



**BANK OF INDIA**

**PANSEMAL BRANCH**

**TENDER DOCUMENT  
ELECTRICAL TENDER**

CONSULTANT

**TARUN K. JAIN & ASSOCIATES**

74, RUPCHANDSA JAIN MARG

NEAR JAIN DHARMASHALA.

KHANDWA-450001

Tel.:- 0733-2224979, Mob.:-98272-40550,  
94251-24568,



**BANK OF INDIA**

**PANSEMAL BRANCH**

**INSTRUCTIONS TO  
TENDERERS**

CONSULTANT

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## INSTRUCTION TO TENDERS

01. The tenders must accompany copies of latest Income Tax clearance Certificate, Solvency Certificate, Annual Turnover, details of similar works executed by the tender during last five years giving the names addresses of clients and the value of individual work executed.
02. The sealed tenders should be addressed to BANK OF INDIA, Zonal Office, 18, Anand nagar Khandwa and should reach on or before:-...07/02/2012..
03. The tenders received after....07/02/2012...shall not be accepted under any circumstances whatsoever.
04. The tenders shall be opened in the presence of the Banks (B.O.I.) tender committee. Successful bidder shall be informed and called for further negotiations.
05. The owner / consultant do not themselves to accept the lowest or any other tender and reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason.
06. Each page of the tender document is required to be signed by the authorized signatory of the tenderer.
07. Original tender documents duly signed and filled up should be submitted.
08. The tender document shall be duly filled in all respects. If any of the data is found to be missing then the tender will be considered as invalid.
09. All erasures, cutting and alteration made while the initials of the tenderer must attest filling the tender document. Over writing of figures is not permitted. If the tenderer fails to comply with any of the above stated conditions, the tender shall be considered as invalid.
10. Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions.
  - (a) Where there is difference between rates in figures and in words shall be considered as correct.

- (b) Where the amount of an item is not worked out or it does not correspond to the rate either in words or in figure, the rates quoted in words shall be considered as correct and necessary extension made.
- (c) Where the tenderer in figure and in words tally quotes the rates, but the amount is not worked out correctly, the rates quoted by the tenderer shall be considered as correct and amount shall be corrected accordingly.
11. Tenderers must visit the site, study the drawing and specifications and acquaint him self fully about the works to be carried out before quoting his rate.
12. Earnest money of unsuccessful bidder shall be returned within one month of award of job.
13. The tender should be submitted in the office of Bank of India, Zonal Office, Anand nagar Khandwa on or before ...07/02/2010.... Up to ....3.00...P.M.
14. The Owner / Consultant reserve the right to accept or reject any or all the tenders with out assigning any reason whatsoever.
15. The tender shall be accompanied with Earnest Money Deposit in the form of Cross Demand Draft drawn any schedule bank in favour Bank of India of as detailed below.

Name of Work	Earnest Money amount	Time Period
Electrical work of branch	Rs. 4,000/-	7 days from Award of work

## LETTER OF SUBMISSION OF TENDER

**From :**

**To :**

Dear Sirs,

Having examined the tender document relating to the Interior work of B.O.I. Pansemal Br. comprising of the tender Notice, General and Special Conditions of contract, specification, Schedule of quantities etc. having understood the provision and requirements relating to the project, having conducted a through study of the job, location of the site, transportation and communication facilities, availability and accessibility of materials, and all other factors governing the project. I / we hereby submit our offer for the execution of the proposed work in accordance with the terms and conditions and within the time period specified in the tender document, at the rates quoted by me / us in the accompanying schedule of quantities.

I / we undertake to do all extra works which may be assigned to us as a part of this contract at rate quoted in the tender document.

If after the tender document is accepted, I / we fail to commence the execution of work within 30 days, we agree that the Owner / Consultant shall full authority to forfeit the earnest money.

I / we confirm having deposited earnest money of Rs. \_\_\_\_\_ (Rs. only) by Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank branch attached hereto.

I / we further confirm that: -

- (i) I / we have successfully carried out various projects of similar nature and I/ we have vast experience in handling large project of this nature.
- (ii) I / we have sufficient qualified manpower and necessary materials and equipments to executed the project efficiently.
- (iii) The rates quoted in the offer will be valid up to 90 (Ninety) days from the date of opening of the tender.

**Signature of Contractor**

## **APPENDIX TO CONDITIONS OF THE CONTRACT**

- |    |  |        |   |
|----|--|--------|---|
| 1. | Earnest Money with Tender                          | -      | Rs. 4,000/-                                 |
| 2. | Date of submission<br>At Zonal Office Khandwa      | -<br>- | 07-02-2012 (last date)                      |
| 3. | Date of Completion<br>(from receipt of work order) | -      | 7 days                                      |
| 4. | Defects Liability Period                           | -      | 12 months                                   |
| 5. | Retention Percentage from<br>every running payment | -      | 10%   |
| 6. | Liquidated Damages                                 | -      | Rs. 500/- per week                          |
| 7. | Cost of tender Form                                | -      | Rs. 500/-<br>(Cash / DD in favor of B.O.I.) |

I/We agree to the above conditions.

