



(Chandigarh Zone , S.C.O. No.181-182, Sector-17 C, Chandigarh)
(Telephone Nos. 0172-2703212-15, 2713354)
(E-mail address : zo.chandigarh@bankofindia.co.in)

TENDER FOR THE FURNISHING / ELECTRICAL / DATA CABLING WORK

**OF BANK OF INDIA AT PROPOSED LOCAL HEAD OFFICE, SCO 181-182, Sector 17-C,
Chandigarh**

SPECIFICATIONS / BRANDS / MAKE OF ITEMS TO BE USED FOR FURNISHING

PART –A (Technical Bid)

Consisting of :

Tender Document

1. Tender Notice
2. General rules & regulations
3. Articles of agreement
4. Form of Tender
5. Special conditions
6. General Conditions of contract.

NOTE: All conditions, rules, instructions specifications and any other information in part A is for the purpose of governing Part B. Both Part A and Part B along with all Drawing constitute the full and complete Tender Document

ARCHITECTS :

GURDEV GROUP OF ARCHITECTS
SCO 1094-95, SECTOR 22-B, CHANDIGARH –
160 022 PHONE : 0172-2712201
MOBILE : 094170-08450

Client:

Bank of India

Zonal Office

S.C.O : 181-182,

Sec-17 C,

Chandigarh. –160017

ISSUED TO M/S _____

TENDER DOCUMENT**FOR****FURNISHING / ELECTRICAL /
DATA CABLING WORK OF
BANK OF INDIA****AT****PROPOSED Local Head Office, SCO 181-182, Sector 17-C, Chandigarh****OFFICE OF THE
ZONAL MANAGER
BANK OF INDIA
ZONAL OFFICE
SCO- 181-182
SECTOR 17-C
CHANDIGARH**ARCHITECTS :**GURDEV GROUP OF ARCHITECTS**SCO 1094-95, SECTOR 22-B,
CHANDIGARH – 160 022
PHONE : 0172-2712201
MOBILE : 094170-08450Last Date & time for receiving : 10.11.2009 at 2:00 p.m.
of sealed tenders.Place and date of opening of : 10.11.2009 at 3:00 p.m. in the Office of DGM, Bank of
India, Zonal Office, Sector 17-C, Chandigarh.

DETAILS OF TENDER

1. Detail of works to be done : Interior furnishing & allied work for the furnishing of Bank of India at **Proposed Local Head Office, SCO 181-182, Sector 17-C, Chandigarh**
2. Form of Contract : Item wise rate
3. Earnest Money : Rs. **12,000/-** (Twelve thousands only) in the form of Demand draft in favour of **Bank of India**, payable at Chandigarh
4. Period of contract / time of Completion : 15 days
5. Liquidated damages for non-completion of work in time : 1.0% of the contract value per week subject to a max of 10% of the contract value.
6. Defect Liability Period : 12 months (Twelve months) from the date of virtual completion as certified by Architect / employer.
7. Retention amount for 12 months : 10 % of the total bill.
8. Period of submitting of Final bill. : 15 days form the date of completion.
9. Mobilization Advance / Secured Advance : No. Mobilization Advance / secured Advance will be given to the Contractor.

**Zonal Manager,
Zonal Office ,
Bank of India, Sector : 17-C,
Chandigarh.**

TENDER FOR THE FURNISHING / ELECTRICAL / DATA CABLING WORK

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Chandigarh**

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Client:**Bank of India**

Zonal Office

S.C.O : 181-182,

Sec-17 C,

Chandigarh. –160017

TENDER FOR THE FURNISHING / ELECTRICAL / DATA CABLING WORK
OF BANK OF INDIA AT Proposed Local Head Office, SCO 181-182, Sector 17-C,
Chandigarh

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TENDER FOR THE FURNISHING / ELECTRICAL / DATA CABLING WORK
OF BANK OF INDIA AT Proposed Local Head Office, SCO 181-182, Sector 17-C,
Chandigarh TENDER NOTICE

To

M/s.

Dear Sir,

Our Bank intends to carry out **FURNISHING / ELECTRICAL / DATA CABLING** Proposed
Local Head Office, SCO 181-182, Sector 17-C, Chandigarh

2. We invite competitive sealed tenders for the captioned work. You are invited to submit your tender as per details given hereinafter below:

1. Sealed tenders, on item rate basis, should be addressed to **the Zonal Manager, Bank of India, Zonal Office, Chandigarh Zone, A & S Department, 3rd Floor, S.C.O. 181-182, Sector – 17 C, Chandigarh – 160 017.**
2. Sealed tender in TWO envelopes, to be submitted to the office of **the Zonal Manager, Bank of India, Zonal Office, Chandigarh Zone, A & S Department, 3rd Floor, S.C.O. 181-182, Sector – 17 C, Chandigarh – 160 017.**
3. Copies of Tender form can be taken from the office of **the Zonal Manager, Bank of India, Zonal Office, Chandigarh Zone, A & S Department, 3rd Floor, S.C.O. 181-182, Sector – 17 C, Chandigarh – 160 017** to 10.11.2009 during office working hours between **10.00 am to 2.00 p.m.**
4. The last date of submission of tender, duly filled in two Sealed Covers (Envelope no. 1 and Envelope no. 2) is 10.11.09 up to 2.00 p.m. The rates shall be filled in the bill of quantities both in words and in figures. No tender will be accepted after the aforesaid date and time under any circumstances whatsoever.
5. You are not expected to include any conditions contrary to tender provisions. However, if it is necessary to include any conditions the same shall be submitted along with Part A of tender in sealed cover super scribed Envelope no: I. Only priced bill of quantities is to be put in sealed cover super scribed as Envelope no. 2
6. The tenders are issued in two parts viz. Part A and Part B and are to be submitted in a manner described below.
 - Tenderer should put Part A duly filled and signed in a sealed cover super scribed as Envelope no. 1. (Technical Bid)
 - Earnest Money of **Rs. 12,000/- (Rupees Twelve Thousands only)** in the form of Bank Draft in favour of **Bank of India** should be put along with Part A as above. **A tender which is not accompanied by Earnest Money Deposit in prescribed form will be rejected.**
 - Part B of the tender i.e. bill of quantities duly priced and signed should be put in sealed cover super scribed as Envelope no.2 (Financial Bid). No conditions shall be put in Envelope no. 2.
 - Tenderer are advised to refrain giving any clues in regard to their tendered rates /price amount in Envelop no. I. (Technical Bid)
7. The Envelop no 1 (Part A) will be opened on 10.11.09 at 3.30 p.m. in the office of **the Zonal Manager, Bank of India, Zonal Office, Chandigarh Zone, A & S Department, 3rd Floor, S.C.O. 181-182, Sector – 17 C, Chandigarh – 160 017** in presence of the Architects and Authorized Representatives of the tenderer who can take decision on the spot in the matter. The time and date of opening of the Envelope no. 2 (Part B) containing priced bill of quantities will be advised after opening of the Envelope

- no.1; however, Envelope no. 2 (Part B) containing priced bill of quantities will be opened immediately after opening of Part A provided all the tenders are found unconditional or conditions are withdrawn by the tenderer.
8. If the Earnest Money Deposit and Tender Form cost (if Tender form is downloaded by the tenderer) in prescribed form as above are not found in Envelope no. 1, the tender will be rejected and the Envelope no.2 will not be opened by the Bank of that tenderer.
 9. The Bank is not bound to accept any conditions put forth by the tenderer in Envelope no.1. All conditions, not included in the original tender documents, should be withdrawn by the tenderer unconditionally, failing which the tenderer should evaluate and submit the amount by which their tender amount be raised (in percentage only) on account of the withdrawal of conditions in a sealed cover super scribed as Envelope no.3. However, if some particular condition-
0. +ns or some suggestions made by the tenderer considered by the Bank, then all the tenders will be given standardized conditions and should be asked to intimate the price adjustments on percentage basis (+ or -) over the original tender sum, if any or nil adjustments in a sealed cover super scribed as Envelope no. 3. If the tenderer does not submit Envelope no.3 on due date and time as intimated, the Envelope no .2 of such tenderer will not be opened and their tender will be treated as rejected.
 10. Envelope no.2 and Envelope no.3 (if asked for as per para 9 above) will be opened on intimated date and time. No correspondence /revised offer whatsoever will be entertained.
 11. Earnest Money Deposit shall not bear any interest and shall be forfeited in the event of any evasion, refusal or delay on the part of the tenderer to sign & execute the contract on acceptance of his tender.
 12. Bank of India reserve the right to accept any (fully or partly) or reject all the tenders without assigning any reason thereof.

