others works connected therewith on the same site as may be ordered to be done from time to time by the said Office Head for the time being even though such works may not have been shown on the drawings plans or described in the said specification or schedules of various classes of works to be done.
14. The employer reserves to himself the right of altering the plans, drawings and the nature of works and of adding to or omitting any item of works or having portions of the same carried out departmentally or otherwise and such alteration or variation shall be carried out without prejudice to this contract.
15. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Raipur and only the courts of Raipur shall have to be jurisdiction to determine the same.

The several part of this agreement has been read to us fully understood by us.

IN WITNESS where of the parties above mentioned executed these presence today and year here in above written.

Signed, Sealed and delivered by:

**Authorized Representative
of Contractor**

Authorized Representative of the Employer

Date:

Place:

GENERAL CONDITIONS OF THE CONTRACT

Except where provided for in the description of the individual item in the schedule of quantities and in the specification and condition laid down hereinafter and in Drawings, the work shall be carried out as per C.P.W.D. standard specifications and according to the nomenclature of each item as mentioned in the 'G' schedule attached..

1. Interpretation

In construing this conditions, the specification, the schedule of quantities, tender and Agreement, the following word shall have the meaning herein assigned to them except where the subject or context otherwise requires;

- i) **Employer:** The term Employer shall denote **AGM, Bank of Maharashtra, Regional Office, Raipur (C.G.)** and any of its employee representative authorized on their behalf.
- ii) **Architects / Consultants:** The term architect shall mean **M/s S. Nandedkar & Associates, 103, 'Utkarsh Umang', Near Mount Carmel High School, Ajni Square, Nagpur – 440015** or in the event of his / their ceasing to be Architect for the purpose of this contract such other person/s as Employer shall nominate for the purpose. The Architect with the approval of Company may engage a local Architect / Consulting Engineer for supervision and co-ordination of the work at the site. He will be considered a representative of the Architect. The Company may also engage a Project Management Consultant for the supervision of work. He will be designated by the term PMC and work as employer's agent at the site.
- iii) **Contractor:** The term contractor shall mean _____ (Name and address of the contractor) and his / their heirs, legal representative, assign and successors.
- iv) **Site :** The site shall mean the site where the work are to be executed as shown within the boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the contractor use.
- v) **Drawings:** The work is to be carried out in accordance with the drawings, specification, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of work.

All drawings relating to work given to contractor together with a copy of schedule of quantities are to be kept at site and the Employer /Architect shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawing are necessary contractor shall prepare such detailed drawing and / or dimensional sketches therefore and have it confirmed by the Employer/ Architects as case may be prior to taking up such work.

The Contractor shall ask in writing for all clarification on matter occurring anywhere in drawings, specification and schedule of quantities or to additional instructions at least 2 days ahead from the time when it is required for implementation so that the employer may be able to given decision there on.

- vi) "The Works" shall mean the work or works to be executed or done under this contract.
- vii) "Act of insolvency" shall mean any act such as defined by the presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- viii) "The schedule of quantities" shall mean the schedule of quantities as specified and forming part of contract.
- ix) "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 **INTERIOR WORK FOR DURG BRANCH OF BANK OF MAHARASHTRA, RAIPUR REGION**

in accordance with the "drawing" and "Schedule of Quantities". The Civil, sanitary, plumbing etc., are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevation and grades as shown on the drawing furnished by the Employer / Architect. Should any details essential for efficient completion of the work be omitted from the drawing and specifications it shall be the responsibility of contractor to inform the Employer/ Architect and to furnish and install such details with Employer's/ Architect concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer or Architect may in their absolute right issue further drawings and/ or written instruction, detail, direction and explanations, which are, hereafter collectively referred to as "The Employer's/ Architects Instruction" 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 drawing and / or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any material thereof.
- d) The demolition removal and / or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any person employed there upon.
- f) The opening up for the inspection of any work covered up.
- g) The rectification and making good of any defect 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 Architect's instruction's, provided always that verbal instructions, direction and explanations given to contractor's or his representative upon the work by employer or Architect shall, if involving a variation, be confirmed in writing to the contractors 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 or Architect. Rates of items not mentioned in the priced schedule of the quantities shall be fixed by the Employer in consultation with the Architect as provided in Clause " Variation"

If required the Contractor shall set up a field laboratory with necessary equipments for day to day testing of material like grading of coarse and fine aggregates, silt content and bulk age of sand etc.

