

TO BE SUBMITTED IN ENVELOP NO - 01



MUZAFFARPUR ZONE  
2<sup>nd</sup> FLOOR YAMUNA COMPLEX  
MITHANPURA , MUZAFFARPUR-842002.

Ref. No.ZO/MUZ/CSD/2023-24/

Date : 28.03.2024

TECHNO COMMERCIAL BID - PART A  
TENDER DOCUMENT  
FOR  
“ELECTRICAL & DATA CABLING WORK  
IN **BANK OF INDIA LAWAPUR NARAYAN BRANCH**”

ISSUED TO M/S \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect:-  
M/S AKS DESIGN  
Indrapuri , Shiv mandir road, Road No. 10,  
Opposite puja medical,  
Patna-800024

**TENDER FOR ELECTRICAL & DATA CABLING WORK IN**  
**BANK OF INDIA LAWAPUR NARAYAN BRANCH**

**C O N T E N T S**

TECHNO COMMERCIAL BID (PART A) to be submitted in Envelope no. 01

NOTICE INVITING TENDER : 03-05

GENERAL RULES AND INSTRUCTIONS FOR  
THE GUIDANCE OF TENDERERS : 08-09

GENERAL CONDITIONS OF CONTRACT : 10-20

APPENDIX TO TENDER : 21-23

SPECIAL CONDITIONS OF CONTRACTS : 24-29

SAFETY CODE : 30-31

TECHNICAL SPECIFICATIONS FOR ELECTRICAL WORK : 32-34

RECOMMENDED BRANDS : 35

MODELS RULES FOR PROTECTION OF  
HEALTH & SANITARY : 36-37

ARTICLE OF AGREEMENT : 38-39

PREAMBLE TO BILL OF QUANTITIES : 40-41

FINANCIAL BID ( PART B) To be Submitted in Envelope No.-2

BILL OF QUANTITIES : 42-45

## **NOTICE INVITING TENDER**

Sealed tenders for **Empanelled Electrical Contractor in B.O.I Muzaffarpur Zone** under the category upto Rs.5.00 lakhs on item rate basis are invited from competent Contractors having sound Technical and financial capacity for Electrical & Data cabling work of

**BANK OF INDIA LAWAPUR NARAYAN BRANCH.**

### **Eligibility criteria**

1. The Contractor should be **EMPANELLED IN BANK OF INDIA MUZAFFARPUR ZONE under the category upto Rs.5.00 lakhs** and have completed satisfactorily work Electrical, Data cabling works of similar nature (composite work) and magnitude of **at least 80% of the estimated** value in a single contract or two similar works costing not less than the amount equal to **50% of the estimated cost each** or three similar works costing not less than the amount equal to **40% of the estimated cost each** completed in the last three years in **Banking sectors, Govt of India, Public Sector Undertakings of Central Govt. and reputed corporate. Work order and completion certificate of the work must be attached (in Envelop No.1) with the tender for prequalification otherwise tender will be rejected.**
2. The contractor should get electrical work executed through an electrical contractor with valid MV license.

### **Eligibility criteria required for Prequalification of the bidder for Electrical & Data Cabling works In B.O.I LAWAPUR NARAYAN BRANCH**

- Important:**
1. Please type or handwrite in capital letters.
  2. Attach copies of the supporting documents.
  3. Please use additional sheets if required.
  4. Please sign & Stamp each page of tender document.

Name of the Bidder :	
email address :	
Telephone number office :	
Mobile No :	
Fax no. :	
Address 1 :	
City :	
Pin code :	
Year of Establishment (Minimum three years establishment)	Attach copies of the supporting documents.

Status of the Firm :	Proprietary/Partnership/ Ltd./Pub. Ltd
Names of the directors/Partners/proprietor :	
Name and address of the Bankers – 1 :	
Name and address of the Bankers – 2 :	
Name and address of the Bankers – 3 :	
Registration number and date with Registrar of Companies/Firms :	
Registration No of 'A' Class Electrical Contractor (May be associated):	
PAN Card Number :	
GST No :-	
Request copies of the 3 Years Balance sheet:-	
Current solvency certificate from your Banker :-	
Empanelment with B.O.I & other Banks/PSUs	
Field of activities :	
Main Activity :	
Value of the total work done till date :	

<p>List particulars of successfully completed works of s, Electrical and Data cabling works during last 3years.</p> <p>One project atleast-4.48 lacs or</p> <p>Two project atleast-3.36 lacs or</p> <p>Three Project atleast-2.24 lacs</p>	
<p>Details of Tender fee Attached:-</p> <p>Details of EMD Attached:-</p>	
List Number of Technical staff working in the organization :	Attach details
List number of other staff working in the organization :	Attach details
Have you in past carried out any works for Bank of India or its subsidiaries? :	Attach details
Have you been ever disqualified or levied penalty by the Bank in past for non fulfilment of the contractual obligations. If yes, please provide details in brief. :	
Have you been ever been put on a holiday list or banned by any Public Sector Units? If yes please provide details in brief:	

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

**Seal and Signature of the Bidder/s.**

**Date:-**

**Place:-**

## **Mode of Purchase of Tender Documents**

1. Tender Document may be purchased from Corporate Services Department of B.O.I Zonal Office, MUZAFFARPUR, on payment of **Rs.1000/- (Rs One thousand only)** in form of Demand Draft/Banker's Cheque favoring Bank of India, payable at MUZAFFARPUR from 28/03/2024 to 15/04/2024 between 10 a.m. to 5 pm(from Monday to Saturday) and (excluding Sundays and Holidays)
2. The Contractor can also download the Tender Document from Bank's website [www.bankofindia.com](http://www.bankofindia.com) from 28/03/2024 to 15/04/2024. However the contractor have to enclose **Rs.1000/- (Rs. One thousand only)** in the form of DD/Banker's Cheque favoring Bank of India payable at MUZAFFARPUR, along with the Technical Bid in Envelope No-01 failing which their Tender will be summarily rejected. It is the responsibility of the contractor to ensure that all the pages of Tender Documents are intact while submitting their Tenders. If it is found that any page is missing from tender document, their tender will be rejected summarily.

## **Mode of Submission of Tender Document**

Tenders which should always be placed in sealed cover with the name of the work of tender written on the envelopes are to be submitted

To

**The Zonal Manager,  
Bank of India Zonal Office Muzaffarpur  
Corporate Services Department  
2<sup>nd</sup> Floor Yamuna complex Mithanpura  
Muzaffarpur-842002.  
Bihar**

In a sealed envelope of appropriate size containing the documents as under"

## **ENVELOPE MARKED NO 1, "TECHNO COMMERCIAL BID" (PART A)**

Envelope marked no 1 shall contain the following Documents and should be properly sealed.

1. Forwarding letter without mentioning the cost of Tender value.
2. Tender document cost of **Rs. 1000/-** in form of Demand Draft / Banker's Cheque in favour of Bank of India, payable at MUZAFFARPUR.(if downloaded from Bank's website)
3. Earnest money deposit of **Rs. 4,000/-** in form of Demand Draft/ Bankers cheque in favour of Bank of India, payable at MUZAFFARPUR.
4. Completion certificate & work order of the works completed. **80% of the estimated value in a single contract or two similar works costing not less than the amount equal to 50% of the estimated cost each or three similar work costing not less than the amount equal to 40% of the estimated cost each.**
5. Photocopies of PAN No, GST regd. No. certificate.
6. Electrical contractor who will execute the work for and on behalf with valid license (MV),  
**Govt. Of Bihar.**

## **ENVELOPE MARKED NO. 2 – "FINANCIAL BID" (Part B)**

Envelope marked No.2 shall contain the duly filled in Financial Bid.

## **ENVELOPE MARKED NO. 3**

Envelope marked No. 1 & 2 shall be put in large envelope of adequate size marked No. 3 which shall be properly sealed. This envelope which shall be endorsed on the outside face and should be written on **"TENDER FOR ELECTRICAL & DATA CABLING WORK IN BANK OF INDIA LAWAPUR NARAYAN BRANCH"**

**“TENDER FOR ELECTRICAL & DATA CABLING WORK OF BANK OF INDIA LAWAPUR NARAYAN BRANCH”**

Estimated cost : **Rs. 3,60,981/-**

Earnest Deposit money : **Rs 1,000/-(One thousand rupees only)** by crossed demand draft /

Bankers cheque payable at **MUZAFFARPUR** and drawn in favour of

Bank of India.

Place of Submission:- **To**

**The Zonal Manager,  
Bank of India Zonal Office Muzaffarpur  
Corporate Services Department  
2<sup>nd</sup> Floor yamuna complex Mithanpura  
Muzaffarpur-842002.  
Bihar**

Time of completion : - **15 Days**

Time and date of submission of Tender:- **Before 11:00 AM on 15/04/2024**

Time and date of opening of Techno Commercial Bid (Part –A): **3:00 PM on 15/04/2024**

Time and date of opening of Price Bid: (Part B): **4:00 PM on 15/04/2024** (Price bid will be opened only those whose Techno commercial bid qualified)

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.

Contact person of Bank of India, Zonal office, Corporate Service Depth, MUZAFFARPUR

**Mr.Satya Prakash (0621-2273692)**

**Mr. Sanjeev Kumar (0621-2273692)**

Bank of India.

Muzaffarpur zone.

Muzaffarpur.

## GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS

1. Tenders are hereby invited on behalf of Bank of India for **Electrical & Data cabling WORK OF B.O.I LAWAPUR NARAYAN BRANCH** Estimated cost of Rs **3.60 lacs appx.**
2. Tenders/contract document consisting of plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of conditions of contract to be complied with by the persons whose tenders may be accepted, and which will also be found in the form of tenders, can be purchased at the Corporate Services Department of B.O.I Zonal Office, **Muzaffarpur** as stipulated in Notice Inviting Tender.
3. Since it is a working branch the site for the work shall be made available in parts. In case of two part tenders, dates of submission opening of the tenders and the parts there of along with the superscription on the packages should be as per specific instruction in the Notice inviting Tender.
4. Tenders are to be on the prescribed form which can be obtained from the Zonal office Bank of India, Muzaffarpur , on payment of non- refundable **Rs 1000/-** in DD/ Banker's cheque in favor of Bank of India , Payable at Muzaffarpur or can be downloaded as stipulated in Notice Inviting Tender. The time allowed for the carrying out of the work will be **30 days** from the date of written orders to commence work.
5. The contractors 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 requisite totals given.
6. When a contractors signs a tender in an Indian language the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tenders should be attested by a witness.
7. Issue of tender form will be stopped one day before the date fixed for the opening of tenders. Earnest money, amounting Rs **1,000/-** in the form of Bank Draft/Banker's Cheque drawn in favour of Bank of India, Muzaffarpur. Must accompany each tender is to be in a sealed cover super scribed **"TENDER FOR ELECTRICAL & DATA CABLING WORK IN BANK OF INDIA LAWAPUR NARAYAN BRANCH.** and addressed to the Zonal Manager. Bank of India, Zonal Office, Muzaffarpur.
8. The contractor, whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as :  
  
Earnest Money deposit (EMD): @ 1% of the estimated cost of work and to be submitted with the tender.  
Initial Security Deposit (ISD) : 2% of the accepted contract value less EMD and to be deposited by the contractor within **7 days** of the acceptance of the tender.  
Retention Money: The Security Deposit shall be collected as detailed in clause no 11 of the General conditions of the contract.  
The EMD of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter.
10. The acceptance of a tender will rest with the Bank of India, Zonal Office, Muzaffarpur. Which does not bind itself to the lowest tender and reserved to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected .The Bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. All rates shall be quoted on the proper form of the tender alone.
13. An item rate tender containing percentage below/above will be summarily rejected. However, where a tender voluntarily offers a rebate for payment within a stipulated period, this may be considered.
14. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the employer/architects shall be communicated to the Employer.
15. Special care should be taken to write the rates in figures as well as in words and the amounts 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 “Rs.” Should be written before the figure of rupees and words” P” after the decimal figures, e.g. Rs. 2.15p. And in case of words, the word “Rupees” should precede and the word “Paissa” should be written at the end, unless the rate is in whole rupees and followed by the words “only”, it should 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.

16. The Bank does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
17. All taxes including Sales Tax excise duty or any other tax on material or on finished works like work's contract tax, service tax, Turn-over Tax, etc. in respect of this contract shall be payable by the contractor and the Bank will not entertain any claim whatsoever in this respect.  
This particular aspect should be mentioned in the tender notice.
18. The contractor shall give a list of his relatives working with the Bank along with their designations and addresses.
19. No employee of the Bank is allowed to work as a contractor for a period of two years of his retirement from Bank service, without the previous permission of the Bank. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Bank as an aforesaid before submission of the tender or engagement in the contractor's service.
20. The tender for works shall remain open for acceptance for a period of **7 days** from the date of opening of Price Bid. If any tenderer withdraws his tender before the said period, then the **Bank shall be at liberty to forfeit Earnest Money paid along with tender.**
21. The tender for the work shall not be witnessed by a contractor who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
22. It will be obligatory on the part of the tenderer to tender and sign and tender documents for all the component parts and that, after the work is awarded, he will have enter into an agreement for each component with the Competent Authority in the Bank.
23. The tenderer, apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for (i) Electrical, LAN
24. **The electrical work included in the contract shall be executed by an electrical contractor with valid electrical (MV) license issued by Government of Bihar (Electricity Department).But all the responsibility of the work fixed on the main contractor ( contractor).**
25. Tenders which should always be placed in sealed cover with the name of the work of tender written on the envelopes will be received by the Zonal Manager,Bank of India, Zonal Office, Muzaffarpur, Bihar in a sealed envelope of appropriate size Containing the documents as under:- Techno Bid , Financial Bid , Tender fee , EMD

**26. The contractor who will disqualifying in the “TECHNO COMMERCIAL BID” his “FINANCIAL BID “ will not be opened & returned in the sealed form as submitted by them along with EMD (without any interest)**

**27. The tenderer should note that the tender is to be strictly on the item rate basis and his attention is specifically drawn to the fact that the rate for each individual item should be correct workable (abnormal rate may cause to forfeit the E.M.D.) irrespective of the quantity actually done notwithstanding the quantity stated in the schedule of quantities.**

Ajay Kumar  
(Zonal Manager)  
Bank of India.  
Muzaffarpur Zone.

## **GENERAL CONDITIONS OF CONTRACT**

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

### **CLAUSE-1:- INTERPRETATION.**

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

- i. Employer: The term “Employer” shall denote Bank of India with their head office at Star House, C-5, “G” Block, Bandra Kurla Complex, Bandra (east), Mumbai-400051 & any of its employees representative authorized on their behalf.
- ii. Architects:- The term “Architect” shall mean **M/s AKS Design** or in the event of his / their ceasing to be the Architects for the purpose of this contract such other person/s as Employer shall nominate for the purpose.
- iii. Contractor:- The term “Contractor” shall mean .....(Name and address of the contractor) and his / their heirs , legal representatives , assigns and successors.
- iv. Site: - The site shall mean the Bank of India, **LAWAPUR NARAYAN Branch** situated apex 0.5 Km from Mahnar, Vaishali ( Bihar).
- v. Site Engineer:- The representative of the architect / Employer will be carrying out the site inspection
- vi. Drawing: - The work is to be carried out in accordance with drawing, specifications, the bill/ schedule of quantities and any further drawing which may be supplied or any other instruction, which may be given by the Employer/Architect during execution of work.  
All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/ Architects shall be given access to such drawing or schedule of Quantities whenever necessary. In case any detailed drawing are necessary contractor shall prepare such detailed Drawings and / or dimensional sketches therefore and have it confirmed by the Employer / Architects Prior To taking up such work. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days a head from the time when it is required for implementation so that the Employer may be able to give decision thereon.
- vii. “The works” shall mean the work or works to be executed or done under this contract.
- viii. “Act of Insolvency” shall mean any act as such as decided by the Presidency towns Insolvency Act or in Provincial Insolvency Act or any amending Statutes.
- ix. “The Schedule/ Bill of Quantities” shall mean the schedule of quantities as specified and forming part of this contract.
- x. “Period Schedule of Quantities “shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

### **CLAUSE-2:- SCOPE.**

The work consists of Construction of Employer’s Electrical & Data cabling work B.O.I **LAWAPUR NARAYAN Branch**

he “drawings” and “schedule of quantities”. The , electrical works and LAN etc. Are within the scope of this tender. It includes furnishing all materials, labor, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawing furnished by the Employer / Architects. Should any detail essential for efficient completion of the work be omitted from the drawings & specifications it shall be the responsibility of the contractor to inform the Employer / Architects and to furnish and install such detail with Employer’s /Architect’s concurrence, so that upon completion of the proposed work the same will be acceptable & 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’s / Architect’s instructions” in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and / or drawings and / or specifications.
- (c) The removal from the site of any defective material brought thereon by the contractor and substitution of any other materials thereof.

- (d) The demolition removal and/or re-execution of any works executed by the Contractor/s.
- (e) The dismissal from the work of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The rectification and making good of any defects under clauses herein after mentioned and those arising during maintenance period (retention period.)

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's / Architect's instruction provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer/Architects shall be if involving a variation be confirmed in writing to the contractor/s within 7 days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation".

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

#### **CLAUSE-3:- TENDERER SHALL VISIT THE SITE.**

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

#### **CLAUSE-4:- TENDERS.**

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

The Bill of quantities shall be filled in as follows:

- i. The "Rate" column to be legibly filled in ink in both English figures & English words.
- ii. Amount column to be filled in for each item and the amount for each sub head as detailed in the "schedule of quantities."
- iii. All corrections are to be initialed.
- iv. The "Rate Column" for alternative item shall be filled up.
- v. The "Amount" column for alternative items shall be filled up.
- vi. In case of any errors/ omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

No modifications, writings 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 of paper attached to the original tender papers.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm / firms, without assigning any reason.

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

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

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

The employer has power to add to, omit from any work as shown in drawing or described in specification or included in the schedule of quantities and intimate the same in writing but no addition, omission, or variation

shall be made by the contractor without authorization from the employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for considering for a period of 15 days from the date of opening of the tender.

**CLAUSE-5:- AGREEMENT.**

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

**CLAUSE-6:- PERMITS AND LICENSES.**

Permits & licenses for release of materials which are under Government control will be arranged by the contractor at his own liability. The employer will render necessary assistance, sign any forms or applications that may be necessary. The basic price of controlled materials, if any, for the purpose of valuing the tender, is to be considered as stipulated below. This will also be the basis of adjustment in setting the contractor's bills.

**CLAUSE-7:- GOVERNMENT & LOCAL RULES.**

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

**CLAUSE-8:- TAXES AND DUTIES.**

**GST Payable extra as per rule.**

**CLAUSE-9:- QUANTITY OF WORK TO BE EXECUTED.**

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

**CLAUSE-10:- OTHER PERSONS ENGAGED BY THE EMPLOYER.**

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

**CLAUSE-11:- EARNEST MONEY AND SECURITY DEPOSIT.**

The tenderer will have to deposit an amount of **Rs 4,000/-** in the form of Bank draft/Banker's Cheque in favour of Bank of India at the time of submission of tender as an Earnest money. The employer is not liable to pay any interest on the earnest money. The earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision toward the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit an initial security deposit a further sum to make up **2%** of the value of accepted tender including the earnest money. The initial security deposit will have to be made within 07 days from the date of acceptance of the tender, failing which the Employer at his discretion may revoke the letter of acceptance & forfeit the earnest money deposit furnished along with the tender. It shall be refunded to the contractor along with the accrued interest within 14 days after the issue of certificate of completion certificate

Apart from the initial security deposit made as above, retention money shall be deducted from progressive **running bills @ 10%** of the gross value of each running bill until the total security deposit. i.e. the initial security deposit plus the retention money equals 10% of accepted Tender amount. The retention amount will be refunded to the contractor 14 days after the end of defect liability period (i.e. 12 months) 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.

The scale of Earnest Money, Initial Security Deposit and Retention Money is as under:-

- |    |                      |   |
|----|----------------------|---|
| i) | Earnest Money (EMD): | @ 1% of the estimated cost of work and to be Submitted with the tender. |
|----|----------------------|---|

- ii) Initial security deposit (ISD) : @ 2% of the accepted contract value less EMD,  
And to be deposited by the contractor within 7 **days**  
of acceptance of his tender.
- iii) Retention Money : 10% of Verified bill. The defect liability period shall be twelve month.

**CLAUSE-12:- CONTRACTOR PROVIDE EVERYTHING NECESSARY.**

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

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price, no extra 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 documents.

The contractor shall supply, fix, and maintain at his own cost for the execution of any work , all tools, tackles, machineries and equipments and all necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching & lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses , building, all other erections, matters, and things and the contractor shall take down and remove any or all such centering, scaffolding, staging, 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/ architects.

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

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

**CLAUSE-13: TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART.**

**Time of completion:** The entire work is to be completed in all respects within the stipulated period. The work shall deemed to be commenced within 7 **days** from the date of acceptance letter. 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 / architect have certified in writing that this has been completed and the defect liability period shall commence from date of such certificate.