SIGNATURE of CONTRACTOR

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

NAME OF FIRM :

SEAL OF FIRM :

WITNESS – I

SIGNATURE :

NAME IN BLOCK LETTERS :

OCCUPATION :

ADDRESS :

DATE :

WITNESS – II

SIGNATURE :

NAME IN BLOCK LETTERS :

OCCUPATION :

ADDRESS :

DATE :



**BANK OF INDIA**

**PANSEMAL BRANCH**

**CONDITION OF  
CONTRACT**

CONSULTANT

**TARUN K. JAIN & ASSOCIATES**

74, RUPCHANDSA JAIN MARG

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Tel.:- 0733-2224979, Mob.:-9827240550,

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## **CONDITION OF CONTRACT**

### **01. Definition of terms**

In the contract, the following words and expressions shall have the meanings as stated below:

- (a) **'OWNER'** shall mean Bank of India, Zonal Office Knw. and shall include their successors and assigns, as well as their authorized owner of the project.
- (b) **'CONSULTANT'** shall mean and shall include authorized representatives of the Engineer consultants appointed by the owner of the project.
- (c) **'ENGINEER-IN CHARGE'** shall mean the engineer appointed by the owner to supervise all activities of the project.
- (d) **'TENDERER'** shall mean the company / agency who quotes against the tender enquiry for undertaking the work.
- (e) **'CONTRACTOR'** shall mean the successful bidder whose tender has been accepted by the owner and to whom the order is placed by the owner and shall include his heirs, legal representatives successors etc.
- (f) **'PERMANENT WORKS'** shall mean all the works included in the schedule of quantities and shall also include additions alteration etc..
- (g) **'OTHER WORKS'** shall mean the works which have either a direct / indirect relation with projects.
- (h) **'PROJECT'** shall mean entire work specified in the contract documents.
- (i) **'SITE'** shall mean the actual place where the project I to be executed.
- (j) **'ACCEPTANCE LETTER'** shall mean written consent t by a letter to the tendered intimating him that his tender has been accepted.
- (k) **'CONTRACT'** shall mean the articles of Contract Agreement, the general conditions, the special conditions, schedule of quantities, specifications, drawings attached and duly signed by the owner and the contractor.
- (l) **'DATE OF CONTRACT'** shall mean the date on which the owner has issued acceptance letter.
- (m) **'CONTRACT PERIOD'** shall mean the period (including rainy season) specified in the tender documents during which the contract shall be executed.

- (n) **'COMPLETION CERTIFICATE'** shall mean the certificate issued by the Owner / Consultant to the Contractor after successful completion of the project.

## **02. PROJECT INFORMATION**

### **2.1 General:**

The detailed information of the project given below is for general information and for convenience of the Contractor. However, it is not binding on the Owner in any way and shall not govern the scope of works.

### **2.2 Location of Site:**

The project B.O.I. site is located at near Bus stand, Pansemal

- 2.3 After the completion of the project, the Contractor shall remove all the temporary scrap etc. and waste items supplied by him and clear the site as per the instructions of the Owner / Consultant in case if the contractor fails to do so, the Owner / Consultant has the right to remove the said material and clear the site. The expenses incurred shall be recovered from the Contractor from the payment due to him.

## **03. COMMITMENT OF THE CONTRACTOR:**

### **3.1 Interpretation of Contract document:**

- 3.1.1 The entire document forming part of the contract is to be taken as mutually explanatory, supplementary and complementary to each other. If there is any error, omission or discrepancy in any of them, it shall be brought to the notice of the Owner / consultant. The decision of the Owner / consultant shall be final and binding. The Contractor shall execute the work accordingly.
- 3.1.2 The Contractor shall examine all the contract documents thoroughly including the scope, nature and magnitude of works he has to execute in accordance with the contract documents.
- 3.1.3 The Contractor shall visit the project site so as to study the site, and other factors governing the works.
- 3.1.4 There may be change in site location, layout of site as per technical requirements and the tenderer shall be entitled for any claim due to such changes.

### **3.2.A Force majeure:**

The following events shall come under the category of force majeure: viz. War, revolution, riots, floods, earthquake and epidemic. If the execution of works is delayed due to any of the above events, then the time period shall be extended as per affected period.

3.2.B In case work is delayed due to non availability of stores supplied by Owner or any other reasons which is beyond the Contractor control, the Contractor shall them upon the happening of any such event causing delay shall immediately but not later than 10 days of happening of the vent give notice there of in writing to the owner / Consultant, but shall nevertheless use constantly his best endeavor to p0revent or make good delay. The accepting officer may in the discretion grant such extension of time as appear reasonable to him and the shall be communicated to the Contractor shall be bound to complete the work within such extended time.

### **3.2 Time Schedule:**

The successful tenderer shall submit the time schedule in the form of the CPM/PERT charts within fifteen days from the date of commencing of work order and shall execute the work strictly as per the schedule date.

### **3.4 Compensation for delay:**

Time is essence of contract. If the contractor fails to complete the work and clear the site on or before dates fixed for completion he shall without prejudice to any other right for remedy on account of such breach be liable to pay compensation viz. Half percent of the contract value of the requisition of work ordered for every week that the whole or work remains incomplete and taken over by the Engineer In charge / Owner / Consultant. For the purpose of this condition the contract value shall be value at contract rates of work actually ordered, provided always that the total amount of compensation to be paid under this condition shall not exceed five of the contract value.

### **3.5 Default of Contractor:**

If the Contractor fails to complete the work within the stipulated time period or extended time period, then the Owner / Consultant shall have the right,

- i) **To determine the contract:** In this event, the contract shall be terminated by giving written notice to the Contractor and the unfinished works shall be got completed by labour engaged by the Owner or through other agency at the risk and cost of the Contractor.

- ii) **Without determining the contract:** In this event, if the Owner / Consultant finds that the defaults of the Contractor can be rectified, then an opportunity shall be given to the same Contractor to rectify the defects / defaults in the specified time.

### **3.6 Variation in scope of works:**

The Owner / Consultant has the right to increase or decrease the quantity of work or delete / add certain items of work and shall give notice in writing to the Contractor, who shall not be entitled for any compensation, claim regarding the change in scope of work.

