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**SECTION – I**

BANK OF INDIA  
 ZONAL OFFICE : HOWRAH ZONE  
 "Madhusudan Appartment"  
 P – 18, Dobson Lane (4<sup>th</sup> Floor)  
 Howrah – 711 101

To,  
 M/s. ....  
 .....  
 .....

Dear Sir (s),

Ref. **Tender for Interior furnishing work at Chandannagar Branch for Bank of India.**

We forward herewith two copies (one original and one duplicate) of tender documents for the following work. please note that the tender document duly filled in shall be submitted as per terms and conditions stated herein below :

- a) Name of work : Interior furnishing work of Chandannagar Branch for Bank of India
- b) Location of Work : Phatakgora, Station Road, Chandannagar
- c) Tender Document can be collected from : BANK OF INDIA  
 ZONAL OFFICE : HOWRAH ZONE  
 "Madhusudan Appartment"  
 P – 18, Dobson Lane (4<sup>th</sup> Floor)  
 Howrah – 711 101  
 Phone – 2666 1037  
 between 11.00 hrs. to 16.00 hrs. from ..... to ..... on working days except holidays on before 14.00 hrs. on payment of Rs. 700.00 as cost of tender document, which is not refundable.
- d) Tender Document should be submitted to : BANK OF INDIA  
 ZONAL OFFICE : HOWRAH ZONE  
 "Madhusudan Appartment"  
 P – 18, Dobson Lane (4<sup>th</sup> Floor)  
 Howrah – 711 101  
 Phone – 2666 1037  
 before 14.00 hrs. on .....

- e) Tenderer should ensure that the tender is received on/before the date and time specified and no consideration whatsoever shall be given for postal or any kind of delay. Tenders received late are liable to be rejected and are at the sole discretion of Bank of India.
- f) The sealed envelope should be addressed to : The Zonal Manager,  
BANK OF INDIA  
Zonal Office : Howrah Zone  
"Madhusudan Appartment"  
P – 18, Dobson Lane (4<sup>th</sup> Floor)  
Howrah – 711 101  
Phone – 2666 1037
- g) The sealed envelope should be superscribed as : "SEALED TENDER FOR INTERIOR FURNISHING WORK FOR BANK OF INDIA, CHANDANNAGAR BRANCH"
- g) Bank of India reserves the right to accept any Tender or reject any or all tenders without assigning any reason thereof.
- h) The tenders to be submitted must be "unconditional" and conditional tenders will be liable for rejection. Any bidder desires of imposing any condition having financial implication should load the tender appropriately and should not put any condition.

Yours faithfully,  
For Bank of India,

**ZONAL MANAGER**

**SECTION – II****GENERAL INSTRUCTIONS AND INFORMATIONS  
TO THE TENDERERS / CONTRACTORS****GENERAL INSTRUCTIONS AND INFORMATIONS TO THE TENDERERS / CONTRACTORS**

1. Contractors should quote the rates both in figures and words.
2. Contractor should submit the tenders with company seal, signature on each of the pages.
3. Any corrections and overwriting should be initiated by the contractor.
4. Contractor should submit the current I.T.
5. Time is the essence of the contract.
6. Those contractors capable to complete the job within the schedule time are requested to submit the tender only.
7. The bidders should inspect the site before bidding to acquaint themselves with the site conditions.

**SECTION – III****FORM OF TENDER**

The Zonal Manager,  
BANK OF INDIA  
Zonal Office : Howrah Zone  
"Madhusudan Appartment"  
P – 18, Dobson Lane (4<sup>th</sup> Floor)  
Howrah – 711 101

Dear Sir (s),

**Re : Interior furnishing work of Chandannagar Branch for Bank of India**

1. I/We refer to the tender notice issued by your Consultant M/s. DE SARKAR & ASSOCIATES, DB-34, Sector-I, Salt Lake City, Calcutta – 700 064 on your behalf in connection with the above work.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with drawings, conditions of contract, specifications, schedule of quantities for the sum and at the respective rates quoted in the schedule of quantities.
3. I/We have satisfied myself / ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part to :
  - a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto :
  - b) Complete the work within 6 (six) weeks, as stipulated by working in two or three shifts, if considered necessary by the consultants, at no extra cost to the Employer.