GENERAL RULES & INSTRUCTIONS FOR THE COMPLIANCE & GUIDANCE OF TENDERERS.

1. Tender are hereby invited on behalf of the **Zonal Manager, Bank of India, Zonal Office, Chandigarh Zone, A & S Department, 3rd Floor, S.C.O. 181-182, Sector – 17 C, Chandigarh – 160 017.**
2. Contract document consisting of the plans, complete specifications, the schedule of quantities of the various class of work to be done, and set of conditions of contract to be complied with by the person whose tenders can be accepted and which will also be found in the form of tender, purchased from the office of **the Zonal Manager, Bank of India, Zonal Office, Chandigarh Zone, A & S Department, 3rd Floor, S.C.O. 181-182, Sector – 17 C, Chandigarh – 160 017 Phone : 0172 2713354** as given hereinabove. **The Contractor should acquaint himself about the site conditions.**
3. Tenders are to be on prescribed form (Part A & Part B) which can be obtained from the office of **the Zonal Manager, Bank of India, Zonal Office, Chandigarh Zone, A & S Department, 3rd Floor, S.C.O. 181-182, Sector – 17 C, Chandigarh – 160 017** as given hereinabove in Tender Notice.
4. As tender comprises of Part A and Part B dates for submission / opening of the tenders and parts thereof along with the superscription on the sealed covers etc. should be as per specific instructions in the Tender Notice.
5. The tenderer should quote in figures as well as in words the rate and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
6. In case of illiterate contractors, the rates and the amount tendered should be attested by a witness.
7. **Earnest money amounting to Rs. 12,000 (Rupees Twelve Thousands only) in the form of Bank Draft/ Pay Order drawn in favour of Bank of India, Chandigarh** must accompany the tender Part 'A' in the sealed Envelop no1.
8. The acceptance of a tender will rest with Bank of India, which does not bind itself to accept the lowest tender and reserve to itself the authority to reject any or all of the tenders received without assignment of a reason. All tenders in whom any of the prescribed conditions are not fulfilled or are in complete in any respect are liable to be rejected. The bank reserves the right to accept the tender in full or part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejection.
10. All rates shall be quoted on the proper form of the tender alone.
11. An item rate tender containing percentage below/above will be summarily rejected.
12. On acceptance of the tender, the name of the accredited representative of the contractor who would be responsible for taking instructions from the Bank/Architects shall be communicated to the bank.
13. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words "P" after the decimal figures e.g. Rs. 2.15P and in case of words the word "Rupees", Should precede the word "Paisa". Should be written at the end, unless the rate is in whole rupees and followed by the word "ONLY" it should be invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
14. The bank does not bind itself to accept the lowest tender or any tender and reserve the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
15. All taxes (including works contract tax, turnover tax, trade tax, Value Added Tax etc.) or any other tax on material or on finished works in respect of this contract shall be payable by the contractor and the bank will not entertain any claim whatsoever in this respect.
16. The contractor shall give list of his relatives if working with the Bank along with their designation and addresses.
17. No employees of the bank is allowed to work as a contractor for a period of two years of his retirement from the bank, service, without the previous permission of bank. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such person who had not obtained the permission of the bank as aforesaid before submission of the tender or engagement in the contractor

service.

18. The tender for the work shall remain open for acceptance for a period of 120 days from the date of opening of envelope no. 2 and 3 (if any) of tenders. If any tenderer withdraws his tender before the said period, then the bank shall be at liberty to forfeit Earnest Money paid along with the Tender.
19. The tender for the work shall not be witness by a contractor or contractors who himself /themselves has /have tendered or who may and had /have tendered for the same work. Failure to observe these conditions would tenders of the contractors tendering as well as witnessing the tender liable to summarily rejection.
20. It will be obligatory on the part of the tenderer to tender and sign and tender document for all the components parts and that, after the work is awarded, he will have to enter into agreement for each component with the competent authority in the Bank.
21. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to execute
 1. Civil, Sanitary work etc.
 2. Electrical Work
 3. Computer and LAN cabling etc.
22. Tardiness in commencing work may result in rejection of award of work by the Bank.
23. Submission of tender containing far too many arithmetical errors/deliberate errors and freak rates may be rejected.

FORM OF TENDER

To

M/s.

Dear Sir,

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

MEMORANDUM

- A. Description of work Proposed Furnishing , Electrical and Data Cabling Work at **Proposed Local Head Office, SCO 181-182, Sector 17-C, Chandigarh**
- B. Earnest Money **Rs. 12,000/- (Rupees Twelve Thousands Only)**
- C. Percentage, if any to be deducted from bills and total amount to be retained **10 %** of the gross value of each running bill until the total security deposit i.e. the Initial Security Deposits & retention money equals **10%** of accepted tender sum.
- D. Time allowed for completion of the work 15 days.
- E. Should this tender be accepted, I /we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Bank of India the amount mentioned in the said conditions.
- F. I /we have deposited the sum of **Rs. 12,000/- (Rupees Twelve Thousands Only)** as Earnest Money with the Bank of India which amount will not bear any interest. Should I/we do hereby agree that this sum shall be forfeited by the Bank of India.
- G. Our bankers are
- 1.....
2.
- H. The names of proprietors, partners/ Directors of our firms are
1.
2.
3.

4.

Name of the Partners of the firm authorized to sign.

- 1.
- 2.
- 3.
- 4.

Or

Name of the person having power of attorney to sign the contract .

Certified true copy of the Power of Attorney should be attached.

Signature and address of witness

- 1.
- 2.

Yours truly,

(Signature of the Contractor)

with Seal

SPECIAL CONDITIONS

1. The tenders should quote the rates in figures as well as words.
2. All erasures and alterations made while filing the tender must be attested by initials of tenderer. Overwriting of the figures is not permitted.
3. The earnest money deposit of unsuccessful tenders will be returned after the tender is decided or on expiry of the validity period
4. The bank reserves the right to reject any or all tenders, accept part of any tender or entrust the entire work to any contractor or divide the work to more than one contractor (item wise) without assigning any reason or giving any explanation. The rates quoted by the contractor will hold good for this bifurcation and no compensation will be paid on this account.
5. Joint tenders shall not be considered.
6. If the successful tenderer fails to undertake the work within 7 days from the date of issue of work order, the earnest money deposited by him will be forfeited and work order will be withdrawn.
7. The rates quoted in the tender shall include all charges of scaffolding, lift, any tools and plants, railway freight, labour conditions and fluctuations in the rates, excise duty, octroi and any other taxes or expenditure for carrying out the work.
8. All arrangements for water required for the work and drinking water required for the labours/ workers and also the power (electricity) including Diesel Generator sets needed for the work shall be made by the Contractor at its own cost. Nothing extra on this account shall be paid to the Contractor and no extension of time shall be granted on this account.
9. If the water and / or electricity are / is available with the Employer, the same may be provided to the Contractor subject to recovery of consumption charges from their bills. However, **the Contractor should avoid its misuse.**
10. No escalation in rates will be allowed under any circumstances.
11. The successful tenderer is bound to carry out entire work within the period stipulated in the appendix. The tenderer will have to pay liquidated damages for non completion of the job within stipulated period at the rate as given in General Conditions of the Contract.
12. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same is not included in the Schedule of quantities. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out on the prevailing market cost of material and labour, plus 15% towards Contractors profit, overheads etc.
13. The contractor must co-operate with other agencies/contractors appointed by the Bank so that the entire work shall proceed smoothly and to the satisfaction of the Bank.
14. The contractor shall remove all malba and debris etc., wash and clean the floor and furniture etc. at his own cost and handover the site in proper manner on the completion of the work.
15. The tenderer shall acquaint him with the site conditions, making his own arrangement for storing of materials at site, lift cartage and security etc.
16. The Contractor will attend to all defects noticed during defect liability period. If the contractor fails to attend the defects, will be rectified by the Bank and the expenditure incurred on this account will be recovered from security deposit. If the expenditure incurred exceeds the security deposits the contractor has to deposit such excess amount within 7 **days** otherwise bank will initiate action as deemed fit at the risk and cost of the contractor.
17. The contractor shall make adequate arrangements for watch and ward of his materials and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him or any other sub contractor.

