

# **TENDER DOCUMENT**

**FOR ELECTRICAL WORK OF  
RAJPUR BRANCH  
UNION BANK OF INDIA, BILASPUR REGION  
(CHHATTISGARH)**

**PREPARED ON BEHALF OF  
UNION BANK OF INDIA  
BY  
ARVIND SINGH THAKUR  
GOL CHOWK, ROHINIPURAM, RAIPUR**

**TENDER NOTICE**

REF NO: UBI/RO-BSP/OPRN/1569/2022-23

Date: 12<sup>th</sup> April 2022To,  
-----  
-----  
-----

SUB: SITE PREPARATION FOR PROPOSED ELECTRICAL WORK OF RAJPUR BRANCH BELONGING TO UNION BANK OF INDIA, BILASPUR REGION.

Dear Sir,

Sealed item rate tenders are invited from **paneled contractors** of **Union Bank of India, Bilaspur/Raipur Region** on behalf for the proposed work referred to in subject matter. Tender form is available from our office, during normal office hours on payment of **Rs. 500/- (Rs. Five Hundred Only), non refundable**. Tender duly filled, signed & sealed along with **EMD of Rs. 4500/- (Rs. Four Thousand Five Hundred Only)**, shall be submitted in our office on or before **19th April 2022 upto 5:00 P.M.**

**The cost of Tender Document Rs 500/- & EMD Rs. 4500/- shall be in the form of Bank Draft separately, drawn in favor of "UNION BANK OF INDIA", Bilaspur, must accompany each tender.**

Tender received without the cost of Tender Document, EMD & after due time & date shall be liable for rejection.

Tender will be opened at **3:00 PM, on 20th April 2022** in presence of intending tenderers, or their authorized representatives.

The bank does not bind itself to accept the lowest tender & reserves to itself the right to accept any tender or reject any or call tender without assigning reason thereof.

Tenders are required to be submitted with meticulous calculations. Any mistake with regard to the calculation if found in the tender may put that tender under the threat of outright rejection as decided by the Bank's Competent Authority.

**ISSUE OF TENDERS FROM UBI-RO-BILASIPUR TO M/s.-----****LAST DATE OF SUBMISSION** 19<sup>th</sup> April 2022 upto 5:00 P.M.**TENDER OPENING DATE** 20<sup>th</sup> April 2022 at 3:00 P.M.**(Tenders will be opened in presence of intending contracting agencies)****Price of Tender Document is Rs. 500/- & Earnest Money Deposit is Rs. 4500/-**Thanking You  
Yours faithfully,Regional Manager  
Union Bank of India  
Regional Office,  
Vyapar Vihar Road  
Bilaspur

## NOTICE INVITING TENDER

### 1.1 The Tender:

Sealed item rate tenders are invited on behalf of M/s UNION BANK OF INDIA, for the proposed ELECTRICAL WORK at RAJPUR.

### 1.2 Filling in the Tender:

Tender not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions shall be rejected.

### 1.3 The Rates:

Tenderers should quote their rates both in figures and in words. The schedule of quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left. If any discrepancy is found in the rates quoted in figures and in words; the rate quoted in figures will be considered.

### 1.4 Submission:

Sealed tenders with name of the work and the name of the tenderer written on the envelop must be submitted to The Regional Manager, UNION BANK OF INDIA, Regional Office, Vyapar Vihar Road, Bilaspur, latest by **Tuesday on 19<sup>th</sup> April 2022 upto 5:00 p.m.** and will be opened on **20<sup>th</sup> April 2022 at 3:00 p.m.** at the same office.

### 1.5 Signing the Tender:

If the tender is made by or on behalf of a company, incorporated under the Companies Act (of 1956), it shall be signed by their Managing Director, or one of the directors duly authorized on that behalf. If it is made by partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign in his own name and give the name and address of each partner of the firm and attach a copy of power of attorney with the tender, authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

### 1.6 Acceptance Period:

The tender shall remain valid for acceptance, for a period of 60 days from the date of opening of tender.

### 1.7 Site Inspection:

Every tenderer is expected to inspect the site of the proposed work before quoting his rates. They must also go through all the drawings and documents. It will be construed that the contractor has inspected the site at his own cost, and the quoted rates shall hold good in all conditions.

### 1.8 Schedule of quantities:

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Employer/Consultant do not accept any responsibility for the correctness or completeness of the schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Employer/Consultant without affecting the terms of the contract. The Employer reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.

### 1.9 Contractor's Rates:

The contractor's rates must include the cost of transportation of material to the site, storage at site, all taxes such as Sales Tax, Income Tax, Excise and Octroi etc. and the fixing or placing in position for which the items of work is intended to be operated.