### **3.7 Termination of Contract for death:**

If the Contractor in an individual or a proprietary firm and the individual or proprietor dies and if the Contractor is a partnership firm and one of the partner dies, then the Owner / Consultant has the right to terminate the contract unless and until the Owner / Consultant is satisfied that the surviving partners are capable of executing and the completing the remaining contract. In case of termination of contract, the legal representatives of the deceased Contractor are not entitled for any compensation or claim also, the Owner / Consultant shall not leave any penalty against the damage caused by incomplete work.

### **3.8 Contractors Subordinate staff:**

The Contractor shall depute qualified engineers for execution of the project. The technical staff employed by the contract shall be responsible for the quality and workmanship of the work as per the satisfaction of the Owner / Consultant. The instructions given by the Owner / Consultant or his authorized representatives should be followed by the Contractor's supervisory if any of the opinion of the Contractor staff members is incapable or inexperienced, in the opinion of the Owner / Consultant, then he should be removed immediately and suitable substitution should be done by the Contractor.

### **3.9 Subletting of Contract:**

The Contractor shall not appoint sub-contractors for execution of any part of the works without approval of the Owner / Consultant. However even if such approval is given the main Contractor shall be solely responsible for the defaults in work executed by the sub-contractor. If, in the opinion of the Owner / Consultant any of the sub-contractor is found to be incapable then he may give written notice to the Contractor instructing him to terminate the sub-contract, failing which the Owner/ Consultant has the right to remove the sub-contractor from the site.

**3.10** Cancellation of Contract in part or in full for contractor's default. If the Contractor fails to execute the work in the manner described in the contract documents or if he at any time, in the opinion of the Owner / Consultant:

- (I) Fails to carry out the works in accordance with the contract conditions or as per the specifications mentioned in the documents.
- (II) Stops the execution of works without giving prior information to the Owner / Consultant.
- (III) Fails to carry out the works to the satisfaction of the Owner / Consultant.
- (IV) Fails to supply sufficient or suitable electrical material, tools, and labour etc.
- (V) Commits breach of any of the provisions of the Contract.
- (VI) Abandons the work.
- (VII) Becomes bankrupt during the continuance of the work.

In above cases, the Owner / Consultant shall have the power to enter upon the works and take possession of the materials, temporary works, electrification work without making any payment or allowance to the Contractor.

**3.11 Co-operation with other agencies at site:**

The Contractor or his authorized representatives must work in close co-operation with the agencies executing other works forming the part of the project and also with the workers employed by the consultant / owner for the execution of works which are not included in the contract. Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen etc. The Contractor's quoted amount / rates shall be deemed to cater for all the above contingencies and nothing extra shall be admissible on this account.

**3.12 Safety of adjoining properties:**

The Contractor or his authorized representative should conduct all the operations necessary for the execution of works in such a manner that no inconvenience is caused to the properties of other persons and owner.

**3.13 Payment Royalties, rents, octroi, taxes etc:**

(I) All charges regarding royalties, rent, octroi terminal sales tax or other duties or any other levy on materials obtained for the work shall be borne by the Contractor.

(II) The Contractor should not sell or dispose off the leftover materials as it is the properties as it is the property or the owner.

**3.14 General conduct of the workers:**

If the workers or the supervising staff of the Contractor are involved in riotous or illegal activities to such and extent that it becomes necessary to hand over the matter to the police then the Contractor would be solely responsible for the case and all the expenses incurred in the legal proceedings shall be borne by the Contractor.

**3.15 Escalation:**

No escalation shall be allowed on any account whatsoever on the rates.

**3.16 Insurance:**

The Contractor shall at his own expenses carry and maintain insurance with reputed insurance companies to the satisfaction of the owner as under:

(I) **Insurance of Works:** The Contractor shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected commissioned and taken over by the owner, without limiting such responsibility. The Contractor shall in the interest of the work insure the plant and work for their value plus ten percent until they have been taken over. Such insurance shall cover the equipments and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period. If the Contractor fails to undertake the insurance, the owner will insure and debit the premium expenditure to the Contractor's account.

(II) **Insurance of employees:** The Contractor shall accept full and exclusive liability for the compliance with all obligation imposed by the Employees State Insurance Act, 1948 the shall be recovered from any of the payment due to Contractor.

The Contractor shall agree to fulfill in with the employees State Insurance Corporation, the declaration forms and all forms which may be required in respect of the Contractors sub construction Employees who are employed in the work provide for or those covered by E.S.I.C. from time to time under the agreement.

The owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid.

- (III) **Work-men's Compensation:** Insurance shall be effected for all the Contractors employees engaged for this contract. If any of the work is sublet, the Contractor shall require the sub-contractor also to provide workmen's compensation and employers liability insurance for the latter's employees, if such employees are not covered under the Contractors insurance.

The Contractor shall also carry and maintain all other insurance, which may be required under any law or regulation from time to time. He should also carry and maintain any other insurance, which may be required by the owner.

- (IV) **Transit Insurance:** The cost of transit insurance relating to be transported by the Contractor to the site of work shall be borne by the Contractor and the price shall be inclusive of this cost.

- (V) **Loss or damage and Indemnity Agreement:** The Contractor shall be responsible during the progress of work as well as maintenance period for any liability imposed by law for any damage to work or any part thereof to any of the materials or other things including those of the owner used in performing the work or for outside the site. The Contractor shall indemnify and hold the owner and the engineer harmless against all liability, claims, loss or injury, including costs, expenses and attorneys, fees incurred in the defense of same arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

- (VI) **Third Party Insurance:** Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner by or arising out of the execution of works or in the work carried out by the owner, by or arising out of the referred to in the provision of clause 3.17 v here of such insurance shall be effected with a insure and in terms approved by the owner and for at least the amount stated in the Appendix or the Engineer representative the policies of insurance and the receipts for payments of the current premiums.

