

INDIAN BANK
CIRCLE OFFICE
LUCKNOW

TENDER DOCUMENT
FOR
FURNISHING, ELECTRICAL AND DATA CABLING WORKS FOR INDIAN
BANK , Munshiganj branch

Architects:

M/s Gunjan & Associates
3/55, Vipul Khand,
Gomti Nagar, Lucknow.
Phone: (0522) 2303118.
Mob. 9838818489.
E-Mail: arunjan@yahoo.com

1. Notice inviting tender
2. Instructions to bidders
3. Format of the form for bidders (to be submitted as covering with the bid)
4. Conditions of contract
5. Important tender conditions
6. Technical specifications
7. List of approved materials & make of items
8. Bill of quantities
9. Drawings

1.0 Notice inviting tender

**INDIAN BANK
CIRCLE OFFICE.**

**THE BIDDER SHOULD REFER TO ADDITIONAL SPECIFICATION,
COLOR SCHEMES, ETC. GIVEN BY THE BANK AS ATTACHED WITH THE TENDER**

- | | | |
|------|--|---|
| 1.1 | EMPLOYER/OWNER | Indian Bank Zonal Office Lucknow,U.P. |
| 1.2 | NAME OF WORK | Furnishing, Electrical, data cabling and
works for Indian Bank Munshiganj branch |
| 1.3 | PERIOD OF AVAILABILITY
BIDDING DOCUMENT | 14.06.2014 to 19.06.2014 FOR |
| 1.4 | PLACE OF AILABILITY OF
BIDDING DOCUMENTS | M/s Gunjan & Associates

3/55, Vipul Khand,
Gomti Nagar, Lucknow.
Phone: (0522) 2303118.
Mob. 9838818489 |
| 1.5 | LAST DATE, TIME & PLACE
FOR RECEIPT OF BIDS | 20.06.2014 at 15:00 Hrs. at Zonal Office
Lucknow |
| 1.6 | TIME & DATE OF OPENING OF
BIDS | 20.06..2014 at 17.:00 hrs. |
| 1.7 | PLACE OF OPENING OF BIDS | Indian Bank, Zonal Office
Lucknow,U.P. |
| 1.8 | OFFICE INVITING BIDS | Indian Bank, Zonal Office, Lucknow , U.P. |
| 1.9 | ARCHTECTS | M/s Gunjan & Associates,
3/55 Vipul khand ,
Gomti Nagar
Lucknow. Ph.2303118 |
| 1.10 | COST OF BIDDING
DOCUMENT | Rs. 200 |
| 1.11 | ESTIMATED COST OF WORK | Rs. 3.75 lakhs |

1.12 EARNEST MONEY DEPOSIT

Rs. 10000.00

1.13 **INTERIM BILLS**

No interim bills will be entertained.

Final payment will be made as soon as possible.

To,

Dear Sir,

**Sub: Furnishing, Electrical, and Data Cabling Works for New Premises for
Indian Bank , Munshiganj branch**

Item Wise Sealed Tenders are invited in a two bid system for the above mentioned work for which the tender document can be obtained from the our Architects M/s Gunjan & Associates .

Sealed Bids in two envelopes part A, (Technical bid), part B, (Financial Bid)

Earnest Money for **Rs. 10000.00** drawn in favour of **Indian Bank Lucknow** can be submitted in a sealed cover and superscribed **Tender for Furnishing and Electrical Works for Indian Bank Munshiganj branch at** ”

Tender will be received on 20.06.2014 upto 15.00 Hrs.. and first the technical bid will be opened to assess the soundness of the firm. Those who are interested at the time of opening of the Tender may remain present.

The financial bid of those firms only will be opened who qualify in the technical evaluation criteria of the bank.

The D. G.M. shall not be bound to accept the lowest bid and reserves the right to reject any or all the tenderers without assigning any reason thereof.

The tender shall be valid for a period of 60 days from the date of opening of the tender.

(Seal and Signature of Indian Bank)..... (Seal and
Signature of the Contractor)

INSTRUCTION TO BIDDERS

- 2.1 Scope of bid
- 2.2 Eligible bidders
- 2.3 One bid per bidder
- 2.4 Cost of bidding
- 2.5 Site visit
- 2.6 Clarification of bidding documents
- 2.7 Amendment to bidding document
- 2.8 All documents relating to the bid shall be in English language only
- 2.9 Bid prices
- 2.10 Bid validity
- 2.11 Bid security (earnest money)
- 2.12 Format & signing of bid
- 2.13 Sealing & marking of bids
- 2.14 Deadline for submission of bids
- 2.15 Late bids
- 2.16 Bid opening
- 2.17 Process to be confidential
- 2.18 Clarification of bids
- 2.19 analysis for freak rates
- 2.20 Decision of bank in case of freak rates
- 2.21 Examination of bids & determination of responsiveness

