



INDIAN BANK ZONAL OFFICE BENGALURU

: TECHNICAL BID:

PROJECT :

**PROPOSED REPAIRS/ RENOVATION
OF 11 FLATS IN YAMUNA BLOCK,
NATIONAL GAMES VILLAGE,
KORAMANGALA, BENGALURU-560047**

Ref. No : IB:ZO-BGLR:TNRD:01:2025-26

Date : 21.05.2025

CONSULTANTS

**M/S. DESIGN CELL,
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INDEX

| S1 No | Details | Page | |
|--------------|--------------------------------|-------------|----|
| | | From | To |
| 1 | Form of Tender | 3 | 3 |
| 2 | Notice Inviting Tender | 4 | 5 |
| 3 | Instructions to Bidders | 6 | 8 |
| 4 | Pre-Qualification Documents | 9 | 30 |
| 5 | General Conditions of Contract | 31 | 64 |
| 6 | Specifications, Approved makes | 65 | 75 |

FORM OF TENDER**INDIAN BANK
ZONAL OFFICE**

4TH FLOOR, EAST WING
RAHEJA TOWERS
NO.26,27, MG ROAD
BENGALURU-560 001

Dear Sirs,

SUB: PROPOSED REPAIRS / RENOVATION OF 11 FLATS IN YAMUNA BLOCK,
NATIONAL GAMES VILLAGE, KORAMANGALA, BENGALURU-560047

Having examined the plans, specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.1,00,000/- (Rupees One Lakh only)** by crossed demand draft/ Bank Guarantee on a Bank other than the clientele, dischargeable/payable at Bengaluru and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs.1,00,000/- (Rupees One Lakh only)** in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Notice Inviting Tender.

I/We agree to keep our tender open for **90 (Ninety) days** from the date of opening of Technical Bid (Envelope No. 1).

I/We enclose the completed tender documents duly signed under two separate sealed envelopes and the Earnest Money Deposit Rs. _____ (Rupees _____ only) by Bank Draft / Bank Guarantee No. _____ dated Issued by

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative
of _____
so] _____
Tenderer who has the Power to do

Place:
Date :

Name:
Address:
Seal:

Indian Bank Zonal Office, 4th Floor, East Wing, Raheja Towers, No.26,27, MG Road, Bengaluru-560 001

I NOTICE INVITING TENDER:

Indian Bank, a public sector Bank, having its Zonal Office at 4th Floor, East Wing, Raheja Towers, No.26,27, M G Road, Bengaluru – 560 001 invites sealed item rated tenders in Two Bid system (Technical bid and Financial bid) in the prescribed format for the below mentioned works from the eligible Firm or Contractors.

| | | |
|----|----------------------------------|--|
| 1. | Name of Project | Proposed Repairs / Renovation of 11 Flats at Yamuna Block, National Games Village, Koramangala, Bengaluru -560047 |
| 2. | Estimated cost of work | Rs.92 Lakh |
| 3 | Period of completion | 6 months inclusive of monsoon reckoned from 7th day from the date of issue of the Work Order or handing over of site whichever is later |
| 4 | Eligibility criteria for bidders | <p>Contractors/firms who fulfills the following pre-qualification criteria only need to apply. <u>Joint ventures are not accepted.</u></p> <p>(i) The bidder should have experience of having successfully Completed Renovation / Repairs works of buildings precisely restoration of super structured civil, water proofing, plumbing, water supply, interior works, sewage works, electrical works etc. during the last 5 years ending 31.03.2025 as under:</p> <p>a) Three similar Completed works each costing not less than Rs.36.00 lakh</p> <p style="text-align: center;">(OR)</p> <p>b) Two similar Completed works each costing not less than Rs.46.00 lakh)</p> <p style="text-align: center;">(OR)</p> <p>c) One similar Completed work costing not less than Rs.73.00 lakh</p> <p>Note: The Contractor/Firm is required to submit Job Completion Certificate of their employer having executed similar work and preferably with TDS Certificate. The Copy of relevant income tax return shall be enclosed to establish that the work has been Completed by the Contractor.</p> |

| | | |
|-----|---|--|
| | | <p>(ii) Empanelled in at least 1 PSB/PSU/Govt. Organization</p> <p>(iii) The bidder should have minimum average annual financial turnover of Rs.92.00 Lakh in the last 3 financial years ending on 31.03.2024</p> <p>(iv) Should not have incurred any loss during the last three financial years ending 31.03.2024</p> <p>(v) The Bidders shall submit Solvency Certificate for Rs.36.00 Lakh from a Scheduled Bank, issued on or after 01.01.2025.</p> <p>(vi) The bidder should have an Office at Bangalore</p> |
| 5. | Tender Documents | Contractors/firms may down load the tender documents from Bank's website (www.indianbank.in). The Cost of tender document shall be enclosed along with EMD in Envelop No. 1, i e Technical Bid. The bids of those contractors/firms not submitting the EMD and Tender Cost will summarily be rejected. |
| 6. | Pre-Bid Meeting | <p>30.05.2025 at 15.00 Hrs. at Indian Bank Zonal Office, 4th Floor, East Wing, Raheja Towers, No.26,27, M G Road, Bengaluru – 560 001</p> <p>Any and all queries related to the Tender shall be sent by e-mail to zobangalore@indianbank.co.in at least 2 days in advance. All bidders are invited to attend the Pre bid meeting. Deviation to any of the terms will not be permitted after freezing of the same at the Pre bid meeting.</p> |
| 7. | Last date of submission of tenders | 12.06.2025 upto 15.00 Hrs at Indian Bank Zonal Office, 4 th Floor, East Wing, Raheja Towers, No.26,27, M G Road, Bengaluru – 560 001 |
| 8. | Cost of Tender Documents | DD for Rs.5,000/- (Rupees Five Thousand only) issued by any scheduled Bank favoring Indian Bank, payable at Bengaluru. Cost of tender documents is Non-Refundable. |
| 9. | Earnest Money Deposit | DD/BG for Rs.1,00,000/- (Rupees One Lakh only) issued by any scheduled Bank favoring Indian Bank / payable / dischargeable at Bengaluru. Tenders submitted without EMD of prescribed amount will be summarily rejected. |
| 10. | Date of opening the Technical Bid (Envelop-1) | 12.06.2025 at 15.30 Hrs at Indian Bank Zonal Office, 4 th Floor, East Wing, Raheja Towers, No.26,27, M G Road, Bengaluru – 560 001, for evaluation of Technical Bids and prequalification of bidders. |
| 11. | Date of opening of Financial bid (Envelop -2) | Will be informed to the prequalified bidders separately |

INSTRUCTIONS TO BIDDERS:

1. The **Technical Bid** signed all the pages and stamped by the tenderer giving the details of Company profile, Audited Balance Sheet for last 3 years, Proof of submission of Income Tax returns, Solvency Certificate, PAN No., GST No., Empanelment letters, details of technical soundness in carrying out similar work along with the certified copies of work Completion certificates/work orders etc may be submitted in a separate sealed cover be super scribed as **“Envelope No.1 – Technical Bid”** mentioning full name and address of the Contractor, name of the work etc.

The **Financial Bid** (BOQ (Bill of Quantities) of the Tender Document also to be placed in a separate sealed Cover. The rate for each and every item should be quoted both in **words and figures**. All the pages of BOQ (Bill of Quantities) should be signed and sealed. This envelope should be super scribed as **“Envelope No. 2 – Financial Bid”** mentioning full name and address of the Contractor, name of the work etc.

Both the **Technical and Financial Bid** may be enclosed within another cover and the same may be submitted by mentioning Full name and address of the Contractor, Name of the work and shall be submitted to **Indian Bank Zonal Office, Premises Cell, 4th Floor, East Wing, Raheja Towers, No.26,27, M G Road, Bengaluru – 560 001**. Tender received after the due date and time will not be accepted.

2. **EMD**: The Earnest Money Deposit shall be in the form of crossed DD drawn in favour of **Indian Bank payable at Bangalore** or Bank Guarantee issued by any scheduled Bank other than Indian Bank, dischargeable at Bengaluru and no other form is accepted. The EMD shall be kept in **“Envelope No.1 – Technical Bid”**. The EMD of the Contractors is liable for forfeiture as per the terms of the tender document in case of any default. All bidders have to submit the EMD without any exception.
3. **Tender Cost**: The Tender Cost shall be in the form of crossed DD drawn in favour of **Indian Bank payable at Bangalore** and no other form is accepted. The Tender Cost shall be kept in **“Envelope No.1 – Technical Bid”**. The Tender Cost is non-refundable.
4. The Bank will evaluate the Technical Bid strictly on the basis of pre-Qualification criteria, technical soundness, previous experience, financial soundness etc. and the decision of the Bank in this regard is the final and binding on the Contractor. No Correspondence from any Contractor on short listing of the Contractors shall be entertained by the Bank.

Photocopies of all certificates, credentials & wherever any data / details given are to be enclosed. Original document should be produced as and when asked and failure to produce Original document at specified date, time and place would mean rejection of tender. Technical Bid shall be opened in presence of the attending Tenderers at the venue as per notice inviting tender.

5. The Bank reserves the right to verify the particulars furnished by the applicant independently.
6. Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports from previous employers for only those firms who fulfill the aforesaid Pre-qualification criteria that specified in Technical Bid.
7. Bank reserves the right to reject any prospective Tenders without assigning any reason and to restrict the list of eligible Contractors in the Technical bid evaluation to any number deemed suitable if too many applications are received satisfying the basic requirement of pre-qualification criteria.
8. Time is the essence of the Contract and hence the work should be Completed within the stipulated time. Conditional tenders will be summarily rejected.
9. If the dates mentioned above falls on any incidental holiday, then the next working day will be the date fixed in place of the date falling on incidental holiday.
10. The work shall be executed in accordance with the drawings and explanation in BOQ and specifications. The rates quoted in the tender shall be for finished works at site and shall include all charges for scaffolding, centering, de-watering, tools and plants, taxes, sale tax, octroi and other taxes applicable and no extra amount will be paid separately towards tax. Bank will pay GST at applicable rate.
11. The tenderers are advised to visit and inspect the site of the work before tendering and get themselves acquainted regarding availability of materials, labour, working space and other local Conditions. The work shall be Completed within the time specified in the notice inviting tender. No extension of time shall be granted without any valid reason.
12. The tenderer shall keep the tender open for acceptance for at least 3 months from the date of opening of the tender. Bank reserves the right either to accept or reject any or all tenders received without assigning any reason whatsoever for the same. Tender deposit (EMD) received from unsuccessful bidders will be refunded without any interest.

13. The tenderer whose bids are accepted and work order issued will be required to sign an agreement for due fulfilment of Contract within 7 days of acceptance of tender as per the format enclosed.
14. Successful tenderers are required to deposit 2% of the accepted value of the tender by way of Demand Draft favouring Indian Bank payable at Bangalore less Earnest Money Deposit within 7 days of work order. Alternately, a Bank Guarantee of like amount valid for 12 months from a scheduled Bank other than Indian Bank may be furnished which will form initial security deposit for the work and will be refunded after issue of virtual Completion certificate.
15. Contractors should get clarified all the technical doubts and other Points related to the tender before submitting the Technical bid and Price bid and no deviation is allowed after freezing of the Technical specifications, terms and Conditions.
16. Indian Bank reserves the right to reject any or all the tenders at any stage of the tender evaluation process or to accept in part at the Bank's sole discretion and without assigning any reason thereof and the decision in the matter will be final and binding on all the parties.
17. Indian Bank will also reserve the right to split the order and Place the Order/s on 'one or more' number of parties at its discretion.
18. Any party or its associated Company if had been in the Black-listed by any Central / State Government agencies or any Central / State PSU Company and such name appears in the list of the above mentioned Central / State Government agencies or Central / State PSU as on date is disqualified and would not be Considered. A self Declaration to this effect, to be attached to the Technical bid that the vendor is not black listed by above mentioned Agencies. In the event of award of work order, an affidavit to be issued to the effect.
19. Quantities as per Schedule of works/Bill of quantities/Price bid are indicative only (subject to variance as applicable.) However, it is distinctly understood that shall not guarantee any minimum quantity / value during the duration of the Contract and the tenderer will not be entitled to demand any charges whatsoever or any other loss or damage of whatsoever nature from for non-utilization of the said Plant / facilities / work called for wholly or in part.
20. Contractors should have an office at Bangalore and address proof of the same shall be submitted.

**Indian Bank
Zonal Office,
Premises Cell,
4th Floor, East Wing,
Raheja Towers, No.26,27, MG Road,
Bengaluru – 560 001.**

PRE QUALIFICATION DOCUMENTS**PROFORMA-I****LIST OF MAJOR SIMILAR NATURE WORKS COMPLETED
DURING LAST FIVE YEARS ENDING 31.03.2024**

| Sl. No | Name and Complete postal Address of | | | Order | | | Value of Works as Per final Bill Rs. In Lakhs | Comme ncement of work month & year | Comple tion of work Month & year | Penalty Levied For Delay Of Comple tion, if any |
|-----------|---|-------|--|----------------------|---------------------------------------|---------------------------------|---|--|--|--|
| | Place of work & Nature of work | Owner | Authority Under Whom Work was Carried out | Ref. No & Date | Contract Amount (₹ in Lakhs) | Is Copy enclosed (Yes/No) | | | | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
| | | | | | | | | | | |

Note:

- 1) Please ensure that Complete Postal Address including Pin Code and Telephone Numbers / E-mail Address are furnished under Column No's: 2 3 & 4 above
- 2) Work orders, completion certificate & TDS statement to be submitted for the above works.