4. I/We understand that you are not bound to accept the lowest or any tender you receive.
5. The acceptance of this tender shall constitute a binding contract and any failure as mentioned in item 4 above shall constitute a breach of contract by us and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them from us.
6. Our Bankers are :
  - i)
  - ii)
  - iii)

7. Name of partners / directors of our firm :

- i)
- ii)
- iii)
- iv)

Yours faithfully,

Signature .....

Name of Partner / Director of the firm authorised to sign or Name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

: Name .....

: Designation .....

Signature and addresses of Witnesses

a) Signature : .....  
Name .....  
Address.....  
.....

b) Signature : .....  
Name .....  
Address.....  
.....

**SECTION – IV**  
**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made the day of between Bank of India having its Zonal Office at "Madhusudan Apartment" P – 18, Dobson Lane (4<sup>th</sup> Floor), Howrah – 711 101 (hereinafter called "the Employer") which expression should include its successors and assignee of the one Part and (hereinafter called the "Contractor") of the other Part which expression should include its successor and assignee.

WHEREAS the Employer is desirous of executing Interior furnishing work of Chandannagar Branch for Bank of India and has caused drawings and specifications describing the work to be prepared by M/s. DE SARKAR & ASSOCIATES, DB-34, Sector-I, Salt Lake City, Calcutta – 700 064. (hereinafter called the Consultants).

AND WHEREAS the said DRAWINGS numbered the specifications and the schedule of items and quantities have been signed by and on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject for the conditions set forth herein and schedule of items and quantities, General Conditions of Contract, Special Conditions including other Conditions etc., Technical Specifications, decisions of negotiation meetings if any all correspondences exchanged by or between the parties from the date of tender notice till the award of work both letters inclusive, (all of which are collectively herein after referred to as "the said Conditions"). The work shown upon the drawings and or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as "the said contract amount").

**NOW IT IS HEREBY AGREED AS FOLLOWS :**

1. In consideration of the said contract amount to be paid at the times in the manner set forth in the said conditions, the contractor shall upon and subject to the said execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The Employer shall pay the contractor the said contract amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

3. The Consultant in the said conditions shall mean the said M/s. DE SARKAR & ASSOCIATES, DB-34, Sector-I, Salt Lake City, Calcutta – 700 064 or in the event of their ceasing to be the consultant for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, provided always that no person subsequently appointed to be Consultant under this contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed in writing by the Consultant for the time being.
4. The said conditions and Appendices thereto shall be read and considered as forming Part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their Part respectively in the said conditions contained.
5. The plans, agreements and documents mentioned herein shall form the basis of this contract.
6. This contract is neither a fixed lump sum contract nor piece work contract but is a contract to carry out the work in respect of the executing Interior furnishing work of Chandannagar Branch for Bank of India as per the scope described and to be paid for according to actual measured quantities at the rates contained in the Schedule of rates and probable quantities or as provided in the said conditions.
7. The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
8. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day on which he is instructed to take possession of the site or from fourteenth day after the date of issue of formal work order as provided for in the said conditions whichever is later and to complete the entire work within 6 (six) weeks subject nevertheless to the provisions for extension of time.
9. All payments by the Employer under this contract will be made only at Kolkata.

Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulation laid down in the general conditions of contract.

- 10. That the several Parts of this contract have been read by the contractor and fully understood by the contractor.

IN WITNESS WHEREOF the Employer and the contractor have set their respective hands to these Presents and two duplicates hereof the day and year first herein above written.

If the contractor is a Partnership or an individual.