The terms shall included a provision where by, in the event of any claim in respect of which the owner would be entitled to receive indemnity under the policy being through or made against the Contractor, the insurer will indemnify the Owner against such claims and any costs, charges and expenses in respect thereof.

## **04. EXECUTION OF WORK:**

### **4.1 General:**

All the works shall be executed in accordance with the detailed drawings, specifications and instructions given by the consultant or mentioned in the contract document.

### **4.2 Drawings:**

The drawings given in the tender document are indicative only. They are only meant for the purpose of giving idea of the type and quantum of work to be executed. All working drawings shall be marked "Released for Execution" the duly signed by the Consultant. All the old drawings shall be discarded and marked with "Superseded by drawing no....." "If during the execution of the work, any discrepancy occurs in the drawings or between the drawings and specifications then the same should be clarified from the consultant prior to the execution of work. The decision given by the consultant would be final.

### **4.3 Inspection of Works:**

- (I) The Owner / Consultant shall have the full authority to inspect the works at any time, at any stage. The Contractor shall provide adequate facilities to carry out the inspection work. The Contractor should present himself or his authorized representative during the inspection so that the Owner / Consultant can convey the instruction regarding the works.
- (II) The Contractor shall give information to the Owner/ Consultant before covering up the works so that the same can be inspected and measured jointly and correctly to true dimensions.
- (III) If the Contractor fails to get the work inspected before covering it up, then the Owner / Consultant has full authority to get the work uncovered at the expenses of the Contractor and if any default is found then the same should be rectified by the Contractor without claiming any extra payment.

### **4.4 Inadequate works and materials:**

- (I) If any material brought by the Contractor is found unsuitable or sub-standard quality after testing, then the Contractor will remove the faulty materials immediately from the site as per the instructions of the Owner / Consultant.
- (II) If the work executed by the Contractor is found to be bad workmanship or not as per the drawings, then the same is to be dismantled and re-executed by the Contractor with claiming any extra payment.

#### **4.5 Default of Contractor in Compliance:**

If the Contractor or his authorized representative fails to follow the instruction given by the consultant regarding any of the works, then the same shall be got executed by other persons employed by the consultant and the expenses incurred shall be borne by the Contractor.

#### **4.6 Discrepancies between instruction:**

If any discrepancy occurs between the various instructions conveyed to Contractor. Staff and owner's staff, the Contractor. Shall report the matter immediately to the owner / consultant, whose decisions shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubt or misunderstandings shall be admissible.

#### **4.7 Change in specification and extra items:**

If there is any variation in specification for any change of item, then it has got to be approved from the Owner / Consultant prior to installation or execution and the financial effect, plus or minus, or impact shall be incorporated accordingly by the Owner / Consultant. If any of the items to be executed is not included in the schedule of quantities, then the Contractor. Shall submit the rate analysis of the item specifying the actual landed cost on basis of prevailing rates of material and labour and allowing 20% to cover overhead and profit.

The rates of such items shall be decided by the Owner / Consultant and if the Contractor. Does not agree to it, then the owner would be free to get it done by other agencies.

#### **4.8 Work not specified in the specification:**

If, for any work, no specification has been given in the tender document, then the work will be executed as per the IS specification, and if the work is not covered by IS specification then it should be executed as per standard engineering practice, subject to the approval of Owner / Consultant.

#### **4.9 Testing:**

The Contractor shall agree for testing works as mentioned in the specifications of various items of works involved in the project.

- (l) If the various tests prescribed in the specification at specified intervals for ascertain the quality of the work done prove unsatisfactory. The consultant owner shall have the authority to instruct the contractor to re execute the work done for make alterations as per the orders of owner/consultant.

- II) The contractor shall furnish to the owner consultant for approval adequate samples of all materials to be used in the works free of cost such samples shall be submitted before the work is commenced giving ample time to permit the test. All materials furnished in actual works shall be of the same quality of that approved samples.
- III) The testing of various materials to be used in works shall be tested in standard laboratories as directed by the owner consultant and the expenses incurred shall be borne by the contractor.

#### **4.10 Progress Report:**

During execution of the contract, the Contractor shall furnish fortnightly progress to the Owner / Consultant and in the format as specified by the Owner / Consultant indicating the progress achieved during the fortnight and the total progress up to the fortnight as against the scheduled and work such as, release of drawings for fabrication, works transportation installation erection, testing at site, commissioning etc. The Contractor shall also furnish any other information in order to ascertain progress, if called for by the Owner / Consultant.

#### **4.11 Liabilities for Defects and Rectification:**

If it shall appear to the Owner / Consultant that any work has been executed with imperfect or unskilled or with material of any inferior description, or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Owner / Consultant or his representative specifying work, materials or article complained of, notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or remove and materials or articles at his own charges and cost, and in the event of failure to do so within a period to be specified by the Owner / Consultant or his demand aforesaid, the Owner / Consultant may on expiry of notice period rectify or remove, re-execute the work at the risk of Contractor and the of shall be recovered from the Contractor. The decision of the Owner / Consultant as to any question arising under this clause shall be final and conclusive.

#### **4.12 Suspension of Work:**

The Contractor shall suspend the progress of the work, on receipt of the written order from the Owner / Consultant for any of the following reasons :

- (a) On account of any default on the part of the Contractor.

- (b) For execution of the works for reasons other than the default of the Contractor.
- (c) For safety of the Work.
- (I) The Contractor shall during such suspension, properly protect and secure the works and carry out the instruction of the Owner / Consultant.
- (II) If the suspension is ordered for the reasons 4.12 (b) and (c) as stated above, the Contractor shall be entitled for extension of time equal to the period of every such suspension but not compensation for damages etc. shall be admissible on account of suspension of work.
- (III) If the progress of the work is suspended for the reason stated in 4.12 (a) then the Contractor shall be entitled for the extension of time and also, the Contractor shall have no claim for payment of compensation for re – execution of faulty works.