SEAL AND SIGNATURE OF BIDDER

PROFORMA-II**Information for works which are yet to be Completed as on the date of this Bid**

| Description of works | Place & State | Contract No & Date | Name Address Employer Department | Value of Contract In Lakhs | Stipulated Period of Completion | Value of remaining to be Completed (Rs in Lakhs) | Anticipated Date of Completion |
|----------------------|---------------|--------------------|----------------------------------|----------------------------|---------------------------------|--|--------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

SIGNATURE AND SEAL OF THE BIDDER

PROFORMA-III

To

The Chief Manager
Indian Bank
Zonal Office
Bangalore

Subject: Certificate Regarding the Performance of Contractor

| Sl. No. | Particular | Details | Comments |
|---------|--|---------|----------|
| 1. | Tender Amount | | |
| 2. | Gross amount of work Completes | | |
| 3. | Name & Address of the authority Under whom works executed | | |
| 4. | Whether the Contractor employed qualified Engineer during execution of work? | | |
| 5. | Quality of work (indicate group) | | |
| 6. | Did the Contractor go for arbitration? | | |
| 7. | Comments on the capabilities of the Contractor | | |
| 8. | Technical Proficiency | | |
| 9. | Financial Soundness | | |
| 10. | Mobilization of adequate T & P | | |
| 11. | Mobilization of manpower | | |
| 12. | General Behavior | | |
| 13. | Mention prestigious works if any with location and address | | |
| 14. | a) Whether work Completed in time | | |
| | b) If not how much extensions was granted | | |

Telephone No:

Signature:

Designation:

Mail :

Organization:

SEAL:

PROFORMA-IV

BANK LETTER HEAD

Proforma for submission of Credit Facility / Solvency Certificate from a Scheduled Bank

This is to certify that M/s_____ is a reputed Company with a good financial standing. The firm / Company are enjoying a fund based credit facility of `_____ to meet its working capital requirements.

SD: NAME & ADDRESS OF BANK

PROFORMA-V**Performa for submission of Past Contractual Performance**

This is to certify that I/We M/s _____ in submission of these offers have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. We do not have records of poor performance such as abandoning the work, not properly Completing the Contract, inordinate delays in Completion, litigation history or financial failure etc. Our organization has never been banned by any Central /State Govt department /Public Sector Undertaking or Enterprises of Central /State Govt /. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.

The information and documents submitted with the tender by me/us are Correct and I/We am/are fully responsible for the Correctness of the information and documents submitted by me/us.

SIGNATURE AND SEAL OF THE BIDDER

PROFORMA-VI**FINANCIAL INFORMATION**

- I Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

YEARS

| | 2021-22 | 2022-23 | 2023-24 |
|--|---------|---------|---------|
|--|---------|---------|---------|

- (i) Gross Annual turn-over in Construction Works:
- (ii) Profit/Loss
- (iii) Financial position:
 - (a) Cash
 - (b) Current Assets
 - (c) Current Liabilities
 - (d) Working capital (b-c)
 - (e) Current Ratio:
Current Assets/Current Liabilities (b/c)
 - (f) Acid Test Ratio:
Quick Assets/Current Liabilities (a/c)
- II. Income Tax clearance Certificate
- III. Solvency certificate from Bankers (Schedule Bank) of Applicant.
- IV. Financial arrangements for carrying out the proposed work

SIGNATURE OF BIDDER

Signature of Chartered Accountant with seal

PROFORMA-VII

(CONSTITUTION OF FIRM – WHETHER SOLE PROPRIETARYSHIP / PARTNERSHIP / LTD.CO / OTHER)

DETAILS OF CONSTITUENTS

| Sl.No. | Name of sole partner or Director/other High Official | Age | Share | Technical experience in Years | | | Whether power of attorney Holder |
|--------|--|-----|-------|-------------------------------|-------------|---------------|----------------------------------|
| | | | | Year to year | As Employee | As Contractor | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

SIGNATURE AND SEAL OF THE BIDDER

PROFORMA-VIII**PARTICULARS OF EMPANELMENT WITH THE BANK AND OTHER ORGANIZATION****I - EMPANELMENT WITH INDIAN BANK:**

Name of works for which enrolled by Indian Bank in the past

1)

2)

3)

4)

Sl. Nos for which tenders were submitted

Sl. Nos for which work order was received

II. EMPANELMENT WITH OTHER ORGANIZATIONS:

| Sl No | Name And Address of Authority With Whom You Are Enrolled | First Time Enrolment | Last Renewal Or Enrolment | | | | |
|-------|--|----------------------|----------------------------|--------------|-------------------|----------------------|----------------------------|
| | | | Is copy of Letter Enclosed | Year to year | Class of category | Limit (Rs. in Lakhs) | Is copy of letter enclosed |
| 1 | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

SIGNATURE AND SEAL OF THE BIDDER

PROFORMA-IX**PARTICULARS OF TOOLS AND PLANT**

| Sl. No (1) | Item (2) | Specification (3) | Quantity (4) | Estimated Value (5) | Remarks (6) |
|------------------|-------------|----------------------|-----------------|---------------------------|----------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. | | | | | |
| 13. | | | | | |

SIGNATURE AND SEAL OF THE BIDDER

PROFORMA-X**PARTICULARS OF PERMANENT TECHNICAL STAFF**

| Sl.No. | Name | Designation | Age | Academic Qualification | Service with the firm | Details of Experience Year to year |
|--------|------|-------------|-----|---------------------------|--------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

SIGNATURE AND SEAL OF THE BIDDER

PROFORMA-XI**FORMAT OF GUARANTEE TO BE EXECUTED BY THE FIRM/CONTRACTOR IN RESPECT OF THE WORK OF ANTI-TERMITE TREATMENT.**

This agreement made this _____ day of _____ Two thousand _____ between Indian Bank, a body Corporate constituted under the (Banking Companies (Acquisition and transfer of undertaking) Act, 1970 having its Corporate Office at Royapettah, Chennai and Zonal Office at Bengaluru (herein after called "the Employer") of the one part and Name of Firm/Contractor (hereinafter called "the Guarantor") of the other part.

WHEREAS THIS AGREEMENT is supplementary to a Contract (hereinafter called the Contract dated _____ and made between the Employer of the one part and the Guarantor of the other part) whereby the Firm/Contractor inter alia undertook to render the building/structure Completely free from any infestation of termites. And whereas the Guarantors agreed to give guarantee to the effect that the said building/structure shall remain free from any infestation of termites for a minimum period of **ten years** from the date of Completion of anti-termite treatment carried out as per the relevant I. S. Code.

Now the Guarantor hereby agrees to make good all defects and render the building/structure free from any infestation of termites, during this period of guarantee and to the satisfaction of the Employer. The Guarantor also agrees to take up such rectification work at his own Cost, and within one week from the date of issue of notice from the Employer, calling upon him to rectify the defects. The decision of the employer as to the Cost payable by the Guarantor will be final and binding, in case the Guarantor fails to Commence the work as per above notice and the work is got done through some other Contractor. That if the Guarantor fails to execute the anti-termite treatment or Commits breach there under then the Guarantor will indemnify the principal and his successor against all loss, damage caused, expense or otherwise which may be incurred by him by any reason of any default on the part of the Guarantor in performance and observance of this agreement. As to the amount of loss and/or damage and/or Cost incurred by the Employer the decision of the Employer will be final and binding.

In witness where of these presents have been executed by the obligator _____ and by _____ and for on behalf of the Employer on the day, month and year first above written.

Signed, and delivered by _____ (bank) _____ by the hands of Shri _____ in the presence of _____.

Signed and delivered by the hand of (Contractor) in the presence of _____.

PROFORMA-XII**FORMAT OF GUARANTEE TO BE EXECUTED BY THE FIRM/CONTRACTOR IN
RESPECT OF WATERPROOFING WORK**

This agreement made this _____ day of _____ Two thousand _____ between INDIAN BANK, a body constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at Chennai, and its Zonal Office at Bengaluru (herein after called "the Employer") of the one part and Name of Firm/Contractor (hereinafter called "the Guarantor") of the other part.

WHEREAS THIS AGREEMENT is supplementary to a Contract (hereinafter called the Contract dated _____ and made between the Employer of the one part and the Guarantor of the other part) whereby the Firm/Contractor inter alia undertook to render the waterproofing work of Terrace/Toilets/Kitchen of Flats Yamuna block. And whereas the Guarantors agreed to give guarantee to the effect that the said building/Terrace shall remain free from Leakage/Seepage of water for a minimum period of **ten years** from the date of Completion of waterproofing works carried out as per the relevant I. S. Code.

Now the Guarantor hereby agrees to make good all defects observed if any in the waterproofing work, during this period of guarantee and to the satisfaction of the Employer. The Guarantor also agrees to take up such rectification work at his own Cost, and within one week from the date of issue of notice from the Employer, calling upon him to rectify the defects. The decision of the employer as to the Cost payable by the Guarantor will be final and binding, in case the Guarantor fails to commence the work as per above notice and the work is got done through some other Contractor. That if the Guarantor fails to execute the waterproofing work or commits breach there under then the Guarantor will indemnify the principal and his successor against all loss, damage caused, expense or otherwise which may be incurred by him by any reason of any default on the part of the Guarantor in performance and observance of this agreement. As to the amount of loss and/or damage and/or Cost incurred by the Employer the decision of the Employer will be final and binding.

In witness where of these presents have been executed by the obligator _____ and by _____ and for on behalf of the Employer on the day, month and year first above written.

Signed, and delivered by _____ (bank) _____ by the hands of Shri _____ in the presence of _____.

Signed and delivered by the hand of (Contractor) in the presence of _____.

PROFORMA-XIII**Proforma for Bank Guarantee in Lieu of Earnest Money Deposit**

To:

Zonal Manager

Indian Bank

Zonal Office

BENGALURU – 560 001

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _day of ____two thousand __between ____ (Name of Banker) having its registered office at ____ (place) and one of its local offices at ____ (hereinafter referred to as the Surety), and Indian Bank, a Body Corporation Constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Corporate Office at Royapettah, Chennai and Zonal Office at Bengaluru, (hereinafter referred to as the Bank).

WHEREAS (Tenderer's name hereinafter referred to as „Tenderer“) a Company registered under _ _ and having its registered office at _ is bound to deposit with the Bank by way of earnest money for Rs. _____ in Connection with its Tender for Repairs/Renovation of Bank owned 11 FLATS at Yamuna Block, National Games Village, Koramangala, Bengaloro-560047.

WHEREAS the tenderer as per clause, Instructions to tenderers has agreed to furnish a Bank Guarantee valid up to(date, 90 days from last date for submission of filled in tenders) instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in Consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of Rs. _____ within one week from the date of receipt of the demand from the Bank on presentation of this deed of _____ guarantee, _____ which _____ the _____ Tenderer is bound to deposit with the Bank by way of earnest money in Connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the Constitution of the Bank, Tenderer or the Surety.

3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and Conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the Repairs/Renovation of Bank owned 11 FLATS at Yamuna Block, National Games Village, Koramangala, Bengaluru-560047. The Bank's decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous Consent of the Bank in writing.
5. Notwithstanding anything Contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs._____.
6. This guarantee shall remain in force and effective up to _____ (date, 120 days from last date for submission of filled in tender) and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the Conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything Contained herein before, our liability under this guarantee is restricted to Rs._____ and this guarantee would be valid up to (date, 90 days from last date for submission of filled in tender) and we shall be discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within one month from the date of expiry of guarantee i.e. on or before (date, 90 days from last date for submission of filled in tender) irrespective of whether or not the original guarantee is returned to us.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank. (Bankers Name and Seal) Branch Manager (Banker's seal)

For and on Behalf of

1. INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS

NOTE: Tenderers are requested to note that non-Compliance of the following instructions is liable to render their tenders non bonafide

1.1. Address to which tender is to be submitted:

**Indian Bank
Zonal Office, Premises cell,
4th Floor, East Wing,
No.26,27, Raheja Towers, MG Road,
Bengaluru – 560001**

1.2. Schedules to be filled up

- a) The “Rate” Column wherever applicable to be legibly filled in ink in both figures and words. If *any* discrepancy in the rates quoted in the figures and words is found, the rate in words shall be accepted.
- b) The “Amount” Column also to be legibly filled in ink in figures.
- c) All Corrections to be initialed.

1.3. Signature and seal of the Contractor:

The tender shall be signed and dated at all places provided therein. Also all pages, drawings and Corrections/alterations shall be initialed. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has necessary authority on behalf of the firm to enter into proposed Contract.

1.4. Conditional Offer

Any tenderer who proposes alterations to any of the Conditions/specifications laid down in the tender documents or proposes any new Conditions whatsoever is liable to be rejected.

1.5. Mode of Submission

Tenders must be submitted at the place and time mentioned in the notice invitation of tender and Bank will not be responsible for delay in submission of the tender if the same is sent by post or by person. The words "Tender documents - Not to be opened before tender opening session" shall be written in English

1.6. Postal Delay

In view of the postal and other delays the tenders should be posted sufficiently in advance of the last date fixed for receipt of tenders or be sent by a special messenger. Tender received late will not be considered for acceptance.

1.7. Drawings to be returned

Drawings given along with the tender document if any must be returned along with the tender duly stamped and signed.

1.8. Program Chart

A proposed Program Chart for the work schedule considering the date of Starting and date of Completion as required by the Bank/Architect should be submitted within 7 days of Communication of acceptance of tender with detailed descriptions.

1.9. Validity of tenders:

Tenderers should note that their tenders should remain open for Consideration for a minimum period of 90 days from the last date fixed for the receipt of tenders.

1.10. Escalation of rates:

Under any circumstances, escalation of rates will not be allowed in the Contract. Rate quoted by the Contractor shall remain unchanged throughout the execution period of work.

1.11. Declaration by the Contractor:

The Contractor has to sign a declaration to the effect

1.11.1. Of understanding of Codes and standards as applicable to the Contract

1.11.2. Of knowledge of CPWD / PWD standard Specifications and submit it along with the tender.

1.12. Check List:

Tenderers are requested to check the Completeness of the following enclosures along with the tender before they submit the Tenders.

1.12.1. A bar Chart showing the broad schedule of the project with Completion dates

1.12.2. Financial bid

The sealed financial bid envelope should Contain:

- a. Tender form filled up, Complete in all respects
- b. Signature and stamp of the tenderer on all relevant documents
- c. All pages of the tender initialed by the tenderer
- d. Drawings issued, if any duly signed by the Tenderer
- e. Bill of quantities with rates filled up by the tenderer both in words and figures and signed by the tenderer, sum up the amounts and write down the TOTAL at the space provided both in words and figures

2. ARTICLES OF AGREEMENT

This article of agreement made this on day _____ between, INDIAN BANK, a body constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at Chennai, and its Zonal Office at Bengaluru referred as the owner/employer, the party of the first part which expression shall wherever the Context admits, deemed to include their successors and assignees as well and Contractor _____, _____, (hereinafter called the Contractor of the other part). Whereas the owner has proposed for Repairs / Renovation of 11 Flats at Yamuna Block, National Games Village, Koramangala, Bengaluru -560047 which includes civil works, water proofing, plumbing, water supply, sewage work, Interior and electrical works, Whereas the Contractor has agreed with the owner for execution of the above mentioned work in schedule hereto annexed and in Conformity given by the owner, on the following terms and Conditions.