- 2.22 Correction of errors
- 2.23 Evaluation & comparison of bids
- 2.24 Award criteria
- 2.25 Employer's right to accept any bid & to reject any or all bids
- 2.26 Notification of award & signing of agreement
- 2.27 Defects liability period
- 2.28 Compensation for delay
- 2.29 Advance payment

2.1 Scope of bid

2.1.1 Indian Bank Circle Office invites bids for **Furnishing, Electrical, Data Cabling works (as defined in these documents & referred to as "the works") detailed herewith.**

2.1.2 The successful bidder will be expected to complete the work/s by the intended completion date & to the desired quality as specified in the contract data.

2.2 Eligible bidders

2.2.1 The invitation to bids is open to all bidders as eligible & empanelled with the bank as invited.

2.2.2 All bidders shall provide in section 3.0 forms of bid & qualification information, a statement the bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specification & other documents for the project or being proposed by the regional authority Indian Bank ,

2.3 Qualification of the Bidder

2.3.1 All bidder shall provide in the section 3.0 forms of bid and qualification information, a preliminary description of the proposed work, and schedule including drawings and charts.

2.3.2 In the event that prequalification of potential bidders has been undertaken only bids from the prequalified bids will be considered for award of the contract. Cost of bidding. Supporting documents for the previous Performa filled by the Contractor to be submitted.

2.3.3 Bids from joint ventures are not acceptable.

2.3.4 To qualify the previous Performa to be filled and audited balance sheets and Profit and Loss Account to be provided.

2.4 One Bid per Bidder

2.5 Cost of Bidding Document

2.6 The bidder, at his own risk, cost & responsibility is encouraged to visit & examine the site of works & its surroundings & obtain all information that may be necessary for preparing the bid & entering into a contract for work/s.

2.7 Clarification of bidding documents

2.7.1 A prospective bidder requiring any clarification regarding the bidding document may notify the employer in writing or by cable (hereinafter "cable" included telex, facsimile, e-mail, hybrid mail, telegram) at the employer's address indicated in the invitation bid. The employer will respond to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

2.8. Amendment to bidding document

2.8.1. Before the deadline for the submission of the bid, the employer may modify the bidding documents by issuing addenda.

2.8.2 Any addendum thus issued shall be part of the bidding documents & shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the employer. For this purpose it is mandatory for all prospective bidders to furnish a fax no. at the time of purchase of the document.

2.8.3.To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the employer shall extend as he thinks is necessary the deadline for submission of the bids. The discretion to do so & the time to be extended would be the privilege of the employer.

2.9 All documents relating to the bid shall be in English language only.

2.10 Bid prices

2.10.1 The contract will be for the whole work based on the priced bill of quantities submitted by the bidder.

2.10.1 The bidder shall fill in rates & prices for all items of the works described in the bill of quantities. Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed & shall be deemed covered by the other rates & prices in the bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating & rewriting.

2.10.2 All duties, taxes & other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices & total bid price submitted by the bidder.

2.10.3 The rates & prices quoted by the bidder shall be fixed for the duration of the contract & shall not be subject to adjustment on any account.

2.11 Bid validity

2.11.1 Bids shall remain valid for a period not less than ninety days after the deadline date for the bid submission. A bid valid for shorter period shall be rejected by the employer as non responsive.

2.11.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request that the bidders may extend the period of validity for a specified additional period. The request & the bidder's response shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except the validity period.

2.12 Bid security (earnest money)

2.12.1 as per section 1

2.12.2 No bank guarantees will be acceptable in lieu of the above.

2.12.3 The bid security of the unsuccessful bidders shall be returned within 28 days of the end of the bid validity period as specified in earlier section or earlier if the owner so desires.

2.12.4 No interest whatsoever shall be payable on the said bid security.

2.12.5 The bid security of the successful bidder shall be discharged after the clearance of the first running bill.

2.13 Format & signing of bid

2.13.1 The original copy of the bid shall be typed or written in indelible ink & shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person/s signing the bid.

2.13.2 The bid shall contain no alterations, except those to comply with instructions issued by the employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person/s signing the bid.

2.14 Sealing & marking of bids

2.14.1 The bidder shall seal the original bid in a non transparent envelope duly marking it as original. This envelope shall be kept inside another envelope which shall be sealed & signed across the joints by the person/s authorized by the bidder.