**4.13 Possession prior to completion:**

The Owner / Consultant shall have the authority to take possession of any completed or partially completed works. Such possession shall not be deemed to be acceptance of any work completed in accordance with the contract. If such prior possession delays the progress of work then the adjustment in the time of completion shall be final and binding.

**4.14 Period of liability:**

The liability period of the work shall be 12 months from the date of completion of the work as certified by the Owner / Consultant and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs in the work during this period then the Contractor shall rectify the damage or defect at his own expenses to the satisfaction of the Owner / Consultant. if the Contractor fails to do so, then the consultant shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the Contractor.

**4.15 Care of Works:**

From the commencement to the completion of works, the Contractor shall take full responsibility for the care of all works including all temporary works and in case any damage or loss occurs then the Contractor shall at his own cost repair and make good the same so that on completion of the work, the same shall be in good order in every respect in accordance with the contract and to the satisfaction of the Owner / Consultant.



# **BANK OF INDIA**

## **PANSEMAL BRANCH**

SUMMARY OF COST  
ELECTRICAL WORK

Rs. \_\_\_\_\_

CONSULTANT

**TARUN K. JAIN & ASSOCIATES**

74, RUPCHANDSA JAIN MARG

NEAR JAIN DHARMASHALA.

KHANDWA-450001

Tel.:- 0733-2224979, Mob.:-9827240550,

9425124568

## **0.5 CERTIFICATE AND PAYMENT**

### **5.1 Schedule or Rates:**

- (I) The payment to be made to the contractor for various items of works shall be as per the finalised rates in the tender document.
- (II) The rates quoted by the Contractor shall be inclusive of all the material required to execute that particular item or work.
- (III) The rates finalized in the tender document shall remain firm till the completion of the work.
- (IV) The schedule of rates shall be deemed to include the cost of all Government royalties, taxes, levies, duties, octroi, customs etc. and no extra payment for the same shall be given to the contractor.
- (V) The schedule of rates shall be deemed to include and cover the risks of all possibilities of delay and no extra payment shall be given to the Contractor for the work executed in the extended time period.

### **5.2 Measurement**

The contractor's authorised representative shall take joint measurements of the various items of the work in presence of the Owner and Consultant authorised representative from time to time for maintaining the records and preparing the bills. If the contractor fails to send representatives then the measurement taken by the Owner/consultant authorised representative shall be final and no claim shall be entertained.

### **5.3 Mode of measurement:**

All measurements shall be in the metric system and in accordance with ISI specifications and in accordance with standard engineering practice. The measurement shall be taken jointly by the contractor's representatives and Owner & consultant authorised the measurements then he shall inform the Owner/consultant immediately. The decision given by the owner/consultant shall be final and binding on the Contractor. In case of mode of measurement of any item is not specified. Then ISI mode of measurement ( as applicable during contract period) shall be followed.

**5.4 Mobilization Advance:**

No mobilization advance shall be paid.

**5.5 Billing:**

The running account bill to be submitted by the contractor should be in the form approved by the Owner/Consultant. Giving abstract and details measurements of various items of works executed and material brought by contractor for execution of work.

**5.6 Lump-sums in Tender:**

For the items in tender where it includes lump sums in respects of part of works, the contractor shall be entitled to payment in prospect of the items at the same rates as are payable under this contract for such items. If in the opinion of the Owner/Consultant any part of the work is not susceptible to measurement, the Owner/Consultant may at this discretion pay the lump sum amount for the work and the decision of the Owner/Consultant shall be final and binding on the contractor.

**5.7 Running Account payments to be regarded as advances:**

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it; conclude, determine or affect in any way the powers of the owner under these conditions or any of them as to the final settlement of the account or otherwise or in any other way vary or affect in the contract. The contractor shall submit the final bill in one month from the date of physical completion of the work, otherwise, the consultant's/Owner's certificate of measurement and of the total amount payable for the work accordingly shall be final and binding on the contractor.

**5.8 Notice of claims for additional payment:**

If the Contractor feels that he is entitled to any extra payment or compensation in respect of the works, he shall give notice in writing to the Owner/Consultant that the claims extra payment and /or compensation. Such notice shall be given to the Consultant within 10 days from the happening of any event or execution of any

work upon which the Contractor desires such claims and the notice shall contain complete details of the nature of such claims and the amount claimed.

#### **5.9 Payment of Contractor's Bills:**

Crossed Account Payee Cheques shall make the payment due to the contractor, only in Indian currency. In no case, will, the owner be responsible of the cheque is misled or misappropriate by unauthorized person. In all case the Contractor shall present his bill duly pre-receipted with proper revenue stamp.

Wherever any claim for the payment against the Contractor arises as per the contractor arises as per the contractor, the same may be deducted from the bill of the contractor or from this security deposits.

The Owner/Consultant reserves the right to carry out post payment audit, and technical examination of the bills and work executed including all supporting vouchers etc. The Owner/Consultant further reserves the right to enforce recovery of over-payment when detected.

The Owner may directly make payments to the subcontractors if it is observed that the progress is affected due to non payment to the subcontractors by the Contractor and the said amount shall be debited to the Contractors bill.

#### **5.10 Provisional Completion Certificate:**

When the contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The Owner/Consultant shall issue to the contractor the provisional completion certificate after verifying from the completion documents and satisfying himself that the work has been completed in accordance with the constructing drawing and the contract document. The Contractor, after obtaining the provisional completion certificate, is eligible to present the final bill for t work executed by him under the terms of the contract.

The work will not be considered as complete and taken over by the owner until all the temporary works, labour hutments etc. are removed and the work site cleared to the satisfaction of the Owner/Consultant.