3. Tenderer shall visit the site

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities of transport condition, effective labour and material, access and storage for materials and removals of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for special difficulties and including police restriction for transport etc. for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of work or which in the opinion

of the employer or Architect 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 tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender by the tenderer.

The schedule of quantities shall be filled in as follows:

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

No modifications, writing or corrections can be made in the tender paper by the tenderer

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

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

All the item of work described in the schedule of quantities are to be deemed and paid as complete work in all respect and details including preparatory and finishing works involved, directly, **related to and reasonably detectable from the drawing**, specification 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 items of work, the payment of such item 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 /Architects.

The Employer has power to add to, omit form any work as shown in drawing or described in specification or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract. Please also refer to para 9 hereinafter.

The tender shall note that his tender shall remain open for consideration for a period of three/ four months 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 the stamps and legal expenses, incidental hereto.

6. PERMIT AND LICENSE

The contractor will arrange the Permit and License for release of materials that are under Government control. The Employer will render necessary assistance, sign any form or application that may be necessary. The basic price of controlled material, if any, for the purpose of valuing the tender, is to be considered as stipulated below. This will also be the basis of adjustment in setting the contractor's bills.

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled material released by the authorities or supplied by the Employer. The costs of storing, transporting etc. of all materials including those under Govt. Control are to be included by the tenderer in his quote rates. No extra or separate rate will be claimed for this.

The Employer/ Architect shall be indemnified against all Government or legal action for theft or misuse of cement M.S. rods, furnishing material and any controlled materials in the custody of the contractor.

7. GOVERNMENT AND LOCAL RULES.

The contractor shall confirm to the provisions of all local bye-laws and Act relating to work and to the regulation, etc. of the Govt. 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, Regulation and Bye-laws etc. and pay all the fees payable to such authority/ authorities for the execution of work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for license, fees for footpath encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

8. TAXES AND DUTIES

The tenderer must include in their tender prices quoted for all duties royalties, cesses and sales tax or any other taxes or local charges if applicable.
No extra claim on this account will in any case be entertained.

9. 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 there of without assigning any reason.

10. OTHER PWRSON ENGAGED BY THE EMPLOYER

The Employer reserve the right to execute any part of the work included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of its scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

11. EARNEST MONEY AND SECURITY DEPOSIT.

The Tenderer will have to deposit an amount of **Rs. 8,000.00** in the form Bank Draft drawn in favour of **AGM, Bank of Maharashtra, Regional Office, Raipur** 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 tenderer will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2 % of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within 02 days from the date of acceptance of tender, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the tender.

Apart from the Initial security Deposit made as above, retention money shall be deducted from progressive running bills @ 3% of the gross value of each running bill until the total security Deposit, i.e., the initial Security Deposit plus the retention money equals total 5% of the final bill amount as certified by the architect.

The retention amount will be refunded to the contractor 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of contract. No interest is allowed on retention money.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

The rates quoted against individual item will be inclusive of everything necessary to complete the said item of work with in the contemplation of the contract, and beyond the unit price no extra payment will be allowed for the incidental or contingent work, labour and / or material inclusive of all taxes and duties whatsoever except for the specific item, 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, machineries and equipments and all necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent road, streets, wall, houses, building, all other erection, matter and thing and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things distributed during the execution of works to the satisfaction of the Employer / Architect.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawing unless the employer shall otherwise direct.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the works site and to the building and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leaves 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 fitting etc. The rates quoted rates of the tenderer shall accordingly include all these above mentioned contingent works.

13. TIME OF COMPLETION:

Time of Completion: The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to be commenced within Seven days from the date of acceptance letter of date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Architect has certified in writing that this has been completed and the defects Liability Period shall commence from the date of such certificate.

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

14 LIQUIDATED DAMAGES:

Should the work be not completed to the satisfaction of the Employer/ Architects 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 uncommenced or unfurnished after the expiry of the completion date.

For contracts having time for completion upto 01 month.	Rs. 1000/- Per Week
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15. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND 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 communications and clear away on completion of the works and make good all work distributed. All drawing 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 his own cost all-artificial light required for the work and to be enable other contractor and sub-contractor 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 attendance, light etc. required.