2.14.2 The inner & outer envelope shall be addressed to the employer at the following address:

To,
The D.G.M,
Indian Bank, Circle office,
Lucknow.

2.14.3 The top of the envelope shall have clearly written in block letter the following:

"Bid for Furnishing, Electrical, Data Cabling works of Indian Bank Munshiganj branch at

2.14.4 The lower left hand corner of the envelope, the name & address of the bidder along with the telephone no./s & fax. no./s should be inscribed.

2.14.5 If the outer envelop is not sealed & marked as in 2.14.1, the employer will assume no responsibility for the misplacement or premature opening of the bid.

2.15 Deadline for submission of bids

2.15.1 Bids must be received by the employer at the address specified above no latter than 15:00 hrs on 20.06.2014 In the event of the specified date for the submission of the bids is declared as a holiday by the employer's organization, the bids will be received upto the appointed time on the next working day.

2.15.2 The employer may extend the deadline for submission of bids by issuing an amendment in which case all rights & obligations of the employer & the bidders previously subject to the original deadline will then be subject to the new deadline.

2.15.3 In case of the above, all those bidders whose names, addresses & fix nos. are in record with the employer will be intimated by cable at least two days in advance of the proposed date of submission of the bid.

2.15.4 Those bidders who fail to register their name, addresses & fax nos with the employer at the time of collection of the bid document shall have no right to

2-15-3 & can not hold the employer responsible for any damages whether direct or indirect.

2.16 Late bids

2.16.1 Any bid received by the employer after the deadline as prescribed earlier will be returned unopened to the bidder.

2.17 Bid opening

2.17.1 The employer will open the bids, in the presence on the bidders or their authorized representative/s who chose to attend at 17:00 hrs on the date & place specified in the bid document. In the event of the specified date of the bid opening being declared a holiday by the employer's organization, the bids will be opened at the appointed time & location on the next working days.

2.17.2 The bidder's name, the bid price, the total amount each bid & any discounts, the presence or absence of bid security & such other details as the employer may consider appropriate, will be announced by the employer at the opening. any bid price, discount, or alternative bid price which is not & recorded at the bid opening will not be taken into account in bid evaluation.

2.18 Process to be confidential

2.18.1 Information regarding to the examination, clarification, evaluation & comparison of bids & recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by the bidder to influence the employer's processing of bids or award decision may result in the rejection of his bid.

2.19 Clarification of bids

2.19.1 To assist in examination, evaluation & of bids, the employer may, at his discretion, ask any bidder for clarification of the bidder's bid, including breakdowns of unit rates. The request for clarifications & the response shall be in writing or by cable, but no change in the price of substance shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the bids.

2.20 Analysis for freak rates

2.20.1 The bids shall be evaluated against standard rates of the architect for freak rates as/IBA guidelines. The higher freak rates of L1 bid shall be negotiated to be reduced to acceptable limits & contractor will be asked to explain workability of lower freak rates. Tenders with unworkable rates are liable to be rejected.

2.21 Decision of bank in case of freak rates

2.21.1 The decision of the bank in case of freak rates shall be final & binding on the bidders.

2.22 Examination of bids & determination of responsiveness

2.22.1 Prior to the detailed evaluation of bids, the employer will determine whether each bid.

- (a) Meets the eligibility criteria of the bank.
- (b) Has been properly signed
- (c) Is accompanied with the required securities
- (d) Is substantially responsive to the requirements of the bidding documents.

2.22.2 A substantially responsive bid is one which confirms to all terms, conditions & specifications of the building documents without material deviation or reservation. A material deviation or reservation is one:

- (a) Which limits in any substantial way the scope, quality or performance of the works.
- (b) Which limits in any substantial way, inconsistent with the bidding document, the employer's rights or the bidder's obligations under the contract.
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

2.22.3 If a bid is not substantially responsive, it will be rejected by the employer, & may not subsequently be made responsive by correction or withdrawal of the non confirming deviation or reservation.

2.23 Correction of errors

2.23.1 Bids determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows:

- (a) Where there is a discrepancy between the rates in figures & in words, the rate in words shall govern.
- (b) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

2.23.2 The amount stated in the bid will be adjusted by the employer in accordance with the above procedure for the correction of errors & with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the correction amount, the bid will be rejected & the bid security may be forfeited.

2.24 Evaluation & comparison of bids

2.24.1 The employer will evaluate & compare only bids determined to be substantially responsive in accordance with clause no. 2.21.