**1.10 Interpretation:**

In interpretation of the specifications the following order of decreasing importance shall be followed:

- (a) Schedule of quantities
- (b) Schedule of materials.
- (c) Schedule of workmanship.
- (d) Drawings.
- (e) Particular or special specifications.
- (f) General Specifications.

Matters not covered by the specifications given in the contract as a whole shall be covered by the relevant Indian Standard Codes. If such codes for a particular subject have not been framed, the decision of the Employer/Consultant shall be final and binding.

**1.11 Alterations in Notice Inviting Tenders:**

No alterations shall be made by the tenderer in any page/part of the tender documents and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

**1.12 Acceptance of Tender:**

The acceptance of the tender will rest with the Employer, who does not bind himself to accept the lowest tender and reserves to himself the authority to, reject any or all of the tenders received, without assigning any reason(s). The Employer reserves the right of accepting the whole or any part of the tenders and the tenders shall be bound to perform the same at their quoted rates.

**1.13 Site Supervision:**

The work shall be carried out under the direction and supervision of the Employer/Consultant or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work on day to day basis.

**1.14 Quality:**

The Employer's/Consultant's decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Employer/Consultant shall be immediately removed by the contractor from the site at their own cost.

**1.15 Commencement of work/Period of Completion:**

The Contractor shall commence work on site within 3 days from the date of issue of the letter of intent. This date shall be considered as the date of Commencement of the said work. Time is the essence of the Contract. All works as per this tender will be completed within 21 days from the date of Commencement.

**1.16 Defects Liability Period:**

Any defects developed within 'Defect Liability Period' of 12 months from the date of completion, will have to be rectified by the contractor at their own cost. In case of failure to do so, the employer with the concurrence of the consultants, shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be taken immediately on receipt of written notice from the Employer/Consultant and such defects may extend "liability period".

**1.17 Part Occupation:**

If owners want to occupy areas in part, the contractor shall have to complete the work of the areas in conjunction with the Employer and hand over the same to the Employer without affecting any of

the Clauses of the contract agreement.

### 1.18 Contract Signing:

After acceptance of the tender, the tenderer shall sign the necessary contract papers within 2 days of the intimation, Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay, the 'Earnest Money' may be forfeited and the tender cancelled or the contract ceased as per terms of the tender. The tenderer shall thus be bound, even though the formal agreement has been executed and signed by the tenderer.

### 1.19 Earnest Money Deposit:

(a) EMD of **Rs 4500/- (Rs. Four Thousand Five Hundred Only)** in the form of Bank Draft only and in favour of UNION BANK OF INDIA, payable at Bilaspur, shall be submitted along with tender.

The tender received without EMD or in any other form than as stated above may be rejected. The EMD shall be refund to the unsuccessful tenderer within one month of the opening of the tender. The EMD shall be retained in addition to the retention money and shall be returned on completion of the Project.

(b) The Retention Money/EMD amount shall not bear any interest.

### 1.20 Refund of Deposit:

The retention money shall be returned after the defects liability period of 12 months from the date of virtual completion.

### 1.21 Supply of materials:

Owner does not bind himself to supply any materials whatsoever required for the work. The quality/ make of material purchased by the contractor shall be exactly same as mentioned in the schedule of materials and shall be got approved by the Consultants. No liberty/relaxation in this regard will be entertained.

### 1.22 Insurance:

The successful contractor shall take out Contractor All Risk (CAR) insurance policy, in the name of the contractor, and the original policy shall be deposited with the Owner. The policy shall cover Clause as under –

(a) The contractor shall at all time indemnify and keep indemnified the Employer and its officers, servants, clients and any other guest, customer or person moving in the work premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal agents of the contractor, any subcontractors and/or the Employer) and the Contractor shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period specified in Clause 1.16 hereof take out and maintain all insurable liabilities under his Clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with insurance company (ies) approved by the Owner, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified namely.

(i) Workmen's Compensation Insurance –to the limit to which compensation may be payable under the laws of the Republic of India.

(ii) Third Party Insurance- body injury and property damage to the limit of not less than Rs.1,00,000/- (Rupees One Lac only) in each accident at all job sites. Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this Clause to the limit (s) specified.

(b) Should the Contractor fail to take out and /or keep afoot insurance as provided for in the

foregoing Sub-Clause, the Employer shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Employer in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.

**1.23 Period of Policies:**

All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

**1.24 Liquidated Damages:**

Entire project will be completed and handed over within agreed timing in a phased manner. Employer shall levy liquidated damages by way of penalty a sum at the rate of Rs. 1000/- (Rupees One Thousand Only) per day of delay, maximum up to 10% of tender amount.