IN WITNESS whereof the its hands to these Presents its duly authorised official contractor has caused its to be affixed hereunto and duplicates / has caused these Presents and the said two duplicate hereof to be executed on its behalf, the day and year first herein above written.

**DELETE**

If the Contractor is a Company.  
Employer through and the commo the said two

Signature clause :

.....

SIGNED AND DELIVERED

By the hand of Shri .....  
(Name and Designation) .....

In the presence of

(1) .....

Address .....

(2) .....

Address .....

SIGNED AND DELIVERED by .....  
in the presence of

Witness

(1).....

Address .....

(2) .....

Address

If the party  
is a partnership  
firm or an  
Individual  
should be  
signed by all

**DELETE**

.....  
.....  
..... or  
on behalf of  
all the partners.

The COMMON SEAL OF.....  
was herein to affixed pursuant to the resolutions  
passed by its Board of Directors at the meeting held  
on .....  
Witness

(1).....

(2).....

If the contrac-  
tor signs  
under its  
common seal,  
the signature  
clause should  
tally with the  
sealing clause  
in the Articles  
of Association.

Directors who have signed these presents in  
token thereof in the presence of

1) .....

2) .....

If the  
Contractor is  
signed by the hand  
of power of  
attorney, whether a  
company of individual.

.....  
Signed on behalf of the Bank of India  
by its duly authorised official.

**SECTION – V**  
**GENERAL DEFINITIONS, CONDITIONS AND PARTICULAR SPECIFICATIONS.**

1. **EMPLOYER AND ARCHITECT**

The name and addresses of the employer and Architect for the invitation of this Tender are :

**Employer** : BANK OF INDIA, Zonal Office : Howrah Zone, "Madhusudan Apartment", P – 18, Dobson Lane (4<sup>th</sup> Floor), Howrah – 711 101, Phone – 2666 1037.

**Architect** : M/s. DE SARKAR & ASSOCIATES, DB-34, Sector-I, Salt Lake City, Calcutta – 700 064.

2. **LOCATION**

This site is situated at Phatakgora, Station Road, Chandannagar.

3. **SCOPE OF WORK**

The scope of work envisaged in terms of reference broadly includes but is not limited to the implementation of the following :

Interior furnishing work.

The above is indicative of the board scope of work. However, depending upon Site conditions and situations, it is possible that certain other work not indicated above may have to be carried out by the Contractor or some item of work indicated above are deleted from the scope. Such additions/deletions shall not be the grounds for any claims or extras whatsoever. The employer shall also have the right to delete any item from the scope of the work. The specifications are as per the details given in the tender document. The contractor shall carry out the allotted portion of work at the rates quoted and at no extra cost to the employer.

4. **SITE**

The contractor shall ensure cleanliness and keep the site free from all debris, hazardous materials, loose wires, and open fires of any other materials and avoid damage due to accidents, negligence etc. Each worker/workers of the subcontractor/Supervisors/Engineer to wear laminated identification badges. No person without badges shall be allowed at the site. List of all workers shall be pasted at site.

5. **TIME OF COMPLETION**

The work shall be completed in all respects within 6 weeks from the date of award of work.

6. **The tender shall remain valid for a period of 6 (six) months from the date of opening of the tender.**

7. **WATER/POWER FOR CONSTRUCTION**

These shall be arranged by the Employer at one convenient point. Necessary extension of these supplies will have to be got executed by the Contractor at his own cost. While Bank will provide water and power at work site, the same, especially water should never be overdrawn by the contractor inconveniencing to the Branch. In case it is found that the water available for work at the site inadequate after meeting the requirements of the Branch, the contractor should arrange at his own cost additional water from local municipality or other sources and this shall NOT be accepted as a ground for any escalation of cost or extension of time.

8. **VIRTUAL COMPLETION**

“Virtual Completion Certificate” shall mean the Certificate to be issued by the Architect appointed by the Employer when the “works”, according to the Architect, have been completed in every respect in conformity with the Contract documents and are ready and fit for occupation/commissioning.