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

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the work during the construction, and all receptacles, cisterns, water tanks etc. used for the storage of the water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rule in respect of ant-material 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 time the time of being placed in possession of the site make suitable arrangement for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sunday and other holidays.

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

The contractor shall provide necessary temporary enclosures, gates, 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 work and making good all work distributed.

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

Tools: The theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

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

The mistries and the supervisors on the works shall carry with them always a three meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specification. The site engineer will use or 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 plant etc., by sub contractors for their work.

16. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS.

The contractor shall confirm to the provision of any Acts of the Legislature relating to the work, and to the Regulations and Byelaws of any authorities, and/or any water, lighting and other companies and / or authorities with whose system the structures were proposed to have connection and shall before making any variation from the drawings or the specification that may be associated to so confirm, give the employer / Architect written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer / Architect on receipt of such intimations shall give a decision within a reasonable time.

The contractor/s shall arrange to give the notices required for by the said Acts, Regulation or Bye 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 receipt with the Employer.

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

17. CLEARING SITE AND SETTING OUT WORKS.

The site shown on the plan shall be cleared of all obstruction, loose stone and material rubbish of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or material shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for correctness of the positions, levels, dimension and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work 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 works to alternative position at site until one is finally approved and rates coated in his tender should include for this and no extra on this account will be entertained.

18. BENCHES

The contractor is to construct and maintain proper benches of the entire main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of salwood post of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of the salwood post on the center lines of column, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Center lines of walls, columns etc., may be clearly indicated and checked at any time if it is so required.

19. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soils, filth or other matter of any offensive nature taken out of any trench, sewer, drain, cesspool or other places shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plants to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer. The contractor shall arrange for the disposal of water so accumulated to the satisfaction of the Employer and the local authority and no claim will be entertained afterwards if he does not include in his rates for the purpose.

20. ACCESS

Any authorized representative of the Employer shall at all reasonable time have free access to the works and /or to the workshop, 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 representative necessary for the inspection and examination and test of the materials and workmanship. Except the representative of the Employer no person shall be allowed at any time without the written permission of the Employer.

21. MATERIAL, WORKMANSHIP, SAMPLES TEXTING OF MATERIALS

All the work specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specification and as represented by the drawing or according to such

other additional particulars and instruction as may from time to time be given by the Employer / Architects 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/ Architect at his own cost to prove that the materials etc. under test confirm to the relevant I.S. standards or as specified in the specification, the necessary charges for preparation of mould (in case concrete cube) transporting, testing etc shall have to be borne by the contractor. No extra payment on this account should be in any case be entertained.

All the materials (except where otherwise described) store not 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 tax, octroi and other charges and must be best of their kind available and the contractor /s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Employer / architect when so directed by the Engineer / Architect must be obtained prior to placement of order.

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

Should the work be suspended by reason of rain, strikes, lock-outs or any other cause, the contractor shall take all precaution necessary for the protection of work and his own expenses shall make good damages 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 tradesman or sub-contractor and any damage caused must be made good by the contractor at his own expenses.

22. 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 the accordance with specification or instruction, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawing and specification 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/ Architect shall be borne by the contractor or may be deducted from any money due to or that may become due to contractor. No certificate which may be given by the Architect shall relieve the contractor from his liability in respect of unsound work or bad materials.

23. Contractor's Employees

The contractor shall employ technically qualified and competent supervisor for the work who shall be available (by turn) through out the working hours to receive the comply with instructions of the Employer/ Architects. The contractor shall engage at least one experienced engineer as Site-in-charge for

the execution of work. The contractor shall employ in connection with the work persons having appropriate skill or ability to perform their job efficiently.

PF / ESI liability shall be to the account of the Contractor, he has to submit compliance of the same to MITCON HEAD OFFICE before claiming final payment.

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

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

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

The contractor shall comply with the provision of all the labour legislation including the requirement of

- a) The Payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Minimum Wages Act.
- g) Any other Act or enactment relating thereto and rules frames there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified of any health officer of the state or any local authority or of the Employer regarding the maintenance of proper environmental sanitation are the area where the contractor's labourers are housed or accommodated, for the prevention smallpox, 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 labour engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the works, reports such accident to the Employer and also to the Competent Authority where such report is required by law.

24. DISMISSAL OF WORKMENS

The contractor 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 discharge shall not be the basis of any claim for compensation or damages against the Employer or any of their officers or employee.