If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the Owner/Contractor may, at the expenses for the Contractor, remove the tools and plants and surplus materials and disposal off the same and the contractor shall pay the amount of all expenses incurred.

## **06. LABOUR LAWS AND SAFETY REGULATIONS:**

### **6.1 Labour Laws:**

- (I) Labour below the age of 18 years shall not be employed on the work.
- (II) The contractor shall not pay less than what is specified in the law to labours engaged by him on the work.
- (III) The contractor shall, at his own expense, comply with all labour laws and the owner shall not be responsible for any recovery/penalty imposed by the respective authorised for violating the labour laws.
- (IV) If the contractor is covered under the contract labour (Regulating & Abolition) Act, he shall obtain a license from the licensing authority (i.e. the office of labour commissioner), by payment of the necessary prescribe fee and deposit, if any, before starting the work.
- (V) The contractor shall furnish to the Owner/Consultant the details of workers employed on the works.
- (VI) The contractor shall comply with the provisions of the existing rules and regulations relating to labour laws.
- (VII) The owner/Consultant shall on a report having been made by and inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1980, have the power to deduct from the amount due to the Contractor any sum required or estimated to be required for making good the losses suffered by a worker or worker by reason of no fulfillment of the conditions of the contract for their wages which are not justified by the terms of contract or non-observance of the said regulations.

## **07. SAFETY CODE**

### **7.1 Safety and Protection:**

The Contractor shall adhere to safe engineering practice and guard against hazardous and unsafe working conditions, while carrying out the work, the contractor should provide for;

- (I) Safety of personal engages in the electrification and erection
- (II) Protection and safety of works and materials during their progress

- (III) Clean and hygienic conditions of working and living for his workers, as required by the Owner/Consultant.

## **7.2 First Aid:**

The contractor shall provide first aid facilities for his employees and those of his sub-contractors.

## **7.3 Contractor's Barricade/Safety & Danger boards:**

The contractor shall erect and maintain barricades and safety and danger boards required in connection with his operations to guard or protect:

- (I) Charged electrical panels and system areas.
- (II) Areas adjudged hazardous by the contractor's or consultant's/ owner's representatives.
- (III) Owners existing property

## **7.4 Preservation of peace:**

The contractor shall take precautions to prevent any riotous or unlawful behavior by his worker, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

## **7.5 Terms of Payment:**

- a. The contractor shall submit running bills along with detailed measurement sheets as supporting document, Joint measurement with Owners and Consultants representatives shall be taken and the bill shall be verified and release for payment by the Owner/Consultant, payment to the certified bill shall be made with in 10 days of verification by the consultant less 8 % security amount.
- b. On completion of work, the contractor shall submit the final bill with total joint measurement sheets. At one time and the payment shall be released within one month from the date of receipt of final bill duly corrected and accepted by the owner and the Consultant.
- c. 8 % of the total bill value will be retained as security deposit with shall be released after completion of job against bank guarantee of equal amount valid for the defect liability period of 12 months.
- d. The amount deposited as earnest money shall be refunded only after successful completion of the job

**08. Brief Description of the work:**

- (I) The work shall be done in such a manner so as to clear work front availability for other agencies working site.
- (II) Finish of work shall be as per drawings and details given by Owner/Consultant.
- (III) In general the complete work is to be done as per Indian standard and following aesthetical norms as specified and

**9. Site:** The site is located at near Bus stand, Pansemal. The Contractor shall be responsible for the movement of his men, material and equipment at no extra cost.

**10. Electricity and Water:**

Electricity and water shall be charged as per actual consumption or as mutually agreed.

**11. Contractor's Scope of supply:**

All materials including cement and steel, anchor bolts, nuts washers, gaskets, testing appliances, tools necessary for the execution of the works and consumable such as gas electrodes. Welding rods etc. required for welding shall be procured and supplied by the Contractor at his own cost.

**11.1 Sales Tax:**

The Contractor shall pay sales tax on purchases made by him for fulfilling his obligations under this contract and this shall be included in the quoted rates.

**11.2 Tax Deduction:**

(a) Income Tax at prevailing rate shall be deducted from the contractors shall as per Income Tax Act. The Contractor shall produce valid Income-Tax clearance Certificate (Not older than 12 months from the date of issue of certificate) at the time of tendering.

(b) Works contract tax shall be paid by the contractor as applicable.

**11.3 Security Deposit:**

(I) From each running account bills to be paid the contractor. 5% (Five percent) of the across amount shall be retained as security deposit. No Interest shall be paid for the amount retained as security deposit. The contractor may give B.G. Bond in Lieu of above security deposit in which case amount shall be released to

contractor. Validity of B.G. Bond shall be up to completion of defect liability period i.e one year beyond the original date of completion.

- (II) If the contractor or his employees damage or destroy the property of the owner, then the same shall be replaced/refunded by the contractor. Otherwise the expense may be recovered from the security deposit.
- (III) All compensation and recoveries to be made as per the terms of the contract may be deducted from the contractors security deposit.
- (IV) **Refund of Security Deposit:** The amount retained, as security deposit shall be refunded after the successful completion of the job against submission of Bank Guarantee of equal amount for defect liability period of 12 months.
- (V) **Forfeiture of Security Deposit:** Whenever any claims against the contractor are to be recovered then the same may be made from the security deposit. If the contractor abandons the work for leave the work incomplete, then the owner/consultant has the right to forfeit the security deposit as compensation.

**12. Tender Quantities:**

The Quantities given in the schedule of quantities are approximate and then are likely to change during the execution of work. The payment will be made according to the actual quantity of executed and measured.

**13. Right to Take away a portion of work:**

The Owner/Consultant reserves the option to take away any part of the work during course of contract and re-allot it to another agency with due notice to the Contractor's without any compensation.