2.24.2 In evaluating the bids, the employer will determine for each bid the evaluated bid price by adjusting the bid price follows:

- (a) Making any correction for errors pursuant to clause no. 2.22
- (b) Making appropriate adjustment for any other acceptable variations, deviations etc.
- (c) Making appropriate adjustments to reflect discounts or other price modifications offered.

2.24.3 The employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations & alternative offer & other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in bid evaluation.

2.25 Award criteria

2.25.1 Subject to clause 2.25, the employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents & who has offered the lowest evaluated bid price. Provided that such bidder has been determined to be eligible in accordance with provisions of clause 2.2 & qualified in accordance with provisions of clause 2.3. It may be noted that having lowest bid is not the only criterion for award of the contract & does not guarantee the bidder of getting the contract.

2.26 Employer's right to accept any bid & to reject any or all bids

2.26.1 Not with standing clause 2.24, the employer reserves the right to accept or reject any bid, & to cancel the bidding process & reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds of the employer's action.

2.27 Notification of award & signing of agreement

2.27.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period by cable confirmed by registered letter. The letter (hereinafter & in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution, completion & maintenance of the works by the contractor as prescribed by the contract (herein after called the 'contract price')

2.27.2 The agreement will incorporate all agreements between the employer & the successful bidder. It will be signed by the employer & sent to the successful bidder with in 28 days following the notification of award along with the letter of acceptance. Within 7 days of the receipt, the successful bidder will have to sign the agreement & deliver it to the employer.

2.27.3 If the successful bidder fails to do so, the employer will assume that the successful bidder is unwilling to execute the contract & the bid security of the successful bidder will be forfeited.

2.27.4 In case of 2.26.4, the employer reserves the right to award the contract to the next lowest bidder provided he agrees to work on the same bid price as that of the successful bidder.

2.27.5 The owner may, at his own discretion, in the event of 2.26.4 happening call for fresh bids.

2.27.6 Upon the furnishing by successful bidder of the performance security, the employer will promptly notify the other bidders that their bids have been unsuccessful.

2.28 Defects liability period

2.28.1 Six months from the date of virtual completion.

2.29 Compensation for delay

2.30 Compensation for delay (Penalty Clause)

Penalty Clause for the delay work liquidated damages will be charged and payable @ 1 % of the contract value per week upto maximum of 5 % of the contract value .in the event of the penalty charged exceeding 5%of the contract value , the bank will be free to determine the contract after recovery of such charges from the security deposit &/or the retention amount .in case of any amount remaining outstanding the same will recoverable from any other work being carried out by you for the bank or through appropriate legal action.

2.31 Advance payment

2.31.1 No advance payment whatsoever will be made to the successful bidder for mobilization or for any other reason/s.

3.0 FORMAT OF THE FORM FOR BIDDER
(TO BE SUBMITTED AS COVERING WITH THE BID)

To,
The D.G.M
Indian Bank
Circle Office
Lucknow.

Sub: **Tender for Furnishing, Electrical, and Data Cabling works of Indian bank
Munshiganj branch)**

Sir,

1. I/We submit tender for execution of work as mentioned above as per the tender documents within the time schedule of completion of work for jobs, as separately signed & accepted by me/us. At the schedule of rates quoted by me/us for the whole work in accordance with notice inviting tender, instructions to the bidder, conditions of contract, important tender conditions, technical specifications, list of approved materials, bill of quantities, drawings as per all other details given in the tender document.
2. It has been explained to me/us that the time stipulated for jobs & completion of works in all respects & in different stages mentioned in the time schedule of completion of jobs & signed & accepted by me/us is the essence of the contract. I/we agree that in the case of failure on my/us part to strictly observe the time of completion mentioned for job/s on any of them to the completion of job/s, I/we shall pay compensation to the owner as per the provision & stipulations contained in the tender document & I/we agree to recovery being made as specified therein. In exceptional circumstances, extension of time will not be counted for the extension of completion dates stipulated for the job & for the final completion of work as stipulated in the said "time of schedule" of completion of jobs.
3. I/we agree to pay the security deposit & accept the terms & conditions laid down below in this respect:

**We deposit herewith E.M.D. of Rs. 10000.00 by D.D. no. favoring,
Indian Bank Lucknow.**

4. Should this tender be accepted, I/we hereby agree to abide by & fulfill all terms & conditions to above & in default therefore, to forfeit & pay to the owner or its successors or its authorized nominees such sums of money as are stipulated in conditions of contract.
5. If I/we fail to commence the work specified in the memorandum in para(2) above, or I/we fail to deposit the amount of security deposit specified in the memorandum in (3) above, I/we agree that the said owner or its successor without prejudice to any other right or remedy be at liberty to forfeit the said security specified in (3) above. The said owner shall also be at liberty to cancel the notice of acceptance of tender in I/we fail to execute an agreement or to start work as stipulated in the tender documents.