**1.25 Extra Items :**

The rates of all authorized extra items or additional, altered or substituted work shall be worked out as follows:

- (i) The rates shall be based on or derived from the existing rates in the contract as far as possible and to the maximum extent possible from the same class & nature of work.
- (ii) Where the rates cannot be derived in the manner of (i) above, the same shall be worked out on the basis of most competitive Market Rates inclusive of any taxes, octroi etc. plus 20% for contractor's profit, overheads and supervision charges or as suggested by the Consultant.
- (iii) The contractor shall, within 3 days of the date of receipt of an order to carryout the above or within 3 days after having carried out the above work, submit the rates which he proposes to claim for such items of work, supported by rate analysis and vouchers. The project engineer shall with due analysis and justification communicate to the contractor the rate admissible for these items, within a period of one month.

**1.26 Escalation:**

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the progress of the project and during the defect liability period. No alteration in this Clause will be acceptable.

**1.27 Receipt of Tenders:**

Tenders along with all the copies, drawings etc. in sealed envelope will be received as stated in clause 1.4 above.

**1.28 E.S.I. ( Employees State Insurance) & Provident Fund:**

ESI charges & Provident fund charges, if applicable, shall be borne by the Contractor.

**1.29 Work Tax:**

Payment of works contract tax shall be the responsibility of the Contractor.

## **APPENDIX**

### **SUMMARY OF VARIOUS CLAUSES**

1. Date of commencement (1.15) : 3 days from the date of issue of work order.
2. Period of completion (1.15) : 21 days from the date of commencement.
3. Defects Liability period (1.16) : 12 months from the date of virtual completion.
4. Earnest Money Deposit (1.19 a) : Rs. 4500/- (Rs. Four Thousand Five Hundred along with Tender in the form of the Bank Draft.
5. Retention Money (1.19 b) : 10% of the certified gross value of Bill.
  - (a) Installment : there is no any provision of running payment
  - (b) Final release : retention money shall be released after the defect Liability period of 1 year from the date of virtual completion
6. Value of work for interim bill : there is no any provision of running payment
7. Liquidated damages (1.24) : @ Rs. 1000/- per day, subject to 10% of total contract value.

## TENDER FORM

To,

The Regional Manager,  
UNION BANK OF INDIA,  
Regional Office,  
Vyapar Vihar Road,  
Bilaspur,  
Chhattisgarh

SUB: PROPOSED ELECTRICAL WORK AT RAJPUR BRANCH.

Dear Sirs,

With reference to the tender by you for the above proposed work, I/we write this after

- (a) having examined the design, drawings details, schedule of quantities, schedule of materials, schedule of workmanship, instructions to tenders, draft agreement and having thoroughly gone through all the pages of the Tender documents & having understood the facts intended to be conveyed therein the tender annexed thereto (here-in-after called the Contract Documents) relating to the proposed work.
- (b) having visited and examined the work site of the proposed work and,
- (c) having acquired with the requisite information as affecting the tender.

I/We, undersigned, hereby offer to execute the proposed work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

I/we undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site.

I/We further undertake that on failure, subject to the condition of the contract relating to extension of time, I/We shall pay the agreed 'Liquidated Damages' to the Owner the sum named in the Appendix to the conditions of contract, 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as 'Earnest Money' of **Rs. 4500/- (Rs. Four Thousand Five Hundred Only)** carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so.

I/We further agree to the deduction of 10% from the 'Interim Payment' towards the 'Retention money, which will be returned as per the relevant Clauses in the agreement.

Yours faithfully

Name of the partners of the firm

OR

Name of the persons having Power-of Attorney to sign the contract.



**DRAFT AGREEMENT****ARTICLES OF AGREEMENT:**

Made on the \_\_\_\_\_ day \_\_\_\_\_ month of 2022 between –  
 M/S UNION BANK OF INDIA, \_\_\_\_\_,  
 RAIPUR (Hereinafter called "The Employer") on the one part and  
 M/s \_\_\_\_\_

(hereinafter called "The Contractor") on the other part WHEREAS the Employer is desirous of execution of Civil, Furniture & Interior Decoration work / Electrical Work (hereinafter called "The work").

And has caused Drawing and Schedule of Quantities showing and describing the work to be done to be prepared by or under the direction of M/S ARVIND SINGH THAKUR, GOL CHOWK, ROHINIPURAM, RAIPUR.