The “Final Certificate” in relation to the work shall mean various Certificates regarding satisfactory compliance of the various provisions of the Contract, to be issued by the Architect after the expiry of the Defect Liability Period.

9. **THE EMPLOYER, CONTRACTOR, THE SUPERVISOR AND THE CONSULTANT**

The Employer, the Contractor, the consultant are those mentioned as such in the Agreement and shall include their legal representative/s, assign/s or successor/s. They are treated throughout the contract documents as if each were of the singular number.

10. **VARIATIONS**

The Employer reserves the right to increase or decrease the scope of work on any or all items or change the nature or work involved in any or all items of the contract, subject to limitations laid down. The contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of these variations.

11. **ITEMS OF WORK FOR COMPLETION**

The contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Instructions such as additional items and their quantities will be issued in writing by the Supervisor / Architect in consultation with the employer.

## 12. TYPE OF CONTRACT

The contract shall be an item rate contract. The contractor shall be paid at the contract rates, for the actual quantity of work carried out by him as measured, in accordance with the contract documents.

## 13. SCHEDULE OF QUANTITIES

The contractor shall be paid for the actual quantity of work executed by him in accordance with the right to increase or decrease any of the quantities or to totally omit any items of work and the contractor shall not claim any extra or damages on these grounds, subject to the condition that the overall contract amount is not varied by more than  $\pm 10\%$ . Overall Contract Amount, for the purpose of variations, shall NOT take into account the additions to the total amount because of escalation in cost of materials, labour, POL, etc. Any error in description or in quantity or omission of item in the Schedule of Quantities shall not vitiate this contract but shall be deemed to be a variation required by the Architect/Employer.

## 14. LICENCE AND PERMITS

Licence and permits for all materials under government control shall be obtained by the Contractor directly.

## 15. INSURANCE

### Insurance Policies

Before commencing the execution works, the Contractor, without limiting his obligations and responsibilities under the contract, shall insure against his liability for any material or physical damage, loss or injury which may occur to any person including any employee of the Employer or a member of the general public, by or arising out of the execution of the work or in carrying out of the contract. Unless otherwise stipulated elsewhere in this contract, it shall be obligatory for the contractor to obtain the insurance cover under in joint name the following policies :

- a) Contractor's All risks Insurance Policy and Workmens' Compensation Policy to cover the following :
- |   |        |   |
|---|--------|---|
| <p>i) Entire value and of work in including liability period.</p> | DELETE | <p>contract for the period progress defects</p> |
|---|--------|---|
- ii) Third party insurance to cover for any damages to third party. This shall be up to the period to completion of work only.
- b) Policy to cover contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period of completion of work.
- c) Insurance cover against damage, theft, all calamities or any other loss of all materials and equipment brought to site for which advance payment is

claimed – limit of liability not less than the value of such materials at any stage of the contract. The contractor shall insure against all such liabilities and shall continue such insurance during the whole of the time when any persons employed by him are on the works. Premium for all Insurance policies shall be paid by the contractor and shall NOT be reimbursable.

The contractor shall produce to the employer all certificates of Insurance. These certificates shall be fully executed and the policies cannot be cancelled.

The contractor shall obtain written certificates of similar certificates from all sub – contractors and thereby assume responsibility from failure of any of the sub – contractors to obtain adequate insurance protection in connection with their work. if for any reason, the completion period gets extended, the policies should also be extended upto that period.

#### 16. **FAILURE OF INSURE**

If the contractor fails to comply with the terms of this condition, the Employer may effect the Insurance and deduct the expenses from any moneys that may be or become payable to the contractor or may, at his option, refuse payment of any certificate to the contractor until the contractor complies with this condition.

#### 17. **TAXES**

The quoted rate should be inclusive of all taxes and duties imposed by the Central and State Govt.