It is mutually agreed as follows: -

1. The rates quoted by the Contractor for the various items shall be inclusive of the tools, tackles and planks, taxes, outgoing rate required for the proper execution of work and all other incidental charges and separate claim for these will not be entertained under any circumstances.
2. The quantities shown in the schedule are only approximate and are subject to variation and the Contractor is bound to carryout additional quantities if found necessary at his quoted rates.
3. The Contractor agrees to Complete the work within a period of **6 months** (six months) from the 7th day from date of receipt of work order/handing over site for execution of work. The Contractor should start the work within Seven days from the date of receipt of work order from the Bank/handing over site for execution of work.
4. The Contractor agrees to carry out the work as per the BOQ, specifications and other details and modifications and changes furnished to them by the Architects and Engineers, M/s DESIGN CELL, Bangalore, which are attached herewith and forming part of this agreement, strictly following the Indian Standard specifications and other specifications as will be agreed upon by them with Architects and Engineers.
5. Defects, if any, noticed within 1 year (12 months) from the date of Completion of work to be rectified by the Contractor at his Cost. In case failure to attend/ the rectification work within reasonable period say fifteen days, defects will be got rectified/attended by the Bank/employer at the risk & and Cost of the Contractor.

6. The Total security deposit on the Contract is calculated as under

- a. 10 % on the Cost of work

This Total security deposit Comprise of the following

- a. Earnest Money Deposit
- b. Initial Security Deposit
- c. Retention Money

7. The owner/Bank will deduct retention money from each bill at 8% of the bill amount from each interim bill till total amount equals to total security deposit. This retention money will be refunded after the defect liability period of one year as detailed below.

- i The retention money (i.e. deduction from interim bill) shall be 8% of the gross value of each interim bill.
- ii The maximum amount of retention money shall be the balance amount of the Total security deposit.
- iii 50% of the retention amount will be refunded to the Contractor on Completion of the work, subject to the following

- a. Issue of virtual Completion certificate by the Architect/Premises Department
- b. Contractor removed all his material, equipment, labour force, temporary sheds/stores etc. form the site. (Excepting for a small presence required if any for the defect liability period and approved by the Bank).

- iv The remaining 50% of the amount may be refunded 14 days after the end of defect liability period provided he has satisfactorily carried out all the works and attend to all defects in accordance with the Conditions of the Contract, including site clearance.

The retention amount can be kept with the Bank in the form of a Bank Guarantee.

8. The amount of initial security deposit shall be 2% of the accepted value of the tender including the Earnest Money Deposit.

The Initial Security Deposit is to be paid by the Contract to the Bank within 14 (fourteen) days of intimation to him of the acceptance of his tender. Bank Guarantee of like amount from any Scheduled Bank other than Indian Bank will be accepted in lieu of Cash Deposit.

9. The Contractor shall engage qualified Engineer for quality Control and supervision and execution of work.

10. If it appears to the owner or his architects that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior descriptions the Contractor shall on demand, forthwith rectify, remove or reconstruct the same in whole or in part as the case may be, at his own Cost. In the event of his refusal to do so within 7 days (seven) period the owner/employer/architects shall carryout the rectification work and/or remove the inferior quality materials from site, at the Cost and expense of the Contractor.
11. The Contractor should make at his own Cost the arrangements to provide at the work site the required quantity of water and power.
12. The owner/employer agrees to settle the part bills for the work submitted by the Contractors within 30 days of receipt of the respective bill subject to a maximum one bill each month of minimum of **Rs.25 lakhs**. The Contractor is required to submit the bill with detailed measurement and bill as per format given by Bank/Architect.
13. The work shall be Completed by the Contractor within specified time schedule. Employer may agree to grant extension of time if there is delay on the part of employer under below mentioned circumstances:
 - a. Delay in handling over to the Contractors, the drawings, specifications and other working details required at different stages.
 - b. Due to objection by the neighbouring plot owner the work Could not be Commenced /stopped.
 - c. Due to bad law and order situation in the area of works.
14. The Contractor will be responsible for all kinds of payments to workmen under workmen Compensation Act and other laws applicable as per Rules and Regulations which are enforce from time to time and for the safety of the public and also labour employed by him. He shall alone be liable to pay the necessary Compensation Act and Common Law agrees to free the owner/employer from all such liabilities.

Further, Contractor shall also ensure Compliance of the following labour legislations:

- I. Minimum Wages Act 1948
- II. Employees Provident Fund
- III. Employees State Insurance Act 1948
- IV. Workmen's Compensation Act, if ESI Act does not apply
- V. Contractor shall obtain independent Code number under State Employees Insurance Act 1948 and Employees Provident Fund.

- VI. Contractor shall ensure that Compliance with provisions of Contract labour (Regulation and Abolition) Act 1970 and other labour legislations is current and up to date at all times during the performance of the works specified in Contract document/tender.
 - VII. The Contractor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service Conditions of its workmen and at no time it shall be the responsibility of the Bank.
 - VIII. The Contractor or its workmen shall not at any point of time have any claim whatsoever against the Bank.
 - IX. The Contractor shall indemnify the Bank in so far as liability incurred by the Bank on account of any default by the Contractor.
 - X. Neither the Contractor nor his workmen can be treated as employees of the Bank for any purposes. They are not entitled for any claim, right, preference etc. over any job/regular employment of the Bank.
16. The owner/employer as well the Contractor agree for referring any dispute arising out of this agreement, to mutually acceptable arbitrator for decision and agrees to accept and abide by the decision of such arbitrator.
17. T.D.S, workers welfare cess, Sales tax on work Contract and other taxes to be deducted from the bill accordingly as per the law prevailing time to time and it will be the sole liability of the Contractor.

18. **Special Conditions**

- a. The owner/employer will have the right to stop the entire work or any item of work without assigning any reason at any state if it is required by reasons beyond their Control. In case of stoppage of work, the work will be measured and paid at their quoted rates and the Cost of balance materials, available at site will be paid as per the prevailing rates and the advance paid will be adjusted in this bill.
- b. Extra items will be paid at mutually agreed rates arrived through rate analysis with PWD data allowing a profit of 15% including all overheads and taxes applicable or arrived from similar item of work available in the tender.
- c. The Contractor should indemnify the owner/employer against loss or Compensation due to accident or death occurred to employees or public during Construction and take adequate insurance Coverage for such possible losses/damages and produce to the owner.
- d. The Contractor should clean the site at regular intervals.
- e. The employer is not responsible, if theft occurs at site.
- f. Time is the essence of the Contract and to be adhered to. The Contractor hereby agrees to pay a penalty of **1%** of the accepted value of the tender **per**

week of delay or part thereof subject to a maximum of 10%, in execution of the work due to the negligence or omission entirely on his part.

- g. If the Contractor fails to discharge his duties or neglect to perform the works agreed to be done under the agreement and Bank is entitled to terminate this agreement by a written notice of 30 (thirty) days to the Contractor and the Contractor shall not have any right to claim any damage/Compensation from the Bank for the same. Further, the employer may get the pending works done by some other agency at the risk and Cost of the Contractor and recover the amount from future amount payable to the Contractor.
- h. The Contractor shall not assign/delegate/transfer any of their rights and/or obligation/s under this agreement in any third person/s, Concern/s, firm/s, Company/ies.
- i. All notices required to be given under this agreement shall be deemed to be sufficiently given if they are forwarded by the registered post A.D./hand delivery with acknowledgement to

Indian Bank Zonal Office, Premises Cell, 4th Floor, East Wing, 26,27, Raheja Towers, MG Road, Bengaluru-560001.

The Contractor at;

- j. The agreement shall be construed and interpreted in accordance with laws of India. The Courts at Bangalore City alone to the exclusion of all other Courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this agreement.
- k. The original of this agreement shall be with the Bank and the signed duplicate or Xerox Copy of the agreement shall be handed over to the Contractor.

In witness whereof the parties hereto have hereunto set their hands the day year first above written.

Signed and delivered by Indian Bank Zonal Office, Premises Cell, 4th Floor, East Wing, 26,27, Raheja Towers, MG Road, Bengaluru-560001 by the hands of Chief Manager: Indian Bank Zonal Office, Bengaluru and Constituted attorney in the presence of

CHIEF MANAGER

Witness : 1)

2)

Singed & delivered by the hands of Sri of M/s.
.....in the presence of

Signature of Contractor

Witness : 1)

2)

3. GENERAL CONDITIONS OF CONTRACT

3.1. DEFINITIONS

3.1.1. Contract document

The term Contract Document means the Form of Tender, Notice Inviting Tender, Prequalification documents, Instructions to Bidders, Safety Code, General Conditions of Contract, Specifications, Approved Makes, Priced Schedules and Drawings.

Notwithstanding the sub-division of the documents into separate volumes and sections, every part of each shall be deemed to be supplementary to and Complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

3.1.2. Contract

- a) The term “Contract” means the written agreement between the Contractor, the Contract Documents, all agenda issued by Indian Bank and all letters exchanges between Indian Bank and the Contractor before the agreement, Specifications and Drawing, modifications and amendments thereto which the Architect may furnish during the progress of the work. This Contract shall be governed by the Indian laws for the time being in force.
- b) This Contract Shall mean the entire document Comprising the Tender Notice, preface to tender, General Instruction to Tenderer, letter from Contractor, Articles of Agreement, Conditions on Contract, special applications, special Conditions of Contract, safety Code, Contractors liability and insurance summary, Appendices, Specifications, Designs & other detailed drawings for the work, addenda, instructions issued by The Indian Bank/Architect and all other documents for full execution of the Contract.

3.1.3. Contract Sum

The term “Contract Sum” means the total amount quoted by the Contractor as the sum of the products of the rates of each item with the respective quantity for executing this Contract

3.1.4. Site

The term “Site” means the land and/or the building / flat and/or other places on, under, in or through which the work is to be executed under the Contract, or used for the purpose of this Contract.

3.1.5. Property ownership and possession

The assets being created under this Contract as stipulated in the schedules will be the “Property” solely belonging to “Indian Bank”. The ownership of the site and property will solely vest with Indian Bank throughout the performance of this Contract from the beginning unto its Completion or determination or termination or cancellation and beyond. The use of site or the assets under Construction or part thereof by the Contractor is purely to facilitate his performance under

this Contract and does not Confer on him the right of possession or tenancy.

3.1.6. Work

The term “Work” means the work, which is undertaken by the Contractor pursuant to the Contract. Work includes, unless specifically excluded, the supply and provision of materials, labour, equipment, supplies, plant, tools scaffoldings, transportation, superintendence, temporary Construction of every nature, taxes, work Contract tax, excise, Octroi, insurance, and all other services and facilities necessary for the full performance and Completion of the requirements of the Contract.

3.1.7. The works

“The Works” means the works in the respects of which the tender by the Contractor has been accepted and which are set out in the Conditions of Contract, specifications, different schedules and drawings including all additions, substitutions and variations ordered by the Architect.

3.1.8. IS

Standards reference is made to “IS”. It shall mean the relevant IS Code on the subject with latest edition as amended till date of submission of tender and Completion of the Contract as issued by the Bureau of Indian Standards.

3.1.9. Sub Contractor

The term “Sub-Contractor”, includes those who have entered into a direct Contract with the Contractor and but does not include those who merely furnish materials not so worked.

3.1.10. Day

The term “Day” shall mean calendar days irrespective of the number of working hours in that day.

3.1.11. Working Day

“Working Day” means any day from Monday to Saturday (both days inclusive) excluding all Public holidays as notified-by the Central/State Government.

3.1.12. Normal Working hours

Normal working hours shall mean eight (8) hours per working day. Specific timing would vary depending upon the season.

3.1.13. Project

The term “Project” means the total Construction, of which the work performed under the Contract may be the whole or a part as directed by Indian Bank.

3.1.14. Week

The term “Week” means seven days without any regard to the working days in that week.

3.1.15. Notice in writing/ Written Notice

The term “Notice in Writing” or “Written Notice” means a notice in hand written, typed or printed characters sent by registered post (unless

delivered personally or proved to have been received) to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary Course of post it would have been delivered.

3.1.16. Virtual Completion

The term “Virtual Completion” means that the “Works” have been Completed in every respect in Conformity with the Contract document and are ready and fit for occupation in the opinion of Indian Bank. Virtual Completion certificate shall be issued as defined in clause 3.37 below.

3.1.17. Accepted Risks:

Shall mean risk due to riots (other than among Contractor’s employees) and civil Commotion (in so far as these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, act of God, such as earthquake, lightning and unprecedented floods & other causes over which the Contractor has no Control and accepted as such by the Owner or causes solely due to use or occupation by the Owner of the part of works in respect of which a certificate of Completion has been issued.

3.1.18. Temporary Works:

Shall mean all temporary works of every kind required in or about the execution, Completion or maintenance of works.

3.1.19. Urgent Works:

Shall mean any urgent measure, which in the opinion of the Architect/ Indian Bank becomes necessary during the progress of the works to obviate any risks of accident or failure or which become necessary for security.

3.1.20. Mandatory works and requirements:

The Contractor shall Conform to the provisions of any act of the legislature relating to the works, various services and to the Regulation and Bye-laws of any authority, and of any water, lighting and other Companies and/or Authorities with whose system the structure is proposed to be Connected and shall bring to the notice of Indian Bank and Architects in writing, before making any variations from the drawings or specifications that may be necessitated, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. The Contractor shall bring to the attention of Indian Bank through the Architect all notices required by the said acts, regulations or byelaws to be given to any Public Office. The Contractor will pay all fees in respect of such works, services, permissions and he shall lodge the receipts with the Architect, and the amount shall be reimbursed by Indian Bank.

3.1.21. Act of insolvency:

The term “Act of Insolvency” means any act of insolvency as defined by the Presidency Towns, Insolvency Act or the Provincial Insolvency act or

any amending Status.

3.1.22. Market rate and Item rate:

- a. The term "Market Rate" means the rate as decided by the Architect/ Indian Bank on the basis of Cost of materials at site inclusive of all taxes and Cost of labour at the site where the work is to be executed plus 15% for the Contractor's overheads and profit, calculated based on rate analysis.
- b. The term 'Item rate' shall mean the rate quoted in figures and words by the Contractor against each item of work in the bill of quantities of the tender document.

3.1.23. Singular or plural:

Where the Context so requires, words implying the singular only also includes the plural and vice versa. Words implying persons include persons and Corporations. "Approved Equal" shall mean an alternative product/service approved by the Architect as equivalent to that specified in the Contract documents.