Date..... Day of2014

Name in block letters:

Total cost of bid: (in figures & in words)

Address:

Yours faithfully,

Signature of tenderer/s with the seal of the firm Name & designation of authorized person signing the tender on behalf of the tenderer/s.

4. CONDITONS OF CONTRACT

- 4.1 Definitions
- 4.2 Employer's risk
- 4.3 Contractor's risk
- 4.4 Insurance
- 4.5 Safety
- 4.6 Possession of the site
- 4.7 Samples & shop drawings
- 4.8 Time of completion
- 4.9 Water & electricity
- 4.10 Virtual completion
- 4.11 Variations
- 4.12 Type of contract
- 4.13 Schedule of quantities & variations
- 4.14 License & permits
- 4.15 Taxes
- 4.16 Delays
- 4.17 Compensation for delay
- 4.18 Liquidation damages
- 4.19 Labour regulations
- 4.20 Security
- 4.21 Escalation of materials cost
- 4.22 Extras & variations
- 4.23 Withholding of payments
- 4.24 Correction of work before virtual completion of work
- 4.25 Virtual completion
- 4.26 Defects
- 4.27 Methods of measurement
- 4.28 Dismissal of contractor's employees
- 4.29 Termination of the contract by the owner

4.30 Jurisdiction

4.31 Tests & certificates

4.32 Cleaning the site

4.33 Operational constrain

4.1 Definitions

4.1.1 Bill of quantities means the prices & complete bill of quantities forming part of the bid.

4.1.2 The contract is the contract between the employer 7 the contractor to execute, complete & maintain the works.

4.1.3 The contractor is a person or corporate body whose bid to carry out work has been accepted by the employer.

4.1.4 The contract data defines the documents & other information which comprise the contract.

4.1.5 The contractor's bid is the completed bidding document submitted by the contractor to the employer.

4.1.6 The contract price is the price stated in the letter of acceptance & thereafter as adjusted in accordance with the previsions of the contract.

4.1.7 Days are calendar days; months are calendar months.

4.1.8 The defects liability period is the period named in the contract data & calculated from the completion date.

4.1.9 The employer is the party who will employ the contractor to carry out the works.

In this case it will be:

The D.G.M,

Indian Bank, Circle Office

Lucknow.

4.1.10 The engineer/Architect is the person named in the contract data or any other competent person appointed & notified to the contractor to act as replacement to the engineer/architect) who is responsible for supervising the contractor, administering the contract, certifying payments due to the contractor, issuing &

valuing variations to contract, awarding extensions of time (if permissible) & valuing the compensation events (if permitted).

In this case the engineer/architect will be:

M/s Gunjan & Associates

3/55 , Vipul khand

Gomti Nagar

Lucknow.

Phone ph:2303118, 9838818489.

4.1.11 Equipment is the contractor's machinery & vehicles brought temporarily to the site to construct works.

4.1.12 The initial contract price is the contract price listed in the employer's letter of acceptance.

4.1.13 The intended completion date is the date on which it is intended that the contractor shall complete the works. The intended completion date is specified in the contract data. The intended completion date may be revised only by the engineer in consultation with the owner by issuing an extension of time

4.1.14 Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

4.1.15 The site is the area defined as such in the contract data which shall be:
Indian Bank, ATMs (as per List)

4.1.16 Specification means the specification of the works included in the contract & any modification or addition made or approved by engineer/architect.

4.1.17 The start date is given in the contract data; it is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession data.

4.1.18 Temporary works are works designed, constructed, installed & removed by contractor which are needed for construction or installation of the works.

4.1.19 A variation is an instruction given by the engineer/architect which varies the work.

4.2 Employer's risk

4.2.1 The employer is responsible for the accepted risks which are:

- (a) In so far as they directly affect the execution of the work in the employer's country, the risk of war, hostilities, acts of terrorism, riot, commotion of disorder (unless restricted to the contractor's employees)
- (b) A cause due solely to the design of the works, other than the contractor's design.

4.3 Contractor's risk

All risks of loss of or damage to physical property & of personal injury & death which arise during & in consequence of the performance of the contract other than the accepted risks are the responsibility of the contractor.