#### 18. **DELAYS**

Should the contractor be delayed or impeded in the execution of works by reason of :

- i) Force majeure
- ii) By the works or delays of other contractors or tradesman, engaged or nominated by the Employer and not referred to in the contract documents.
- iii) The non – delivery or delay in the delivery to the contractor of any materials and equipment which under the contract the Employer is to supply or ;
- iv) Any cause, whatever, arising out of the acts of defaults of the employer or the Architect ; or any accident happening to the works during their progress not arising from neglect, default of the contractor or his workmen or sub – contractors ; or
- v) Any other cause which in the opinion of the Bank/Architect has caused delay, the contractor may from time to time, within 14 working days of the happenings of any of aforesaid, write to the supervisor / Employer for an extension of time on account thereof, setting forth the cause of such delays through Architect.

The Supervisor/Employer shall, if he thinks the cause sufficient but not otherwise, by writing within 14 working days extend the time for completion of the works for such period as he shall think adequate.

Unless the contractor shall ask for an extension of time within the period and the manner aforesaid, and unless and until the employer shall extend the time as aforesaid, the contractor shall not by reason of any delay arising from cause aforesaid, be relieved in any way or to any extent from his obligation to proceed with, execute and complete the works within the time specified in the contract for the completion of the work.

**19. COMPENSATION FOR DELAY**

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 of delays arising out of modification to the work entrusted to him or in any sub – contracts connected therewith or delays in contractors for other trades of the project or in commencement / completion of such works.

**20. LIQUIDATED DAMAGES**

The contractor shall pay the employer such sums stipulated as liquidated damages for each week of delay (@ 1.00% of contract amount per week) that the works remain incomplete after the contract date for completion or any extended time as may be granted by the Architect, provided that the total amount payable by way of damages shall not exceed 10% (ten percent) of the total contract amount.

**21. LABOUR REGULATIONS**

The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and/or regulations such as the payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liabilities Act 1938, Workman's Compensation Act 1923, Industrial Disputes Act 1947. The Maternity Benefit Act 1961. The Contract Labour Regulation and Abolition, the Factories Act 1948 contract labour (regulation and abolition Act, 1970 and central rules 1971, apprentices Act 1961) or any modifications there of any other Act or enactment relating thereto and rules there under from time to time. The contractor shall assume liability and agree to indemnify the Employer from every expenses liability or payment by reason of the application of any labour law, Act, Rules or Regulations existing or to be introduced at a future date during the currency of the contract. Insurance Cover towards above shall be arranged by the contractor as called for in Clause 16.

**22. ESI AND PF OBLIGATIONS**

The contractor shall include in his rates all expenses towards meeting obligations under the Employees State Insurance Act and the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be

in force from time to time. The contractor shall cover all his workmen working at the site under the ESI scheme and PF scheme, and directly deposit the required amounts with the concerned authorities. All records in connection with the above shall be properly maintained by the contractor and produced for scrutiny by employer/architect whenever called for.

23. **SITE ENGINEER**

The Contractor shall ensure continued effective supervision with the help of a qualified, experienced and competent Engineer assisted by adequate staff as ascertained by the supervisor/employer throughout the entire duration of the work. The Site Engineer will be responsible for carrying out the work to the true meaning of the drawings, conditions of contract, specifications, schedule of quantities and Architect's instructions and directions given to him in writing shall be held to have been given to the contractor officially. Attention is called to the importance of requesting written instruction from the Architect before undertaking any work where Architect's directions/instructions are required. Any such work done in advance of such instructions will be liable to be removed at the contractor's cost. No staff including the Engineer and technical supervisory staff shall be transferred from the work without the written prior permission from the Employer.

24. **EQUIPMENT/TOOLS AND PLANTS**

The Contractor shall provide and install all necessary ladders, scaffolding, tools, plants and all transport for labour, materials and plant necessary for the proper execution and completion of the work to the satisfaction of the Employer.

25. **SECURITY**

The contractor shall provide adequate number of watchmen to guard the site premises, materials and equipment at all times at his expense.