AND WHEREAS the contract has supplied the Employer with a fully priced copy of the said Schedule of Quantities (Which copy is hereinafter referred to as the 'Contract Bills') AND WHEREAS the said Drawings (hereinafter referred to as the 'Contract Drawings') and the contract bills have been signed by or on behalf of

the parties hereto : AND WHERE AS the contractor has deposited the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) with the Employer for the due performance of this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

For the consideration herein after mention the contractor will upon and subject to the conditions. Annexed carry out and complete the work shown upon the contract drawings and described by or referred to in the contract bills and in the said conditions.

The Employer will pay the contractor the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) referred to as the contract sum or such other sum as shall become payable here under at the times and in the manner specified in the said conditions.

The term "the consultant" the said conditions shall mean the said M/S ARVIND SINGH THAKUR, GOL CHOWK, ROHINIPURAM, RAIPUR in the event of his death or ceasing to be the architect for the purpose of this contract such other person as the employer shall nominate for the purpose not being a person to whom the contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with the said conditions. Provided always that no person subsequent appointed to be the consultant under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.

The said condition and appendix there to shall be read and construed as forming part of this agreement and parties here to shall respectively abide by submit themselves to the conditions and perform the agreement on their parts respectively in such conditions contained.

AS WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Signed by the said Employer \_\_\_\_\_

In the presence of Witness:

Name:

Address:

Signed by the said Contractor \_\_\_\_\_

In the presence of Witness:

Name:

Address:

## DEFINITIONS AND INTERPRETATIONS

### 1. DEFINITIONS :

The following terms shall have the meaning hereby assigned to them except where the context otherwise require.

- (a) Employer, means M/s UNION BANK OF INDIA or his/her Authorized Representative.
- (b) Consultant, shall be the person for the time being or from time to time duly appointed by the Employer to act as 'Architect' for the purpose of the contract. In some part of the document, the word Architect shall also mean the said "Consultant".
- (c) Contractor, shall mean the successful tender to whom the contract has been awarded.
- (d) Subcontractor, shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Consultant and the legal representative, successors and assigns of such person.
- (e) Contract, shall mean and include the following :
  - (i) Notice Inviting Tender
  - (ii) Tender Form (duly signed in by Tenderer)
  - (iii) Definitions and Interpretation,
  - (iv) Schedule of quantities,
  - (v) Schedule of materials,
  - (vi) Schedule of workmanship, and
  - (vii) Drawings
- (f) Site, shall mean the actual place in, over or under which work is to be done, allotted by the Employer for contractor's use.
- (g) Work, of the contract shall mean and include materials, labour and the resources required for the fulfillment of the clauses of the contract.
- (h) Contract Price, shall mean the sums referred to in the formal agreement, any or the work order.

### 2. ASSIGNMENT AND SUB-LETTING :

#### 2.1 Assignment :

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under without the written permission of the Consultant/Employer.

#### 2.2 Sub-letting :

The Contractor shall not sub-let the whole or part of the contract. The contractor shall not sublet any part of the works without the written consent of the Architect and the Employer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of the subcontractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants, or workmen.

### 3. DRAWINGS :

#### 3.1 Issues of Drawings :

Drawings approved for the work will be issued, if required, to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly. The contractor shall give adequate notice in writing to the Consultant or his Representative of any further drawings or specification that may be required for

the execution of the works or otherwise under the contract.

### **3.2 Copies of drawings :**

One copy of all the drawings furnished to the contractor through these contract documents shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Employer/Consultant or his Representative and by any other person authorized by the Consultant. The contractor may request for additional copies on payment of Rs. 200/- per set.

### **3.3 Issue of further drawings and instructions :**

The Employer/Consultant shall have full power and authority to supply to the contractor from time to time through his representative, during the progress of the works such further drawings and instructions, if required, as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

### **3.4 Ownership of Drawings :**

All drawings supplied to the contractor are deemed to be the property of the Consultant. The contractor agrees both on the behalf of himself and his employees, and sub-contractors, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

### **3.5 Plans and drawings to be submitted by the Contractor :**

Layout and details of temporary works that the contractor wants to carry out to fulfill his obligation under the contract. Within 7 days the Consultant will give their approval/comments sufficient to proceed with the work or objections/instructions to the contractor based on which the drawings shall be revised and re-submitted for approval by the Consultant. All these plans and drawings submitted by the contractor and approval by the Consultant shall become part of the contract.

## **4. GENERAL OBLIGATIONS :**

### **4.1 Inspection of site etc. before submission of tender :**

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the work and nature of the resources required and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. The Employer/Consultant will not be responsible for any loss to the contractor resulting from any such reasons after acceptance of tender.

### **4.2 Clarification before submitting tenders :**

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

### **4.3 Rates quoted for finished work :**

The rates quoted in the tender by the contractor must be for the finished work as per the drawings, specifications and as per the related clauses.