4.4 Insurance

Before commencing the execution of works, the contractor without limiting his obligations & responsibilities under this contract, shall ensure against his liability for any loss or injury which may occur to any person including any employee of the owner or a member of the general public, by or arising out of the execution of the work or in carrying out of the contract. Unless otherwise stipulated elsewhere in these contract, it shall be obligatory for the contractor to obtain, the insurance cover under the following policy:

- (a) Contractor's all risks insurance policy to cover the following:
- (b) Policy to cover contractor's liability under workmen's compensation act 1923, minimum wages act 1948, contract labour (regulation & abolition act 1970 & other relevant acts listed elsewhere. This shall be for the periled of compensation period.

The contractor shall insure against all such liabilities & shall continue such insurance during the whole of the time when any person employed by him are

on the works. Premium for all insurance policies shall be paid by the contractor & shall not be reimbursable.

4.5 Safety

The contractor shall be responsible for the safety of all activities on the site.

4.5.1 Discoveries

Anything of historical or other interest of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the engineer of such discoveries & carry out the engineer's instructions for dealing with them.

4.6 Possession of the site

The employer shall give possession of all parts of the site to the contractor. If possessions of a part are not given by the date stated in the contract data. The employer is deemed to have delayed the start of the relevant activities.

4.7 Samples & shop drawings

After the award of the contract, the contractor shall furnish for the approval of the architect, samples & shop drawings (where appropriate) for all materials, finishes & work listed elsewhere in these conditions.

4.8 Time of completion

The work shall be completed in all respects within 5 days (including holidays & Sundays) from the date of award or work inclusive of mobilization period.

4.9 Water & electricity

These shall be arranged by the contractor at one or more convenient point/s at his own cost & methods without any liability to the bank.

4.10 Virtual completion

Virtual completion certificate shall mean the certificate/s to be issued by the architect when the "works" according to the architect have been completed in every respect in conformity with the contract documents & are ready & fit for occupation/commissioning.

4.11 Variations

The owner reserves the right to increase, decrease or delete the scope of work or any or all items, subject to limitation laid down. The contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of these variations.

4.12 Type of contract

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

4.13 Schedule of quantities & variations

The quantities given in the schedule of quantities are provisional & are meant to indicate the intent of work & provide a uniform basis for tendering. The contractor shall be paid for the actual quantity of work executed by him in accordance with the right to increase or decrease any of the quantities or totally omit any items of work & the contractor shall not claim any extra or damages on these grounds. For the purpose of variation shall not take into account the additions to the total amount because of escalation of price materials, labour, etc. Any error in description or in quantity or omission of item in the schedule of quantities shall not vitiate this contract but shall be deemed to be a variation required by the architect.

4.14 License & permits

License & permits for all materials under the govt. control shall be obtained by the contractor directly. The owner (bank) may assist the contractor in this respect to the extent possible. The contractor shall include in his tender all transport charges & other expenses that may be incurred in this connection.

4.15 Taxes

The rates quoted by the contractor for each item shall be inclusive of all taxes, such as sales tax both central & state, trade tax, income tax, turnover tax, works contract tax, excise duty, octroi etc. complete on all materials & equipment forming part of the work.

4.16 Delays

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

- (a) Force measure
- (b) By the works or delays of other contractors or tradesman, engaged or nominated by the owner & not referred to in the contract document.
- (c) The non delivery or delay in the delivery to the contractor of any materials & equipment which under the contract the owner or the architect; or
- (d) Any cause, whatever arising out of the acts of defaults of the owner or the architect; or
- (e) Any accident happening to the works during the progress not arising from negligence, default of the contractor or his workmen or subcontractor; or
- (f) Extra or variations being ordered by the architect; or
- (g) Any other cause which is in the opinion of the architect has caused delay, the contractor may from time to time within 14 working days of the happenings of any of the aforesaid, writing to the architect for an extension of time on account thereof, setting forth the cause of such delays.

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

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

4.17 Compensation for delay

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatever the cause of delays arising out of modification of the work entrusted to him or in any sub contracts connected therewith or delays in contracts for other trades of the project or in commencement of completion of such works.

4.18 Liquidation damages

Penalty Clause for the delay work liquidated damages will be charged and payable @ 1 % of the contract value per week upto maximum of 5 % of the contract value .in the event of the penalty charged exceeding 5%of the contract value , the bank will be free to determine the contract after recovery of such charges from the security deposit &/or the retention amount .in case of any amount remaining outstanding the same will recoverable from any other work being carried out by you for the bank or through appropriate legal action.

4.19 Labour regulations

The contractor shall be wholly & solely responsible for full compliance with the provisions under all labour laws of the Union of India &/or regulations such as payment of wages act 1936 minimum wages act 1948 & it's subsequent amendment/s.

4.20 Security

I will be responsibility of the contractor only.