3.1.24. Indian Bank / Bank and The Architect, Project Engineer, Contractor:

- i. The Indian Bank / Bank means Indian Bank, Zonal Office, Bengaluru and shall include the Chief Manager, Indian Bank, Zonal Office, Bengaluru or any other Officials/Persons duly authorized by him /her, to represent Indian Bank empowered on his behalf to discharge all or any of its functions.
- ii. ARCHITECT: The term "Architect" means M/s. DESIGN CELL Architects & Engineers, # 24, 4th Main, 9th B Cross, Devearakere extn., Next to ISRO Layout, Bangalore-560078 Karnataka and it includes its designated representatives and its successors and assigns.
- iii. PROJECT ENGINEER: The term Project Engineer(s) (or any other term) shall mean the person(s) appointed by Indian Bank as one of their authorised representative for acting under the orders of Indian Bank to supervise and be in-charge of the works for the purpose of this Contract.
- iv. CONTRACTOR: The term "Contractor" means M/s..... and includes all its legal representatives and its successors and assigns.
On acceptance of the tender the Contractor shall intimate the name of his accredited representative(s) who would be responsible for taking instructions from the Architect and or Indian Bank and for carrying out the work. The representative(s) shall be employed on site throughout the duration of the work.

3.1.25. PROVISIONAL ACCEPTANCE:

The term 'provisional acceptance' means the acceptance or occupation of part or full of the Completed or incomplete works by Indian Bank before Indian Bank certifies that all the Contract Conditions are verified to be fulfilled by the Contractor.

3.1.26. FINAL ACCEPTANCE:

The term 'final acceptance' means the acceptance of the work Completed in all respects and Indian Bank certifies that all Conditions of Contract are certified to be fulfilled by the Contractor.

3.2. CONTRACT DOCUMENTS:

3.2.1. The Contractor shall be furnished one certified true Copy of the Contract Document at the beginning of the Construction period.

3.2.2. Drawings if any necessary for the execution of the work will be issued to him during the progress of the work, free of charge. None of these documents and drawings shall be issued by the Contractor for any other work or project or any other purpose whatsoever other than of this Contract and shall be returned to the Architect at request or at the Completion of the Contract.

3.2.3. Additional Copies of the Drawings and other documents if required by the Contractor will be supplied on payment of actual Cost decided by the Architect.

3.3. SCOPE OF WORK:

3.3.1. The scope of work to be executed under the Contract Covers the **Repair / Renovation of Indian Bank owned 11 flats at Yamuna Block, National Games Village, Koramangala, Bengaluru-560047** with all services, approved drawings.

3.3.2. Indian Bank may in their absolute discretion issue further drawings and/or written instructions, details, detailed specifications, directions and explanation through the Architects. The Contractor shall forthwith comply with and duly execute all works as per such instructions, to the satisfaction of the Architect/ Indian Bank.

3.3.3. Indian Bank / Architect reserves the right to fix the order in which the various items of work involved in this Contract is to be executed and Contractor shall comply with the same. There shall be no extra claims on account of this.

3.4. PROVISIONAL OCCUPATION:

3.4.1. Handing over of building to Indian Bank:

Indian Bank may take over building after the work is Completed in all respects tested and certified by the Architect. The Contractor shall immediately arrange to hand over the buildings to Indian Bank. He will also prepare a detailed list of various fittings and fixtures (movable and immovable), which shall be then jointly checked along with owner's representative. Three Copies of the list jointly checked and signed shall be handed over to the Indian Bank representative.

3.4.2. OCCUPATION BY THE OWNER:

The Indian Bank reserves the right to occupy the works by section as Completed, as may be Considered by the Indian Bank /Architect both practicable and reasonable and without hindrance to the Contractor's progress.

3.4.3. As desired by Indian Bank, the Contractor shall employ and maintain sufficient number of security personnel on duty at all times at the gate and elsewhere within the site to prevent trespass, pilferage and damage etc. The Contractor shall install and maintain night lighting of sufficient lighting all around stores, offices, machinery installation, stockyards etc. and the Contractor shall maintain all the illumination in proper and workable order during the entire period of the Contract. Nothing extra shall be paid to the Contractor on account of any of the above. On Completion of the Contract, the Contractor at his own Cost shall remove from the site all the balance materials, not required by the Indian Bank and the temporary structures erected by him for executing the work. The Contractor as and when required by the Indian Bank / Architect shall remove from site all the materials rejected by the Architect/ Indian Bank as unsuitable for use in work to be executed vide 'THIS CONTRACT'. Nothing shall become payable to the Contractor on this account.

In case, the Contractor fails to remove the defective works/materials from the site, Bank may do so at the risk and Cost of Contractor.

3.5. FINAL ACCEPTANCE OF WORK

The final acceptance of the works in this Contract will be after Indian Bank is fully satisfied of the performance of the works at the end of the performance guarantee period.

3.6. WORK TO BE CARRIED OUT:

- 3.6.1. The work to be carried out under the Contract shall, except as otherwise provided in these Conditions, include materials, labour, equipment, supplies, plant, tools, scaffolding, transportation, supervision, temporary Construction of every nature, taxes, works Contract taxes, excise, Octroi, insurance, and all other services and facilities required in preparation of and in full and entire execution and Completion of the works. The quoted rates shall deem to include all above.
- 3.6.2. The description given in the specifications or on the schedule of work shall unless otherwise stated be held to include wastage on materials including overlaps, carriage and cartage, hoisting, setting, fitting, cutting and fixing in position, curing and all other labour necessary in and for the full and entire execution and Completion as aforesaid in accordance with good practice and recognized principles.
- 3.6.3. The work in general shall be carried out as per Specifications and Drawings. For items not governed under Specifications, the work shall be done as per CPWD specifications, latest IS Codes of Practice and as per sound engineering practice as directed by the Architect.
- 3.6.4. Necessary structural or Constructional provisions such as dowels, tie rods, spacers (metal, Concrete, etc) chairs, metal studs, Corbels,

Constructional joints, bolts, bolt holes, wire mesh, pipe openings, sleeves, ducting, cut-outs, and the like, forming holes, or any other similar features which although not specifically mentioned in the schedule of quantities or specifications or shown in the drawing, but which are obviously and fairly intended and are essential for Completion of work thus making structure and services functional shall all be deemed to be included in the Contract sum and provided by the Contractor without any extra Cost. Any material incorporated in the works on account of the above shall not be measured for-payments. The same shall however be recorded for reconciliation of theoretical Consumption.

Similarly adequate slopes will be provided in areas where there is a likelihood of ingress of water such as toilets, balconies, veranda, kitchen, terrace, top of *chajjas*, window sills, plinth protection etc. though these may not be expressly shown in drawings, without any extra Cost. The Contractor is responsible and shall ensure that there are no leakages or seepage in roofs, ceilings, walls, and floors or in the water supply, electrical or sewage system.

3.7. WORKMANSHIP:

The work involved calls for a high standard of workmanship Combined with speed and use of quality materials as specified and approved. Any workmanship or materials not Complying with the specific requirements of approved samples or which have been damaged, Contaminated or deteriorated must be removed immediately from the site and replaced at the risk and Cost of Contractor.

3.7.1. Quality Control:

- a. **Quality Consciousness:** The Contractor should make himself aware of the quality standards set by the Architect/ Indian Bank and employ staff who have sufficient experience in handling high quality Construction and who can team up with the Architect and Indian Bank to bring out excellent results.
- b. **Quality tests and expenses:** The Contractor should ensure quality of materials and workmanship by producing test reports by approved agencies as and when asked by the Architect/ Indian Bank for any part of the work. The Cost of such tests shall be borne by the Contractor.
- c. **Quality Assurance:** Any part of the work found defective with respect to the drawings or specifications in the opinion of the Architect/ Indian Bank shall be demolished/removed by the Contractor at his Cost and risk.
- d. **Quality acceptance:** Indian Bank reserves the right to hold the payments of bills of any stage in part or full if the quality of work done at that stage is not acceptable by the Architect/ Indian Bank.

3.8. SUFFICIENCY OF TENDER:

3.8.1. The Contractor shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the different Schedules. Tenderers rates shall be deemed to include for full Completion of all works as described hereinafter and in accordance with good engineering practice and recognized principles. Details of Construction which are obviously and fairly intended and are essential for Completion of work making the structures and services functional but which may not have been specifically mentioned in the document are deemed to have been included in the units rates quoted by the tenderer. The details of such work will be furnished during the execution of this work. Decision of the Architect in such matters shall be final and binding.

3.8.2. During execution of work there may be minor modifications in work specification for which no financial adjustment is admissible except for changes if any ordered in foundation to suit the requirement.

3.8.3. ITEM RATE CONTRACTS BASED ON DRAWINGS AND SPECIFICATIONS

The Contractor shall be deemed to have calculated his own details from the description schedule of work and Specifications before quoting in different Schedules. Notwithstanding any error for inaccuracies in the rates quoted by the Contractor these rates shall be deemed to include for the full and entire Completion of the items in accordance with the provisions of the Contract and no adjustment shall be made on account of any errors in those rates.

3.8.4. FIRM RATES AND AMOUNT

The RATE quoted by the tenderer in the tender shall include all charges for scaffoldings, hire of tools, plants, centering material, water and electricity meter charges, temporary plumbing, height, leads and lifts, sheds for the material marking out and clearing the site watering charges, carriage and all other related items works required for the smooth and efficient execution of "THIS CONTRACT" and the rates quoted thus shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour Conditions, fluctuations in railway freight and any Conditions whatsoever. The Tenderers must include in their rates Sales Tax (Central & Local), Sales Tax on Turn Over (sales tax on works Contract) Excise Duty, Octroi and any other tax and duties or other levies still in existence or liable in future by the Central Government or the State Govt. Local Authority or any other Authorities. No claim in respect of Sales Tax (Central & Local) Sales tax on Turn Over (Sales Tax on Works Contract), Excise Duty, Octroi or other taxes, duties or levies etc. shall be accepted by the Owner, if found later on to be additionally payable. The Sales Tax on Turn Over (sales tax on works Contract) is

deductible at source from the R/A bills of the Contractor as Income Tax is deductible at source. The amount deducted as per the Sales Tax Act will be deposited to the respective authorities on behalf of the Contractor.

Indian Bank will pay GST at applicable rate.

3.9. SITE AND LOCAL CONDITIONS:

3.9.1. By executing the Contract, the Contractor represents that he has visited the site of the proposed work, fully acquainted and familiarised himself for the works to be carried out under the proposed Contract and made such investigations as may be seen fit so that he shall fully understand the facilities, physical Conditions hindrances and restrictions attending the execution of the work under the Contract.

3.9.2. By submitting the tender, the Contractor also agrees that he has carefully examined the schedule of work, -specifications and- associated -documents and the form and nature of including means of access to the site, and that from his own investigation he has satisfied himself as to the nature and location of the work, the general and local Conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation he has fully understood the intent and purpose of the Contract Documents.

3.9.3. Any claims for additional Compensations or extension of time because of Contractor's failure to follow the foregoing procedure and to familiarize himself with the Contract Documents and all Conditions, which might affect the work, will not be allowed.

3.10. DISCREPANCIES:

3.10.1. The Contract Documents are Complementary and are intended to include or imply all items required for the proper execution and Completion of work. What is required by any one shall be as binding as if required by all. In the event there is a discrepancy between specifications and/or Drawings, the Instructions of the Architect shall be taken as final.

3.10.2. The several documents forming the Contract are to be taken as mutually explanatory of one another, schedule of work in preference to any other details and Special Conditions in preference to General Conditions. If there are varying or Conflicting provisions made in any one document forming part of the Contract, the Architect shall be the deciding authority with regard to the intention of the document.

3.10.3. Any error, in description, quantity or rate in different schedules or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the work Comprised therein according to the schedule of work and specifications or from any of his obligations under the Contract. Details of Construction which are obviously and fairly intended and are essential for Completion of work making the structures and services functional but which may not have been specifically shown on the drawings or mentioned are deemed to have been included in the lump sum rates quoted by the tenderer.

3.11. ADJUSTMENT OF ERRORS:

If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amounts worked out by him in the different schedules and General Summary, the same shall be adjusted in accordance with the following rules:

- a. In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate quoted by the Contractor in words shall be taken as Correct.
- b. In the event of an error occurring in the amount Column as a result of wrong extension of the unit rates and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- c. All errors in totalling in the amount Column and totals carried forward shall be Corrected.
- d. The total of various schedules as amended shall be carried over the total General Summery and tendered sum amended accordingly. The tendered sum so altered, for the purpose of the tender, be substituted for the sum originally tendered and Considered for acceptance instead of the original sum quoted by the tenderer.

3.12. FIELD DIMENSIONS:

3.12.1. Before ordering any materials or doing any work the Contractor shall verify the pertinent field dimensions for the project and shall be responsible for the Correctness of the same.

3.12.2. No extra charge or Compensations will be allowed on account of difference existing between actual dimensions and dimensions indicated on the Drawings. Any difference, which may be found, shall be submitted to the Architect for Consideration before proceeding with the work.

3.13. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

3.13.1. The Contractor shall supply, fix and maintain at his Cost, during the execution of any work power, water and, all necessary centring, scaffolding staging planking, timbering, strutting, shoring, pumping,

fencing, boarding, watching and lighting by night as well as by day and all other matters or things, required not only for proper execution and protection of the said work but also for protection of the public and the safety of any adjacent buildings, walls, roads, services, drains and all other erections, matters or things.

- 3.13.2. The Contractor shall take down and remove any or all such above measures as work shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed or damaged during the execution of the work to the satisfaction of Indian Bank /Architect.

3.14. AUTHORITIES AND NOTICES:

- 3.14.1. The Contractor shall Confirm to the provisions of any Acts of the Legislature relating to the works and shall comply with all applicable bye-laws, ordinances, rules, regulations and/or any water, lighting or other lawful orders of any public authority and those of other authorities having jurisdiction of the safety of persons or property, and to pay any fines or penalties imposed for violation thereof. No financial Compensation on above account shall be payable.