### **4.4 Location of work :**

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

**4.5 Validity :**

The tender shall remain open for acceptance for a period of 60 days from the date of opening of the tender.

**4.6 Programme of work :**

Soon after the award of contract, the Contractor shall submit to the Consultant/Employer for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Consultant/ Employer representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Consultant or his Representative of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

**4.7 Removal of Workmen :**

The Consultant/Employer shall have liberty to object to and order the contractor to remove forthwith from the works any person, employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Consultant/Employer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Consultant/ Employer to be undesirable and such person shall not be again employed upon the works without the written permission of the Consultant. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Consultant.

**4.8 Temporary Structure :**

Construction of site shed, proposed to be temporarily constructed by the contractor for his office work, storage of materials etc., shall conform to the standard sketch, or to the plan approved by the Consultant. Permission for the construction of such shed shall be obtained in writing.

**4.9 Damage to persons and property :**

The contractor shall indemnify and keep indemnified the employer against all losses and claims for injuries or damages to any person or property whatsoever, which may arise out of or in consequence of the construction/fabrication, installation, fixing and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**4.10 Co-operation with other Agencies :**

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Employer and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

**4.11 Protection of underground services :**

The contractor must take all precautionary measures to protect the underground and other services lines, viz. cables, water and sewer line etc. and observe any specific instructions which may be given

**4.12 Site Order Book :**

A site order book must be maintained and always be available at site to record the instructions by the Consultant or his representative. The contractor must see that the Instructions therein are properly carried out.

**4.13 Record of materials borrowed by the Employer :**

The contractor shall, maintain an account of different materials borrowed from the Employer, for executing the works under the contract. The Consultant/Employer shall have the power to check the position of materials at all times and verify stocks as and when desired.

**4.14 Conflict in meaning between schedule of rates and specifications :**

The schedule of quantities shall be read in conjunction with the schedule of materials & the schedule of workmanship. In the event of conflict in the meanings therein, the corresponding item in the schedule of quantities shall always have precedence over the others.

**4.15 Conflict in meaning between general conditions of contract and the terms and conditions :**

In case of any inconsistency between the general conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

**5. LABOUR :**

**5.1 Labour Rates :**

In respect of all labour directly or indirectly employed on the works by the contractor or the sub-contractor, the contractor shall comply with the provisions of the contract labour (regulation and abolition) act 1970 minimum wages act 1948, payment of wages act 1936 and any amendments thereof and all legislation and rules of the state and or central government or other local authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor obligation under the contract.

**5.2 Reporting accident of labour :**

The contractor shall be responsible for the safety of all employee and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accident to and of them, however caused and whenever occurring to the authorities concerned required as per law and to the Consultant/employer or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

**5.3 Provision of workman's compensation act :**

The contractor shall at all times indemnify and keep indemnified the employer against all claims for compensation under the provisions of the workman's compensation act 1923 or any other law or the time being in force by or in respect of any work man employed in connection there with. In every case in which by virtue of the provisions of the said act, the employer is obliged to pay compensation to a workman employed by the contractor in executing the works, the employer shall recover from the contract the amount of the compensation so paid and without prejudice to the rights of the employers under the said act. The employer shall be at liberty to recover such amount or ant part thereof by deducting it form the security deposit or from any due by the employer to the

contractor whether under this contract or otherwise without prejudice to any other remedy that may be available to the employer in law. The Employer shall not be bound to contest any claim made against it under the said act except on the written request of the contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequence of contesting such claim.

**5.4 Accident or injury of workmen :**

The employer shall not be liable for or in respect of any damages or compensation payable in law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his subcontractor, and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation and against all claims, demands, proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto.

**5.5 Age limit of labour :**

The age limit for employment of labour shall be in strict accordance with the existing labour legislation's.

**6 MATERIAL TESTS AND WORKMANSHIP:**

**6.1 Quality of materials, workmanship and tests :**

All materials and workmanship shall strictly be of the respective kinds described in the contract and in accordance with the Consultant or his representatives instructions and shall be subjected from time to time to such tests as the Consultant or his representative may direct at the place of manufacturer or fabrication or on the site all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Consultant or his representative.

**6.2 Construction of prototypes or samples of work :**

The contractor shall construct prototypes or samples, if required, of work as laid down in the contract or as instructed by the Consultant. Such prototypes or samples of work, after approval by the Consultant/ Employer shall serve as the standards to be achieved in the final construction/fabrication.

**6.3 Cost of samples :**

All samples shall be supplied by the contractor at his own cost.

**6.4 Cost of test :**

The cost of making any test as per specifications shall be borne by the contractor and contractor should arrange for all requirements to take the samples by Consultant/Employer.