**14. Right to increase or decrease the quantity of work:**

The owner/consultant reserves the right to increase or decrease the quantity of work to any extent. The rates quoted by the contractor will remain same for any extent or variation in the tender value.

**Special Note:** The Owner and consultant reserve the right to get specialised jobs done directly through specialised agencies as required.



**BANK OF INDIA**

**PANSEMAL BRANCH**

**SPECIFICATION**

CONSULTANT

**TARUN K. JAIN & ASSOCIATES**

74, RUPCHANDSA JAIN MARG

NEAR JAIN DHARMASHALA.

KHANDWA-450001

Tel.:- 0733-2224979, Mob.:-9827240550,

9425124568

## **-:SPECIFICATION:-**

The specification gives as general description of work to be executed and a detailed description of the material and workmanship to be used therein The specification shall be read in conjunction with the other document forming part of the work included in the contract.

### **0.1 Facilities to be provided by the contracted :**

The contractor shall provide at his own for expense for use of the consultant throughout

The contract period the following.

- ( A ) Adequate number of the metallic and steel tapes to measure up to 30 meter. And pocket Steel tapes to measure up to 30 meter.

### **02. Bench Mark :**

For setting out, leveling of the work, the Consultant shall prior to commencement of the works. Provide one leveling bench mark and base line. It shall be the responsibility of the Contractor thereafter to protect these from damage and movement during the entire duration of the contract

### **03. Standard Specification:**

Unless, otherwise specified, all the relevant codes and standard published by the Indian standard institution and all the code/ standards, which many by published by them before the acceptance of the contract, shall apply and govern in respect of design, workmanship, quality and properties and testing.

### **04. Safety Measures:**

The contractor shall organize his operation in a workman like manner and take all necessary precaution to provide safety and prevent accidents on the site to both person and property. The contractor shall provide and maintained at his expenses all necessary scaffolding and fencing to the satisfaction of the consultant for the due erection and protection of the work and consultant for the due erection and protection of the work and material to be used on the work and shall confirm to every other condition or condition set out in relevant clause or the condition of contract.

### **05. Quality :**

All material for incorporation in to the works and the workmanship shall be of the best quality of their respective kinds, specified herein and shall comply strictly with the tests prescribed herein and the tests which area not prescribed in the specification shall be comply with the requirements of the latest issue of the relevant Indian standards. The contractor shall immediately remove from the site and materials and / or workmanship which in the opinion of the consultant is

defective or unsuitable and shall substitute proper materials and / or workmanship for with.

**06. Inspection and testing:**

All material to be used for the construction works shall have to be tested prior to execution of work, no materials shall be used for construction unless it has been inspected or tested by the consultant or his authorized representative.

**07. Sampling:**

Samples of all materials proposed to be used for construction shall be collected by random sampling method from the materials brought by the contractor to the site of work.

**08. Contractor to include his rates:**

(i) **Access to site:-** The contractor shall provide all temporary road and gangways required for access to the site.

(ii) **Access for inspection:-** The contractor shall provide easy and safe access by means of ladders, gangways etc. for inspection or measurement of works by the consultant or his authorized representative.

(ii) **Benchmarks :-** The contractor shall contractor and maintain proper bench mark on the central lines of columns and walls so that the alignments of columns and walls checked whenever required .

**09. Work to be executed as per drawings :-**

contractor shall execute the work strictly as per the drawing supplied to him. If there is any discrepancy in the drawing, then the same should be got cleared from the consultant before executing the work..

**10. Work to be executed as per specification:-**

The contractor shall execute the work strictly as per the specification maintained in the tender documents. If there is any variation in specification or any change in make of items, then it should be got approved from the owner prior to installation and the financial impact plus is not mentioned in the schedule of items then contractor shall submit the rate analysis of them ( Specifying the material and labour to be incurred and considering 20% towards profit and overhead ) to the owner for approval before.

**APPROVED MAKE OF MATERIALS**  
( For Internal Electrification )

S. No.	Description	MAKE
01.	Multistranded PVC insulated copper Wires 650 V Gr.	L & T / R.R.Cable / Finolex / Polycab
02.	M.S.Conduit and accessories	B.E.C. / N.I.C. / A.K.G.
03.	Coaxial cable for T.V.	Finolex / National
04.	Telephone wire	Delton / Finolex
05.	AL.Ar. XLPE / PVC Cables	C.C.I. ( Cable Corpn. Of India ) / Polycab / Finolex
06.	M.C.C.B. / M.C.B. / E.L.C.B. / D.B.'s	MDS / Siemens / L & T / Hagger / Schneider / Havels
07.	LOAD LINE DB	MDS / Havells
08.	Ceiling fan and exhaust fan	Crompton / Bajaj
09.	Luminaires	Philips / Bajaj / Crompton / Wipro
10.	Decorative light fittings	Philips / Bajaj / Crompton / Decon / Twinkle / Wipro.
11.	PVC Non metallic Conduit and accessories.	B.E.C. / Precision / A.K.G. /
12.	Bulb holder, Ceiling rose, 6 / 16 A - Switch / socket, Telephone socket, T.V. outlets skt, fan Regulator.	Anchor / MDS / EMKAY
13.	Panel Manufacturer	CPRI approved Manufacturers.
14.	G.I.PIPE	SWASTIK / KHANDELWAL / PRAKASH

NOTE :

All The materials to be ISI marked.

The materials shall be only of the approved makes as specified in this. The Contractor shall submit samples of all the makes as specified in this list and The Consultant / Owner shall have the power to select any of them.

Consultant / Owner decision in this regard shall be binding on the Contractor.

In case any material is not available for any one or all of these approved makes the Consultant / Owner shall select and approve alternative make(s).