- 3.14.2. In particular, the Contractor shall be responsible to register themselves under the Contract Labour (Regulations and Abolition) Act 1970 and Central Rule 1971 and rules there under and they must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to Indian Bank as and when desired by Indian Bank. He shall also indemnify the owner against any penalties/claims arising from any fault on their part including lapses in obtaining licenses, permits etc. The Contractor shall arrange to give all notices required by the said acts, Regulations and Byelaws to be given to any Authority or to any public office all fees chargeable in respect of the Work and lodge the proper receipts with the Architect. It is agreed the Contractor will comply with the following provisions of the labour laws and rules:

- a) Payment of Wages Act
- b) Employers Liability Act
- c) Workmen Compensation Act
- d) Contract Labour (Regulation & Abolition) Act 1970 and Central Rules 1971
- e) Apprentice Act 1961
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall indemnify Bank being principle employer the following:

- i) The Contractor holds a license under the act from the local labour Commissioner for appointment of Contract labours.
- ii) Required Notice Board notifying the minimum wages paid, registers, records as provided in section 29 of the Act are maintained by the Contractor.
- iii) Payments of proper wages as per the rule are effected within prescribed time limit by the Contractor.
- iv) Prescribed facilities and amenities are provided by the Contractor at site.
- v) Proper efforts are made by the Contractor to set right contraventions of the law as soon as the notice pointing out the same is received from Labour Enforcement Officer at the earliest with copies to the Bank.

3.15. PATENT RIGHTS: CLAIMS AGAINST CONTRACTOR

3.15.1. The Contractor shall fully indemnify Indian Bank against any action claims or proceeding relating the infringement of use of any patent of design or any alleged patent or design rights and shall pay any royalty which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under and action brought against Indian Bank in respect of any such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall at his own expense, settle the dispute or to conduct any litigation that may arise there from.

3.15.2. Wherever any claim against the Contractor for the payment of a sum of money raised out of or under the Contract, Indian Bank, shall be entitled to recover such sum by appropriating in part or in whole, the security deposit of the Contractor. In the event of security being insufficient, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with Indian Bank. Should this sum be not sufficient to Cover the full amount recoverable, the Contractor shall pay to Indian Bank on demand the balance remaining due within 10 days.

3.16. TECHNICAL AUDIT:

3.16.1. Indian Bank reserves the right to carry out post payment audit technical examination of the works and final bill, including all supporting vouchers, abstracts etc., Indian Bank further reserves the right to carry-out the aforesaid examination and enforce recovery detected, notwithstanding the fact that the amount of final bill may have been included by one of the parties as an item of dispute before an Arbitrator appointed under the arbitration clause of the Contract and notwithstanding the fact that the amount of the final bill figures in the

Arbitrator's Award.

- 3.16.2. If, as a result of such audit and technical examination, over payment is discovered in respect of the work done under the Contract, the Contractor shall on demand make a payment of a sum equal to the amount of over payment or agree for effecting necessary adjustments from any amounts due to him by Indian Bank. If however, he refuses, or neglects to make the payment on demand or does not agree for effecting adjustment from any amount due to him Indian Bank shall be entitled to take actions in 3.15.2 above. If as a result of such audit & technical examination an under payment is discovered, the amount of underpayment shall be duly paid to the Contractor by Indian Bank.
- 3.16.3. Provided that, nothing hereinafter Contained shall entitle Indian Bank to recover any over-payment in respect of any price agreed between Indian Bank and the Contractor under the circumstances specifically prescribed for such method of assessment and that the said right of Indian Bank to adjust over-payment from any sum due, or from any sum which may become due to the Contractor or from security deposit and adjust over and under payment, shall not extend beyond a period of six months from the date of payment of the final bill or in the case of a minus bill, from the date, the net amount of the final bill is Communicated to the Contractor.
- 3.16.4. The works are likely to be inspected Chief Technical Examiner of Govt. of India, Central Vigilance Commission from time to time. The Contractor shall attend all such inspections and rectify the defects and implement suggestions as will be given by Chief Technical Examiner.

3.17. HINDRANCE REGISTER

A hindrance register shall be maintained at site of work showing the reasons for delay for execution of items of work effected and the date on which the delay occurred, the date on which the delay was cleared and full reason thereof by the Contractor's authorised representative. These entries shall be counter signed by the Architect, and request for extension of time shall only thereafter be made to Indian Bank at his own expenses.

3.18. ADMINISTRATION OF THE CONTRACT

Architect will provide administration of the Contract as hereinafter described. Architect and the Project Engineer(s) will be Indian Bank representatives for the complete execution of the works Covered under this Contract and until final Completion of the project and settlement of final accounts & will have

authority to act on their behalf to the extent provided for in the Contract. Instructions of the Indian Bank/Architect to the Contractor shall be forwarded to the Contractor through the Architect.

- 3.18.1. The Architect will determine on behalf of The Indian Bank, Bangalore, if the work is being performed in accordance with the Contract documents. The Architect/ Indian Bank will have the authority to reject the Contractor's work which does not conform to the Contract documents and the authority to reject the Contractor's work which does not conform to the. Contract documents and to request necessary inspection and testing. The Contractor shall be required to remove the defects and materials and nothing extra shall be payable to the Contractor on this account.
- 3.18.2. A Site Order Book shall be maintained by the Contractor on Site wherein all instructions from the Architect or Site in Charge shall be recorded.
- 3.18.3. The Architect and the Project Engineer(s) and any other person authorized by Indian Bank shall at all reasonable times have free access to the work and/or to the Workshops, factories or other work related places and also to any place where the materials are stored, tested or from which they are being obtained.
- 3.18.4. The Contractor shall give every facility to the Architect and/or their representatives necessary for inspection, examination and test of the materials and workmanship. If the work is to be done at a place other than the site of the work, the Contractor shall obtain the written permission of the Architect for doing so.
- 3.18.5. Except the representative of the Public authorities, any person not connected with the Project and any other/unauthorised person, shall not be allowed on the site at any time without the written permission of the Architect/ The Indian Bank, Bangalore.
- 3.18.6. The Architect and his Consultants, if any, will visit the site at intervals appropriate to the stage of construction and warranted by the Construction schedule to familiarise themselves with the quality of the work and to determine in general if the work is proceeding in accordance with the drawings and specifications.
- 3.18.7. Neither the Architect nor the Indian Bank officials will be responsible for the acts, omissions or performance of the Contractor, it being expressly understood that neither the presence nor the absence of the. Architect on the job shall relieve any Contractor from responsibility for compliance neither with Contract Documents, nor from responsibility for removal and replacement of work not in accordance therewith.

- 3.18.8. The Architect will check and monitor the schedule prepared by the Contractor and Co-ordinate the work of all the Contractors on the Project including their use of the site. The Architect will keep the Contractor informed of the over all Project Management Schedule to enable the Contractor to plan and perform the work properly.
- 3.18.9. The Architect's decision in respect of the quality of work and interpretation of schedule of work and details will be final and binding. Whenever it is Considered necessary or advisable, the Architect will have authority to require special inspection or testing of the work whether or not such work is then fabricated, installed or Completed.
- 3.18.10. Architect in Co-ordination with Indian Bank shall be the interpreter of the requirements of the Contract Documents and he will judge the performance there under of the Contractor.
- 3.18.11. The Contractor shall prepare and submit to the Architect Comprehensive lists of the manufacturer's products proposed for the Project. Such lists shall include all information on materials, equipment and fixture as may be required for the preliminary approval of the Architect/Project Engineer.
- 3.18.12. Materials to be incorporated in the work shall Conform to latest relevant BIS marked goods where manufactured. No materials shall be brought by the Contractor to site unless samples are approved by the Architect/Project Engineer.
- 3.18.13. The Contractor shall submit three copies of all Product Data and samples to the Architect who will review and co-ordinate them with information Contained in related documents and transmit his approval/comments.
- 3.18.14. The Contractor's representative on site will record the measurement of works carried out by the Contractor in proper measurement books, preferably jointly with the Site in charge, whenever possible. The Architect shall keep the Measurement Books and Contractor may request for the same only for purpose of recording measurement.

3.19. LABOUR

- 3.19.1. The Contractor shall obtain valid license under the Contract Labour (R&B) act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 before the commencement of the work as required and continue to have a valid license until the Completion of the work as

required. The Contractor shall also abide by the labour laws as applicable from time to time. Any failure to fulfil this requirement shall attract the provisions of this Contract arising out of the resultant non-execution of the work. No labour below the age of fifteen years shall be employed on the work.

3.19.2. PAYMENT OF MINIMUM WAGES: COMPLIANCE WITH THE ACTS

- a) The Contractor shall pay to labour employed by him either directly or through sub-Contractors, wages not less than minimum wages defined in the latest notification of Karnataka administration for labour employed in Construction or maintenance of roads or in building operations or as per the provisions of the Contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
- b) The Contractor shall notwithstanding the provisions of any Contract to the Contrary, cause to be paid fair wage to labour indirectly engaged in the work, including any labour by his sub contractors in Connection with the said work, as if the labour had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed in the works for performance of the Contractor's part of this agreement, the Contractor shall Comply with or cause to be complied with the Public Works Dept. Contractor's labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions form wages, recovery of wages not paid and deductions made unauthorised, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract labour (Regulation & Abolition Act) 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 wherever applicable, by their terms of the Contract or non-observance of the regulations.
- d) The Contractor shall Comply with the provisions of the payment of wages Act 1936, Minimum Wages Act 1948, Employed Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961 and the Contractor's Labour (Regulation & Abolition) Act 1970 or the modification thereof or any other law relating thereto and the rules made there under from time to time
- e) The Contractor shall indemnify Indian Bank against payments to be made under and for the observance of the laws aforesaid without prejudice to his right or claim indemnify from his sub-Contractors.

- f) The regulations aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract. The regulations aforesaid and all other regulations, Acts, Notifications references, etc. stated elsewhere herein shall be deemed to include their amendments, modifications, Corrections, agenda etc. made up to date and any breach thereof shall be deemed to be a breach of this Contract.

In respect of labour directly or indirectly employed in the work of the performance of the Contractor's part of this agreement, the Contractor shall at his own expenses arrange for the safety provisions and shall at his own expense provide for all facilities in Connection therewith. The Contractor shall not construct or permit to be constructed or make use of any form of permanent structures for the residential occupation and use of his workmen within the site.

3.19.3. STAFF

- 3.19.3.1. The Contractor shall furnish qualified, competent and adequate staff as necessary for the proper administration, Co-ordination, supervision and superintendence of the work, and for organising the timely procurement of all materials and equipment needed for the work, and shall keep an adequate force of skilled workmen on the job to Complete the work in accordance with all requirements of the Contract documents and the CPM network thus submitted.
- 3.19.3.2. The superintendent and key members of the Contractor's staff working on this project shall not be changed without the consent of the Architect. All replacements shall be subject to Architect's approval.
- 3.19.3.3. The Contractor shall on the request of the Architect immediately dismiss from the work any person employed thereon, who may in the opinion of the Architect be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the Architect.
- 3.19.4. **SUPERVISION:** The Contractor shall efficiently supervise his work using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect any error or omission which he may discover and shall subsequently proceed with the work in accordance with instructions from the Architect Concerning such error or omission. Directions given to any Contractor's superintendent for the project shall be binding as given to the Contractor.

3.19.5. **SITE OFFICE:** The Contractor shall provide at his own Cost simple watertight separate office accommodation at site for his site staff. The accommodation shall be sufficiently large to accommodate the Site in charge and other site staff and shall be suitably provided & furnished with writing tables, drawing board, chairs, steel almirahs, stools, drawers for drawings rack boards on walls for, displaying drawings and programmes, electric lights, fans etc., as required. A separate room of 15 sqm to accommodate the site staff of the Architect and Indian Bank should also be provided at the Cost of the Contractor.

3.19.6. Minimum requirements of technical staff: Unless otherwise stated, Contractor should note that irrespective of the fact whether the proprietor himself is a qualified engineer or not, he shall deploy the following staff in addition to the junior supervisory staff and foremen, who shall be present at site at all the times.

- 1) Graduate Engineer with minimum 3 year's experience - 1
- 2) Diploma Junior Engineer with at least 3 year's experience - 1

3.19.7. Presence of technical staff at site: The technical staff should be available at site constantly at all time throughout the Contract/extended duration of Contract to supervise the work and take instructions from the Architect/their representative, when the respective work is in progress.

3.20. HOURS OF WORK

Work shall normally be performed during regular working hours of minimum 8 hours a day. In the event of emergency or when required to complete the work in accordance with job schedule, work may be performed on night shifts, overtime, Sundays, holidays, when permission to do so has been obtained from the Architect. The Contractor will not be entitled to any Compensation for work performed outside of regular working hours.

3.21. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall be allowed admittance in the site on issuing notice to him to start the work. The Contractor shall immediately mobilise his staff, equipment, plant, tools and about the site.

3.21.1. The successful bidder, shall within 7 days of Communication of acceptance of tender prepare and submit to the Employer/Architect a detailed working integrated network programme for the execution of work including detailed chart for individual Components along with the calculation for net work analysis, all activities and event list & details of man power and equipment required for fulfilment of programme from start of work to Completion for the approval of the Architect, The programme chart shall also indicate the scheduling of samples, shop

drawing and approvals.

- i. Ancillary works should be so started that all such work is Completed before the specified over all Contractual period of Completion.
- ii. Any failure on the part of the Contractor to adhere to the Approved/agreed starting and Completion dates of the individual items mentioned in the chart shall entail application of 'Compensation For Delay' clause in whole or part at the discretion of the Architect/Indian Bank notwithstanding the overall period of Completion stated in the Contract.

The Contractor shall whenever required by the employer/architect also provide in writing for his information a general description of the arrangements & methods which the Contractor proposes to adopt for execution of the works.

3.21.2. Cash Flow Statement.

The Contractor shall within 7 days after the date of acceptance, provide to the Employer for his information a detailed cash flow estimate in stages as applicable of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at applicable intervals if required to do so by the Employer.

3.22. ASSIGNMENT AND SUBLETTING;

3.22.1. The whole of the work included in the Contract shall be executed by the Contractor, who shall not, directly or indirectly, transfer, assign or sublet the Contract or any part of share of interest therein nor shall he take a new partner without the written consent of the Indian Bank /Architect.

3.22.2. No subletting shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendent of the work during its progress.

3.23. SETTING OUT:

3.23.1. The Contractor shall provide all labour and setting out apparatus required to set out the works. He shall set out the work and shall be responsible for the true and perfect setting out of the same and for the Correctness of the positions, levels, dimensions and alignments of all parts thereof.

3.23.2. If any error shall arise at any stage during the progress of any part of the work due to inaccurate setting out, the Contractor shall rectify and amend such error at his own Cost, to the satisfaction of the Architect. The Contractor shall provide all the assistance and manpower as required by the Architect for checking the setting out of works.