**6.5 Inspection of operation :**

The Consultant /Employer or their representative or any person authorized by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the, right to such access.

**6.6 Examination of work before covering up :**

No work shall be covered up or made out of view without the approval of the Consultant/Employer or their representative and the contractor shall afford full opportunity to the Consultant or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Consultant, representative wherever any such work or foundations is or are ready or about to be ready for examination and the Consultant's representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

**6.7 Uncovering and making openings :**

The Contractor shall uncover any part or parts of the works or make openings in, or through the same as the Consultant may ask from time to time. After required inspection by the consultant/employer, the contractor shall reinstate and make good such part or parts to the satisfaction of the Consultant. If any such part have been covered up or put out of view after due compliance with the requirements of clause 6.5 & 6.6 hereof and are found to be executed in accordance with the contract, the expenses of uncovering making openings in or through, reinstating and making good, the same shall be borne by the Employer, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer and deducted by the Employer from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Employer in law.

**6.8 Removal of improper work and materials :**

The Consultant/Employer or his representative shall during the progress of the works have power to order in writing from time to time.

- (a) for the removal from the site within the time specified in the order of any material which in the opinion of the Consultant or his representative are not in accordance with the contract.
- (b) for the substitution of proper and suitable materials.
- (c) for the removal and proper re-execution (not withstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not in the opinion of the Consultant or his representative in accordance with the contract.

**6.9 Suspension of work :**

The contractor shall, on the written order of the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall, during such suspension, properly and secure the work. So far as is necessary in the opinion of the Employer.

**7 TIME OF COMPLETION AND TAKING OVER :****7.1 Site & its Possession :**

Possession of site said in far the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Consultant shall give to the contractor possession of so such of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the bank.

**7.2 Time of completion :**

The whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 7.3

**7.3 Extension of time of Completion :**

Should the amount of extra or additional work of any kind or changes-in scope of work or other special circumstance of any kind whatsoever which may occur, be such as fairly to Justify the contractors' request for extension of time for the completion of the works the Consultant shall determine the amount of such extension and shall intimate the contractor in writing. Provided that the Consultant is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submitted to the Consultant full and detailed particular of any request to the extension of time to which he may consider to be justified.

**7.4 Extension of completion time due to strike, fire etc. :**

If in the opinion of the Consultant /Employer the progress of the work has at any-time been delayed by strikes, fire inclement unavoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Consultant may decide and this will be indicated in writing. No extra payment will be given to the contractor for such extensions.

**7.5 Work treated as complete :**

The works shall not be treated as complete until

- (a) The site is clear from all materials (brought to site by contractor), site shed etc. and the Consultant/Employer is satisfied with the job done by the contractor.
- (b) The contractor has submitted the reconciliation statement regarding the material borrowed from the Employer.
- (c) All equipment tools, plants etc. taken from the Employer have been returned by the contractor.
- (d) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- (e) Rectification of any damage done by the contractor to the work executed has been satisfactorily done by the contractor.

**7.6 Taken Over :**

After completion of works or any substantial part of the works before the completion of the whole of the works, the contractor shall notify the Consultant in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Consultant and occupied or used by the Employer or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part that is such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed, for the purpose of other relevant clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

**7.7 Maintenance :**

For a period of twelve months commencing immediately after completion of the work by Contractor, the contractor's liability shall be to replace the defective parts rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Employer (under Clause 2.1 and 2.2) arising solely from faulty material or workmanship or for any other reason. If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the



expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time the Employer may proceed to get the required rectification, repair done by other agencies and deduct the expense from the final payment due to the contractor. Immediately upon expiry of the maintenance period the Employer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

## **8. TERMINATION OF CONTRACT :**

### **8.1 Termination of Contract :**

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Employer shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slow on any particular item or items of work, the Employer shall have the right to execute this item or items through another agency or agencies, including its own department at the cost and risk of the Contractor.

### **8.2 Back Charging the contractor :**

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to contractors' account and shall be recovered from any money due to or that may become due to the contractor without prejudice to any other remedy that may be available to the Employer in law.

## **9. ALTERATIONS, ADDITIONS AND OMISSIONS :**

### **9.1 Variation :**

The Consultant/Employer shall be entitled to make any variation in one quality or in all the quantities of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do the same for Employer in law.

- (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any such work.
- (c) Change the character or quality of kind of any such work.
- (d) Change the levels, lines, position and dimensions of any part of the works and,
- (e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

### **9.2 Order for variations to be in writing :**

No such variation shall be made by the contractor without receiving in writing from the Employer or an order in writing from the Consultant, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the schedule of quantities which

are estimates. In such cases, the, contractor shall be paid only for the actual quantity of work done as certified by the Consultant at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Consultant shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Consultant, which shall be deemed to be an order in writing within the meaning of this Clause.