**Extension of Time:** If in the opinion of the Employer/ Architect the works be delayed

- a. by reason of exceptionally inclement Weather or
- b. by reason of instructions from 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 or additions or
- e. by reason of any combination of workmen or strikes or lockout affecting any of the building trades or
- f. From other causes which the employer may consider being beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possessions 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 & shall do all that may be reasonably required to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for an extension of time as

above provided . The decision of the employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final & binding on the contractor.) shall be promulgated at the conclusion of such strikes or lock-out and the employer shall then in the event of an extension being granted, determine and declare the final completion date. The provision in clause-15 with respect to payment of liquidated damages shall in such case , be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.

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

#### **CLAUSE-14: LIQUIDATED DAMAGES.**

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

- a. 1% of the estimated amount shown in the tender per week to a ceiling of 10% of the accepted contracted sum.

#### **CLAUSE-15 : TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS, AND SITE OFFICE REQUIREMENT.**

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

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

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

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

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

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

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

**PROTECTIVE MEASURES:-**The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting, and protecting the work, the site and surrounding property by day, by night on Sunday and other holidays.

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

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

**STORAGE OF MATERIALS:-** The contractor shall provide and maintain proper shed for the proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials of the sub contractors and remove same on completion .Cement godown shall be constructed for storing about six weeks requirement of cement and stored as per norms with a stack of 10 bags each and two feet opening all around with two feet passage of each stack . Structure shall be water proof from all the sides and top. Cement should be stored one feet above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

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

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

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

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

**CLAUSE-16: NOTICE AND PATENT OF APPROPRIATE AUTHORITY AND OWNERS.**

The contractor shall confirm to the provision of any acts of the legislature relating to the work and to the regulations and bye-laws of any authorities, and / or any water , lighting and other companies and / or authorities with whose systems the structure were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform give the employer / architect written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The employer/ architect on receipt of such intimation shall give a decision within a reasonable time.

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

The contractor shall indemnify the employer against all claims in receipt of patent rights, royalties, damage to the buildings, roads or members of public in course of execution of work and shall defend all action arising from such claims and shall keep the employer saved harmless and indemnified in all respects from such actions cost & expenses.

**CLAUSE-17 : CLEARING SITE AND SETTING OUT WORKS**

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

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work & for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the employer. The contractor shall further set out 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 & no extra on this account will be entertained.

**CLAUSE-18 : DATUM.**

The average ground level will be considered as the crown of the nearest road , which should be taken as “Datum” which is however , subject to final confirmation by the employer/ architects. All levels shown in the drawing are to be strictly adhered to.

**CLAUSE-19: BENCHES.**

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

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

**CLAUSE-20: CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS.**

All soil, filth or other matters of any offensive nature taken out of any trenches, 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.

The contractor shall keep the foundations & works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of Employer for the purpose, until the building is handed over to the employer. The contractor shall arrange for the disposal of

the water so accumulated to the satisfaction of the employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

**CLAUSE-21: ACCESS.**

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

**CLAUSE-22: 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 & complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best & approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars & instructions as may from time to time be given by the employer/Architects during execution of the work & to his entire satisfaction.

If required by the employer/ Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the employer/ architect at his own cost to prove that the materials etc. under test conform to the relevant I.S. Standard or as specified in the specifications. The necessary charges for preparation of moulds (in case of concrete cube), transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account should in any case entertain.

All the materials (except where otherwise described) stores & equipments required for the full performance of the work under the contract must be provided through normal channel and must include charge for import duties, sales tax, octroi & other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the employer/ architect when so directed by the engineer/ architect and written approval from employer / architect must be obtained prior to placement of order.

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

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

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

**CLAUSE-23: REMOVAL OF IMPROPER WORK.**

The employer shall during the progress of the work have power to order in written form time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architect are not in accordance with specification or instructions, the substitution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental 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. No certificate which may be given by the Architects shall relive the contractor from his liability in respect of unsound work or bad materials.

**CLAUSE.24 SITE ENGINEER/ PROJECT MANAGEMENT CONSULTANT.**

The term "Site Engineer" shall mean the person/ the representative of the employer/Architect to superintend the work. The contractor shall afford the site engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The site engineer shall have no power to revoke, alter, enlarge, or relax any requirements of the contractor or to sanction any day work, additions,



alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the employer.

The site engineer shall have power to give notice to the contractor or to his foreman of non approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the employer is obtained. The work will from time to time be examined by the architects, engineers from the premises department of the employer and the site engineer. But such examinations 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 architect/ employer or his representative.

**CLAUSE.25:CONTRACTOR'S EMPLOYEES.**

The contractor shall employ technically qualified and competent supervisors for the work who shall be available throughout the working hours to receive & comply with instructions of the employer/ architects. The contractor shall engage at least one experienced engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

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

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

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

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

- i. The Payment of wages act.
- ii. Employer's Liability Act.
- iii. Workmen's compensation act.
- iv. Contract labour (Regulation and Abolition) Act, 1970 and Central Rules 1971.
- v. Apprentices act 1961.
- vi. Minimum Wages Act.
- vii. Any other act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the employer saved harmless and indemnified against claims if any of the workmen 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 own cost with the order 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 labourers are housed or accommodated , for prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

**CLAUSE.26: DISMISSAL OF WORKMEN.**

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

**CLAUSE.27: 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.

**CLAUSE.28: 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 of 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 what so ever in any way connected with the carrying out of his contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The contractor shall 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 contractor and the employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges & 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.

#### **CLAUSE.29: 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 the employer in the joint names of the employer and the contractor for such amount and for any further sum being allowed to the contractor as an authorized extra.

**The contractor shall deposit the policy & receipt for premiums paid with the employer within 7 (Seven) days from the date of issue of work order unless otherwise instructed.** In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurance company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of rebinding or reinstatement after fire shall be entitled to extension of time for completion as the employer may deem fit.

#### **CLAUSE.30: ACCOUNTS, RECEIPTS & VOUCHERS.**

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

#### **CLAUSE 31. MEASUREMENTS**

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

#### **CLAUSE.32: PAYMENTS.**

All bills shall be prepared by the contractor in the form prescribed by the employer/ architect. **No interim bill shall** be prepared subject to minimum value of interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show 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.

The amount stated in an interim certificate shall be the total value of work properly executed and the amount to be retained by the employer as retention money as per general condition of contract **The employer will deduct retention money as described as per general condition of contract.** The refund of retention money will be made as specified in the said clause.

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

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

#### **FINAL PAYMENTS.**

The final bill shall be accompanied by a certificate of completion from the employer/ architect. Payments of final bill shall be made after deduction of retention money as specified as per general condition of contract, which sum shall be refunded after the completion of defect liability period after receiving the employer's / architect's certificate 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.

#### **CLAUSE.33: 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 where ever existing or on engineering rate analysis based on prevalent fair price of labour, material & other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities.

#### **CLAUSE.34: SUBSTITUTION.**

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

#### **CLAUSE.35: PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION.**

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the employer that he has completed the work & 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 & outside, all floors, stair cases , and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the bank.

#### **CLAUSE.36: CLEANING SITE ON COMPLETION.**

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

#### **CLAUSE.37: DEFECT 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 **12 months** after completion of the work. In default the employer may employ & pay other person to amend and make good such damages, losses & expenses consequent thereon or incidental thereto shall be made good & 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 work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained as per general condition of contract together with any expenses the employer may have incurred in connection therewith.

**CLAUSE. 38 : 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 or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default where of the same shall at the opinion of the employer/ architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc... or other matters which cannot be conveniently tested or checked , the notes of the employer/ architect shall be accepted as correct and binding on the contractor.

**CLAUSE-39:ESCALATION.**

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

**CLAUSE-40: 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.

**CLAUSE-41: SUSPENSION.**

If the contractor except on account 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 for start the work within seven days after such notice has been given to proceed as provided in clause 43 (Termination of Contract by Employer)

**CLAUSE-42: TERMINATION OF CONTRACT BY EMPLOYER.**

If the Contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make assignment or a composition for the benefit of the greater 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 insolvency of the receiver of the contractor in insolvency, shall repudiate the contract , or if a receiver of the contractor's firm appointed by the court shall be unable, within fourteen (14) days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is employer able to carryout & 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 charge or encumber this contract or any payment due or which may become due to the contractor, there under or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract , to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as herein after mentioned or shall abandon the contract, then and in any of the said cases, the bank may not with standing 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 inforce as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor ( without thereby creating any trust in favour of the contractor) further the employer or his agent , or servants, may enter upon and take possessions of the work and all plants, tools, scaffoldings, sheds, machinery, steam & 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 servant and workmen in carrying on and completing the works or by employing any other contractor or other persons or person to complete the works , and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed from completing and finishing or using the materials and plants for the work when the works shall be completed or as soon hereafter 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's 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 deposit.

**CLAUSE-43: ARBITRATION :**

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or the rights touching or concerning the works or the execution or maintenance thereof this contract or the rights touching or concerning the works or the execution or maintenance thereof this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether breach of the contract (other than those in respect of which the decision of any person is by contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the employer herein after 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 30 ( Thirty) days of receipt of the notice to the contractors a panel of three (3) names of persons who shall be presently unconnected with the organization for which the works executed..

The Contractor shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the appointing authority within 30 (thirty) days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the sole arbitrator .If the contractor fails to communicate such selection as provided above within the period specified , the authority shall make the selection and appoint the selected persons as the sole arbitrator.

If the appointing authority fails to send to the contractor the panel of three names as aforesaid within the period specified , the contractor shall send to the appointing authority a panel of three(3) names of persons who shall be unconnected with either party . The appointing authority shall on receipt of the names as aforesaid select any one of the persons named & appoint him as the sole arbitrator. If the appointing authority fails to select the person and appoint him as the sole arbitrator within 30 (thirty) days of receipt of the panel & inform the contractor accordingly .The contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator & communicate his name to the Employer.

If the arbitrator so appointed so appointed is unable or unwilling to act or resigns from his appointment or vacates his office due to any reason what so ever another sole arbitrator shall be appoint as aforesaid.

The work under the contract shall however continue during the arbitration proceeding & no payment due or payable to the contractor to the contractor shall be with held on account of such proceedings.

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

The arbitrator may from time to time with the consent of the parties enlarge the time or making & publishing the award.

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

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

The award of arbitrator shall be final & binding on both parties.