25. 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 relive the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

26. DAMAGE TO PERSON AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen to persons, animals or thing and for all the damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in the way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the building 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 reinstate all damage 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 effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a 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 letter. 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 effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damages 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, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

27. INSURANCE

Unless otherwise instructed the contractor shall insure the works and keep them insured until virtual completion of the contract against loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer and the contractor for such amount and for any further sum if called to do so by the employer, the premium of such further sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premiums 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 reinstated by the 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 the case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

28. Accounts Receipts & 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 the material 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.

29. Before taking any measurements 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 measurements 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.

30. PAYMENT

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

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

The amount stated in the interim certificate shall be total value of work properly executed and 75% of invoice value of materials brought to site for the permanent incorporation into the work up to the date of the bill less the amount to be retained by the Employer as retention money vide clause 12 of these conditions and less installments previously paid under the conditions, provided that certificates shall only include the value said materials and goods as and from such time as they are reasonably, properly and prematurely brought to or placed adjacent to the work and then only if adequately projected against weather or other casualties.

The Employer will deduct retention money as described in clause 11 of these conditions. The refund of retention money will be made as specified in the said clause.

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

All the interim payment shall be regarded as payment by way of advance against the final payment and only not as payment for work actually done and completed and shall not preclude the requiring of bad , unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, not 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 and adjustment of the accounts or otherwise or in any other way vary or affects the contracts. The final bill shall be submitted by the contractors within one month of the date fixed for completion of work or of the date of certificate of completion furnished by the site Engineer and payment shall be made within three months.

Final Payment

The final bill shall be accompanied by a certificate of completion by the Architect. Payment of the final bill shall be made after deduction of Retention money as specified in Clause 12 of these conditions, which sum shall be refunded after the completion of the Defects Liability period after receiving the Architect's certificate that the contractor has rectified all defects to the satisfaction of the Employer/ Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

31. SUBSTITUTION

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

32. Preparation of Works carried out 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, staircase 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 Employer.

33. Clearing Site on Completion

On completion of the works the contractor shall clear away and remove from the site all constructional equipment's, plant and machinery, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in workman like conditions to the satisfaction of the Employer/ Architects.

34. Defects after Completion.

The contractor shall make good at his own cost and to satisfaction of the Employer/ the Architect, all defects, shrinkage settlement or other faults, which may appear within 12 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 there on or incidental there to 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, and deduct 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. 11 together with any expenses the Employer may have incurred in connection therewith.

35. Concealed work.

The contractor shall give due notice to the Architect whenever the 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 opinion of the Architect/ Employer be either open up for measurement at the contractor expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any works as to measurement etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer / Architects shall be accepted as correct and binding on the contractor.

36. Escalation

The rate quoted shall be firm throughout the tenure of the contract(including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc. No escalation shall be allowed on account of ANY reason whatsoever.

37. Idle Labour

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

38. Suspension

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and reasonable dispatch, such notice 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 material to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given proceed with the works as therein prescribed, the Employer may proceed as provided in clause 43 (termination of contract by Employer)

39. 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 number or amount of his creditors or shall enter into a Deed or arrangement with his creditors or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court 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 sufferance payment under this contract to be attached by or on behalf of and of creditors of the contractor, or shall assign, charges 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 contractors 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 work , or shall in the opinion of the Employer not exercise 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 days notice requiring the contractor so to do shall have been given to contractor as hereinafter mentioned, or shall abandon the contract , then and in any of the said cases, the Bank may notwithstanding 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 the or on behalf of the contractor (without thereby creating any trust in favour of contractor) further the Employer or his agent , or servants , may enter upon and take the possession of the work and all plants, tools, scaffoldings, shades, machinery, steams and other power, utensils and material laying 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 work or by employing any other contractor or other person or person to complete the work and contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractor or other persons or persons employed from completing and finishing or using the materials and plants for the work when the work shall be completed , or as soon thereafter as conveniently may be, the Employer shall give notice in writing to the contractor to remove this surplus materials and plant and should the contractor fail to do so within the a period of 14 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 realized. Any expenses or losses incurred by Employer in getting the work carried out by other contractor 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 deposits.

40. 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 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 foreclosure or branch of the contract (Other than those in respect of which the decision of any person is by contract expressed to be final and binding) shall after written notice by either party to the contract to the either 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 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 anyone of the persons name to be appointed as a sole Arbitrator and communicate his names 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 specified period, the competent authority shall make the selection and appoint the selected person as a Sole Arbitrator.