18. The work executed should be got approved by the Bank/Architect and the Contractor shall rectify bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.
19. The contractor shall be responsible for application of labour law, compensation for injury and accident to person, whether employed by him or by his sub contractor.
22. Interior Furnishing, Electrical, Civil, sanitary works, Air Conditioning work and Computer & LAN cabling etc. will be carried out as per Architects drawings / Tender specifications and to the entire satisfaction of the Bank.
23. The Contractor shall give due notice to the Bank to check measurements of any work which is likely to be hidden before covering the same.
24. The Contractor will submit running bills for the value of work done not less than of **Rs. 3.00 lac** mentioning full nomenclatures of items, rates amount measurements sheets, reason for part rates claimed, to the Architects for certification / verification.
25. In case of non completion or delay in completion of work or removal of defects in time, the bank shall be free to appoint another agency to get the job done at contractors risk and cost.
26. Income tax and Works Contract Tax at the rate as applicable of the bill amount will be deducted at source from the contractor's bill and will be deposited with the authorities concerned as per rules.
27. The Bank may delay the progress of work without, in any way, vitiating the contract and grant such extension of time for the commencement /completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not make claim for compensation or damage in relation thereof.
28. The contractor will not execute any extra item without Bank's /Architects permission in writing.
29. The quantities mentioned in the schedule of quantities are approximate. Payment will be made on actual work done by the contractor. However, the Contractor should not increase the quantity without bank's Architect's permission.
30. The bank /Architect has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
31. The Bank has a right to terminate the Contract, if the contractor abandons the work or fails to commence and complete the work in time, or fails to abide by the contract conditions. During the execution of work the contractor must ensure that existing, electrical, / computer wiring should not be disturbed in any case as the disturbance of electrical wiring/ computer wiring may result in breakdown of computer and normal working of the office.
32. The contractor has to sign on all the chapters & all the pages of the tender Document (Part A & B) and **submit it in original** otherwise the tender may be rejected.
33. While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the offices / people functioning in the premises.
34. The work shall be carried out without disturbing Bank's normal functioning.
35. For working beyond office hours prior approval shall be obtained from the Manager of Branch / Architect. The client / Architect reserves full right either to accept or reject such request from the Contractors without assigning any reason whatsoever.
36. No worker of the contractor will be allowed to stay overnight at site without permission of the Branch Manager of the Bank.
37. On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave whole of the site and the works clean and in a workman like condition to the satisfaction of Client / Architect. No extra payment will be made for this purpose.

38. The successful tenderer is bound to carry out entire work within the period stipulated in the appendix. The tenderer will have to pay liquidated damages for non completion of the job within stipulated period at the rate as given in General Conditions of the Contract.

39. **Program work and progress reports :**

The successful contractor will have to submit a detailed bar- Chart indicating the schedule of various activities from the date of commencement till completion and get the same approved by Architect. The Contractor shall strictly adhere to the same. This program shall form part of the contract and shall be binding on the contractor. However, the Bank reserves the right to alter the Program, if necessary, from time to time, No claim whatsoever of any nature by the Contractor on this account shall be entertained by bank. They shall also have to write their requirements about co-ordination form other agencies working at site.

40. **Testing of materials and works and preparation of samples :**

The contractor shall, if required by Architect / bank, arrange to test materials and / or portion of the work at his own cost in order to prove their soundness and efficiency. If after any such test, the material or portion of work is found, in the opinion of the Architect and employer to be defective or is found, in the opinion of the Architect and employer to be defective or unsound, the contractor shall pull down and re-erect the same at his own cost.

Samples of materials and workmanship shall be submitted by the contractor for the Approval of the Architect / Bank before procurement and execution.

41. **Notice:**

The Contractor shall comply with all acts and regulations for the successful completion of the contract works and shall give due notice and pay all fees / taxes etc. as per statutory requirements.

42. **Dimensions:**

Figured dimension are to be followed in all cases, Large scale details take precedence over small scale drawings., In general the drawings shall indicate the dimensions positions and type of construction , the specification shall indicate the qualities and methods, and the bill of quantities shall indicate the quantum and rate for each item of work.

Any work indicated in the drawings and not mentioned in the specifications or vice-versa shall be furnished as though fully set forth in both. Any ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings / documents shall be promptly brought to the provisions giving more rigorous interpretation shall prevail but in the event of disagreement between the contractors and the supervisors, decision of Architect shall be final In case of any discrepancy, the contractor is to ask for an explanation before proceeding with the work. However specifications will prevail over the drawings.

43. **Action where there is no specification :**

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

44. **Typographical or Clerical Errors :**

The Architect's clarifications regarding drawing / details or particulars or typographical or clerical errors shall be final and binding on the contractor.

45. **Performance Guarantee for all bought out items :**

Contractor shall submit written performance guarantee from the manufactures of all bought out items.

46. **Documents to be complementary :**

All sections of contract document and working drawings shall be complementary to each other. In case of ambiguities, discrepancies or contradictions between any two sections, Bank / Architect's decision shall be final and binding on the contractor for interpretation of same.

47. **Contractor's Superintendence :**

The contractor shall appoint a qualified and experienced person to supervise the work at site. The contractor shall obtain the approval from bank / Architect about competence of such person.

48. **Removal of Debris :**

Contractor shall arrange to dispose off debris, wood shaving and any other waste product created while carrying out the work, outside Bank's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rates shall involve the cost of same and no extra payment shall be made towards this account.

49. **EXTRA WORK :**

If any extra items is required to be carried out the said have to be approved by the Architect / Bank before execution of the work. The cost analysis has to be given and get it approved before carrying out the work.

50. **Mock up :**

The Contractor shall prepare a mock-up of items, if required, strictly in accordance with the specification, free of cost, for approval of Architect and Bank. The work on these items shall proceed further only after the approval of the mock-up.

51. The Contractor shall submit original copies of invoices, order forms for any materials purchased for project work, to the Bank / Architect if called for.

52. Items additional to tenders.

a. The rate of the additional items / non tender items shall be based on the rates quoted by The tenderer for similar items or based on analogous items available in the tender.

b. Where applicable rates are not directly available, the rates for extra items if any shall be derived based on the prevalent market cost of labour and material at site of work including wastage (maximum 5 %) plus all types of taxes plus 15 % towards contractor's overhead

and profit.