Subject to aforesaid the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made there under & for the time being in force, shall apply to the arbitration proceeding under this clause.The employer and the contractor here by also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

APPENDIX TO TENDER			
Sl. No	Item	Ref. To tender document	Amount / period, etc.
1.	Tender fee	Tender notice	<b>Rs. 1,000/-</b> by D.D of any Nationalized Bank drawn in favour of BANK OF INDIA payable at Muzaffarpur.
1.	Earnest Money	Tender notice	<b>Rs.4,000/-</b> by D.D of any Nationalized Bank drawn in favour of BANK OF INDIA payable at Muzaffarpur.
2.	Initial Security Deposit	Conditions	2 % of Contract price in the form of D.D. issued by any Nationalized Bank within 07 days of receipt of Work order, failing on which deposit will be deducted in cash from running bill.
3.	a) Minimum Amount of Third Party Insurance	Conditions	For the full value of work order issued, for the duration of work including extended time period ( if any ) in the joint names ie <b>Contractor and Bank Of India.</b>
	b) Workmen's Compensation Insurance	Conditions	As needed
4	Period of Mobilisation of works from date of work order	Conditions	<b>03( Three )</b> days after receipt Of Work order
5	Time of completion	Conditions	<b>15 (Fifteen Days)</b>
6	Amount of liquidated damages.	Conditions	1 % of Value of contract price per week or part of week of delay subject to a ceiling of 10% of contract price.
7	Period of Maintenance	Conditions	12 months from certified virtual completion date.
8	a) Minimum Amount of Interim Certificate on value of work done	Conditions	No interim bill for this project.
	b) And their Periodicity	Conditions	No interim bill for this project.
9	% of Retention money from Interim Certificate as distinct from Initial Security Deposit.	Conditions	10 % of value of work done.
10	% of Advance on Materials at site.	Conditions	Not Applicable for this project.
11	Time within which payment of Interim Certificate will be made after Architect's Certification.	Conditions	Not Applicable for this project.
12	Submission of final Measurements		Within 10 days from the date of certified completion from Authority.
13	Time within which payments of final bill will be made after Architect's certification		15 days from the date of certification of the final bill.

14	Period of issuing final Certificate		Within 15 days from the date of submission of final bill and on submission of No claim certificate by the Contractor.
15	Release of security Deposit.		After completion of defects liability period of 12 months.
16	Venue of Arbitration	Conditions	MUZAFFARPUR
17	Jurisdiction of Court.	Conditions	MUZAFFARPUR.

Witness 1. \_\_\_\_\_ 2. \_\_\_\_\_

DATE:

PLACE:

**Signature of Tenderer**

(With company Seal)

## **SPECIAL CONDITIONS OF CONTRACT**

### **Scope of special conditions of contract**

These Special Conditions of contract give:

The general description of the works to be executed.

The location of site are given for the guidance of the tenderer. However the tenderer shall satisfy himself regarding these information and Employer does not bind himself to the correctness of the same.

The particular conditions of contract applicable to this Tender to be read in conjunction with the other documents forming part of the contract. These conditions shall supersede any other conditions mentioned in the other part of contract document.

The description of the materials and workmanship to be strictly adhered to and the safety measures to be adopted during the execution of the works.

### **A) Location of Site**

The proposed site is located Approx. **0.5Km** from Mahnar, Vaishali.

### **Description of scope of works**

The Scope of work given is for general guideline and may change during the course of execution.

The work to be executed under this contract comprises of , Electrical and Data cabling Works.

The execution of works not included in the tender documents but related to the project shall be carried out by the Contractor if called upon to do so by the Employer at the same unit rates and the terms and conditions of their contract.

### **Tender drawings**

One set of drawings is issued with the tender document. This is for the general guidance of the Contractor to enable him visualize the type of work contemplated. The Contractor will be deemed to have studied the drawings and formed an idea about the work involved. Any further clarification required by the Contractor can be had from the office of the Consulting Architect. The drawing issued are scope drawings for tender purpose only. Actual construction drawings will be issued to the successful tenderer. However, these detailed drawings can be seen before quoting the rates in the office of Architect or Zonal Office of Bank of India.

The Contractor shall state clearly all assumptions based on the tender drawings at the time of tendering which affect his item rates at the time of submission of Tender only.

No claims for extra payment arising out of such assumption made at the time of tendering shall be entertained at a later date.

### **Facilities to be provided By Employer:**

The Employer shall provide following:

Water supply for construction purposes will be provided at one point at site of work by the Bank's branch. Further storage / distribution and pumping water at all heights shall be Contractor's own responsibility. Electric power – 440 V x 3 phase x 50 Hz will be provided at one point at work site.

The Contractor shall provide his own meter and distribution arrangement , Electrical bill paid by contractor during the work period. The Contractor has to arrange and install switch boards with HRC fuses and switches including cable of required length of appropriate size and capacity at his own cost.



**Facilities to be provided By Contractor:**

The Contractor shall provide the following:

The Contractor shall make his own arrangement to procure all equipment for his work.

He shall also submit with the tender, the type and number of different equipment with their capacities in good working conditions and strength of labour which he will use on the site to ensure completion of the work in specified time.

Samples of all materials like false ceiling boards, paints, wires, switches and all accessories etc. shall be submitted for approval, prior to procurement.

Scaffolding shall be independent of the walls. No holes are to be allowed in wall for fixing scaffolding. Stage scaffolding shall be provided for false ceiling and electrification works.

All tools, tackles, machinery, Equipment, scaffolding, labour, etc. required for execution of work.

**Plan of operations .**

Before commencing the works Contractor shall supply following to the Consultant for his approval within four days of receipt of work order .

Drawings showing the general arrangement for his temporary works and other temporary facilities.

Arrangements and methods of executions including all devices whatsoever for the completion of the whole of the works.

To prepare and furnish a Bar chart for execution of various items of works indicating the quantum of resources like labor, machinery and supervision personnel which he would be deploying for each stage of work.

Any other items of specific relevance to the contract if requested by the Consultant.

**Firm price contract**

The prices quoted by the Contractor shall be firm and no escalation of any kind whatsoever will be allowed, till the entire duration of the contract and / or extension thereof.

The Contractors prices should include Sales Tax on works contract, if any, and no extra on this account will be allowed.

All rates, sales tax, service tax, excise duties, octroi or other charges or duties chargeable or payable to Government and / or local authority at present or in future in respect of the work hereby awarded to the Contractor at the rates as are or may be in force from time to time shall be borne and paid by the Contractor.

The quoted item rates shall be inclusive of all the liabilities/ responsibilities relating to contract labor laws / Insurance / provident funds etc. and no variation in prices will be effected for that purpose.

Any rise in the quoted rates due to escalation in cost of materials, labor, petrol , diesel, etc., shall have to be borne by the Contractor and the rates shall not be subject to any change.

**Extra items / deviated items:**

During execution of works, the Contractor may be required to carry out some items, the rates of which are not in the Schedule of rates. As far as possible the rates of such extra items shall be derived from the rates of similar items in the Tender.

In case the extra item is not similar to items in the Schedule of Rates, the rates of extra items shall be derived by computing the reasonable basic cost of inputs like materials required, labor, equipment (

Provide by the Contractor only ) to carry out the whole item of work. To the basic cost so arrived at, 15% to cover supervision, over heads and profit shall be allowed to arrive at final rate of the items.

### **Standard specifications**

Unless specifically mentioned otherwise all the relevant codes and standards published by the Indian Standards Institution and all other codes and standards which may be published by them before the acceptance of the contract shall apply and govern in respect of design, workmanship, quality and properties of materials, testing and measurements. The term Indian Standards Institution shall also include any revised name, the body may be presently functioning under.

The drawings and specifications are to be considered complimentary to each other. Should any discrepancy appear or should any misunderstanding arise as the meaning and interpretation of the specifications or drawings or quality of materials or workmanship, the same shall be referred to the Architect whose decision will be final. Also any discrepancy or misunderstanding arise as to the meaning and interpretation between the Bill of Quantities and specification, Bill of Quantities supersedes specifications.

Interpretation involving financial liabilities will be subject to the prior approval of the Employer.

### **Usage of brand of materials**

In this Tender, we have mentioned particular brand or make of materials to be used in items. The Contractor shall have to use this material only as far as possible. However, in case of non-availability of such materials, prior approval in writing will have to be taken for using alternate material and such material will be used only after being approved by the Employer.

### **Progress report**

The Contractor shall submit to the Consulting Architect on the first day of each week a progress report for the previous period showing upto date cumulative progress and progress during the preceding week alone on all progress items of each section or portion of the works in the proforma prescribed by the Consultant / Employer.

### **Measurement of bills**

All measurements shall be in metric/Feet system. The Contractor shall prepare the measurement sheets for the various items executed by him and abstract giving the cost, on his letterheads in quadruplicate and submit them to the Consultant-in-charge for approval.

To avoid delay in verification and certifications, the Contractor shall prepare all the bills including final bills based on the drawing used for execution and measurements recorded jointly with the representative of Employer / Consultant.

For the purpose of taking joint measurement the Contractor's representative shall be bound to be present whenever required by the Architect.

In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of work, mode of measurement as per latest Indian standard method of measurement shall be followed.

## **Term of payment**

**The running bill amount** ( based on measurements ) submitted by the Contractor may be certified by the Consultant and no adhoc payment on preliminary scrutiny of the submitted bill.

No adhoc payment shall be certified on any bill till the previous bills are cleared.

The Contractor shall have to work in close co-operation with other agencies and see that no damage occurs to the existing wires, cables etc. within the Bank premises. If any damage has occurred then as per the directives of the Architect same damages are to be rectified by the Contractor. If the Contractor fails to do so even after the issue of written notice, a reasonable amount shall be deducted from the bill of the Contractor pending with the Bank for the expenses incurred by the Bank for such rectification carried out.

The Contractor is also requested to sign a formal Agreement on the prescribed form on a non-judicial Stamp paper of appropriate amount . The cost of stamp paper shall be borne by the Contractor.

The Tender shall be submitted in accordance with these instructions and any Tender not conforming thereto is liable to be rejected. These instructions shall form part of the Tender and the Contract.

The Tender documents which will be issued to each Tenderer comprise of these instructions, Tender with Appendix, Conditions of Contract, Form of Agreement, Special Conditions, Specifications, Schedules, Bill of Quantities and Drawings, as detailed in the Special Conditions. Each Tenderer shall be furnished one complete set of the above Tender document.

The Tender shall be filled in, signed with all particulars complete and submitted by one duly authorized to do so. The Tenderer shall satisfy the Employer that he is competent and authorized to submit Tender and/or to enter into a legally binding contract with the Employer by furnishing documentary evidence in that behalf.

The Tender shall be completed with all the documents set out in Para - 2 above and other documents set out in these instructions and elsewhere in the Tender documents.

In particular, the Tenderer shall complete and submit the following for his Tender to be considered as bonafide.

Form of Tender and Appendix.

Bill of Quantities and its Abstract and all other Schedules, each page duly signed.