26. **ESCALATION OF MATERIALS**

It is fixed rate contract, no escalation either on materials or labour whatsoever shall be paid under any circumstances.

27. **EXTRAS AND VARIATIONS**

If at any time whilst the works are in hand is shall be deemed specially by the Architect to order material or work of a different description from that specified, he shall have full power and to order and direct any such variation and additions and the work involved in any such variations additions shall be executed by the contractor if of the class of work provided for in the documents at the rates set out in the Schedule of quantities and no such variations or the documents at the rates set out in the Schedule of quantities and no such variations or additions shall in any way annul this contract, or extend the time of completion but such additions or variation shall be

executed and paid for or deducted from the account of the contractor, as the case may require according to the rates set in the Schedule of Quantities.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order :

- i) If the rates for the additional or substitute work specified in the contract for the work, the contractor is bound to carry out the additional or substitute works. Any altered items (not mentioned in the tender), the rates to be prepared considering same natures of works available from tender. If the nature of altered works are completely different, the contractor should submit the rate of Analysis considering the present market rates within 3 days from starting of work.
- ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work then such rates will be derived from the rates for a similar class of work as specified in the contract for work.
- iii) If the altered, additional, or substituted work cannot be derived from similar class of work as laid down in (ii) above then the rates for such items of work shall be computed on the basis of the Analysis of rate as provided in ALL INDIA SCHEDULE OF RATES, 1977 – III. STANDARD ANALYSIS OF RATES (Volume 1 and 2) published by NATIONAL BUILDING ORGANISATION, NEW DELHI. Water and electricity charges, even if provided in NBO Analysis will NOT be allowed since same are deemed to be included in the 15% (fifteen percent) to be added towards establishment, overheads, Water and electricity charges and Contractor's Profit.
- iv) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the Sub – clauses (i) (ii) (iii) above, then the rates for such work shall be worked out on the basis of actual consumption of materials, and labour, equipment used etc. as detailed below :
  - a) Cost of materials, at current market rates, actually incorporated in the work.
  - b) Cost of labour actually used at the site of work at currently prevailing rates.
  - c) Hire charges for Plant and Machinery, if any, specially required to be used at the site for the work.
  - d) 15% towards contractor's establishment, tools and plants electricity and Water charges, overheads and profit.

But if the contractor and the Employer cannot agree as to the rate to be paid, the employer may order and direct the same to be done by such person or persons as he may think fit, and such persons shall be permitted by the contractor to enter upon the works for the purpose of carrying out such work as is required.

## 28. WITHHOLDING OF PAYMENTS

The Employer may withhold, or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect, from loss on account of :

- a) Defective work not remedied
- b) Failure of the Contractor to make payments properly to sub contractors for materials or labour or equipment.
- c) Damage to works of another contractor or sub contractor.

## 29. **CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORK**

The Employer shall conduct a final inspection just before the virtual completion of the work and prepare a list of materials, equipment and items of work, which fail to conform to the contract specifications. The contractor shall promptly replace and re – execute such items in accordance with the contract and shall bear all expenses of making good all work and the cost of all work of other contractor destroyed or damaged by such replacement or removal. If the Contractor fails to remove and replace the above, rejected materials, equipment and/or workmanship within a reasonable time, fixed by written notice, the employer may employ other persons to amend and make good such defects at the expenses of the contractor. All expenses incurred by the employer in consequent of the defects shall be recoverable from any amount due or that may become due to the contractor.

## 30. **VIRTUAL COMPLETION**

The work shall be considered as virtually completed only upon fulfillment of the procedure laid down in clause above and when the Architect has certified in writing that the work has been virtually completed. The defects liability period shall commence from the date of such certificate. Should the employer decide to occupy any portion of building or use any part of any equipment, before the contract is completed ; same shall not constitute an acceptance of any part of the work unless so stated in writing by the Employer.

## 31. **DEFECTS**

The defects Liability period shall be of 12 (twelve) calendar months from the date of virtual completion.