**APPENDIX REFERRED IN TO
THE GENERAL CONDITIONS OF THE CONTRACT**

1. The Contractor is supposed to inspect the site before filing the tender document
2. Defect liability period 12 months
3. 2 3 days from the date of issue of work order
4. Stipulated period of completion 15 days from the date of commencement
5. Earnest Money Deposit Rs. **12,000/- (Rupees Twelve Thousands Only)**
6. Initial security deposit **2% of the accepted tender sum including E.M.D.**
7. Liquidated damages for non completion of work within stipulated period **Rs. 2000/-** per day subject to a ceiling of 10% of the accepted contract value
8. Period of honoring of interim certificate of payment 75 % of the certified amount for payment to be released within 7 working days from the date of interim certificate from the Architect and balance within 15 working days from the date of interim certificate from the Architect.

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the drawings, the work shall be carried out as per specifications and under the direction of employer/ Architect.

1. INTERPRETATION

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

i. EMPLOYER

The term Employer shall denote **Bank of India** with their head office at Express tower, Nariman Point, Mumbai and any of its employees representative authorized on their behalf.

ii .ARCHITECT

The term Architect shall denote **Gurdev Group of Associates**, Chandigarh

iii. CONTRACTOR

The term Contractor shall mean (name and Address of the contractor and his/ their legal representative, assign and successors.

iv. SITE

The site shall mean where the works are to executed and as shown in layout plan as mentioned in tender document elsewhere.

v. SITE ENGINEER

The site engineer may be appointed by the bank as deemed fit

2. SCOPE

The work consists of Air conditioning work and bill of quantities. The civil, electrical and other allied works related to the completion of the air conditioning work etc. are also within the scope of this tender. It includes furnishing all materials, labour, tools and equipments 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, elevations and grades as shown on the drawings furnished by the Employer/ Architect. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Employer/ Architect and to furnish and install such detail with the Employer's /Architect's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Architects may in their absolute discretion issue further drawings and /or written instructions, details, directions, and explanations which are hereafter collectively referred to as " the Employer /Architect's instructions" in regard to :

1. The variation or modifications of the design quality or quantity of works or the additions or omission or substitution of any work.
2. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and /or

specification.

3. The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
4. The demolition removal and /or re execution of any work executed by the contractor/s.
5. The dismissal from the work of any persons employed thereupon.
6. The opening up for inspection covered up.
7. The rectification and making good of any defects under clauses herein after mentioned and those arising during the maintenance period (retention period).

The Contractor shall forth with comply with and duly executed any work comprised in such Employer's /Architect's instructions, provided always that verbal instructions, directions and explanation given to the contractor's or his representative upon the works by the Employer of the Architect shall, if involving a variation be confirmed in writing to be contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced bill of quantities, shall be taken up without written permission of the Employer /Architects. Rates of items not mentioned in the priced bill of quantities shall be fixed by the Employer in consultation with the architect as provided in the Clause variation. Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work, however the make of such products are to be approved by the Employer /Architect.

3. TENDERER SHALL VISIT THE SITE

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

4. TENDERS

The entire set of tender papers issued to the tenderer should be submitted full priced and also signed on the last page together with initials on every page initial /signature will indicate the acceptance of tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

1. The "Rate" column to be legible filled in ink in both English Figure and English words.
2. Amount column to be filled in for each item and the amount for each sub head as detailed in the "Bill of Quantities".
3. All corrections are to be initiated.
4. in case of any errors/omission in the quoted rates, the rates given in the tender marked original shall be taken as correct rates.
5. Only one rate should be quoted for each item (s).

No modifications, writing or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet in envelope no:1.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all tenders for each sections or to split up and distribute any item of work to any 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 the rates for each and every item should be correct, work able and self supporting. If called upon by the Employer /Architect detailed analysis of any or all the rates shall be submitted by the Contractor. The Employer /Architect shall not be bound to recognize the contractor's analysis.

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

contract.

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

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

The tenderer shall note that his tender shall remain open for consideration for a period of 120 days from the date of opening of envelope no. 2 & 3 (if any) of tender.

5. AGREEMENT

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

6. PERMITS AND LICENCES.

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The employer will render necessary assistance, sign any form or applications that may be necessary.

It may be clearly understood that no compensation or addition charges can be claimed by the contractor for non receipt of controlled materials in due time on this account or according to his own requirements.

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities. The costs of storing, transporting etc. of all materials including those under government control are to be included by the tenderer in his quoted rates.

The Employer /Architect shall be indemnified against all Government or legal actions for thefts or misuse of 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 Acts relating to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye laws etc. And pay all fees payable to such authority /authorities for execution of the work involved. The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. And shall indemnify the Employer/Architect 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, Sales Tax, Contract tax, Turnover Tax, Trade Tax , Value Added tax etc. or any other taxes or local charges applicable. No extra claim on this account will in any case be entertained. However, the Service Tax as applicable on such type of work will be reimbursed to the contractor on production of the necessary documents /challans.

9. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in bill of quantities are approximate and may vary to any extent and are generally intended to cover the entire work indicated in the drawings but Employer reserves the right to execute

only a part or the whole or any excess thereof without assigning any reason therefore.

10. OTHER PERSONS ENGAGED BY THE EMPLOYER

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

11. EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit an amount of Rs. 20,000/- in the form of Bank Draft drawn in favour of **Bank of India** at the time of submission of tender in envelope no.1 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 EMD of the successful tenderer will be treated as a part of Initial Security Deposit.

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 value of the accepted tender including the Earnest Money. The initial security deposit will have to be made within 3 days from the date of acceptance of the 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 bill @ 8% of the gross value of each running bill until the Total Security Deposit (Initial Security Deposit plus Retention Money) equals 10% of accepted tender sum.

The 25% of the Total Security Deposit will be refunded to the contractor after completion of the said work subject to :

- a. Issue of Completion Certificate by the Architects
- b. Cleaning of site & Contractor's removal of his materials, equipments, labour force, temporary sheds/ stores (if any) from the site.

The remaining 75% of the Total Security Deposit will be refunded to the contractor 14 days after the end of defect 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 proper execution of the work according to the intent and meaning of the drawing, schedule of quantities and specifications taken together whether the same may or may not be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Architect whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water and electric for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

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

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 the necessary centering, scaffolding staging, planking, timbering, strutting, shoring pumping, fencing, barding, 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 public and safety of any adjacent roads, streets, walls, houses, buildings all other erections, matters, and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/Architect.

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

13. TIME OF COMPLETION, EXTENSION OF THE TIME AND PROGRESSIVE CHART

1. **TIME OF COMPLETION:** The entire work is to be completed in all respects within stipulated period. The work shall be deemed to be commenced within 7 days from the date of issue of work order. **Time is the essence of the contract and shall be strictly observed by the Contractor.**
The work shall not be considered as complete until the Employer/ Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.
2. **EXTENSION OF TIME:** If in the opinion of the Employer /Architects the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay, of other contractors or tradesman engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combinations of workmen or strikes or lock out affecting any of the building trades or (f) from other causes which the Employer at the Completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore in the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably. In case of such strikes or lock outs as are referred to above, the Contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors all that to prevent delay and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works and on his doings so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock outs and the Employer shall then in the event of an extension being granted, determine and declare the final completion date. The provision in clause 14 with respect to payment of liquidated damages shall, in such case, be read and constructed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

13. PROGRESS OF WORK

During the period of execution of work the contractor shall maintain proportionate progress on the basis of a program chart submitted by the contractor immediately before commencement of work and agreed to by the employer /Architect. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in Program 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/Architect within the stipulated period, the contractor shall be bound to pay to the Employer /Architect a sum calculated as Rs. 2000/-

per day subject to a ceiling of 10 % of the accepted contracted sum by way of liquidated damages and not as penalty during which the work remains uncompleted or unfinished after the expiry of the completion date.

15. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.

The contractor's representative and staff shall be available at site all reasonable hours to receive instruction notices or communications.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size.

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

The contractor shall not fix or place any placard 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 to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day , by night on Sunday and other holidays at his own cost.

Contractor shall indemnify the employer/Architect against all possible damaged to the building, roads, or members of the public in course of execution of the work.