**Tenderer will be give a consent letter from a bank's empanelled electrical contractor with valid MV license ( issued by State Electricity of Bihar) & the electrical work included in this tender will be executed by him. But in case of any problems arise all the responsibility will be go to the contractor . Electrical Inspections, enhancement of electrical load & other electrical permissions will be required by the bank should be done through the electrical contractor as required. The cost of such charges will be borne by Bank & will be paid after producing necessary challan to the Bank.**

Requirement of Electric Power and Water.

Reference to previous similar works executed including a statement of location of works, their magnitude, time or completion as per tender / contract and actual completion , name of Employer / Architect to whom reference may be made in regard thereto.

Details of other works tendered for and on hand on the date of submission of tender.

The Employer reserves the right to adjust arithmetical or other errors in the Tender in accordance with the

following general rules. In the event of discrepancy between words and figures quoted, the description in words shall prevail. Similarly, in the event of an error in the Amount column arising as a result of wrong extension, the unit or item rates shall be regarded as firm and extension amended accordingly.

No alterations shall be made in any of the tender documents supplied. The tenderer shall, by submission of this tender be deemed to have accepted the terms and conditions contained in the tender document except in so far as any of them is expressly varied by letter attached to the tender stating the variations desired. All such variations shall take the form of a separate statement which shall be as brief as possible and referenced to the items, clauses and pages in the document. In addition, the tenderer shall indicate in this statement the increase or reduction over the tendered amounts stipulated if the conditions varying the tender documents are withdrawn by him.

This is an item rate measurement contract based on priced Bill of Quantities. The Item rate shall be valid for the entire duration of the Contract and / or extension thereof. The Tenderers shall note that the prices and rates inserted in the Bill of Quantities are to be the full inclusive value of the works described under each item including all costs and expenses which may be required in and for the construction of the works described whether specifically mentioned or not, together with all general risks liabilities and obligations set forth or implied in the documents on which the tender is based. The employer will not be responsible for or pay for expenses or losses which may be incurred by tenderer in the preparation and submission of the tender or in any activity connected therewith. As soon as the successful tenderer is advised of the award of the contract to him all future expenses and all taxes etc., to be incurred by him shall be deemed to be covered by the prices quoted in this tender.

The tender shall be accompanied by Earnest Money as per tender notice. This earnest money shall be refunded to all unsuccessful tenderers. In case of the successful tenderer, the earnest money will be transferred to the Initial Security Deposit for performance of the contract. In case the tenderer does not accept the offer, the earnest money deposit shall stand forfeited.

The bidders are specifically requested to enclose along with tender document, the tender drawings duly stamped by authorised representative in a separate sealed envelope duly marked "Tender Drawings" in case the drawings issued are not bound to this tender. The sealed envelope containing the tender drawings shall be opened first and if the drawings are not stamped and signed by the authorised representative, such tenders shall not be considered for competitive bidding.

Any tenderer, who may be in doubt as to the meaning of any part of tender documents, shall at once notify the Employer / Consulting Architect requesting written explanation or clarification thereof. Such explanation or clarification to the tender document shall be issued as formal addenda by the Consulting Architect to each tenderer, who has purchased the tender documents and such addenda shall become part of the tender document and be incorporated and returned with it.

All documents submitted with the tender shall be either in English or Hindi language. If in any other language, it will not be admitted unless accompanied by an authenticated English translation. All dimensions shall be in metric units.

The tender shall remain valid for specified days from the date of submission unless otherwise stipulated in the tender notice. Any tenderer withdrawing or amending his tender within this period shall forfeit his Earnest Money to the Employer and his tender will be rejected.

Before tendering, the tenderer shall visit the site of works and detailed drawings (in the Zonal Office of Bank Of India or Architects office) and in any case shall be deemed to have done so in order to acquaint himself with nature of the site and conditions in which the works are to be quoted and executed.

Claims for extras arising out of non-inspection of site or detailed drawing , shall not be valid or entertained at a later date.

**It may be viewed seriously for assigning any future work.**

Tenderer shall note that the Employer reserves the right to add other structures, not mentioned in the drawings at present, at a later date while the works are in progress.

In case of such additional works, the time of completion and revision in rates, if any, for the additional work shall be reasonably modified and decided in consultation with the Employer and Consulting Architect, and as agreed upon mutually .

Bidders are requested to go through the tender and drawings thoroughly. All assumptions / variations made by the bidders regarding the mode of operation and scope of various items shall be stated clearly at the time of submission. Any ambiguities or doubts as to the mode of operations/descriptions/scope of items, mode of measurements of items, if any, shall be got clarified before the time of submission. No claims for extra payments shall be entertained later date on account of such cases of assumptions/doubts and the item in question shall be operated as required by the Employer / Architect.

The Employer reserves the right to reject any or all tenders or accept the lowest or any other tender without assigning any reason thereof.

The detailed specifications not covering in tender shall be available at the office of the Consulting Architect. The contractor may clear their doubt, if any, regarding specifications at Consultant's office.

The tender documents duly completed in all respects along with Tender drawings ( if any ) and all other accompanying documents shall be submitted and delivered as required in the Tender Notice

**Additional Clause for running branch of the Bank.**

The works to be executed are in the running branch of the Bank and all items will be executed in a manner so as not to disturb the ongoing work or routine work of the Bank. To this account work may have to be carried out in other than normal day timings; such and other constraints are to be considered at the time of submission of tender. No extra claims shall be made at a later date or at any stage of work and all effects of such constraints are deemed to have been covered in the quoted rates.

**TENDERER IS TO CHECK THAT THIS TENDER DOCUMENT INCLUDING INSTRUCTIONS, CONDITIONS, BILL OF QUANTITIES, DRAWING(S) ETC. ANY AMBIGUITY FOUND IN THE TENDER DOCUMENT SHALL BE BROUGHT TO THE NOTICE OF THE BANK / ARCHITECT IN WRITING BEFORE LAST DATE OF SUBMISSION OR ELSE THE TENDER IS LIABLE TO BE REJECTED CONSIDERING IT TO BE THE FAULT OF THE TENDERER.**

## **SAFETY CODE**

### **1. SCAFFOLDING:-**

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

ii) Scaffolding or staging more than 4meter above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a hatred rail properly bolted, braced or otherwise secured at least 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from the building or structure.

iii) Working platform, gang ways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m

Wherever there are open excavations in ground, they shall be fenced by suitable railing and danger signals installed at night so as to prevent persons slipping into excavations.

v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. In length while the width between side rails in rung ladder shall in no case, be less than 290mm for ladder up to and including 3m. in length . For longer ladders this width shall be increased at least 20 mm for each additional meter of length.

vi) A sketch of ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

### **OTHER SAFETY MEASURES**

vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

### **EXCAVATION & TRENCHING**

ix) All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30m. in length or fraction there of. The ladder shall be extended from bottoms of the trench to at least 1m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or surely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall not be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

x) The contractor shall take the measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may bought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons on which may with the consent of the contractor, be paid to compromise any claim by any such person.

### **DEMOLITION**

xi) Before any demolition work is commenced and also during the process of work:

All roads and open areas adjacent to the work site shall either be closed or suitably protected.

No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor , roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe.

## **PERSONAL SAFETY EQUIPMENTS**

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

Those engaged in welding works shall be provided with welder's protective eyesight lids.

Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:

No paint containing lead or lead products shall be applied used except in the form of paste or ready made paint. Paints like vinyls and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.

Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

## **HOISTING MACHINES**

1) use of hoisting machines and tackle including their attachments anchorage supports shall conform to the following standards or conditions :

a) These shall be good mechanical construction's sound material and adequate strength and free from patent defect and be kept in good repair and in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

2) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of hoisting machine including any scaffolding winch or give signals to operator

3.) In case of every hoisting machine and of every chain ring hook, shackle shovel pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

4. In case of departmental machines, the safe working load shall be notified by the engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the engineer whenever he brings any machinery to site of work and get it verified by the engineer concerned.

Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safety devices. Housing appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

These safety provision should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precaution the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

## **TECHNICAL SPECIFICATION FOR ELECTRICAL WORK**

### **SPECIAL CONDITIONS OF WORK ELECTRICAL WORK:**

All installations shall comply with the requirements of the Indian Electricity rules, 1956, as amended from time to time and as per relevant clauses of National electrical code, 1985.

All materials to be arranged by the contractor for use in the work must be approved from the architect/consultants will in advance before these are actual used on the work.

Bad workmanship is liable to be rejected into.

The contractor /his supervisor will be bound to sign the site order book and to carry out the instructions given therein.

All repairs and patch work shall be neatly carried out to match the original finish and to the entire satisfaction of the Employer/Architect. Any damage to the building due to execution of work shall have to be made good immediately by the contractor at his own cost.

The contractor shall make his own arrangements for storing the materials and watch and ward at his own cost, even for the installation till the date of completion and handing over the site.

The contractor shall make his own arrangement at his own cost for all general and electrical tools and plants at his own cost for all general and electrical tools and plants required for the work.

All debris due to the electrical works shall be removed and site shall be cleared by the contractor as soon as the work is completed.

Wiring conduit routes shall be marked at site first and got approved from the architect/consultant before the commencement of the actual work.

The work shall ordinarily be carried out according to the drawings supplied with the schedule of work at the time of award of work subject to any change made by the architect/consultant.

All the materials to be used on the work shall confirm to one of the ISI marked wherever specified. If materials to be used are not covered by any one of the above specifications, it should be got approved from the Architect. Unless otherwise mentioned in the schedule of work, the contractor shall use the materials in the work according to the "LIST OF APPROVED MATERIALS" enclosed with the CONTRACT DOCUMENT. In case the particular make of materials mentioned under conditions above are not available at the time of execution of the work, the alternative make of materials that has to be approved from the Architect/Consultant before its use.

### **SWITCH FUSE UNITS**

The Switch fuse units shall comply with IS : 4047 and IS : 4064 in all respects.

The Switch fuse units shall be double break iron class or sheet steel type robust in design having quick break mechanism suitable for load bread duty and provided with neutral link where specified. There shall be rust proof C.I. sheet steel enclosure with fully inter looked covers and be suitable for wall/bus bar mounting.



## **SOCKET OUTLET AND PLUG**

These shall be of 3 pin type and of rating 5 amps. Each socket outlet shall be complete with controlling switch. Protective fuse links shall be provided with 15 amp socket outlet. The socket outlets shall be of piano key type as per list make acceptable to the consultant/Engineer-in-charge.

## **LOOK-IN-JUNCTION BOX**

These junction boxes shall be drip-proof type and dust vermin proof construction fabricated from 16mm thick sheet steel or seasoned teak wood board having internal dimensions of 200 x 150 x 100 depth for single phase distribution system with bakelite top cover with brass screw.

