



TO BE SUBMITTED IN ENVELOP NO- 01

PROPOSED FURNITURE WORK

FOR



BANK OF INDIA

At

**LDMO,RBC,SMEUC & ZCODBRANCH, DIST.HARDOI ,UP,
TECHNICAL BID**

DATE OF ISSUE OF TENDER- 11/12/2023/ TO 22/12/2023
TENDERSUBMISSIONBY - 22/12/2023 BEFORE 3:00 P.M.
TENDER OPENING - 22/12/2023 at 04 :00 P.M.

Any corrigendum will be uploaded on
Banks website-www.bankofindia.com

NOTICE INVITING TENDER

Sealed tenders on item rate basis are invited from **ALL CONTRACTORS
EMPANELLED WITH BANK OF INDIA HARDOI ZONE,** for
**FURNITURE works of LDMO RBC SMEUC & ZCOD Branch, District –HARDOI,
Hardoi Zone.**

Mode of Purchase of Tender Documents

1. Tender Document may be purchased from **Bank of India, Zonal
Office, 849, Awasthi Complex, Shahjahanpur Road, DM**

Chauraha, Hardoi on payment of **Non-refundable amount of Rs.1180/-** (Rs. One Thousand One Hundred Eighty Rupees only) in form of Demand Draft/Banker's Cheque favoring Bank of India, payable at **Hardoi** from **11/12/2023 TO 22/12/2023** between 10 a.m. to 4 pm (from Monday to Saturday) (Excluding Sundays and Holidays).

2. The Contractor can also download the Tender Document from Bank's website www.bankofindia.com from **11/12/2023 TO 22/12/2023** However the contractor has to enclose **Non-refundable amount of Rs.1180/-** (Rs. One Thousand One Hundred Eighty Rupees only) in the form of DD/Banker's Cheque favoring "Bank of India" payable at Hardoi, along with the **Technical Bid in Envelope No-01** failing which their Tender will be summarily rejected. It is the responsibility of the contractor to ensure that all the pages of Tender Documents are intact while submitting their Tenders. If it is found that any page is missing from tender document, their tender will be rejected summarily.

Mode of Submission of Tender Document

Tenders which should always be placed in sealed cover with the name of the work and date of opening of tender written on the envelopes are to be submitted to the **Bank of India, Zonal Office, 849, Awasthi Complex, Shahjahanpur Road, DM Chauraha, Hardoi 241001** in a sealed envelope of appropriate size containing the documents as under" :

ENVELOPE MARKED NO.01, "TECHNO COMMERCIAL BID/TECHNICAL BID FURNITURE WORK" (PART A)

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

1. Forwarding letter without mentioning the cost of Tender value.
2. Tender document cost of **Rs.1180/-** (Rs. One Thousand One Hundred Eighty Rupees only) in form of Demand Draft / Banker's Cheque in favour of **Bank of India, payable at Hardoi.** (if downloaded from Bank's website)
3. Earnest money deposit of **Rs.10,000.00 (Rs. Ten thousand)** in form of Demand Draft/ Bankers cheque in favour of Bank of India, payable at Hardoi.

ENVELOPE MARKED NO. 2 – "FINANCIAL BID/PRICE BID " (Part B)- FURNITURE WORK

Envelope marked No.2 shall contain the duly filled in Priced Tender Volume in duplicate- Marked "ORIGINAL " & "DUPLICATE" , on the



body of the tender paper issued in which case the tender may be liable for rejection and should be properly sealed.

Envelope marked No. 1 & 2 shall be put in large envelope of adequate size marked **No. 3** which shall be properly sealed super subscribed with “Tender For FURNITURE Work of Bank Of India, **LDMO RBC SMEUC & ZCOD Branch, District –HARDOI, Hardoi Zone.**”

FORM OF TENDER

To,
Zonal Manager,
Bank of India,
Zonal Office, 849
Awasthi Complex,
DMChauraha , Hardoi
241001

Dear Sirs,

With reference to the tenders invited by you for **FURNITURE WORK to be carried out at LDMO RBC SMEUC & ZCOD Branch, District –HARDOI, Hardoi Zone.**

I/We have undersigned hereby the tender and undertake to execute the works under the contract at the rates quoted by me/us in the schedule of quantities and as per the conditions of contract with this tender.

I/We have carefully studied and understood the drawings, conditions of contract, specifications, schedule of works and have acquainted my self / ourselves with the site conditions.

I/We agree to complete the works within 45 **DAYS** after receiving the work order in conformity with the said conditions of contract, specifications, schedule of quantities, rates and drawing. I/We enclose herewith earnest money deposit of 01% contract value in form of Demand Draft. The said sum shall not bear any interest; we abide to deposit 05% of contract value less EMD, to make a total of 05% of the tendered amount as Security Deposit for the faithful performance of the contract. The amount of total 5 (FIVE) percent of the total bill of work done (inclusive of the above two percent) shall remain with the Bank till the Defects Liability period of **12 MONTHS** is over and the said amount shall bear no interest.