4.21 Escalation of material's cost

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

4.22 Extras & variations

If at any time whilst the works are in progress it shall be deemed specially by the architect to order material or work of a different description from that specified, he shall have full power to order & direct any such variations & additions & the work involved in any such variations additions shall be executed by the contractor if of the class of work provided for in the documents at the contract, or extend the time of completion but such additions or variations shall be paid for or deducted from the account of the contractor, as the case may require, according to the rates set but in the schedule of quantities.

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

- (a) If the rates for the additional, altered or substituted work specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rate as specified in the contract for work.
- (b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, then such rates will be derived from the rates for a similar class of work as specified in the contract for work.
- (c) If the altered, additional or substituted work cannot be derived from similar class of work as laid down in (b) above, then the rates for such items of work shall be completed on the basis of the analysis or rates as

provided in all schedule of rates 1977-/ III standard analysis of rates (vol I & 2) published by national building organization, New Delhi.

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

4.23 Withholding of payments

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

- (a) Defective work not remedied.
- (b) Failure of the contractor to make payments to sub contractors (if permitted) for materials or labour or equipments.
- (c) A reasonable doubt that the contract can be completed for the balance unpaid amount. Damage of works of another contractor or sub-contractor.

4.24 Correction of work before virtual completion of work

The architect shall conduct a final inspection just prior to the virtual completion of the work & prepare a list of materials equipment & items of work which fail to confirm to the contract specifications. The contractor shall promptly replace & re execute such items in accordance with the contract & shall bear all expenses of making good all work & the cost work of other contractors destroyed or damages by such replacement or removal. If the contractor fails to remove & replace above rejected materials equipment & or workmanship within a reasonable time fixed by written notice the owner may employ any other persons to amend & make good such defects at the expense to the contractor.

All expenses moored by owner in consequent on the defects shall be recoverable from any amount due or that may come due to the contractor.

4.25 Virtual completion

The work shall be considered to be virtually complete only upon fulfillment of the procedure laid down in clause above & when the architect has certified in writing that the work has been virtually completed. The defects liability period shall commence from the date of the certificate.

Should the owner decide to occupy any portion/s of the building or use any part of any equipment, before the contract is completed, same shall not constitute as acceptance of any part of the work unless so stated in writing by the architect.

4.26 Defects

4.26.1 The contractor shall make good, at his own cost & to the satisfaction of the architect from work of materials not being in confirmation of the drawings or specifications or schedule of quantities or the specifications of the architect, which may appear within twelve months after completion of work.

4.26.2 Any defects notice & brought to the attention of the contractor shall be promptly attended to by the contractor expeditiously.

4.26.3 After the contract is signed, the contractor will be furnished with two copies of the drawings & two copies each of conditions & contract, specifications & schedule of quantities without cost to him for his own use until the completion of the contract. Additional copies of the drawings & other documents will be supplied on payment to the architect at actual cost.

In general, the drawings shall indicated dimensions, position & type of construction; the specification shall indicate the quantity & rate for each item of work. However the above documents being complementary, what is called for by any one shall be binding as if called for by all. In case of any discrepancies in or among the documents, the most stringent of all shall apply. No deviations from the drawings, specifications & schedule of quantities shall be made. The architect's interpretation of these documents shall be final & without appeal.

4.27 Methods of measurement

For measuring of work, the standard method of measurement in accordance with the standards laid down by the BIS shall be adopted unless otherwise specified. In the event of any dispute with regard at the mode of measurement of the work executed, the decision of the architect shall be final & binding.

4.28 Dismissal of contractor's employs

The contractor shall on request of the architect immediately dismiss from the works of any person/s employed thereon by him who may, in the opinion of the architect be incompetent misconduct's himself & such person shall not be re employed on the works without the permission of the architect.

4.29 Termination of the contract by the owner

If the contractor should persistently or repeatedly refuse to carryon the work diligently or shall fail except in case for which extension of time is provided, to supply enough properly skilled manpower or proper materials or equipment for the progress of work, or if he should fail to make prompt payments to sub contractors (if permitted) or for materials or equipment/s or labour or persistently disregard laws, ordinances or instructions of the architect or otherwise by guilty of a violation of any provision of the contract, or has abandoned the contract, or has failed to commence the works, or has suspended the works then the owner upon the certificate of the architect that sufficient cause exists to justify such action say without prejudice to nay other right or remedy & after giving the contractor seven days notice in writing, terminate the employment of the contractor & take possession of the premises of all materials, equipment/s T & P thereon & use these as owners property for the completion of the work. In such case the contractor shall not be entitled to receive any further payment until the work is finished.