## **WORKMANSHIP AND INSTALLATION WORK**

The workmanship shall be of good commercial quality and all supply materials and installation work shall be completed to the full satisfaction of the consultant/Engineer-in-charge.

## **METHOD OF MEASUREMENT**

Unless otherwise mentioned in the schedule of quantities, measurement will be on net quantities of work produced. In the even of any dispute with regard to the measurement of work executed the decision of the consultant/engineer in charge shall be final and binding to the contractor.

## **CONDUCT WIRING**

All M.S. Conduit shall be ISI marked confirming IS : 9537 Part- II- 1981 or latest finished with galvanised or stove enameled surface. All conduit accessories shall be confirming to IS : 2667 – 1976 and be threaded type.

The conduit for each circuit shall be erected complete with necessary bushes before drawing in of any wire I.W. spacers of 10mm thick shall be used between the conduit saddle and fixing surface. The saddle shall be fixed at an interval of not more than 750mm apart for vertical run and 600mm apart for horizontal run.

## **WIRES**

Unless otherwise mentioned in the schedule of quantities only single core PVC/Polyethylene insulated cable consisting of single / multistrand copper conductor shall be used for wiring in conduit system.(Confirming to IS 694-1990)

## **EARTHING**

All exposed metal parts of the electrical equipments shall be connected to earth electrodes by not less than two separate and distinct earth connection in accordance with Indian Electricity Rules and the relevant Indian Code of practice for earthing 3040-1966.

## **EARTH ELECTRODE**

The earth electrode shall be G. I. Pipe class B having 50mm internal diameter 3mt. Long in one single piece with holes 12mm dia on all sides at 150mm centre upto a minimum height of 3mt. From bottom and two holes 15mm dia at 100mm from the top end to receive a 76mm (3") long G.I. bolt, double nuts, washers and complete with wire mesh funnel. No joints will be allowed in the earth electrode. The electrode shall be driven at least 2 Mt. Clear from masonry structure and the distance between two electrode shall be not less than twice the length of the length of the electrode. A masonry inspection point of size 600mm × 600 × 150mm deep shall be built with 125mm thick C.M. (6:1) brick work both inside and outside plastered 20mm thick and neatly cemented 1.5mm thick, inside top and outside around the top of the earth pipe, so that the top of the G.I. pipe is 250mm below the finished ground level.

## **APPROVED FROM STATUTORY AUTHORITY**

The sub-station installation work shall be inspected and approved by electrical inspector and authorities of CESU. Contractor has to arrange for such clearance.

## **METHOD OF MEASUREMENT**

All stove enameled black M.S. conduit, C.I. conduit/pipe and rigid PVC conduit shall be measured for net length as laid or fixed over all fittings, bends, elbows, tees, etc. shall not be paid separately.

Installation able measurement will be based on length from gland to gland with an allowance of 300mm from cable entering fitting and accessories and one liner metre for cable entering switch boards.

Unless otherwise mentioned in the schedule of quantities, measurement will be on net quantities of work produced. In the event of any dispute with regard to the measurement of work executed the decision of the consultant/Engineer in charge shall be final, and binding to the contractor.

Thimbles are to be provided wherever required without any extra charges of cable terminations of size 16 Sqm above.

The adopter boxes are to be made up of not less than 16 SWG thick M.S. sheet.

Where unless specified, the G.I. boxes should be 600mm deep (Inside)

The brass batten holder/angle boulders should be of as per ISI specifications and ISI approved.

The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such test as commissioning may be required to give a satisfactory working installation to the satisfaction of the company.

The tenderer shall visit the site before quoting the rates and shall submit the tender complete in all details whether such details have been mentioned in the Schedule of work or in specification.

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delay may be.

The contractor shall add to the amount of their tender sales taxes, excise duty, octroi or any other charges or fees leviable by the local or central authorities as it shall be assumed that the contractors rates cover all such taxes and no claim on this account shall be entertained.

All necessary safety features required as per various statutory authorities for the entire installation of work shall be taken in to consideration by the contractor and work to be carried out accordingly.

**LIST OF APPROVED MATERIALS AND THEIR APPROVED MANUFACTURES ( ELECTRICAL)**

01.	Switch fuse with H.R.C. fuses.	:	L&T / Havells /MESCAB
02.	Switch fuse with rewirable fuses.	:	L&T /Havells/MESCAB
03.	Isolator	:	L&T /Havells/MESCAB
04.	Splitter switch	:	L&T /Havells/MESCAB
05.	Iron clad change over switch	:	L&T /Havells/MESCAB
06.	Distribution fuse board	:	L&T /Havells/MESCAB
07.	11 K.V. grade PVC insulated armoured aluminium cables.	:	Finolex /Havells/MESCAB
08A.	440 V/11 K.V. grade PVC insulated and sheathed aluminium wire and P.V.C insulated and flexible cords.	:	Finolex /Havells/MESCAB
B.	-Do- copper wire	:	Finolex /Havells/MESCAB
09.	PVC/Polythene pipe.	:	1 <sup>st</sup> class pipe (Heavy Type).
10.	G.I. pipe.	:	1 <sup>st</sup> class pipe (Heavy Type).
11.	30A/60A DP moulded isolating switch.	:	L&T /Havells/Finolex
12.	Miniature Circuit Breaker/ M.C.B. Type isolator.(IS-8828-1996)	:	L&T /Havells/Finolex
13.	16 Amp/6 Amp tumbler switch and plug socket with porcelain base and bakelite cover.	:	L&T /Havells/Finolex
14.	16 Amp/6 Amp piano key type switch and flushed type plug socket.	:	MESCAB /Crabtree/Havells
15.	Modular Type switch, socket	:	MESCAB /Crabtree/Havells
16.	Ceiling Rose.	:	ELLORA/PRCISSION/ ANCHOR
17.	Holder.	:	ELLORA/PRCISSION/ ANCHOR/
18.	Luminous indicating type buzzer with concelation pus:		National/Anchor/Havell.
19.	Buzzer	:	Bajaj/Anchor/ Havell.
20.	16 Amp/6 plate type switches & sockets over PVC/G.I. metallic boxes.	:	-CPL/MK/Northeast/Anchor/Havell.
21.	Call bell/Alarm bell.	:	Ellora/Precision/Anchor/Havell
22.	Light fittings.	:	Phillips/Havels
23.	Compact Fluorescent Light.	:	Philips/Havels

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

### **1. APPLICATION :**

These rules shall apply to all building & construction works in charge of the proposed Electrical & Data cabling work for Bank of India.

### **2. DEFINITION:**

Work place means a place at which, at an average 50 workers are employed in connection with construction work.

Large work place means a place at which an average 500 or more workers are employed in connection with the construction work.

### **3. FIRST AID.**

- a. At every work place, there shall be maintained in readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- b. At large work place, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and run by trained compound.
- c. Where large work place are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.
- d. Where large work place are situated in cities, towns in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facility removal of urgent cases to the hospitals. At other works places, some conveyance facilities such as a car shall be kept readily available to take inquired person or persons suddenly taken to the nearest hospital.

### **4. DRINKING WATER :**

- a. In every place there shall be provided & maintained at suitable places easily accessible to labour, sufficient supply of cold water fit for drinking.
- b. where drinking water is obtained from an intermittent public water supply, which work place shall be provided with storage where such drinking water shall be stored.
- c. Every water supply of storage shall be at a distance of not less than 15m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking . All such wells shall be entirely closed in and be provided with trap door which shall be dust and water proof.
- d. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month

### **5. WASHING AND BATH PLACES.**

- a. Adequate washing and bathing places shall be provided separately for men and women.
- b. Such places shall be kept in clean & drained condition.

### **6. SCALE OF ACCOMODATIONIN LATRINES AND URINALS.**

There shall be provided within the precincts of every work place latrines and urinals and an accessible place, and the accommodation, separately for each of them shall not be less than the following scale :-

#### **No of Seats.**

- a. Where the number of persons does not exceed 50 2
- b. Where the number of persons does exceed 50 but dose not exceed 100 3
- c. For every additional 10 3 per 100

In particular case the Engineer who have the power to vary the scale where necessary.

### **7. LARTINES AND URINALS FOR WOMEN:**

If women are employed separate latrines and urinals screened from those men and marked in the vernacular in conspicuous letters "For Women Only" shall be provided on the scale laid in Rule 6. Those for men shall be similarly marked "For men Only" a poster showing the figure of a man or a woman shall also be exhibited at the entrance of latrines for the " respective sex". There shall be adequate supply of water close to the urinals and latrines.

8. **LATRINES AND URINALS:**

All latrines shall be provided with septic tanks or leach pits in case of small units. All the latrines shall be kept in good sanitary conditions.

9. **CONSTRUCTION OF LATRINES :**

The inside walls shall be constructed of masonry of some suitable heat resisting non-absorbent materials and shall be cement washed inside & outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines will not be of a standard low than bore hole system and should have thatched roofs.

10. **DISPOSAL FOR EXCRETA :**

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta shall be made by septic tank or leach pit duly approved by the engineer and in conformity with the requirements of local public health authorities.

11. **PROVISIONS OF SHELTER DURING REST :**

At every work place there shall be provided free of cost two suitable sheds one for meals and the other for rest separately for men and less than 3.5m from the floor level, to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm. Sheds should be kept clean and the space should be on the basis of at least 0.05 square meter per head.

**CRECHE :**

- a. At every work place at which 50 or more women workers are ordinarily employed there shall be provided two huts for the use of children under the age of 6 years belonging to such women one hut shall be used for infants game and play and the other as their bed room. The hut shall not be constructed on a lower standard than the following :

- i) Thatched roofs.
- ii) Mud floors and walls.
- iii) Planks spread over the mud floor & covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two daily in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

- b. Where the number of women workers is more than 25 but less than 50 the Contractor shall provide at least one hut and one dia to look after the children of women workers.

- c. The size of crèche or crèches shall vary according to the number of women workers.

The crèche or crèches shall be properly maintained and necessary equipments like toys etc, shall be provided.

13. **CANTEEN :**

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

## ARTICLE OF AGREEMENT

THIS AGREEMENT made at.....the .....day of 2023 between “BANK OF INDIA ” a body corporate constituted under the Banking companies (Acquisition and Transfer of undertaking Act 1970) having its zonal office at Bank of India Muzaffarpur-842002 (Herein after referred to as “ THE EMPLOYER” which expression shall include its successor and assign) of the ONE PART.

and

..... having its registered office at .....herein referred to as the “ CONTRACTOR” of the OTHER PART WHEREAS the employer is desirous of work of .....Branch at ..... as stated to the instruction to the Tenderer. (herein called the “ WORKS”)

WHERE AS the Owner in order to effectively carry out the said works at ..... engaged M/S AKS Design, a firm of Consultants, Architects, Indrapuri, Patna-2, Mob-9835812470 .(Hereinafter referred to as the “ ARCHITECT / CONSULTANT “) to prepare plans, drawings and specifications describing the works to be executed for Electrical & Data cabling work of **B.O.I LAWAPUR NARAYAN Branch** of the to open tender received at the office of the “OWNER” to scrutinise and recommend to the Owner the name / names of the contractor / contractors from whom the tenders were received and to issue work order to the contractor / contractors so recommended after having the approval and acceptance thereof from the Owner.