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

The carpenters and the supervisors on the works shall carry with them always one meter or two meter steel tape, a measuring tape of 30 meter, a spirit level, a plumb bob gauge and a square and shall check the work to see that the work is being done according to the drawings and specifications. The Employer/Architects will use any or all measuring instruments or tools belonging to the contractor s as he choose for checking the works executed or being executed in the contract.

The contractor should cover in his rate for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc. by other contractors for their work.

16. NOTICE AND PATIENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall confirm to the provisions of any Acts of the Legislature relating to the work, and to the regulations and Bye Laws of the any authorities, and /or any water, lighting and other companies and /or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specifications 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 instructions there on . The Employer/Architect on receipt of such intimation shall give a decision within a reasonable time.

The contractor shall arrange to give all notices required for by the said Acts, Regulations Bye laws to be given to any authorities, and to pay such authority or to the public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the employer/Architect 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 actions arising out from such claims and shall keep the Employer/Architect saved harmless

and indemnified in all respects. From such actions , costs and expenses.

17. CLEARING SITE AND SETTING OUT WORKS

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

18. DATUM

All levels shown in the drawings are to be strictly adhered to subject to final Confirmation by the Employer/Architect.

19. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS.

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

20. ACCESS

Any authorized representative of the Employer shall at all reasonable times have free access to the works and /or the workshop, factories or other places where materials are being prepared or manufactured 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 inspection and examination and the test of the materials and workmanship. Except the representative of the Employer /Architect no person shall be allowed at any time without the written permission of the employer.

21. MATERIALS WORKMANSHIP, SAMPLES, TESTING OF MATERIALS .

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

If required by the Employer /Architect the contractors shall have to carry out tests on the materials and workmanship in approved materials testing laboratories or as prescribed by the Employer /Architects at his own cost to prove that the materials etc. under test confirms to the relevant IS standards or as specified in the specifications. The necessary changes for transporting testing etc. shall have to be borne by the contractor . no extra payment on this account should in any case be entertained.

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

During the inclement weather the contractor shall suspend concreting and plastering, painting and polishing for such time as the Employer/Architect may direct and shall protect from injury all the works

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 rain, strike, lock outs, or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses and shall make good any damage arising from any of these causes. The contractor shall cover up and protect from damage from all any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or 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 to order in writing time to time the removal from the work within such reasonable time to time as may be specified in the order of any materials which in the opinion of the employer/Architect are not in accordance with specifications or instructions, the substitution or proper re execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agency to carry out then work and all expenses consequent thereon or incidental thereto 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 the contractor from his liability in respect of unsound work or bad materials. 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. SITE ENGINEER

The term "Site Engineer" shall mean the person appointed and paid by the Employer to superintend the work. The contractor shall afford the site engineer (if any) every facility and assistance for examining the works and materials and for checking and measuring works and materials. The Site Engineer shall have no power to revoke, alter, additions, alterations, deviations or omission or any extra work whatever except is so far as such authority may be specially conferred by written order of the Employer.

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

24. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the works who shall be available (by turn) through out the working hours to receive and comply with instructions of the employer/Architects.

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

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

No labourer supplied by the contractor to be engaged on the work on day work basis either wholly or partly under order or control of the Employer or his representative. Shall be deemed to be person employed by the contractor.

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

1. The Payment of wages Act
2. Employer's Liability Act.
3. Workmen's Compensation Act.
4. Contract Labour (Regulation & Abolition) Act'1970 and central Rules1971
5. Apprentices Act 1961
6. Minimum Wages Act.
7. Any other Act or enactment relating there to and rules framed there under from time to time.

The contractor shall keep the employer /Architect saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his cost with the order of requirements of any Health officer of the State or any Local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourer are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious disease. The contractor shall provide, maintain, and keep in good sanitary conditions 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 contractors to prevent nuisance of any kind on the workers or the lands adjoining the same.

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

25. DISMISSAL OR WORKMEN

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

26. ASSIGNMENT

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

27. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

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

or damages 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 latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in complete State Insurance is compulsory and must be effected from very initial stage. The contractor shall for any thing which may excluded from damage to any property arising out incidents, negligence of defective carrying out of this contract.

The Employer shall be at liberty and is 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.

28. INSURANCE

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/ or earthquake, flood. The insurance must be placed with a company approved by he Employer, in the joint names of the Employer and the contractor for contract sum.

The contractor shall deposit then policy and receipt for premiums paid with the employer within 7 days from the date of issue of work order unless otherwise instructed in default of the contractor insuring to provide above, the Employer on his behalf may so insure and may deduct the premium paid 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 then work reinstalled 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 respect under the conditions of the contract . The contractor in case of rebinding or reinstating after fire shall be entitled to extension of time for completion as the employer may deem fit.

29. ACCOUNTS RECEIPTS AND VOUCHERS

The contractor shall, upon the request of the employer furnish them with all the invoices, accounts, receipts and other vouchers that may require in connection with the work under this contract. If the contractor shall use materials less than what is required under this 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/ Architect 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.

30. MEASUREMENTS

Before taking any measurements of any work the Employer /Architect shall give notice to the contractor . If the contractor fails to attend at the measurements after such notice or fails to countersign or to record difference within a week from the date of measurements taken by the Employer/ Architect's is final and binding on the contractor and the contractor shall have no right to dispute the same.

31. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer/Architect. Numbers of interim bill subject to minimum value for interim certificate shall be stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of

the work done and must deductions for all previous payments, retention money etc.

The employer /Architect shall issue a 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 payment thereof within the period of honoring certificates named in these documents. No certificate of the Architect shall be itself be conclusive that any works or materials to which it relates are in accordance with the Contract.

The Employer/ Architect shall have power to withhold any certificate if the works or any part thereof is/are not being carried out to their satisfaction. The Architect may by any certificate make any correction in any previous certificates which shall have been issued by him. The Employer may hold the payment partly or fully against any certificate issued by the Architect if it is noticed that it is not in accordance with the Contract/ Tender conditions/ any further instructions issued.

The amount stated in an interim certificate shall be total value of work properly executed less the amount to be retained by the Employer. The Employer will deduct retention money and also the refund of Total Security Deposit will be made as specified in these general conditions of contract elsewhere.

All the interim payments shall be regarded as payments by way of advance against the final payment only and 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 erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall, it conclude determine or effect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise or in any other way or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by Architect/Employer and payment shall be made within three months.

FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the Employer/Architects. Payment of final bill shall be made after deduction of Retention money as specified elsewhere in these conditions, which sum shall be refunded after the completion of the Defect Liability Period after receiving the Employer's /Architects. Certificates that the contractor has rectified all defects to the satisfaction of the Employer/Architect. 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.

32. VARIATION /DEVIATION

The price of all such additional items/non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on relevant fair price of labour, material and other components as required. Subject to the approval by Architect/employer. The tender rates shall hold good for any increase or decrease in the tendered quantities.

33. SUBSTITUTION

Substitution of any material and workmanship is not permitted. If situation warrants to substitute any material and workmanship, the contractor must obtain the approval of the employer /Architect in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "equal" or "other approved". etc. specific approval of the Employer/Architect has to be obtained in writing.

34. PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion 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/ furniture neat and clean and ready for immediate occupation/ use and to the satisfaction of the bank.

35. CLEARING SITE ON COMPLETION

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

36. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the employer all defects, shrinkage, settlements or other faults which may appear within 6 months after completion of the work. In default the employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the employer or may be deducted by the employer in lieu of such amending and making good by the contractor deduct from any money due to the contractor a sum equivalent to the cost of amending such works and in the event of the amount retained being insufficient recover that balance from the contractor from any amount retained under clause no:11 by the employer together with any expenses the employer may have incurred in connection therewith.