3.24. SITE DRAINAGE AND PROTECTION OF TREES:

- 3.24.1. The Contractor shall remove all water, which may accumulate on the site during the progress of the works, or in foundation trenches and excavations from any source, other than unprecedented floods, to the satisfaction of the Architect and at the Contractor's expense.
- 3.24.2. All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall be at once carted away by the Contractor to some pit or place provided by him at his own Cost.
- 3.24.3. Trees designated by the Architect as shall be protected during the course of the work and earth level within one meter of each such tree shall not be changed. When necessary, such trees shall be protected by providing temporary fencing.

3.25. CONSTRUCTION PRACTICES AT SITE:

- 3.25.1. Standard of works and liquidated damages
Throughout the Construction period the Contractor shall protect the work and Indian Bank property, and the property of others, from damage, injury or loss arising from or in Connection with operations under the Contract. He shall make well any such damage, injury or loss at his own Cost.
- 3.25.2. The Contractor shall at all times provide and maintain adequate protection against weather so as to preserve the work, materials, equipment, installations and fixtures free from damage.
- 3.25.3. The Contractor shall use his best efforts to prevent dust or smoke from interfering with the normal activities of others.
- 3.25.4. The Contractor shall provide at the site First-Aid Box and medicines for minor injuries. All accidents and major injuries shall be immediately brought to notice of the Architect.

3.26. SAFETY CODE, LABOUR CAMPS, SANITARY ARRANGEMENTS

The Contractor shall follow the Safety Code and Model Rules for the Protection of Health and Sanitary Arrangements for Workers as prescribed by the CPWD as regards to Safety Code, first aid facilities, drinking water, washing facilities, latrines and urinals, provision of shelter during rest etc. The Contractor shall get the arrangement made by him for the above approved by the Architect. Contractor will provide helmets / safety belts to all the /supervisory staff and labour etc. on his own Cost. He will be solely responsible for any kind of mis-happening in the site.

3.27. OTHER CONTRACTORS ENGAGED BY INDIAN BANK.

3.27.1. Indian Bank through the Architect reserves the right to execute work not included in this Contract, which they may desire to have carried out by other Contractors or persons. The Contractor shall allow all reasonable facilities and the use of his scaffolding and plant for the execution of such work.

3.27.2. The Contractor shall not be required to provide any special plant or materials for the execution of such work except by special arrangements with the Architect or mutual agreement with the other Contractor/person. Such work shall be carried out in a manner so as not to impede the progress of the work included in the Contract and Contractor shall not be responsible for any damage or delay which may occur to or on account of such work.

3.28. INSPECTION AND APPROVAL:

3.28.1. All works requiring more than one process shall be subject to examination and approval at each process stage. The Contractor shall give due notice to the Architect when each process stage is ready for inspection. In default of such notice, the Architect shall be entitled to appraise the quality and the extent thereof. In the event of any dispute the decision of the Architect/Project Engineer thereof shall be final and binding.

3.28.2. No work shall be Covered up or put out of view without the approval; of the Architect and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be Covered up or put out of view and for examination of foundation preparations before permanent work is placed thereon.

3.28.3. The Contractor shall give due notice to the Architect whenever such work of foundation is ready for examination and the Architect, without unreasonable delay, shall examine and or measure such work or such foundations, unless he considers it unnecessary and advice the Contractor accordingly. In the event of failure of the Contractor to give such notice, he shall, if required by the Architect, incur such work at his own expense.

3.28.4. The Architect shall have powers at any time to inspect and examine any part of the work and the Contractor shall give such facilities as may be required for such inspection and examinations at his own Cost.

3.29. CONTRACTOR'S LIABILITY AND INSURANCE.

3.29.1. Throughout the Construction period, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage and to minimize the same to the greatest extent possible.

3.29.2. He shall be liable for any damage or loss that may happen to the

work or any part, thereof and to Indian Bank equipment and plant from any cause whatsoever and shall at his own Cost repair and make good the same so that at Completions of the work Indian Bank, equipment and plant shall be in good order-and condition and in -Conformity in every respect with the requirements of the Contract and instructions of the Architect.

- 3.29.3. The Contractor shall be responsible for all injury to the works or workmen, persons, animals and things for all damages to the structure and that may arise from carelessness, accident or any other cause whatsoever in any-way Connected with the carrying out of the Contract, or any sub Contractor, or any of these, or sub Contractors, employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way Connected with the carrying out of this Contract. The Contractor also will be responsible for any damage to the buildings whether immediately adjacent or otherwise, and any damage to the roads, streets, foot paths or ways as well as damages caused to the buildings and works forming the subject of these Contract by rain, wind or other inclemency of weather. The Contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of Compensation or damage Consequent upon such claim.

The Contractor shall obtain an all risk insurance policy for the workmen employed by him or by his sub-Contractor, from any Nationalised Insurance Company in the joint name of employer and Contractor. The original policy shall be deposited with the Bank and renewed from time to time during the currency of the Contract at the Cost and expenses of Contractor.

- 3.29.4. The Contractor shall fully indemnify Indian Bank and hold him harmless in respect of all losses, claims and any expense arising from such injuries or damage to any person any property whatsoever which may arise out of or in consequence of carrying out the Contract and against all claims, demands, proceedings, damages, Costs, charges and expenses whatsoever in respect of or in relation thereto.

- 3.29.5. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under the Contract, insure against any damage, loss or injury which may occur to any of the employees of Indian Bank, by or arising out of carrying out the Contract.

- 3.29.6. The Contractor shall at all times indemnify Indian Bank against all claims, damages and Compensation under the provision of Payment of

Wages Act 1834, Workmen's Compensation act 1923, Industrial Disputes Act 1947 and Maternity Benefit act 1961 and Contract Labour Regulation and Abolition act 1970 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workmen or other persons in or about the work., whether In the employment of the Contractor or not, save and except where such accident as injury has resulted from the act of Indian Bank, and/or his representatives.

- 3.29.7. The Contractor shall also indemnify Indian Bank against all Costs, charges, and expenses of any lawsuit, action or proceedings arising out of such accident or injury caused to the third parties and against all sum or sums, which may, with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or Compensation payable under the Workmen's Compensation Act 1923 or any modifications thereof or any other law relating thereto.
- 3.29.8. Immediately on signing of the Contract, but not later than 21 days from the date of issue of work order, the Contractor shall insure the work and keep them insured throughout the Contract period at his own Cost against loss or damage by fire and or earthquake with any Nationalised General Insurance Company in the joint names of Indian Bank and the Contractor shall deposit the original policy and receipt for the premium with Indian Bank within one month of the Date of commencement.
- 3.29.9. In the event of any fire and /or earthquake the Contractor shall as soon as the claim under the policy is settled or the work is reinstalled by the Insurance Office should they elect to do so, proceed with all due diligence with the Completion of the work in the same manner as though the fire and or earthquake had not occurred and on all respects under the same Conditions of the Contract. However, in case of rebuilding or reinstatement after fire and/or earthquake, the Contractor shall be entitled to such extension of time for Completion as the Architect/ Indian Bank may deem fit.
- 3.29.10. The aforesaid insurance policies shall not be cancelled till the Architect/ Indian Bank has agreed to their cancellation. The Contractor shall submit proof to the Architect from time to time that he has taken out all the insurance policies as stated above and has paid the necessary premium for keeping the policies alive till the virtual Completion of the work.
- 3.29.11. The Contractor shall-ensure that similar insurance policies are

taken out by his Sub-Contractors, if any, and shall be responsible for any claims or losses to Indian Bank resulting from their failure to obtain adequate insurance protection in Connection thereof. The Contractor shall produce or cause to produce by his Sub-Contractor, if any, the relevant policies and premium receipt as and when required by the Architect/ Indian Bank.

- 3.29.12. The Contractor shall take insurance policies in the joint names of Indian Bank and Contractor with Indian Bank as the first person insure against losses and damage by fire, storm, lightning, flood, earthquake, aerial objects, riot, civil commotion or malicious acts for the full value of all the work executed and all unfixed materials and goods intended for, delivered to, and placed on or adjacent to the works, but excluding temporary buildings, plant tools and equipment owned or hired by the Contractor or any sub-Contractor, and shall keep such works, materials and goods so insured until virtual Completion of the works.

3.30. FORECLOSURE OF CONTRACT IN FULL OR PART

- 3.30.1. If at any time after the award of work to the Contractor Indian Bank decides to abandon the work completely or reduce the scope of the work for any reason whatsoever and hence not require the whole or part of the work to be carried out, the Architect shall give notice in writing to that effect to the Contractor. The Contractor shall have no claim to any payment of Compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
- 3.30.2. The Contractor shall be paid at Contract rates full amount for works actually executed at site and, in addition, a reasonable amount as certified by Indian Bank in consultation with the Architect for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.
- 3.30.3. For any expenditure incurred on preliminary site work such as temporary access roads, site office, stores, workshops, casting yards, fabrication platforms and water storage tanks.
- 3.30.4. For materials taken over or to be taken over by Indian Bank, Bank shall pay to the Contractor Cost of such materials. The Cost shall however, take into account purchase price, Cost of transportation and deterioration or damage which may have been caused to materials while in the custody of the Contractor.
- 3.30.5. For Contractor's material not retained by Indian Bank reasonable Cost of transporting such materials from the Site to the Contractor's

permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no Cost of transportation shall be payable.

3.30.6. Indian Bank shall have the option to take over the Contractor's materials or any part thereof either brought to the site or which the Contractor is legally bound to take delivery from suppliers for incorporation in or incidental to the work, which the Contractor does not desire to retain.

3.30.7. If required by the Architect, the Contractor shall furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable to the Contractor under these circumstances.

3.31. DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR LIKE OPERATIONS:

3.31.1. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things Connected there which shall be at the risk of the Contractor until, the entire work has been handed over to Indian Bank to their satisfaction and certificate from it to that effect obtained by the Contractor.

3.31.2. Provided always that no Compensation shall be payable for any materials etc. not on the site of work for any tools and Plant, Machinery, scaffolding temporary buildings and other things not intended for the work. In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its Completion as is Considered reasonable by the Architect.

3.32. TERMINATION OF CONTRACT BY OWNER:

Indian Bank shall without prejudice to their right to proceed against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims or damage in respect of any breach of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for Completion has or has not elapsed by giving 7 days' notice in writing absolutely terminate the Contract in any of the following cases:

- i. If the Contractor having been given by the Architect a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper manpower shall omit to Comply with the requirements of such notice for a period of seven days thereafter or if the Contractor shall delay or suspend the execution of the work such that either in the judgement of the Architect (which shall be final and binding) he will be unable to secure Completion of the work by the date of Completion or he has already failed to Complete the work by the date.

- ii. If the Contractor being a Company shall pass resolution or the Court shall make an order that the Company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court of creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order
- iii. If the Contractor commits gross misconduct, or engages in dishonest and/or professional misbehaviour.
- iv. If the Contractor commits breach of any of the terms and Conditions of this Contract.
- v. Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution to be issued.
- vi. Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.
- vii. Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor thereunder.
- viii. Or if the Architect shall certify in writing to Indian Bank that the Contractor
 - a. has abandoned the Contract or
 - b. has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 days after receiving from the Architect written notice to proceed or
 - c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the work to be complete within the time agreed upon or
 - d. has failed to remove materials from site or pull down and replace work within seven days after receiving from the Architect written notice that the said materials or work were condemned and rejected by the Architect/ Indian Bank under these Conditions or
 - e. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have given to the Contractor requiring the Contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Architect's instructions to the Contrary sub-let any part of the Contract.

3.33. CHANGES IN CONTRACTOR'S CONSTITUTION:

- 3.33.1. Where the Contractor is a partnership firm, prior approval in writing from Indian Bank shall be obtained before any change is made in the Constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby under taken by the Contractor.

3.33.2. If prior approval as aforesaid is not obtained by the Contractor, the Contract shall be deemed to have been assigned in contravention of condition 3.32.(v) hereof and the same action may be taken and the same consequences _shall ensure as provided in the said condition 3.32.

3.33.3. In case the Contractor is a corporate entity, then Indian Bank shall have the right to terminate the agreement, if in the opinion of Indian Bank, there occurs or is likely to occur any changes in the share holding or management of the Contractor.

3.34. CANCELLATION OF CONTRACT DUE TO DEATH:

3.34.1. If the Contractor is an individual or a proprietary Concern and the individual or the proprietor dies, and if the Contractor is a partnership Concern and partner dies, then unless Indian Bank is satisfied that the legal representatives of the individual Contractor or of a proprietary Concern and in case of partnership Concern, the surviving partners are capable of carrying out and Completing the Contract satisfactorily and in time, Indian Bank shall be entitled to cancel the uncompleted part of the Contract without Indian Bank being in any way liable for payment of any Compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of cancellation of the Contract.

3.34.2. The decision of Indian Bank that the legal representatives of the deceased Contractor or the Surviving partner(s) of the Contractor's firm cannot carry out the complete the Contract satisfactorily and in time shall be final and binding on the parties. In the event of such cancellation, Indian Bank shall not hold the estate of the deceased Contractor and/or surviving partners) of the Contractor's firm liable to damages for not Completing the Contract.

3.35. VARIATIONS

3.35.1. The Architect / Indian Bank shall have power:

- a) To make alterations in, omissions from, additions to, or substitution for, the original specifications, schedule of work and instruct that may appear to him to be necessary or advisable during the progress of the work
- b) To omit a part of the work in case of non-availability of a portion of the Site or for any other reason whatsoever.
- c) The price of all such additional items/non tender items will be worked out on the basis of rates quoted for similar items in the Contract wherever existing or on engineering rate analysis based on prevailing fair price of labour, materials and other Components as required. The tender rates, shall hold good for any increase or decrease of tender

quantity during the currency of the Contract.

- 3.35.2. The Contractor shall be bound to carry out and Complete the Work in accordance with any instruction given to him in writing by the Architect/ Indian Bank and such alterations, omissions, additions and substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do shall be carried out by the Contractor on the same Conditions in all respects on which he agreed to do the original work. However, no work, which radically changes the original nature of the Contract, shall be ordered by the Architect/ Indian Bank as a deviation.
- 3.35.3. In the event of any deviation resulting in increase in the Cost over the Contract sum being ordered, the Time of Completion of the Work shall not be extended under normal circumstances. However, if the deviation is ordered at a stage, or results in additional Cost, which in the opinion of the Architect justifies any extension of time, it may be granted by the owner at the request of the Contractor, the decision of Indian Bank will be final and binding.