Where as the owner has caused the plans, drawing number..... and specifications priced schedule of quantities of the Electrical & Data cabling works as per General Conditions of the contract & Instructions to Tenderers prepared with the assistance of the said Architect / Consultant subject to which the offer of the contractor shall be accepted.

Where as the tender of the contractor for construction of the said work been approved by the Owner.

Where as the contractor has deposited with the Owner Rs.....as security deposit for the due performance of the agreement.

Where as the said Architect/ Consultant has issued work order to the contractor.

AND WHEREAS the relevant drawing inclusive of the specifications, priced schedule of quantities, General conditions of contract and Instructions to the tenderer (hereinafter collectively referred as to ‘the said conditions’) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

### NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings etc. & such further detailed drawings as may be furnished to the contractor by the said owner through the Architect and described in the said specification & said priced schedule of quantities.
2. The Owner will pay to the contractor the sum of Rs.....(Rupees ..... ) (hereinafter called the ‘Contract Sum’) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term “Architect / Consultant” in the said conditions shall mean the said M/s Space Arch and in the event of the said Architect / Consultant ceasing to be the Architect / Consultant for the purpose of this contract such other person / persons as shall be nominated for the purpose by the Bank. Provided always that no person subsequently appointed to the Architect under this contract shall be entitled to disregard or over-rule any decision on approval expressed in writing by the outgoing Architect /Consultant for the time being if the same had been done under instruction from the Owner.
4. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
5. The said contract comprises theElectrical & Data cabling work above mentioned and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Employer through Architect / Consultant or other Architect / Consultant as the case may be even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
6. Notwithstanding what are stated in the general conditions of contract, special conditions and herein before stated the Owner through the Architect / Consultant reserves to itself the right or altering

the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

7. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and performed.
8. Any dispute arising under this agreement shall be between the parties hereto shall be referred for adjudication to a sole arbitrator in the manner and in terms of the provisions as laid down in clause 60 of the general condition of contract. The award of the arbitrator shall be final & binding on both the parties.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at MUZAFFARPUR and court in MUZAFFARPUR shall have jurisdiction to determine the same.
10. As WITNESS our hand this                      Day of 2023

SIGNED by the said in the presence of

Bank.

SIGNED by the said in the presence of

Contractor.

## **PREAMBLE TO BILL OF QUANTITIES**

1. The Bill of Quantities shall be read in conjunction with the Drawings, Conditions of Contract and Specifications, as these documents are jointly explanatory and descriptive of the works included in the Contract.
2. General directions and descriptions of work and materials given elsewhere in the Contract documents are not necessarily repeated in the Bill of Quantities. Reference is to be made to the other documents for information.
3. The Contractor shall be deemed to have visited the site before preparing his Tender and to have examined for himself the conditions under which the work will be priced and all other factors affecting the execution of the work and the cost thereof.
4. The Quantities of work and material in the Bill of Quantities are not to be considered as limiting or extending the scope of work to be done and materials to be supplied by the Contractor. The quantities in the Bill of Quantities are an estimate of the amount work but the work will be measured on complete and the contractor will be paid on the actual measurement of work approved by the Architect.
5. Any special methods of measurements used are stated at the head of or in text of the Bills of Quantities for the items affected. All other items are measured net in accordance with the drawings and no allowance has been made for wastage. Unless otherwise specified measurements shall be as per relevant Indian Standard.
6. A price or rate in figures is to be entered against the item in the Bill of Quantities, whether quantities are stated or not. Item against which no price is entered will be considered as covered by other prices or rates in the Bills.
7. The prices and rates entered are to be the full inclusive value of the works described under the various items, including all costs and expenses which may be required for the completion of the work described, together with all cost and obligations set forth or implied in the conditions of Contract, Specifications and the Drawings.
8. Some finishing items may be quantity wise completely altered (either added or omitted) and the same shall not affect any rates quoted.
9. Where prices have been entered against Lump sum items, payment for such affected items shall be made in proportion to the extent of which works have been done at the time of billing and the same be at discretion of the Architect.
10. "Providing and Fixing" shall mean that the Contractor has to provide such materials not being procured and borne by the Bank, but which are required for the item and if no materials need be provided by the Contractor, the rate shall be only for fixing of the component covered in the item.
11. Items on painting and other finishes may be Quantity wise completely altered ( either added or omitted) and the same shall not affect any rates quoted.
12. Where prices have been entered against Lump sum Items in the Bill of Quantities, payment for such affected items shall be made in monthly installments ( subject to the provision of the relevant clause of the Conditions of the Contract) in proportion to the extent of which at the end of the month the relevant works have been done at the discretion of the Consultant.
13. The provisional Sums, included in the Bill of Quantities to cover for Contingencies and additional works are to be expanded as occasion arises under the direction of the Consultant and any reduction or additional work executed will be measured and valued at the rates inserted in the Bills of Quantities or where such rates are not applicable then as provided for in relevant Clauses of the Conditions of the Contract.
14. All other provisional and prime cost sums entered in the Bills of Quantities shall be dealt with in accordance with relevant Clause of the Conditions of the Contract. If the accepted tendered rates for items in the " Bill of Quantities " cover a number of operations, the Consultant may at his discretion, allow part - rates in ' interim bills' against such items of which only one of the operations are completed. The quantum of part- rate shall be decided by the Consultant.
15. Only figured dimensions on drawings shall be followed. If any dimension is not available on the drawing, it shall be obtained from the Consultant.
16. Wherever a reference is made to any Indian standard code of Practice, it shall mean the latest version of the relevant standard in use.
17. Before the commencement of the work, accurate surveys and levels of the ground, whether proposed to be excavated or filled up or not, shall be taken jointly by the Consultant and Contractor or his agent, and drawings of the levels so taken shall be prepared from such surveys and levels. These shall be signed by



the Contractor and the Consultant and the levels so taken and recorded shall be final and binding on the Contractor.

18. Every portion of the work shall be kept clear of accumulations from time to time and delivered up clean and free from all defects or every at the conclusion of the works. As the work gets completed in any particular portion of the work area, the Contractor shall clear the portion so completed and make the same available for further activities.
19. The Contractor shall give full co-operation and facilities to other Contractor(s).
20. The Contractor shall be responsible for the true and proper setting out of the works, for the correctness of position, levels, dimensions and alignment, of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear in the position, levels, dimensions or alignment of any line or level by the Consultant shall not in any way relieve the Contractor of his responsibility for the correctness thereof, and the Contractor shall carefully protect and preserve all Bench marks, site-rails, pegs and other survey Pedestals in setting out works.
21. The plea of “Custom Prevailing” will not on any account be permitted as an excuse for infringement on any of the specifications.
22. Materials and workmanship for the civil works in this Contract shall be as per the given Technical Specifications. Items for which specifications are not available, will be executed as per latest IS code or C. P.W.D handbooks Part I & II of Central Government.

NOTATIONS : In the column “ UNIT ” of the Bill of Quantities :

Sqm. - represents - Square Meter ,

Sqft. - represents - Square feet

Mtr - represents - Running Meter

ft - represents - Running Feet

L.S- represents - Lump Sum.

Each - No

No- represents - Number

PT - represents – Point

TO BE SUBMITTED IN ENVELOP NO - 02



MUZAFFARPUR ZONE  
2<sup>nd</sup> FLOOR YAMUNA COMPLEX  
MITHANPURA , MUZAFFARPUR-842002  
FINANCIAL BID - PART B

BILL OF QUANTITIES  
FOR

“ELECTRICAL & DATA CABLING WORK  
IN **BANK OF INDIA LAWAPUR NARAYAN BRANCH**”

ISSUED TO M/S \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect:-

M/S AKS DESIGN

Indrapuri , Shiv mandir road, Road No. 10,  
Opposite puja medical,  
Patna-800024

RENOVATION AND REFURBISHING OF LAWAPUR NARAYAN BRANCH					
ELECTRICAL BOQ					
SL. NO.	ITEM OF WORK	UNIT	QTY	RATE	AMOUNT
	<b>WIRING</b>				
1	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq mm FR PVC insulated copper condtr single core cable in surface/ recessed PVC conduit with modular switch, modular plate, suitable GI box and earthing the 3rd point with 1.5 sqmm FR PVC insulated copper conductor single core cable etc as reqd.	Each	67		
2	Wiring for A.C. Point with 2 x 4 sqmm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit / PVC Casing - n Capping along with one no 4 sq mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Mtr.	80		