37. CONCEALED WORK

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

38. ESCALATION

The rate quoted shall be firm throughout the tenure of the contracts

(including extension of time, any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi etc.

39. 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.

40. 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 to be proceeded within a reasonable manner and with 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 materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start work within seven days after such notice has been given to proceed with the works as therein prescribed, the

employer may proceed as provided in the following clause (termination of Contract by Employer).

41. TERMINATION OF CONTRACT BY THE 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 grater part, in number of amount of his creditors or shall enter into a deed or arrangement with his creditors or if the Official Assignee in solvency or the Receiver of the contractor in solvency shall repudiate the contract or if 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 suffer any payment under this contract to be attached by or on behalf of and of the 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 in carrying on the works or shall use improper materials or workmanship in carrying on the works 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 contractors so to do shall have been given to the contractor so to do shall have been given to the contractor as hereinafter mentioned or shall abandon the contract then and in any of the said cases the bank may 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 determine and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent or servants may enter upon and take possession of the work and all plants tools, scaffolding , sheds , machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the work and the contractor shall not in any way interrupt the other or do any act, matter of thing to prevent or hinder such other contractors other persons or employed from completing and finishing or using the materials and plants for the works when the works shall be completed or as soon thereafter as conveniently may be the employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 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 the employer in getting the works 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 contractor or against the Security Deposits.

42. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the 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 fore closure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

For the purpose of appointing the sole arbitrator referred to above. The Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently

unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as sole Arbitrator and communicate his name to the employer within thirty days of the receipt of the names. The employer shall thereupon without delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator.

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

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

GENERAL SPECIFICATION FOR WOOD WORKS

1. All the wood work used for the interior works and furniture items shall be fully seasoned wood free from the defect knots and tracks.
2. All wooden length shall be straight and shall be open to inspection by the Architect before use.
3. The sizes and sections wherever mentioned are the final sizes after planing and straightening the wood.
4. All wooden joints in under framing as well as furniture items shall be connected after apply fevicol and wooden pins.
5. Ply cladding shall be done after applying fevicol on the under frame and then nailing with headless nailing nails, duly inserted.
6. For partitions/paneling/False ceiling etc. correct levels are to be marked before start of actual work and are to be approved by the Architect.
7. Wood for under framing has to be applied with anti termite treatment always and fixed to the walls by the help of rawl plugs/wooden cleats.
8. Any defects of the room (whether in height straightness or angle) shall have to be rectified in interior wood works mainly in under frames.
9. All exposed edges of block boards are to be lipped with teak wood beading and duly polished in melamine finish.
10. Locks /handles/hinges etc. shall be of Godrej make and have to be approved by the Architect before use.
11. The painting and polishing works on the interior wood works shall be covered by the general specifications of the painting mentioned.
12. Laminate grooves shall be of uniform thickness throughout and the pattern given in the design shall be followed. No joints in between shall be allowed.
13. Fixing and cladding of laminate sheet shall be done in such a way that no air bubble or air is arrested in between the laminate .
14. All the upholstery items like leatherlite, rubber foam and solution etc. being used shall have to be approved before use.
15. Whenever there is confusion or doubt in understanding the drawings /design the same should be referred to the Architects for written clarifications.
16. All the teak wood used for furniture items shall be of 1st class seasoned M.P. teak wood having to have the best effect after polishing.
17. Only mature wood shall be used. Special care is to be taken about the teak wood used for furniture items, which should be duly approved before polishing.

GENERAL SPECIFICATIONS

1. These specification are for the work to be done, items to be done, items to be supplied and materials to be used in the work as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the Employer /Architect.
2. The workmanship is to be the best available and of a very high standard, use must be made of specialist trade man in all types of work and necessary allowance must be made for the same in the rates quoted.
3. The materials and items to be provided by the contractor shall be the best of their respective kinds as specified by the Architect and in accordance with the samples approved, where materials or products are specified in these specifications and /or Bill of quantities by the name of the manufacturer or the brand name, trade name or catalogue references, the contractor will require to obtain prior approval of the Architect for using substitute materials or products.

The contractor shall produce all invoices, vouchers /receipted accounts for any materials if called upon to do so by the Employer /Architect.

4. Samples of all materials are to be submitted to the employer /Architects for his approval before the

contractor orders or delivers in bulk on the site. Samples together with their packing are to be provided by the contractor free of charge and approved samples will be retained by the Employer /Architect for comparison with the materials which will be delivered to the site

Should any materials be rejected by the employer /Architect they will be removed from the site at the Contractor's expense. Also the contractor will be required to submit specimen finishes of colours, fabrics etc. for approval of the Employer /Architect before proceeding with the works. Should it be necessary to prepare shop drawings then four copies of such drawings shall be submitted for approval of the Employer/Architect who will retain two copies, all at the Contractor's expenses.

5. Timber generally is to be the best of its kind well and properly seasoned of natural growth, free from work holes, large , loose or dead knots or other defects and sawn dry square and not to suffer from warping, splitting or other defects through improper handling.
6. The hard wood is to be C.P Teak or other similar joinery hard wood, weighing not less than 45 lbs per cubic foot with moisture contents not more than 20lbs.
7. Teak is to be the best quality free from soft heart, worm and bee holes, and weighing not less than 50lbs per cubic foot with maximum moisture content of 12%. Teak veneers and flitches shall match each other through out and where possible shall match existing flitches in the buildings.
8. The particle board shall be of high density equal or superior quality to that laid in the IS 3478 and as approved by the employer/Architect.
9. The block board shall be of as specified one of the following IS specifications or such approved adhesive shall be used:
 - IS 851- 1957 : Synthetic Resin Adhesive for construction work in wood.
 - IS 49-1957: Cold setting case in glue for wood.

Where glued joinery and carpentry work is likely to come into contact with moisture the glue shall be waterproof. The use of animal glue will not be permitted.

10. Flush doors of hollow framed core insulated construction shall be constructed with 4" wide stiles, top and bottom rail 4" wide horizontal intermediate rail and two 4" wide diagonal braces, filled in solid with approved rigid type polyurethane foam slab insulation, where described as with glazed panel with doors shall be constructed with one 3" wide and one 5" wide stile, 4" wide top and bottom rail one 4" wide horizontal intermediate rail and 2" wide diagonal braces filled in as described before.
- 10.1 Flush doors of hollow framed core construction shall be constructed with 3" wide stiles and top rails, 5" wide bottom rails, two 6" wide horizontal intermediate rails with heehive core of 1" wide filling pieces at 4" centres bothways and blocked out as necessary for lock hinges. All horizontal members shall have ¼" dia vent borings.
- 10.2 All doors shall consists of selected hardwood properly jointed together and they shall be covered on both sides with 3/16" teak neneered plywood. Laminate or as specified. Each door is to lipped all around with ½" twice rebated edging tongued to the stiles and rails and mitred. The doors are to be full thickness as specified. The lippings on the meeting stiles of folding doors shall be increased to take the rebate as specified.
- 10.3 Frames to doors, windows, etc. shall be of hard wood or teak wood as specified and to the required size with all necessary mouldings with mortise and tennon joints, lead and teak pins and secured in position as specified.

Timber is to be cut to the required sizes and length as soon as practicable after the works are begun and stored under cover so that the air will circulate freely around it. Joinery is to be prepared immediately after then finalization of the contract, framed up (but not boned) and stored until required for fixing in position when it is to be bonded and wedged up. Any portion that warps or develop shakes or other defects are to be replaced before wedging up.

The whole work is to be framed and finished in a proper workman like manner in accordance with the detailed drawings and fitted with all necessary metal ties, straps, bolts, screws etc.

Turning bonded joints are to be cross tongued with teak tongues and where over ½" thick, to be double cross tongued. Joiners' work generally is to be finished with fine sand papered surface unless

otherwise specified.