4.30 Jurisdiction

All matters arising out of or in way connected with this agreement shall be deemed to have arisen at Lucknow (U.P.) & shall have jurisdiction to determine the same.

4.31 Tests & certificates

The contractor shall be & remain liable at his own cost to conduct all tests at all relevant times during supply, erection & installation of any works, structures, materials & components as shall be required in terms of contract document. On testing if the architect is not satisfied by the quality or workmanship of any structure, material or component, the contractor shall re perform as per the specifications.

4.32 Cleaning the site

The contractor shall be responsible for removing malba from the site to place permitted by the municipal authorities every 48 hours & cleaning the site regularly. Cost of removal of malba, transportation, loading, unloading etc. (upto any lead) shall be included in the cost of the relevant item of construction.

4.33 Operational constraint

None

IMPORTANT TENDER CONDITIONS

(Over riding any other condition laid down earlier)

- | | |
|---------------------------------------|---|
| 1. Possession of site : | Immediate |
| 2. Date of commencement of :
work | Immediate from the date of handing over the site |
| 3. Time of completion : | 5 days from the date of handing over the site. |
| 4. Liquidation damages per day : | As per Clause No 4.18 |
| 5. payment schedule : | No. advance payment will be made. No.
running payments will be entertained |
| 6. Period of submitting final bills : | within 15 days of virtual completion of work |
| 7. Release of retention money | :(a) Retention money: after the discharge of the |

defects liability period.

(b) The earnest money deposited will be adjusted in the retention money.

- | | | |
|-----|-------------------------------|---|
| 8 | Estimated Cost of Work | 3.75 Lac |
| 9. | Defects liability : | 12 months from the date of virtual completion |
| 10. | Period of final measurement : | 2 weeks after virtual completion of work. |
| 11. | Rates | Rates are inclusive of all Taxes such as Sales Tax (State and Central) Trade Tax, Works Contract Tax, etc.except Service Tax and State Development Tax. |
| 13 | Income tax : | Will be deducted as per the prevailing income tax laws. |

6 TECHNICAL SPECIFICATIONS

6.1 Materials

6.1.1 Quality

All materials used in the works shall be of their respective kinds as specified herein. obtained from sources & suppliers as approved by the architects & shall comply strictly with the tests prescribed hereafter, or where tests are not laid down in the specifications, with the requirements of the latest issue of the relevant Indian standard.

6.1.2 Sampling & testing

All materials used in the works shall be subject to inspection & test in addition to test certificate of all materials proposed o be incorporated in permanent works shall be submitted to the architect for approval before they are brought to the site.

6.2.3 Rejection

Any materials that have been not found to confirm to the specifications will be rejected forthwith & shall be removed from the site by the contractor at his own cost.

The architect shall have power to cause the contractors to purchase & use such material/s from any particular source/s a may in his opinion be necessary for the proper execution of the work.

6.2 Workmanship

All works shall be true to level, plumb & square & the corners, edges, etc. in all cases shall be unbroken & net. Distempering, POP/Painting/polishing shall be provided in accordance with CPWD specifications 1977 & relevant standards as applicable to this

work painting with plastic emulsion paint (if required) shall be as per CPWD specifications 1977 & IS5411-1969. Paint shall be of approved manufacturer & brand.

All timber shall be treated with preservatives before delivery to site. While remaining in proper wrapping, timber shall be protected from extremes of temperature & direct sunlight timber shall be soft wood or hardwood as suitable for the purpose for which it is intended. It shall be seasoned, free of defects which would affect strength or usability & shall be flat, none splitting & dressed on all sides. All glue, laminate, ply, board shall be as per the relevant IS codes. Where ever teak is specified it shall be ist. Class C.P. teak. All aluminum work prevaricated particle board work & glass work will be as per the relevant IS codes & their latest amendments.

6.3 Finish

Finishes shall be fully in accordance with the drawings & schedules &/or as per the directions of the architect.

6.4 Samples

A sample of every item to be incorporated shall be submitted for approval of the architect before placing the order. Approved samples shall be used as standard of finish & workmanship.

6.5 Circuit diagrams

A copy of the circuit diagram has to be provided with the final bill for record keeping with the bank.

INDIAN BANK
CIRCLE OFFICE
LUCKNOW

TENDER DOCUMENT
FOR
FURNISHING, ELECTRICAL AND DATA CABLING WORKS FOR INDIAN BANK
Munshiganj branch _____ . (FINANCIAL BID)

Architects:

M/S Gunjan & Associates

3/55, Vipul Khand,
Gomti Nagar, Lucknow.
Phone: (0522) 2303118.
Mob. 9838818489.
E-Mail: arunjan@yahoo.com