### **9.3 Extra Items :**

If the contractor has been asked to execute any such item/work in course of construction/fabrication for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by the employer on the following lines, in the order of preference.

- (a) The rates to be derived from any one of the quoted rates for similar items of work in the tender.
- (b) Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the contractor shall submit to the Architect detailed analysis of the rate proposed by the contractor supported by relevant vouchers. While fixing rates for extra items an allowance of 20% of the cost will be provided towards contractor's overheads, profits, and establishments taken together.

### **9.4 Rebate/extra over original item :**

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

For items not covered in the schedule, rebate/extra shall be derived based on observation /analysis of labour and materials involved in such items.

### **9.5 Items of Ad-hoc nature :**

The contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Consultant and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 15% of the cost.

### **9.6 Claims :**

The contractor shall send to the Consultant's/Employer's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expenses to which the contractor may consider himself is entitled and of all extra work ordered by the Consultant, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided a way that the Consultant/Employer shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Consultant/Employer in writing, that he intends to make a claim for such work.

## **10. MEASUREMENTS :**

### **10.1 Quantities :**

The quantities set out in the schedule of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfillment of his obligation under the contract.

**10.2 Works to be measured :**

The Consultant shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Consultant or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to such agent, then the measurement made by the Consultant or approved by him, shall be taken to be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the Consultant's representative for decision by the Consultant, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

**10.3 Method of measurement :**

The works shall be measured net in accordance to IS-1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

**11. SETTLEMENT OF DESPUTES :****11.1 Matter to be settled :**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Consultants, and the Consultant shall within a reasonable time after their presentation make and notify decisions thereon in writing after consulting the Employer. The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the employer or by the architect on behalf of the Employer are matters which are referred to hereinafter as excepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

**11.2 Time limit :**

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to or if the Employer fails to make a decision within a reasonable time, then and in any such case, but except in any of the excepted matters referred to in the above clause, the contractor after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference and only such dispute or difference other than excepted Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1940, for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and the time being in force shall apply to such arbitration.

**11.3 Arbitration :**

The contractor shall not except with the consent writing of the Employer, or the Consultant, in any

way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Architect and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Consultant instructions with regard to the actual carrying out of the work except as specifically affected by such award.

## **12. NOTICES :**

### **12.1 Service of notice on contractor :**

All certificates notices or written orders to be given by the Employer or by the Consultant to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

### **12.2 Service of notice on Employer :**

All notices to be given to the Employer under the terms of the contract shall be served by sending by post or delivering the same to the Employers' address.

## **13 SPECIAL INSTRUCTIONS:**

### **13.1 Start of work:**

The work shall be carried out, when the building or parts are ready for installation.

### **13.2 Quality & standard :**

The work is to be carried out as per the Indian Electricity Rules & Standard code of practice & other relevant specifications. Workmanship shall be to the satisfaction of the Engineer-in-charge/Consultants. Preference to the work/items shall be given as per requirement of employer & site situations.

### **13.3 Approval :**

The installation shall have to be approved by Electrical Inspector/C.S.E.B. & or any other local authorities, if required & such approval shall have to be arranged by Contractor. Any alterations, additions suggested by them shall have to be incorporated by the Contractor at his cost.

### **13.4 Replacement of work :**

If any part or whole of the work or any item is not executed to the entire satisfaction of the Engineer-in-charge/Consultant. The Contractor shall have to demolish & do the same work again without any extra cost if so ordered by the Engineer-in-charge/ Consultant.

### **13.5 Repairs & fitness :**

The place after any work is completed should be cleaned by the contractor. Breaking of walls, slabs, roads etc. necessary for laying cables, conduits drawing of cables/wires etc. & making them good to original position will have to be done by the contractor through skilled workers.

### **13.6 Completion drawings :**

On the completion of the work the Contractor shall supply free of charges, completion plan showing line/circuit diagram in triplicate along with insulation earth test report of the Internal & External electrification. These shall be handed over to the Engineer-in-charge/Architect in good condition by the Contractor before the finalization of his final bill.

**14 TESTING & COMMISSIONING :**

Before the lighting/power installation is made alive, the Contractor shall carry out tests enumerated below in presence of Engineer-in-charge or his authorized representative. All testing equipment necessary to carry out the tests shall be arranged by Contractor. Nothing extra shall be payable for testing.