3.36. EXTRA ITEMS, VARIATIONS, THEIR VALUATION AND CLAIMS

Any item of work whose rate is not quoted in the tender, or any variation of the specification done on written request by the Architect/Project Engineer, shall be paid on the basis of a rate analysis with- the Contractor's profit inclusive of all overheads as 15% but exclusive all related taxes.

3.37. CERTIFICATE OF VIRTUAL COMPLETION

3.37.1. When the work is Completed as required by this Contract, the Contractor shall give notice of such Completion to the Architect. Within 30 days of receipt of such notice, the Architect shall inspect the work and the Indian Bank on recommendation from the Architect and after obtaining approval from their Competent Authority shall furnish the Contractor:

- a. defects that remain to be rectified by the Contractor
- b. items for which payment shall be made at reduced rates
- c. Balance of work, if any, to be done by the Contractor.

After Completion of the balance work/rectification of the defects pointed out, architects will issue virtual Completion certificate after verification of the work to their satisfaction.

- 3.37.2. No certificate of virtual Completion shall be issued, nor shall the work be Considered to be Completed till the Contractor has removed from the premises on which the work has been executed all scaffoldings, sheds and surplus materials, (except such as required for rectification of defects) rubbish and all huts and sanitary arrangements required for his workers on Site in Connection with the execution of the work.

3.37.3. The Contractor shall have cleaned floors, gutters and drains, eased doors and windows, oiled locks and fastenings, labelled keys handed them over to Indian Bank and made the whole Complex functional for immediate occupation or use to the satisfaction of the Architect/ The Indian Bank, Bangalore.

3.37.4. The works shall not be Considered as virtually Completed unless Indian Bank has certified in writing that they have accepted the Completed work. The Defect Liability Period as mentioned in clause 3.39 below shall commence from the date of issuing of virtual Completion certificate, by Indian Bank or their authorised persons.

3.37.5. Indian Bank shall issue a final Completion certificate on satisfactory Completion of the Defect liability period.

3.38. DELAY, COMPENSATION FOR DELAY AND EXTENSION OF TIME:

3.38.1. Time is the essence of the Contract and the Contractor shall Complete the Work in all respects as per the Contract within the date/period of Completion specified.

3.38.2. On receipt of the recommendation from the Architect if in the opinion of Indian Bank whose decision shall be final, conclusive and binding, the work is delayed on account of valid reasons not within the control of the Contractor, Indian Bank shall make a fair and reasonable Extension of Time for Completion of the Contract. The Contractor shall not make any claim for Compensation or damage in relation thereto.

3.39. DEFECT LIABILITY PERIOD

3.39.1. The Defect Liability-period shall commence from the date of virtual Completion as mentioned in the Certificate of Virtual Completion issue by Indian Bank. The duration of the Defects Liability Period shall be 12 months after the date of issue of virtual Completion certificate to the Contractor. Warranty period for waterproofing work / anti termite treatment work shall be 10 years.

3.39.2. The Contractor shall be responsible to make good and remedy at his own expenses any defect, breakage, shrinkage, settlements, or other faults, which may appear within the Defects Liability Period arising in the opinion of the Architect who shall be the final authority.

For material and workmanship not in accordance with the Contract, upon the directions in writing of the Architect and within such reasonable time specified therein, the Contractor shall amend and make good these at his own Cost to the satisfaction of the Architect/Owner

3.39.3. In case of failure, the Contractor to attend the defective works after reasonable time of 15 days to the satisfaction of Bank, Bank may in consultation with Architect get the defect rectified through any other

agency and deduct such amount spent for the rectification work from the retention money held against the work.

3.40. VALUATION AND PAYMENT

3.40.1. Measurement records

The Architect will measure the work and keep record as under:

- i. All alterations, additions and or omission ordered on the Contractor by the Architect with prior approval of Indian Bank in the kind or quality and actually executed, to determine the financial liability for payment/recovery.
- ii. All such items of variation including changes in items under measurable schedules and other variations ordered shall be recorded in measurement books in duplicate aided by diagrams and sketches as required. These entries will be jointly signed by the Contractor/his agent and the Architect, and check-measured by the Project/Bank's Engineer. The Measurement Books will be in the custody of the Architect, which may be loaned out against proper receipt to the Contractor for the purpose of record measurement only. All entries not signed as mentioned above shall not be Considered for payment towards works executed.

3.40.2. Mode of measurement: The measurement of works carried out by the Contractor shall be taken in accordance with procedure set forth in the Specifications, notwithstanding any provision in the relevant-standard Method of Measurement. In case of items not Covered by the Schedule of Quantities/Specifications, measurements shall be taken in accordance with the relevant BIS Mode of Measurement.

3.40.3. Measurement of works: The Architect may advise the Contractor that they require the work to be measured as per stages mentioned in the bar chart submitted and Contractor shall forthwith attempt or send a qualified representative to assist the Architect in taking such measurements and calculations and shall furnish all particulars or give all assistance required at no extra Cost.

- a) Should the Contractor not attend or neglect or omit to send such representative then the measurements taken by the Architect shall be taken to be Correct measurements of the work and the Contractor shall not be liable for any claim arising there from.
- b) The Contractor's representative may note joint measurements along with the Architect's representative.
- c) All authorized extra work, omissions and all variations made without the Architect's knowledge, if subsequently, sanctioned by him after approval of Indian Bank in writing shall be included in such measurements.
- d) On Completion of measurements of certain work up to a particular stage, these shall be signed and dated by both the Architect,

Contractor and check measured by the Project Engineer as a token of their acceptance. If the Contractor objects to any of the measurements recorded by the Architects/Project Engineer, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by Architect, Contractor and Project Engineer

3.40.4. Billing: The Contractor shall submit the bills at stages and payment shall be made as per terms in 3.40 above.

3.40.5. Period of honouring interim bills and Payment procedure: The Contractor shall raise the bills on to Indian Bank and forward the same to the Chief Manager, Indian Bank, through the Architects and the Project engineer after deductions applicable.

3.40.6. All the bills should be prepared by the Contractor in the form prescribed by the Bank/Architect. Normally one interim bill shall be prepared in each month subject to minimum value of ₹ 25 lakh for interim certificate. The bills in proper forms must be duly accompanied by detailed measurement in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The Bank/Architect shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Bank and the Contractor shall entitle for payment thereof. In case of delay due to some reasons in the processing of such bills for payment, and adopt advance of 75% of the bill amount may be paid on request of the Contractor for smooth progress of the work. While settling the bill, retention money and income tax at source as per the provisions of agreement will be deducted.

3.41. ARBITRATION AND LAWS

3.41.1. All the disputes and differences of any kind whatsoever which shall at any time arise between the Contractor and the Bank here to touching or Concerning the works or execution or maintenance thereof of this Contract or the rights touching or Concerning the works or execution of maintenance thereof of this Contract, whether during or after determination for closure or branch of Contract shall after written notice by either party to the Contract to the either of them or to the Bank hereinafter mentioned the referred for adjudication and sole arbitrator to be appointed as here in after provided. For the purpose of appointing the sole arbitrator referred to above, the Bank will send within 30 days of receipt of the notice to the Contractor a panel of 3 names or person who shall be presently unconnected with the Bank.

The Contractor shall on receipt of the names as aforesaid, select anyone of the persons named to be appointed as a sole arbitrator and

communicate his name to the Bank within 30 days of receipt of the names. Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified the competent Authority of the Bank shall make the selection and appoint the selected person as sole arbitrator.

If the arbitrator so appointed is unable or unwilling to act or resign is appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

3.41.2. Proceedings

- a) The arbitrator may open up, review and revise any certificate, opinion, decision, requisition or notice, save in matters with respect to which the decision of the Architect/ to Indian Bank is by the Contract expressed to be final and may determine all matters in dispute which shall be submitted to him/them of which notice have been given as aforesaid.
- b) The provisions of the Arbitration Act 1940, or any statutory modification or re-encashment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clauses.
- c) The venue of the Arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearings.
- d) The Arbitrator shall give a separate award in respect to each dispute or difference referred to him. The award of the Arbitrator shall be final, 'conclusive and binding on all the parties to this Contract.
- e) It is expressly agreeing to by and between the parties that the arbitration proceedings shall be held in Bangalore and only Bangalore courts shall have jurisdiction.

3.41.3. Work and payment during arbitration

- a) The work under the Contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings except for items under dispute.
- b) The Contractor shall proceed with the work with all due diligence and no award of the Arbitrator, Arbitrators or the Umpire shall relieve the Contractor of his obligations under the Contract. Contractor shall adhere strictly to the Architect's instructions with regard to actual carrying out the work.

3.41.4. Law governing the Contract

This Contract shall be governed by the Indian Laws of the time being in force.

3.41.5. Jurisdiction of Court of law

Any dispute remaining beyond arbitration shall be referred to a Court of law in Bangalore only.

3.42. TOTAL SECURITY DEPOSIT

The Total security deposit on the Contract is calculated as under

1. 10 % on the Cost of work

This Total security deposit comprise of the following

1. Earnest Money Deposit
2. Initial Security Deposit
3. Retention Money

3.43. RETENTION AMOUNT

The owner while settling the running/final bill will deduct retention money from each bill. This retention money will be refunded after the defect liability period of one year as detailed below.

- 3.43.1. The retention percentage (i.e. deduction from interim bill) shall be 8% of the gross value of each interim bill.
- 3.43.2. The maximum amount of retention money shall be the balance amount of the Total security deposit.
- 3.43.3. 50% of the retention amount is refunded to the Contractor on Completion subject to the following
 1. Issue of virtual Completion certificate by the Architect/Premises Department
 2. Contractor removal of his material, equipment, labour force, temporary sheds/stores etc. from the site. (Excepting for a small presence required if any for the defect liability period and approved by the Bank).
- 3.43.4. The remaining 50% of the amount may be refunded 14 days after the end of defect liability period provided he has satisfactorily carried out all the works and attend to all defects in accordance with the Conditions of the Contract, including site clearance.
- 3.43.5.** The retention amount can be kept with the Bank in the form of a Bank Guarantee.

3.44. EARNEST MONEY DEPOSIT

The Contractor is required to deposit an EMD amounting to Rs.1.00 lakh in the form of DD/PO from any Schedule Bank. Any tender without EMD as mentioned above will be rejected.

3.45. INITIAL SECURITY DEPOSIT

- 3.45.1. The amount of initial security deposit shall be 2% of the accepted value of the accepted value of the tender including the Earnest Money Deposit.
- 3.45.2. The Initial Security Deposit is to be paid by the Contract to the Bank

within 14 (fourteen) days of intimation to him of the acceptance of his tender. Bank Guarantee of like amount from any Scheduled Bank other than the clientele Bank may be also accepted in lieu of Cash Deposit.

DATE:

SEAL & SIGNATURE OF THE BIDDER

TENDER SPECIFICATIONS

CONSULTANTS
DESIGN CELL
#24, 4TH MAIN, 9TH B CROSS,
DEVERAKERE EXTN.,
NEXT TO ISRO LAYOUT,
BANGALORE-560078.
PH: 080-26666713.
EMAIL: dezzcel@gmail.Com

1. ANTI-TERMITE TREATMENT

GENERAL:

All materials supplied by the Contractor shall Conform to their respective Indian Standard Codes and shall be from reputed manufacturers.

The Contractor shall furnish test certificates for materials and obtain the approval of the Engineer in charge/Architect prior to the use of such materials in the works.

The specification establishes the materials and method of accomplishing anti-termite treatment of soil or as directed by engineer in charge/Architect for protection of buildings against attack by subterranean termites with the usage of chemical emulsions in accordance with the usage of chemical emulsions in accordance with the procedure laid down.

MATERIALS:

Emulsifiable Concentrates of Aldrin (0.5%)/Heptachlor (0.5%)/Chlordane (1%), Conforming to IS 1307/6439/2682 respectively in water emulsions shall be used for treatment of soil.

TREATMENT PROCEDURE:

The treatment shall be carried out by an approved agency specialised in the field. Apart from this specification, the work shall be carried out in Compliance with IS: 6313

Prior to start chemical treatment, area(s) shall be made free from, stumps, timber off cuts, levelling pegs, roots of plants/trees etc. Before commencement of anti-termite treatment 12mm dia holes shall be drilled out side the external wall, between junction of wall and plinth protection at minimum 300mm internal and with chemical concentrate and filled by hand operated pressure pump until refused.

Payment for anti termite treatment shall be made on square meter basis only. The rates shall include supplying all materials, spray pumps, tools and tackles, other accessories, labour, site preparation, rodding, tamping, mixing, spraying the specified.

The Anti termite treatment shall carry 10 years guaranteed period and the Contractor shall use adequate amount of chemicals as required to sustain the 10 years guarantee.

2. PLASTERING AND POINTING

CEMENT PLASTERING:

Rate:

Rate for cement plaster shall include materials such as cement, sand, water, scaffolding, water proofing chemicals are specified etc.

Materials:

Cement shall be fresh and sand shall be medium quality, cleaned, free from organic matter or salts. All the materials including water shall be of standard specification.

Preparation of Mortar:

Materials shall be at first mixed dry thoroughly till uniform in colour in the required proportion and then shall be mixed wet adding water slowly and gradually for at least four times to give a uniform paste. So much material shall be prepared at a time as can be used within the initial setting time. Further approved water proofing compound such as FOSROC make or equivalent make etc as per manufacturers instruction and as directed by the Architect at Correct proportions shall be used.

Preparation of Surface:

The surface of the wall shall be brushed, cleaned, washed, watered and wetted with water before plastering. In case of lime plaster on cement concrete the face shall be lightly roughened, cleaned, washed and wetted. To ensure uniform thickness of plaster as specified, narrow strips of about 10cm wide plaster shall be applied at a distance of 1m centres and the gaps between such strips shall immediately be filled up with mortar.

Laying:

Plastering shall be started from the top and worked towards the ground. The whole surface shall be made flush with wooden straight edges and rubbed thoroughly with wooden floats to ensure an even surface. Rounding of corners if desired by the engineer in charge shall be carried out in one operation.

Curing

Plastered surface shall be kept wet by sprinkling water after 12 hrs. for at least 7 days and shall be protected from rain or storm.