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

The work under contract shall, however, continue during the arbitration proceedings and no payment 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 issued 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 in his sole direction.

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

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

Subject to aforesaid the provision of the Arbitration Act 1992 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

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

41. FIRMNESS OF QUOTED RATES:

- a) The quoted rates shall be all inclusive and cover the cost of all materials, freight, all types of forwarding or any other duties or fees levied by Government and public or Local bodies, duties, royalties, erection, construction, testing, of materials samples brought for approval, settings up

mock samples for approval, tools and tackles, plant and equipments, supervision, overheads, profit and any expenditure incurred, everything necessary to complete the work, as per drawings and specifications to the satisfaction of the employer & Architect & shall include transport of material to the site. The rates quoted shall be firm and will not be altered for any reason whatever. The rates quoted in the Tender shall be for the finished items only, the rates shall not subject to exchange variations, labour conditions or any other conditions what so ever. Fluctuations in the prices of any materials or equipments or labours etc. shall not be taken into account either for compensation for damage or for extras. The rates quoted in the tender are binding on the contractor. The quantities are approximate & likely to vary.

Place:

Date:

Signature of Contractor

- b) The rates mentioned in schedule shall be valid up to completion of the work from the date of approval, and no complaint either against Bank and the architect will be entertained.
- c) The tenderer should provide the rate analysis of items as and when required by the Bank. Contractor should ensure that each and every quoted rework able and self-supporting. If called upon by Architect, detailed analysis of any or of all the rates be submitted. The Architect is not bound to contractor's analysis and reserves the right to cancel rates quoted by the Contractor. In case other inconsistencies in the rates for items of same description quoted, in the different parts of the Schedule of Quantity, the lowest of such rates shall be considered as the rate of all such items, unless Architect finds that their justification for such inconsistent rates is correct.

42. MODIFICATION IN INTERIOR LAYOUT :

The employer reserves the right to make any modification or modifications in Interior Layouts, Designs & Specifications. The owner reserves the right to add any item or items or cancel any item / items mentioned in the tender. In case such deviation from the specifications or designs in the contract or in case of extra items, the contractor shall not carryout the work before the rates for the same altered rates for the changes are approved by the employer in writing. After said written approval, the contractor is bound to carryout such items of work even though the items are not included in the quantities and rates. Details of such changes and Interior Designer's instructions, Contractor to seek all clarifications and explanations regarding specifications and drawings at the time of tendering only. No additional claim will be admissible on the ground of insufficiency of description or discrepancy in the tender document. All the work shall be carried out as per detailed drawings and specifications or as specified by the Architect. Before submitting the quantities and shall get an immediate clarification from the Architect in case required No claims for any loss or compensation shall be entertained on this account, at a later stage.

All quantities mentioned in the **BOQ** (Bill of Quantities) are approximate and contractor cannot claim any damages for increase / decrease in profit on account of variation in the final **BOQ**. The payment shall be based on the measurement of the work actually executed, at the rates quoted.

43. SAMPLE APPROVAL

The Contractor shall furnish before work commences at his own cost, samples or material or workmanship that may be called for by the Architect, for his approval and any further samples in case of rejection until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply. Rates quoted shall cover for such preliminary work, which shall not be paid for. The contractor has to get approved the samples of the materials, well in advance from the Architect/Consultant. No finished item will be made before inspection of said item by the Architect/Consultant.

Place :

Date :

Signature of Contractor

• **APPENDIX HERE IN BEFORE REFERRED TO:**

Name of Work: Interior work of Durg Branch of Bank of Maharashtra, Raipur Region.

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|----|--------------------------------------------|--------------------------------------------------|
| 1. | Defects Liability Period | : One year from the date of virtual completion |
| 2. | Period of Final Measurement and Valuation | : 30 days from the date of virtual completion. |
| 3. | Date of Commencement | : Within 7 (Seven) days from issue of Work Order |
| 4. | Period of completion | : 45 (Forty Five) Calendar days |
| 5. | Agreed Liquidated Damages -- | : Rs.500=00 per day. |
| 6. | Value of Work for Interim Certificate | : On completion. |
| 7. | Retention Percentage of each Running Bill. | : 5 % |
| 8. | Rate of Interest for Delayed Payment | : Nil |