- 14.1 Measure Insulation resistance of each circuit without placing lamps in place & it should not be less than 5 mega ohms to earth.
- 14.2 Before energizing, measure insulation resistance of the cable from phase to phase & that from phase to ground, Insulation, resistance of the bus bars at the lighting panel from phase to phase from phase to ground shall be measured-before energizing the panel & should comply latest IS.
- 14.3 Current & voltage of all phase shall be measured at the lighting panel bus bars with all circuits on with fixture & also in all switch board.
- 14.4 Check the earth continuity for all sockets outlets. A fixed relative position of the phase & neutral connection inside the socket-shall be established for sockets.
- 14.5 The earth electrodes shall be tested for earth resistance by means of standard earth test. The resistance between the earthing system & the general mass of earth shall not be greater than 1 ohm.
- 14.6 While crossing the expansion joints, conduits shall be provided with flexible pipe which shall not be more than 250 mm., at both the ends of conduit proper flexible couplings shall be provided & earth wire shall be properly connected to earthing terminal of coupling.
- 14.7 The tenderer should quote their rates after site visit only. In case for cable trench, street light pole pit, earthing pit etc. or any place where Contractor has to dig the earth in hard strata or rock he has to do so at quoted rates only. No blasting shall be allowed for such digging.
- 14.8 For earthing of street light tubular pole earth spirit shall be used. Out of 8 SWG GI wire as per standard specification.

-----

**SPECIFICATION OF MATERIALS TO BE USED (ELECTRICAL)**

- |   |  |
|---|--|
| 1. Electrical Wires                         | - 1.0 Sqmm to 4.0 Sqmm multi strand, single core, PVC coated, copper wire<br>Finolex/Havells/Polycab/Anchore.  |
| 2. MCB                                      | - “C” series MCBs. for all Amperage. Havells/HPL/Anchore/Legrand.  |
| 3. AC Socket                                | - Metal box type, 20 Amp, socket, switch & MCB mounted type switch board.<br>Havells/HPL/Anchore/Legrand   |
| 4. Electrical switch board and its fittings | - All the fittings and fixtures needed for installation of switch boards, such as, metal/PVC boxes, switches, sockets, step regulator, telephone twin socket, fuse etc. shall be of modular series. Anchore/Legrand/Havell |
| 5. PVC conduit pipe                         | - 1.5mm Th. PVC conduit pipe for all diameters.<br>POLYCAB/SRASWATI/BEC/NIC.   |
| 6. Ceiling fan                              | - 48”, double ball bearing, ceiling fan. HAVELLS/BAJAJ/CG/ORIENT.  |
| 7. Exhaust fan                              | - 12”, 900 rpm, and heavy duty exhaust fan. “Turbo heavy duty” model of<br>HAVELLS/BAJAJ/ CG/ORIENT.   |
| 8. Lights                                   | - 2 X 36W/ Downlight LED, WHITE, recessed mounting/ surface mounting<br>luminaries assembly, complete. Make HAVELLS/ CG/BAJAJ  |
| 9. Cabin Fan                                | - High speed cabin fans of white colour. HAVELLS/BAJAJ/ CG/ORIENT.   |

**IMPORTANT:**

Whenever any of the aforesaid materials of mentioned make/grade/quality/standard/ colour is found to be unavoidably difficult in making available, shall immediately be brought into the knowledge of bank's architect/representative and a written permission for an alternative must be obtained from bank.

## **SPECIFICATION OF WORKMANSHIP TO BE FOLLOWED (ELECTRICAL)**

1. All the wire crossings, flexible PVC pipes must be used to avoid any overlapping of wires.
2. Joints in the lines must be avoided as far as possible, however if unavoidable, the joints must be properly covered with electrical tapes.
3. While laying wires (for lights, fans, fire alarms, etc) in the false ceiling, wires must be run strictly in the PVC conduit pipes only.
4. PVC casing strips and cap can be used while laying wires through furniture (as in the case of counters, tables and side tables).
5. While carrying the wires from walls to the furniture, if required, it must be taken through the floor by laying the conduit pipe and finishing the floor with cement mortar.
6. All the operative units/members fixed as hardware/fittings/fixtures/electrical goods etc. (such as switches, sockets, wires, lamps, tube lights, bulb, halogens, etc.) shall operate smoothly and shall be well in operation/performance at the time of handing over work/site to bank.
7. The existing data line may or may not require to be extended, depending upon the proposed new furniture layout. The extension of the data line (if required) must be done properly by joining new cable to the existing cable so that the continuity is maintained.

### **IMPORTANT:**

Whenever any of the aforesaid operations/activities are found unavoidably difficult to carry out, due to existing site conditions, the same shall immediately be brought into the knowledge of bank's architect/representative and a written acceptance for an alternative must be obtained from bank.