3. GRANITE FLOORING AND SKIRTING

Granite stone slab of specified thickness and type mentioned in the item and of the colour and quality approved by Bank/Architect shall be used. Slab shall be hard, dense, uniform and homogeneous in texture. They shall have even crystallized grains and be free from defects and cracks. The surface shall be mirror polished to an even and perfectly plain surface and edge machine cut, and as per size. No slab thinner than the specified thickness shall be used. A few specimens of approved finished slabs shall be deposited by the Contractor in the Architect office for approval before used in the work. The slab shall be laid to the pattern shown or as directed by the Architect. The surface on which the granite slabs are to be laid, shall be cleaned of all dust and saturated with water. The granite shall be set in cement slurry over cement mortar bedding on specified and tapped with wooden mallet. The joints shall not exceed 1mm in thickness and shall be grouted/flushed with white cement mixed with pigment of suitable colour, if required to match the shade/colour of slabs and cured for 10 days.

4. VITRIFIED TILE FLOORING:

Surface preparation : The surface should be level, plumb, and rough. The surface should be allowed to settle for at least 72 hours. The surface should be free of water leakage or drainage pipes.

Mortar mixture :The mortar mixture should be a ratio of 1:3 cement to sand for interior applications and 1:4 for exterior applications. The mortar should be thick and made by mixing water and cement.

Tile application:Apply the mortar to the wall with a notched trowel. Place the tile on the mortar, making sure to leave a gap of 5–15 mm between tiles. Use a rubber mallet to tap the tile into place. Use a spirit level to check the alignment of the tiles.

Grouting : Fill the joints with a white or matching color cement slurry. Wipe off excess grout with a damp sponge after 15 minutes. Polish the tiles with a soft, dry cloth.

5. ANTI-SKID CERAMIC TILES FLOORING

Clean the concrete floor properly and prep it before you install the tiles. If need be, hack the concrete using the hammer to make the surface rough. If there are any gaps or holes, fill them using cement. Ensure that before installing tiles, wet the concrete using water and let it stay for at least 24 hours. In case, any space dries out, wet it again. If excess, sponge the excess water. To make the floor levelled before laying the tiles, use level pads. Mark the dedicated 800 mm space from floor to tiles as suggested and mark the same at different

places in the entire room. Ensure that the distance between the level pads and markings should be 800 mm and place level pads at different places to maintain the uniformity.

Start by straining sand from stones and other dust particles. Mix the cement with strained sand using a 1:6 ratio respectively. For instance, for one bucket of cement, you will add 6 buckets of sand. Add water and mix them nicely. Remember, prepare the cement mix as per the needs that will last for an hour. Do not make them in excess. Now, spread the mixture on the concrete floor and level them using a wooden pellet. The thickness of the laid cement mixture should not exceed more than 20-30 mm. Use the cement mixer in quantities and space which will allow smooth installation of tiles. Using the spirit leveller, check different spaces to see if they are levelled properly. Now that the prep to lay tiles is over, now let's have a look at how the tiles are installed. Measure 1200 mm from the wall and mark using a line dori. The distance between the wall and the opposite line should be 600 mm. The angle of both lines should be 90 degrees. Now, lay the tiles but before laying them hack the cement in proportion. Now lay the cement mixture from one area at a time. Mind the arrow at the back of the tile and install accordingly. Place the tile in tandem with the layout line. Use a rubber hammer after placing the tile to remove air bubbles. Check the tile alignment using spirit leveller. Place the second tile in the same manner, however, add a 3 mm spacer between the two. Keep cleaning the tiles of the cement marks over the tiles as when you lay them. Otherwise, it will be a task cleaning them once the cement dries out. Once all the tiles are laid, clean them and leave them be for at least 24 hours. Ensure that during this resting time, there is no pressure on the tiles and place a cover over them. Add 75 mm skirting at the ends of the tiles. Use the cement on the tile and add them to the skirting. Keep checking the skirting alignment.

Tile Joint Filling : Before filling the grout, remove the spacers and clean the tile joints . Mix water into the grout and make a thick paste. Now, fill the joints and 30-45 minutes after grouting is completed, use clean water and rubber to clean the joints. After 24 hours, use soap water to clean the area. Cover the tiles with a protective cover. **Points To Note:** Segregate tiles as per batch numbers. Use broken tiles as cut pieces. Check the corners of the tiles before installing Prep the concrete flooring before tiling . Install tiles keeping the arrow mark behind them in mind. Check the levelling using a spirit leveler. Always use spacers. Use adhesive paste abiding by the manufacturer's guide. Clean the tiles as you go while laying epoxy grout. Leave the floor for at least 24 hours.

6. CERAMIC TILES DADOING

Make the wall surface rough by the process of hacking. Clean the wall to remove any dirt or cement. Wet the wall with clean water 24 hours before installation. Also, make sure the wall is wet right before the installation so that the wall doesn't soak the mixed water. Use the spirit leveller to level the wall. Make a paste of cement and water with a 1:1 consistency. For example 1 little water for 1kg cement. To install the tiles, we need to support them. Use a wooden log to provide the support. Make sure to check the accuracy of the log with the help of a spirit leveller. Sprinkle water on the wall to make it wet. Soak the tiles in water for 30 minutes before installing them on the wall. . Every tile has an arrow marking on its back. Make sure while installing the tiles, the arrows of all the tiles are in the same direction. Start applying the cement paste on the back of the tile. Place a spacer between the tiles. This will make sure the tiles are placed at the same distance. Also, keep wiping the tiles while putting them up so that there is no cement residue left on them. Use the spirit leveller to make sure the tiles are at the same level. Remove the spacers and clean the tile joints and tiles. Make a thick paste of cement and water. Now fill in the joints with the cement mix using an iron plate. Make sure you use an ample amount of the mix to fill the joints. Clean the joints using a sponge and water after 30 minutes. After 24 hours, clean the joints again using soapy water. And then wipe it off with a dry cloth. Use silicone sealant on the edges of the walls.

7. WATER PROOF CEMENT PAINT:

Rate:

The rate shall include all labour, materials, equipment and tools, for carrying out the working including Cost of scaffolding.

Preparation of Paint:

Water proof cement paint of "super snowcem" or approved equivalent make shall be mixed with water and stirred to obtain a thick paste, which shall then be diluted to brushable consistency.

Application of Paint:

The surfaces treated with minimum two coats of waterproof cement paint. Not less than 24 hours shall be allowed between two coats and the subsequent coats shall be applied only after the preceding coat has become hard.

Curing:

Curing shall be started after the paint has hardened by sprinkling with water two or three times a day.

8. SPECIFICATION FOR WATER PROOFING WORKS

1. All WATER PROOFING work shall be got executed from specified agency or as approved by Architect as per specifications under the overall supervision of the main Contractor. Rates quoted by the main Contractor shall include for the water proofing treatment by approved water proofing agency with all over heads and profits.
3. Water proofing shall be required to be done at Terrace/toilets/kitchen or as instructed by Architect:

MODE OF MEASUREMENT: Flat area Covered between inside of the parapet wall shall be measured. To this the area of the vertical surface treatment calculated by taking the inside per meter of the parapet and the height of treatment over parapet wall measured from finished horizontal treatment shall be added. In case the treatment is continued over the horizontal portion of the parapet on top, the same shall also be added to the areas calculated as above.

4, Main Building Contractor shall obtain a guarantee for a period of 10 years for all the water proofing treatments from approved waterproofing Contractor and shall be jointly responsible for any defects noticed in the work during the above period. Rate quoted shall include for the same. **Retention money of 10% of total work completed in this regard would be deducted from the bill and release of the same would be in stages i.e. @2% every two years after virtual completion of work.**

5. All waterproofing work shall be guaranteed for Ten years in approved proforma provided elsewhere in the Tender document, acceptable to the Employer, on a stamp paper of required denomination. This guarantee will be given by approved waterproofing Contractor directly to Indian Bank and countersigned by the main Contractor and furnished to Indian Bank as soon as the work is virtually Completed and before the final bill is settled.

6. Although the waterproofing work is guaranteed by the approved waterproofing Contractor for ten years, the main building Contractor shall be responsible if at any time during the defects liability period, the surfaces treated for waterproofing show leaks, wet patches, dampness or the waterproofing given way to the influence either due to the inadequacy of the work carried out or used or for any other reason whatsoever relating to materials, workmanship etc., and shall be liable, without any extra Cost and inconvenience to the Employer or the occupants, to

carry out the necessary remedial measured as and when required during defects liability period.

APPROVED MAKE OF MATERIALS

CIVIL:

| SL NO | DESCRIPTION | APPROVED MAKE |
|--------------|---|---|
| 1 | Steel | SAIL / Tata Steel / Vizag |
| 2 | Cement | ULTRA TECH / A.C.C / ZUARI /BIRLA SUPER |
| 3 | Random Rubble | Black colour |
| 4 | River sand/M sand as per Is standards | Medium gravel |
| 5 | Broken stone for R.C.C | Black colour and 20mm size |
| 6 | Broken stone for P.C.C | Black colour and 40mm size |
| 7 | Water proof compound | Fosroc/Dr.fixit |
| 9 | Brick | Wire cut with 23x10x9(size) |
| 10 | Jally work | Terracotta blocks (Kanichayees) |
| 11 | Vitrified tiles | Johnson / Kajaria / Nitco / RAK |
| 12 | Wall tiles | Johnson / Kajaria / Nitco / Somany |
| 13 | Griped Floor tiles Ceramic tiles | Johnson / Kajaria / Nitco / Somany |
| 14 | Ceramic exterior grade Parking /Yard tile | Johnson / Kajaria / Nitco / Somany |
| 15 | Exterior Cement tiles | Eurocon/Ultratek |
| 16 | Granite slab | Jetblack |
| 17 | White cement | Birla super |
| 18 | Aluminium | Jindal /Indal |
| 19 | Pest control treatment | Tata fen penvalerate 20% EC |
| 20 | Roof tiles | Mangalore Pattern tiles |
| 21 | Wood | Burma teak Wood |
| 22 | Ply wood | Marine grade |
| 23 | Glass | Saint Gobain /Modi guard/ Ashai Flot |
| 24 | Emulsion/Distemper | Berger / Asian paints/ICI |
| 25 | Metal primer | Zin-chromite primer |
| 26 | Wall primer | Berger / Asian paints / ICI |
| 27 | Enamel | Berger / Asian paints / ICI |
| 28 | Exterior Paint | Berger / Asian paints / ICI |

SANITARY & WATER SUPPLY :

| SL NO | DESCRIPTION | APPROVED MAKE |
|--------------|---|---------------------------------------|
| 1 | SWR PIPES & FITTINGS OF 4KG/10KG FOR SANITARY/RAIN WATER PIPELINE (only UPVC) | SUPREME / FINOLEX / ASTRAL / PRINCE |
| 2 | BLUE PIPE | ASHIRWAD / ORIPLAST / NANDI |
| 3 | CPVC PIPES FOR WATER PIPELINE | SUPREME / ASHIRWAD / FINOLEX / ASTRAL |
| 4 | SANITARY FIXTURES | HIND WARE / PARRY WARE / CERA |
| 5 | BATH FITTINGS | JAQUAR / ESS ESS / CERA |
| 6 | PUMP | KIRLOSKAR / GRUNDFOS / SUGUNA |
| 7 | TOILET ACCESSORIES | PARRY WARE / CERA / HIND WARE |
| 8 | WATER PROOFING MATERIAL | DR.FIXIT / FOSROC |

CARPENTRY / WOOD WORKS:

| SL NO | DESCRIPTION | APPROVED MAKE |
|--------------|------------------------------|--|
| 1 | PLYWOOD | Greenply / Century / Hunsur |
| 2 | LAMINATES | Formica / Greenlam / Century / Decolam |
| 3 | veneers | Greenply / Euro / Durian / Hunsur |
| 4 | BINDING MATERIALS | Fevicol / Araldite / jivanjhod |
| 5 | HARDWARE: LOCKS , CHANNELS | Godrej / Earlbihari / Dorset |
| 6 | KEY BOARDS CHANNELS | Earl Bihari |
| 7 | HANDLES, FITTINGS | Kircheff / Dorset / Hatrdwin / Kich |
| 8 | KNOBS | Kircheff / Doorset / Hatrdwin / Kich |
| 9 | GLASS wave free float glass | Float / Saint Gobian / Modi Guard |
| 10 | VERTICAL BLINDS | Vista levlor / Mac / Marc: |
| 11 | LAPPAM | Altek / Birla |
| 12 | PAINTS | Asian / Berger / ICI / Jenson & Nicholson |
| 13 | DOOR CLOSERS / FLOOR SPRINGS | Hardwin / Everite / Dorma / Efficient Gadgets |
| 14 | GYPSON BOARDS | Indian Gypsum / Boral / Lafarge |
| 15 | GRID CEILINGS | Armstrong / Nittobo / Insula (Minwool Rock Fibres Ltd) |
| 16 | PRELAMINATED SHEETS | Novopan / Egwood |
| 17 | PVC FLOORS | Armstrong / Wonder Floor / Bhor Vinyl / Tusker / Carara / LG |
| 18 | SCREWS | GKW / Nettlefold |
| 19 | PRIMERS | Berger / Asian Paints / ICI / Wooderite |
| 20 | MELAMINE POLISH | ICI / Asian |
| 21 | CORNICES | Boral / India Gypsum. |
| 22 | MDF BOARD | NUWUD |
| 23 | PATCH FITTING | DORMA |

ELECTRICAL WORKS:

| SL NO | DESCRIPTION | APPROVED MAKE |
|--------------|--|--|
| 1 | Cables (ISI mark 1100 V Grade) | Finolex / CCI / Skytone |
| 2 | Wiring (1100V grade ISI FRLS) | Finolex / Polycab / Havells |
| 3 | M.S. Conduit – (ISI make) | BEC / AKG / NIC |
| 4 | Cabling, capping & accessories | Precision / Modi / Asian |
| 5 | Trunkings | Precision / Modi |
| 6 | P.V.C conduits | AKG / Setia |
| 7 | MCB, MCCB, D.B, ELCB | MDS / Havells / Indo Asian |
| 8 | Switches, sockets, plates | Legrand / Crabtree / MK Modular / North West |
| 9 | Electrical fixtures, LED light fixture | Philips / Crompton/ Wipro |
| 10 | Fan & Exhaust fans | Crompton / Bajaj / Usha |
| 11 | Brass Cable glands | Siemens / Havells |
| 12 | Telephone wires | Delton / Finolex |
| 13 | Selector switch & indication Light | Kaycee / Siemens / L&T |
| 14 | Distribution Boards Double Door | HAVELLS / MDS |