11. Grounds are to be clean sawn, free from large knots, splayed as required and plugged and fixed to the walls etc. at 1'6" centres unless otherwise specified.
12. Wood plugs are to be cut on the twist. Patent wall plugs or plastic fillings may be used in lieu of wood plugs with the prior approval of the employer/Architect.
13. All unexposed surfaces of timber e.g false ceiling (if any), backing fillets, backs of door frames, cupboard framing, grounds etc. are to be treated with two coats of approved timber preservatives before fixing or bedding.
14. The service stations, shelving etc. shall be generally constructed of plywood as described and specified properly housed, grooved tongued, glued tongued blocked and screwed together and entirely to the satisfaction of the employer /Architect.
15. The chairs, tables etc. shall be generally constructed of teak wood, foam rubber, and fabric as described and specified, properly housed, grooved, tenoned, tongued, glued, blocked and screwed together in the manner of good quality furniture and entirely to the satisfaction of the employer /Architect. A prototype sample of all custom made pieces must be prepared and sub proceeding with the work in quantity.
16. **HARDWARE & METAL**

The hardware throughout shall be approved manufacture and supply, well made and equal in every respect to the approved samples to be deposited with the employer/Architect. For the purpose of approval of samples, the contractor s may be required to produce and provide to the employer samples from many different sources and should allow in his rates for the same.

Fittings generally shall have satin chrome or anodized finish unless otherwise stated and shall be suitable for their intended purpose of use.

Screws are to match the finish of the articles to be fixed and to be round or flat headed or counter sunk as required.

The bronze and brass surface shall be covered with thick grease or other suitable protective materials, renew necessary and subsequently clean off and clear away on completion.

Aluminium and stainless steel shall be of approved manufacturer and suitable for its particular application. Generally, the surface of the all aluminium shall have Anodised /powder coated matte finish

(as specified) and the quality and finish both shall comply with the samples approved by the Employer/Architects.

All steel, brass, bronze, aluminium and stainless steel articles shall be submitted for tests for strength, if so required by the Employer/ Architect at the contractor's expenses.

All brazing and welds are to be executed in a clean and smooth manner, rubbed down and left in the flattest and tidiest way, particularly where exposed.

Chromium plating shall be in accordance with BS 1224 or as per approved specifications for normal outdoor conditions and shall be on base materials of copper or brass.

17. **GLAZING**

All glass to be approved manufacturer complying with IS 3548/1966 or as per approved quality and sample, to be of the quality specified and free from bubbles, smoke eanes, air holes etc. and other defects.

The compound for glazing to metal is to be a special non hardening compound manufactured for the

purpose and of a brand and quality approved by the employer/Architect.

In cutting glass, proper allowance shall be made for expansion each square of glazing to be in whole sheet. On completion clean all glass inside and out, replace all cracked, scratched or broken panes and leave in good conditions to the satisfaction of the Employer /Architects.

18. PAINTING AND POLISHING

All materials required for the works shall be of specified and approved manufacture delivered to the site in the manufacturer's container with seals etc. unbroken and clearly marked with the manufacturer name or trade mark with a description of the contents and colors. All materials are to be stored on the site of the works .

Spray painting with approved machines will be permitted only if prior written permission has been obtained from the employer. No spraying will be permitted in the case of priming coats nor where the soiling of the adjacent surface is likely to occur. The nozzle and pressure to be so operated as to give an even coating throughout to the satisfaction of the employer. The paint used for spraying is to comply generally with the specifications concerned which is to be specifically prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed.

Wood preservation shall be **Wood Guard** or other equal and approved impregnating wood preservative and all concealed wood work shall be so treated.

All brushes, tools, pots, kettles etc. used in carrying out the work shall be clean and free from foreign matter, and are to be thoroughly cleaned out before being used with a different type of class of material.

All iron or steel surface shall be thoroughly scrapped and rubbed down with wire brushes and shall be entirely free from rust, mill scale etc. before applying the priming coat.

Surfaces of new wood work which are to be painted are to be rubbed down, knotted and stopped to the approval of the Employer /Architect.

Surfaces of previously painted woodwork which are to be repainted shall be cleaned with soap and water, detergent solution or approved solvent to remove dirt, grease etc. whilst wet the surface shall be flatted down with a suitable abrasive and then rinsed down and allowed to dry. Minor areas of defective paint shall be removed by scrapping back to a firm edge and the exposed surface touched in with primer as described and stopped with putty. Where woodwork has been previously painted or polished and is to be newly polished, the same shall be prepared with scrapping, burning off or rubbing down.

Surface of previously painted metal which are to be repainted shall be cleaned down and flatted down as described. Minor areas of defective paint and any rust and loose scale shall be removed completely by chipping, scrapping and wire brushing back to the bare metal and touched in with primer as described.

GENERAL SPECIFICATIONS FOR "UPHOLSTERED FURNITURE"

1. Timber All timber used are to of top quality free from knots shakes and worm holes and with a moisture content of not more than 12% depending on the climatic conditions prevailing at the site.

Timbers which are completely hidden that is when covered by upholstery materials should be teak wood as specified, except where this interferes with the strength of the product, as in case of a leg or arm which is part covered and part finished.

2. Joints All joints shall be standard, mortise and tennon, dowel, dovetail and crosshalved. Nailed or glued butt joints will not be permitted . Nails etc. will be of standard iron or wire unless stated otherwise on drawings. Screws used of steel. Where mortise and tennon joints are used

tenons should fit the mortise exactly. Where screws show on a finished surface, these will be sunk and the hole plugged with a wooden plug of the same wood and grain as that of the finished surfaces, unless otherwise specified. Nails of finished surfaces will be neatly punched and the hole filled with wood filler to match the colour.

3. Upholstery This will be first class standard workmanship with webbing, no sag springs, coiled springs, paddings and fillings as specified on the drawings. Covering fabrics will be sewn, tufted and corded as shown on the drawings/Specifications.
4. Cushion vents. Brass or aluminium “cushion vents” should be installed at the back or under the side of the seat cushions (especially those covered in leather, vinyl plastic or very tightly woven fabric to allow air to escape easily and to prevent torn seams).
5. Materials Finished timber shall be of the type specified furnishing fabrics, colour, pattern, substance to be as specified and manufactured or supplied by the company specified, no variation of this will be permitted unless with prior approval of the Employer/Architect.
6. Finish This will be specified on the drawings and colour scheme chart where timber is finished in natural colour, care must be taken to match each separate piece of color before assembly. Where timber is stained, the stain or color on each member must match.

Only first class workmanship will be accepted. All legs of the furniture will be fitted nylon glides or castors as specified on the drawings. Full sizes drawings or prototype samples are to be submitted to the Employer/Architect for prior approval is requested.

GENERAL SPECIFICATION FOR CASE OF “CABINET” FURNITURE

1. Timber

All timbers used are to be of top quality free from knots, shakes, work holes and with a moisture contents of not more than 12% depending on the climatic conditions at the site.

2. Joints all joints will be standard. Mortise and tennon, dovetail, dowel, cross halved, mitred, tongued and grooved and rebated. Nailed and glued but joints will not be accepted.

3. FASTENINGS

Screws, nails bolts will be generally be iron or wire except in the following examples . “Outdoor Furniture” fastening will be of brass or other non corrosive metal. In hardware, they will match the finish of the hardware item.

Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws in a finished surface will be round head, raised or sunk beneath the surface, and the hole plugged with a wood plug with matching color and grain of the wood surface unless specially detailed.

4. PLYWOOD

Used mainly for the body work of this furniture shall be as specified suitable for veneering painting or bonding plastic laminate. It shall be Phenol bonded, specifications Marine brand or equivalent. Exposed edges will be finished with a piece of solid wood, tongued, grooved and glued or as specified or as detailed.