3	Sub main Wiring for Light D.B. with 4 x 4 sqmm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit / PVC Casing - n Capping along with 1X4 sq mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Mtr.	15		
4	Sub Main Wiring from LT Panel to UPS Panel with 4 x 6 sqmm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit / PVC Casing - n Capping along with two no 6 sq mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Mtr.	15		
5	Sub main Wiring between LT Panel to RAW feed D.B. with 2 x 6 sqmm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit / PVC Casing - n Capping along with one no 6 sq mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Mtr.	15		
6	Wiring for UPS & RAW Power computer point with 2 x 2.5 sqmm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit / PVC Casing - n Capping along with one no 2.5 sq mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Mtr.	410		
7	Light Circuit wiring with 2 x 1.5 sqmm FR PVC insulated copper conductor single core cable surface/ recessed PVC conduit / PVC Casing - n Capping along with one no 1.5 sq mm FR PVC insulated copper conductor single core cable for loop earthing as required.	Mtr.	510		
8	Supply & fixing suitable size GI box with modular plate and cover in front on surface/ in recess i/c pvdg & fixing 5 pin 5/6 amp modular socket outlet and 5/6 amps modular switch, connection, painting etc as reqd.	Set	12		
9	Supply & fixing AC controller unit consisting of one no 25 amp AC controller having overload protection starter, one no 20/25 amp SPN MCB and socket outlet, all fixed on a modular plate complete with metal box and recessed in wall as reqd.	Set	5		
10	Supply & fixing suitable size GI box with modular plate and cover in front on surface/ in recess i/c pvdg & fixing 6 pin 15/16 amp modular socket outlet and 15/16 amps modular switch, connection, painting etc as reqd.	Set	12		
11	Supply & fixing remote controlled call bell buzzer suitable for 230 V AC/ Battery operated with remote type bell push as reqd.	nos.	1		
12	Supply & fixing of computer point with 3 no. 5 pin 5/6 amp modular socket with modular type switch for UPS Power and 2 no. 5 pin 5/6 amp modular socket with modular type switch phenolic laminated sheet suitable size PVC/G.I. box. As per instruction of Bank/Elc.Er./as required.	nos.	12		
13	S/F of approved make including square face plate and M.S. housing box with RJ-45 socket etc complete in all respect including cat-6 Data cable conduits, identification of the hub				
	a) RJ-45 socket	Set.	12		
	b) Cat-6 Data cable with PVC conduit	Mtr.	450		
14	Supply & fixing of approved make including square face plate and M.S. housing box with RJ-11 socket etc complete in all respect conduits as required.(Each Section Head work station have 2 no. of RJ 11 Socket)				
	a) RJ-11 socket	Set.	6		
15	b) Supplying and drawing 2 pair 0.5 sqmm FR PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/PVC conduit as required.	Mtr.	450		
16	Supplying and drawing fixing 8 SWG copper conductor wire for loop earthing as required.	Mtr.	40		
17	Supply & fixing Commissioning of 20 line Net-working hub all complete as required.	Set.	1		
18	Supply & fixing of following sizes of PVC conduit along with accessories in surface/ recess i/c cutting the wall and making good the same in case of recessed conduit as reqd.				
	a) 20 mm	Mtr.	100		
	b) 25 mm	Mtr.	100		
	<b>DISTRIBUTION BOARDS &amp; PANELS</b>				
1	Supplying & Fixing following ways three pole and neutral sheet steel MCB DB, 415 volts on surface/ recessed complete with tinned copper busbar, neutral busbar, earth bar din bar detachable gland plate interconnections, phosphatised and powder painted i/c earthing etc as reqd. ( But without MCB / RCCB/Isolator)				
	b) 4+12 Way double door VTPN DB.	Each	1		
	c) 16 Way double door SPN DB.	Each	2		

2	Supply & fixing 5 amps to 32 amps rating 240 V 'C' series MCB suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc as reqd.				
	a) 6/10 A 10 KA SP MCB "B"	Each	20		
	b) 40 A 10 KA FP MCB "C"	Each	1		
	c) 40 A 10 KA DP MCB "C"	Each	2		
	<p>Reinstallation of indoor cubicle extensible type fully compartmentalized Distribution panel suitable for operation on 415 volts 50 Hz 3 phase 4 wire AC distribution system, suitable for 35 KA short circuit rating, confirming to IP:42 degree of protection, made up of 1.6 mm thick CRCA sheet, wall/ floor mounted, dust &amp; vermin proof enclosure, having hinged and earthed cover on front, having neoprene gasket/ katings stuck to the doors, duly painted with 65- 75 microns thick dry epoxy powder paint after 7 tank process of degreasing, derusting etc comprising of the following switchgears complete with all interconnections with suitable size of copper strip/hard drawn PVC insulated copper cable i/c keeping the panel in position, minor civil works as necessary, painting, sign writing etc complete as required (as per specifications of Panel attached)</p> <p><b>TEST</b>  <b>FOLLOWING REPORTS HAVE TO BE PROVIDED BY THE VENDOR AT THE TIME OF SUBMISSION</b>  <b>OF</b>  <b>REPORT:</b>  <b>1) FINAL AS BUILT PLAN IN THREE COPIES DRAWN TO THE SCALE, PRINTED IN CASE OF CAD AND BLUE PRINT, IN CASE OF MANUAL DRAWING.</b>  <b>2) QUALITY REPORT INDICATING THE ITEMS USED WITH THEIR MAKES.</b>  <b>3) PANEL MANUFACTURER'S CPRI TEST REPORT.</b>  <b>4) ROUTINE TEST REPORT OF PANEL FOR IR &amp; HV TEST.</b>  <b>5) GUARANTEE/WARRANTY CARD OF PANEL MANUFACTURER.(Panel Size- H-1400mm, W-900mm &amp; D-300mm)</b></p>				
	<b>INCOMING:</b>				
	a) 1100 amp 4 pole MCCB not less than 25 KA having Thermo magnetic type release for a range of 80% to 100% for Overload and short circuit complete with rotary handle etc as reqd.: 1 no				
	b)63 amp 4 pole heavy duty I-II-I type cubicle changeover switch: 1 no				
	<b>METERING:</b>				
	a) Multifunctional meter displaying A/V/PF & Hz along with 3 nos Suitable size CTs & HRC type protection fuse etc as reqd: 1 nos				
	c) LED type phase indicating lamp in phase distinguishing colors with HRC fuse : 6nos				
	<b>BUS BAR:</b>				
	Main Bus Bar: 4 strip 200 amp bus bar made of electrical grade aluminium strip enclosed in separate bus bar chamber, provided with DMC/ SMC bus bar support duly insulated with heat shrinkable sleeves in distinct colours as reqd: 1 set				
	Emergency Load Bus Bar: 4 strip 150 amp bus bar made of electrical aluminium copper strip enclosed in separate bus bar chamber, provided with DMC/ SMC bus bar support duly insulated with heat shrinkable sleeves in distinct colours as reqd: 1 set				
	<b>OUTGOINGS:</b>				
	40 amp, 10 KA D Series FP MCB : 1 nos.				
	40 amp, 10 KA D Series DP MCB: 3 nos.				
	25 amp 10 KA C series SPN MCB: 4 nos.				
	63 A rotary type Phase selector: 2 no				
3	63 amp DP Manual Change Over For UPS Charging-1 nos.	Set	1		
	SITC of indoor cubicle type UPS panel suitable for operation on 415 volts 50 Hz, 3 phase 4 wire AC distribution system, AC supply, suitable for 35 KA short circuit rating, confirming to IP:42 degree of protection, made up of 1.6 mm thick CRCA sheet, wall/ floor mounted, dust & vermin proof enclosure, having hinged and earthed cover on front, having neoprene gasket/ katings stuck to the doors, duly painted with 65- 75 microns thick dry epoxy powder paint after 7 tank process of degreasing, derusting etc comprising of the following switchgears complete with all interconnections with suitable size of copper strip/hard drawn PVC insulated copper cable i/c keeping the panel in position, minor civil works as necessary, painting, sign writing etc complete as required. (as per specifications of Panel attached)				
	<b>INCOMING:</b>				
	a) 40 amp FP MCB 10 KA D series.: 1 no.				

	b) 63 amp Phase Selector- 1 no.				
	<b>METERING:</b>				
	a) Digital Volt meter displaying voltage with 3 nos HRC type protection fuse etc as reqd: 1 nos				
	<b>UPS INPUT &amp; OUT PUT</b>				
	3 no 40 A SPN MCB 10KA with 3 no 40 amp Industrial type socket out let and Top with connection o/g MCB with PVC insulated copper conductor wire as required (For 2 no. main input and 1 no. output)				
	<b>OUTGOINGS:</b>				
4	a) 40 amp SPN MCB 10 KA B Series: 2 nos	nos.	1		
	<b>SUPPLY OF FIXTURES &amp; FANS</b>				
1	Supplying, installation, testing & fixing of stepped type electronic fan regulator on the existing modular plate switch box i/c connection but excluding modular plate etc as reqd.	Each	4		
2	Supplying, installation, testing & fixing of 2'X2' size 36W LED CRCA white powder coacated housing with ABS plastic bottom frame with electronic driver duly wired up to the terminal block, luminaire suitable for armstrong ceiling and grid ceiling complete with separate electronic driver.As approved make by Electrical consultant/architect etc as reqd.	Each	18		
3	Supplying of recess mounted circular LED (dia-6") downlighter 9/12 Watt LED suitable for armstrong ceiling and grid ceiling complete with separate electronic drive/approved make by architect/Ele.Consultant etc as required.	Each	32		
4	Supplying, installation, testing & fixing of 1X36 W (TMS021 1XTL-D36-28W , MAKE-PHILIPS) tube light fitting powder coated batten with PC tube (1XTL-36W, MAKE-PHILIPS)	Each	6		
5	Supplying, installation, testing & fixing of Exhaust fan 300mm sweep HEAVY DUTY EXHAUST make- CROMPTON / approved equivalent.	Each	2		
6	Supplying, installation, testing & fixing of 1200 mm sweep energy efficient ceiling fan, connection with 1.5 sqmm PVC ins copper condtr, testing, commissioning etc as reqd.	Each	4		
7	Supplying, installation, testing & fixing of oscillating and tilting type wall bracket fan of 400 mm sweep i/c fixing the same on wall, connection with 1.5 sqmm PVC insulated copper conductor, testing, commissioning etc as required.	Each	12		
	<b>SUPPLY OF CABLE MAIN &amp; SUBMAIN</b>				
1	Supply & laying for sub main from L.T line & DG line following sizes and core PVC/XLPE insulated PVC sheathed, heavy duty, armored electrical cable with aluminum conductor for working voltage up to and including 1100 volts.(Conforms toIS:1554.part-1) with 8 no. SWG die bare copper conductor wire for loop earthing, proper laying on wall or roof, thumbnail clipping and use proper size cable gland for cable sport etc. as required. all complete as per instructions of Elec.Er. / Architect.				
	(i) 25 sq mm,3.5 core(L.T. Main)	Mtr.	70		
	(ii)16sq mm,4core (D,G Main )	Mtr.	50		
	<b>SUPPLY &amp; MAKING OF EARTHPIITS</b>				
1	Earthing with GI earth plate 600mm x 600mm x 6 mm thick accessories and pdg masonry enclosure with cover plate having locking arrangement and watering pipe etc ( but without charcoal or coke and salt) complete as required.	Set	2		
2	Extra for using charcoal and sal for GI / copper earth plate electrode as required ( 96 Kg charcoal & 5 Kg salt)	Set	2		
3	Providing & laying earth connection from earth electrode with 6 SWG dia GI wire in 15 mm dia. GI pipe from earth electrode as required.	Mtr.	20		
4	S/L 6 SWG G.I.wire on surface or in recess as reqd.	Mtr.	20		
5	Earthing with CU earth plate 600mm x 600mm x 3 mm thick accessories and pdg masonry enclosure with cover plate having locking arrangement and watering pipe etc ( but without charcoal or coke and salt) complete as required.	Set	1		
6	Extra for using charcoal and sal for copper earth plate electrode as required	Set	1		
7	Providing & laying earth connection from earth electrode with 4 mm dia copper wire in 15 mm dia. GI pipe from earth electrode as required.	Mtr.	20		
8	S/L 4 mm dia copper wire on surface or in recess as reqd.	Mtr.	20		
	<b>Total</b>				

**Note:- G.S.T Extra applicable as per rules**