- a) Contractor to Make Good All Defects  
The Contractor shall make good, at his own cost and to the Satisfaction of the Architect, all defects, shrinkage, settlement or other faults, arising in the opinion of the Architect from work or materials not being in accordance with the drawing or Schedule of Quantities or the Specifications of the Architect, which may appear within twelve months after completion of work.
- b) Any defects noticed and brought to the attention of the contractor shall be promptly attended to by the Contractor expeditiously within a period of 15 days from the date of Intimation. Otherwise the Employer will get the

defect rectified through other Agency and the cost of the same will be deducted from the Contractor's Retention Money.

**32. DRAWINGS SPECIFICATIONS ETC.**

The contractor will be furnished with one copy of the drawings, Specifications and Schedule of quantities without cost to him for his own use until the completion of the contract. Additional copies of drawings and other documents will be supplied on payment to the Architect at actual cost.

In general, the drawings shall indicate dimensions, positions and type of construction; the specifications shall indicate the quantities and the method; and the Schedule of Quantities shall indicate the quantity and rate for each item of work. however, the above documents being complementary, what is called for by any one shall be as binding as if called for by all. In case of any discrepancies in or among the documents, the most stringent of all shall apply.

No Deviations from the Drawings, Specifications and Schedule of quantities shall be made. The Architect's interpretation of these documents shall be final and without appeal.

**33. METHODS OF MEASUREMENT**

For measuring all work, the standard method of measurement in accordance with the standards laid down by the Bureau of Indian Standards shall be adopted unless otherwise specified. In the event of any dispute with regard to the mode of measurement of the work executed, the decision of the Architect shall be final and binding.

**34. DISMISSAL**

The Contractor shall on the request of the employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such person shall not be re – employed on the works without the permission of the employer.

**35. TERMINATION OF THE CONTRACT BY THE EMPLOYER**

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry on the work diligently or shall fail except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or equipment for the progress of the work, or if he should fail to make prompt payments to sub - contractors or for materials or equipment or labour or persistently disregard laws, ordinance, or instructions of the supervisor/architect, or otherwise be guilty of a violation of any provision of the contract, or has failed to commence the works, or has suspended the works, then the employer upon the certificate of the Architect that sufficient cause exists to justify such action say without prejudice to any other right or remedy and after giving the contractor seven days notice in writing,

terminate the employment of the contractor and take possession of the premises and of all materials, equipment, tools and appliances thereon and use these as Employer property for the completion of the work. In such case the contractor shall not be entitled to receive any further payment until the work is finished.

**36. INDEMNITY**

The contractor shall indemnify Employer against all actions, suits claims and demands brought or made against the Employer in respect of any matter or thing done or omitted to be done by the contractor in the execution of or in connection with the work of this contract and against any loss or damage to the employer in consequences of any action of suit being brought against the contractor for anything done or omitted to be done in the execution of the work in this contract.

**37. JURISDICTION**

All matters arising out of or in way connected with this Agreement shall be deemed to have arisen in Kolkata and only the courts in Kolkata shall have jurisdiction to determine the same.

38. It shall be the responsibility of the Contractor to study carefully all the drawings, instructions etc. and point out discrepancies and obtain clarifications, if any in writing before taking up the work. If as a result of his failure to do so, in spite of the works having been carried out as per the drawings and, instructions issued by Supervisor, Architect and/or the Employer, and/or in the presence of the representative's of the Architect/Employer, the Contractor himself shall be solely responsible and if so directed, dismantle and reconstruct at his own cost the work/item(s) of work as per such directions. No claims in this regard will be entertained.

39. With the submission of the quotation, the contractor should agree that all the labour and requisite materials required for the work are available for completion of the work within the period stipulated for completion of the project.

40. It shall be the responsibility of the Contractor to submit sample and obtain prior approval of the Architect in respect of all materials fittings and fixtures and any other items a decided by the Architect. One such approved sample of each shall be kept with the Architect and at site for future reference.