5. HARD WARE

Hinges, locks, latches, door tracks etc. shall be as per specified brand of manufacturer. In any variation of this the quality of the substitute shall be equal to or better than the originally specified and the sample should be submitted to the Employer /Architect for prior approval.

6. METAL

Where metal legs, frames , sheets etc. are used these shall be welded brazed, bolted or riveted as required and on finished surface welding, brazing and riveting shall be neatly smoothed so that no evidence of this apparent on the final finish of the metal which will be as specified on the drawing.

On all legs wood or metal, nylon glides or heavy duty castors as indicated are to be installed.

7. FINISH

This will be indicated on the drawings and the color scheme chart and the materials (timber, plastic, laminates, paints etc. must be as specified. No variation will be accepted unless with the prior approval of the Employer/Architect.

“Backs” of cabinets etc. where wall hung shall be treated with an approved brand or wood preservative. Full size drawings or prototype are to be submitted for approval if requested.

NOTE

This specifications is of a general type and must be used in conjunction with the drawings of the particular items being made. **Anything showing on the drawings but not in the specification must be compiled with and vice versa.**

SAMPLE FORMAT

(to be submitted on appropriate stamp paper)

ARTICLES OF AGREEMENT

ARTICLE OF AGREEMENT made the date.....between

Having its Zonal office at Chandigarh (herein after called the Employer) of the one part and

(herein after called the Contractor of the other part)

Whereas the employer is desirous

By M/s. The Aakaar Associates its Architect and whereas the said drawing numbered

.....

Inclusive, the specifications and the schedule of quantities with rates have been signed by on behalf of the parties hereto.

AND WHEREAS the contractor or has agreed to execute upon the subject to the conditions set forth herein and to the conditions set forth herein the special conditions and in the schedule of quantities and conditions of the contract (all of which are collectively hereinafter referred to as “the said conditions”) the works shown upon the said drawings and /or described in the said specifications and included in the Schedule of Quantities at the respective rates herein set forth amounting to the sum as therein arrived at or such other sum shall become payable there under (hereunder referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions execute the complete the work shown upon the said drawings and described in the said specifications and the priced schedule of quantities.
2. The employer shall pay to the contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner in the said conditions.
3. The term “Architects” in the said conditions shall mean the said M/s. Gurdev Group of Associates or in the event of their ceasing to be the Architects for the purpose of this contract for whatsoever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the employer provided always that no person or persons subsequently appointed to be Architects under this contract shall be entitled to disregard or overrule any previous decision or approval or directions given or expressed in writing by the outgoing Architect for the time being.
4. The said conditions and appendix thereto shall be read and constructed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
5. The term Consultants refers to M/s. Gurdev Group of Associates or in the event their ceasing to be the consultants for this project, such other person or persons as may be appointed by the Architect with the approval of the Employer.
6. The plans, agreement and documents mentioned herein shall form the basis of this Contract.
7. The Contract is neither a fixed Lump Sum contract nor a piece work contract but a contract to carry out the work in respect of the to be paid for according to actual measured quantities at the rates containing in

the Schedule of quantities and the rates or as provided in the said conditions.

- 8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the works, installing telephone, electrical installations, fittings, and other ancillary works in the manner laid down in the said conditions, and shall made good any damaged done walls, floors etc. after the completion of his work.
- 9. The employer reserves to itself the right of altering the drawings and the nature of the work by adding to or omitting any items of work or having portions of the same carried out with prejudice to this contract.
- 10. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work soon after the site is handed over to him or from 7th day after the date of issue of formal work order as provide for in the said conditions whichever is later and to complete the entire work within 21 days , subject to nevertheless to the provisions for extension of time.
- 11. All payments by the Employer under this Contract will be made at Chandigarh.
- 12. All dispute arising out of or in any way connected with this agreement shall be deemed to have arisen at Chandigarh and only the courts in Chandigarh shall have jurisdiction to determine the same.
- 13. That the several parts of this contract have been read by the Contractor and fully understood by the contractor.

IN WITNESS WHEREAS THE EMPLOYER and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereing above written

SIGNATURE CLAUSE

Signed and delivered by the

Signature of the Employer

By the (employer)

Hand of Shri

name & designation in the presence of

1. Shri/Smt.....

Signature of the Employer

Address

Signature of witness

Signed and delivered by the

Contractor

In the presence of.....

Shri/Smt.....

Address.....

Witness

Signature of the Employer

LIST OF GENERAL MATERIAL SPECIFICATIONS

The Contractor shall quote for the best of the materials as specified below. The Contractor shall obtain prior approval from the Employer/Architects before placing order for the specific materials/Agencies. In case of non-availability of any of the approved/specified materials/Agency, during the execution of work, the Employers/Architects may approve suitable equivalent brand/Agency and his decision shall be final and binding on the Contractor. The contractors should make themselves aware about availability of the materials to be used before submitting the Tender.

**RECOMMENDED MAKE TO BE USED FOR THE FURNISHING OF
BANK OF INDIA BRANCH AT BHIWANI (HARYANA)**

1. Plywood (M R Grade)	:	Sarda Plywood Duro Ply / Green Ply Ecotech/ URO / Century Ply Wood
2. Laminates	:	Greenlam, Silicon, Century Ply Mica (Shed as Mentioned in the working drawing and bill of quantities).
3. Lipping & Moulding	:	Teak Wood.
4. Adhesive	:	Fevicol SH.
5. Locks (Multi purpose)	:	Godrej.
6. Night Latch	:	Godrej.
7. Glass	:	Modi / Saint Gobain.
8. Aluminium	:	Jindal.
9. Aluminium Cladding	:	Eurobond / Altobond / Alukbond.
10. Door Closer	:	Garnish.(Heavy Duty) / Godrej.
11. Paint	:	Berger / ICI Dulux./ Asian Paints
12. Wood Preservative	:	Bison by British Paints / Termiseal by ICI.
13. Wood	:	Well Season Kapoor / Gumar / Badam.
14. Drawer Channel	:	Telescopic.
15. Screw	:	Nettlefold
16. Key Board Drawer	:	EBCO.
17. Telescopic CPU Stand /Trolley	:	EBCO.
18. Cable Organiser	:	EBCO.
19. Floor Tiles	:	Ceramic Tiles (400 x 400) Johnson / Euro/Kalaria.
20. Cement	:	ACC / Lafarz / Birla Plus.
21. Rubber foam	:	Dunlop

22. Polyurethan foam	:	Dunlop
23. Texture paint	:	Spectrum / Heritage
24. MCB	:	Indo Asian / Havells / L & T / Clipsal / Schinder.
25. Change over switch	:	L & T
26. Modular Switch	:	Anchor Roma / MK / NorthWest
27. Wires / cables	:	Anchor/ Finolex / Polycab
28. Ceiling fans	:	Bajaj / Khaitan.
29. Exhaust fans	:	Bajaj / Khaitan.
30. Wall mounted fan	:	Bajaj / Khaitan.
31. Ordinary tube light (Single)	:	Philips / Wipro (model specified in BOQ)
32. Tube light fixtures (Double)	:	Philips / Wipro (model specified in BOQ.)
33. 3X36 w recessed fixture	:	Philips / Wipro (model specified in BOQ).
34. 12v, 50w halogens	:	Philips / Wipro (model specified in BOQ).
35. MCCB	:	Indo Asian / Havell / L & T / Clipsal / Schinder.
36. ELCB	:	Indo Asian / Havell / L & T / Clipsal / Schinder.
37. Telephone wire	:	Anchor / MK / NorthWest
38. Main panel	:	Anchor
39. Isolator	:	Havell's
40. LAN Cable (Cat 5)	:	D-Link
41. I/O Switch	:	D-Link

All other Materials shall be best quality heavy section mentioned in the drawing as well as in bill of quantities and also approved by Bank / Consultant.

For & On the Behalf of Architects

GURDEV GROUP OF ARCHITECTS

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