**Schedule of items for ELECTRICAL Work - Pansemal Branch.**

S.NO	ITEM	QTY.	RATE (IN RS.)	AMOUNT (IN RS.)
1	P & F Point wiring supply installation and testing for light & fan points, with 1.50 sq.mm. insulated copper flexible wire with PVC conduit or casing capping. Complete with switch board and switches of ANCHOR make.	50		
2	P & F of Bell point with bell	1		
3	P & F Point Wiring for Glow Sing Board with 2 X 2.5 and 1 X 1.5 (Earth) in Casing Capping	1		
4	P & F power point 5/15 amp switch socket with separate board (box & plate)	5		
5	P & F 5 amp 5 pin switch sockets on same board	5		
6	P & F Circuit wiring with 2x1. 50 sq.mm. + 1x1.5 sq.mm. for earthing with PVC conduit (for circuit wiring)	140		
7	P & F Circuit wiring with 2x4.00 sq.mm. + 1x1 .5 sq.mm. for earthing with PVC conduit (for UPS input)	110		
8	P & F UPS output socket with 3 no. 5 amp socket and 2no. 5amp switch. 3 pin socket + 2 x 5 amp. Switch (Anchor Roma make).	8		
9	P & F 4 way TPN distribution box for main circuit with 63 amp 4-pole MCB, 1 no. & 6-32 amp SP MCB 12 nos.	1		

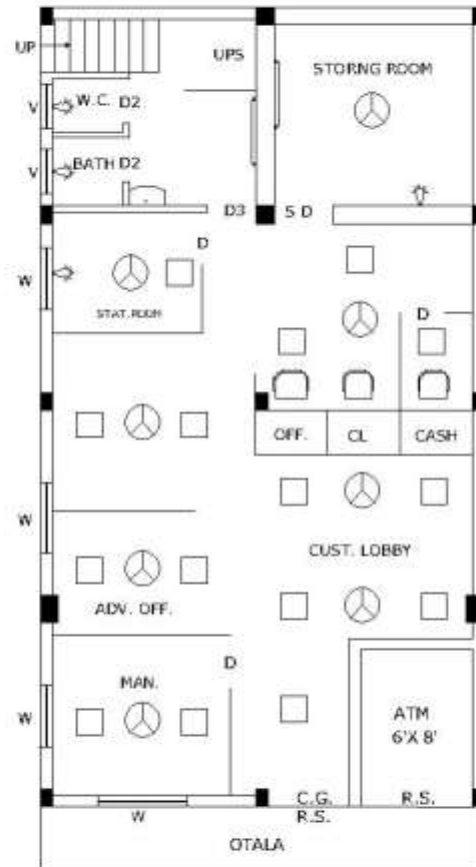
10	P & F Change over switch 32 amp. 4 pole	1		
11	P & F 8 way SPN Distribution box for UPS circuit with 1x32 amp DP MCB -1 no. AND 6-32 amp. SP MCB -6 no. (DB Box On Site Available)	1		
12	P & F 20AMP Plug Socket Box with 20 AMP SP MCB (MCB & DB - HPL / INDO-KOPP )	4		
13	P & F Factory Made MS Sheet Main Meter Panel with 63 AMP HRC Fuse 3 Nos. + 100 AMP MCCB 1 Nos. + 63 AMP Bus Bar + Space for Meeter	1		
14	Providing and Laying 3.5 CORE X 50 SQ MM Alluminum ARD CABLE ( POLYCAB )	24		
15	Providing and Laying 4 CORE X 10 SQ MM Alluminum ARD CABLE ( POLYCAB )	20		
16	P & F Earthing in ground for UPS with 600x600x3mm G.I. plate 3.500 3.500 kg. – 4.00 kg. with G.I. pipe & copper wire 8 no. size. Salt, charcoal. For general lighting.	1		
17	P & L Earth Wire 6 MM Copper with PVC Casing Caping	10		
18	P & F Mirror Optic Fitting 600 MM X 600 MM ( PHILIPS -450/236 ) with 36W 4PIN PL LAMP 2 NOS.	15		
19	P & F of PHILIPS make 1x40 w strip light with electronic choke.	2		
20	P & F Down light 18 w. PL ( PHILIPS / HAVELLS make)	4		
21	P & F of Ceiling fan 1200 mm Crompton make white color with sep up of electronic regulators.	8		
22	P & F 1600 MM WALL MOUNTED FAN ( CROMPTON / BAJAJ )	1		
23	P & F of exhaust fans. 12 “heavy duty (Crompton/ Khaitan make ) 300 mm sweep & 900 rpm fitting the same on the columns or walls as desired.	2		
24	P & L 2 pair telephone wire with PVC conduit/ casing capping.	75		
25	P & F RJ – 11 telephone jack socket.	7		

26	P & F WALL MOUNTED RACK size - 9U with Accessories (COM-RACK)	1		
27	P & F JACK PANEL 24 PORT ( DG-LINK )	1		
28	P & F Single I/O Plate with Socket (DG-LINK )	12		
29	P & L Supply Commissioning and fixing of LAN CABLE cat-6 make, DG link. In PVC conduit/ Casing capping . In flooring.	130		
30	Supply and installation of CAT-6 patch cord	10		
31	P & Supply Factory Made 3 MTR PATCH CORD	10		
			<b>TOTAL SAY RS.</b>	

**Witness:-** 1.  
2.

SIGN. OF THE TENDERER WITH STAMP.

PRO. ELECTRIC INTERIOR PLAN FOR BANK OF INDIA PANSEMAL BR.



PLAN NO. 05

DRAWN - BY  
DINESH JAGTAP  
KJ KHANDWA

(APPROVED BY)  
BANK OF INDIA  
Z. O. KHANDWA



DEALT - BY  
TARUN K. JAIN  
DIARCHITECT DR.  
KJ KHANDWA.