41. It shall be he entire responsibility of the Contractor to initiate action well in time with regard to extra/substitute items before taking up such items. The same shall apply to items, which have deviated as per the terms of the contract. Contractor's failure in this regard shall be entirely at his own risk and cost.

42. Carrying out/taking of joint measurement along with the Architect's representative and/or getting the measurement of the various items included in any bill shall be the sole responsibility of the Contractors. Failure to get such measurements verified might entail non – payment for such items for which the contractor himself shall be solely responsible and as also for all consequences flowing therefrom.
43. In case of any discrepancy arising out of the definition etc. of any manner connected with the execution of the work, which has not been got clarified prior to starting of the work or signing of the contract as required and all consequences arising therefrom the contractor is alone responsible.
44. The specifications of the various items of the additional/alterd works will be as per latest editions of CPWD specifications for works at Delhi volume I & II, 1977 with all correction slips. In the absence of any detail specification of CPWD latest Indian Standard Specification and code of practice shall become applicable. Wherever these codes are silent the same shall be governed by sound Engineering practice and the decision of the Architects in matters of interpretation etc. shall be final and binding on the contract.
45. 8% of the total value of work will be retained as Retention Money from Contractor's R.A Bills/final bill.
46. Value of Interim Certificate : The contractors may be allowed to raise R.A Bill but the value of interim certificate should not be less than Rs. 5.0 Lakhs.
47. Mobilization Advance : No mobilization advance for the work shall be allowed.
48. Secured Advance : No secured advance for materials shall be allowed.
49. The tenderers shall sign each and every page of the Tender Documents attached hereto.

### **SPECIAL TERMS AND CONDITIONS**

1. Completion Period : 6 weeks from the date of issue of the work order.
2. Date of Commencement : Either two weeks from the date the acceptance letter is issued to the contractor or the day on which contractor is instructed to take possession of the site, whichever is later.
- 2A. Initial security deposit : 2% of the accepted tender value including the E.M.D. to be paid within 14 days of intimation to him of the acceptance of his tender.
3. Total Security Deposit : 10% of cost of the project including ISD. 50% will be released after virtual completion certificate is issued by the architect. Remaining part may be refunded 14 days after end of defects liability period provided he has carried out all rectification of defects in the work.
4. Defect Liability Period : 12 months from the virtual completion of the work.
5. Limit of Variation : No extra / additional work should be carried out by the Contractor without prior consent of the Bank / Architect.
6. Additional Items : For the items where unit rate are not available, contractor shall provide the proper cost break up & proceed only after the consent / approval. Any sample to be made shall be at contractor cost for approval.
7. Validity of Tender : 6 months after opening of tender.
8. Rules / Regulations : Contractor shall have the responsibility of complying with the local Shops Establishment Act and all Labour / Minimum wages Act and shall keep all such Records / Account on Payment of Wages / Attendance as deemed to be necessary.
9. Arbitration : As per the Standard Arbitration clause under the jurisdiction of Kolkata.
10. Organisation : Contractor shall employ competent / qualified Supervisor / Engineer – in – Charge who shall be responsible for the day to day work and any workman found guilty of misconduct / theft shall be removed from the site.

11. Insurance : The contractor shall take out insurance in the joint name where first being Bank's name as required by "Contractor's All Risk Policy and under Workmen's Compensation Act" before commencement of the Work and ensure that the insurance remains valid during the period of contract until the same is completed and shall indemnify the bank against all claims in respect of damage, compensation, cost charges and expenses arising of accruing due to the work undertaken by the contractor. The receipt of premium paid in this connection must be submitted to the bank before commencement of the work.
12. Damage to Property : Any damage to Bank's property during the working will be recovered from contractor.
13. Deduction : All applicable taxes and duties imposed by the Central and State Govt.
14. Co – ordination : The contractors shall work in close co – ordination with other agencies to avoid re – work / damage and ensure timely completion.