It is understood by me/us that the lowest or any tender will not necessarily be accepted.

STAMP / SEAL / ADDRESS of CONTRACTOR

PLACE: -
DATE: -

SIGNATURE

INSTRUCTIONS TO THE TENDERERS

SCOPE OF WORK: -

Sealed tenders are invited by **BANK OF INDIA** for the **FURNITURE WORK to be carried out at LDMO RBC SMEUC & ZCOD Branch, District –HARDOI, Hardoi Zone.**

SITE AND ITS LOCATION: -

The proposed work is to be carried out **LDMO RBC SMEUC & ZCOD Branch, District –HARDOI, Hardoi Zone.**

TENDER DOCUMENTS: -

The work has to be carried out strictly according to the conditions stipulated in the tender consisting the following documents and the most workmen like manner.

Instructions to tenderers

General Conditions of Contract

Special Conditions of Contract

Technical Specifications

Drawings

Price Bid

The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below;

- a) Price Bid
- b) Additional Specifications
- c) Technical Specifications

- d) Drawings
- e) Special Conditions of Contract
- f) General Conditions of Contract
- g) Instructions to Tenderers

SITE VISIT: -

The tenderer must obtain himself on his own responsibility and his own expenses all information and data, which may be required for the purpose of filling this tender document, and enter into a contract for the satisfactory performance of the work. The tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

EARNEST MONEY: -

The tenderers are requested to submit **Rs.10000.00 (Rs Ten thousand)** in the form of **Demand Draft or Banker's Cheque in favour of BANK OF INDIA – HARDOI**

EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

No interest will be paid on the EMD.

EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.

EMD of successful tenderer will be retained as a part of security deposit.

5.0 INITIAL SECURITY DEPOSIT: -

The successful tenderer will have to submit a sum equivalent to 5% of contract value less EMD. By means of D/D drawn in favour of **BANK OF INDIA – Hardoi.**

SECURITY DEPOSIT: -

Total security deposit shall be 5% of contract value. It shall be deducted from

the running account bill of the work done at the rate of 10% of the respective running account bills till Total Security deposit amounts to 5% of contract value inclusive of Initial Security Deposit. 50% of the total security shall be paid to the contractors in the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the successful expiry of the defects liability period of one year as specified in the contract.

No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 **SIGNING OF CONTRACT DOCUMENTS** -

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 10 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 **COMPLETION PERIOD** -

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **45 DAYS** from the date of handing over site or 15 days from the date of receipt of letter of acceptance whichever is later.

9.0 **VALIDITY OF TENDER** -

Tenders shall remain valid and open for acceptance for a period of **90 DAYS** from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 **LIQUIDATED DAMAGES** -

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.

RATE AND PRICES -

In case of item rate tender

The tenderers shall quote their rates for individual items both in **words and figures** in case of discrepancy between the rate quoted in words and figures the unit rate quoted **in words** will prevail. If no rate is quoted for a particular item the tender shall be deemed to be incomplete and summarily rejected.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the

amount will be corrected.

The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect / Bank prior to the opening of the tenders.

Each page of the BOQ shall be signed by the authorized person. Any changes shall be done by cutting and rewriting with due attestation. No overwriting shall be permitted.

The rate quoted shall be firm and shall include all costs, allowances, taxes, levies.

SIGNATURE OF CONTRACTOR

STAMP: -

DATE: -

GENERAL CONDITIONS OF CONTRACT

1.0. DEFINITIONS -

“Contract means the documents forming the tender and the acceptance thereof and the form agreement executed between **BANK OF INDIA** (client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

“**BOI**” shall mean **Bank of India, Zonal Office, 849, Awasthi Complex DM Chauraha, Hardoi 241001** and includes the client’s representatives, successors and assigns.

**M/S Mohit & Associates (Ar. Mohit Gupta)
29-Civil Line (Ph. No. 9582218092)
Opposite Anand Cinema
Hardoi-241001**

“Site Engineer” shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

“The Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression “works” or “work” shall mean the permanent or temporary work described in the “Scope of work” and / or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

“Engineer” shall mean the representative of the Architect / Consultant.

“Drawings” shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. “Contract Value” shall mean the value of the entire work as stipulated in the letter of acceptance of

tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

“Specifications” shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Architect / Consultant.

“Month” means calendar month.

“Week” means seven consecutive days.

“Day” means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security Deposit comprise of

Earnest Money Deposit

Initial Security Deposit

Retention Money

- a) Earnest Money Deposit: - The tenderers are requested to submit **Rs.10,000.00 (Rs Ten thousand)** in the form of Demand Draft or Banker’s Cheque in favour of **BANK OF INDIA – HARDOI** on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest after request from the bidder. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the **BOI** or after it is accepted by the **BOI** the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) **Initial Security Deposit (ISD): -**

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of D/D drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.

c) **Retention Money: -**

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor with out any interest on issue of Virtual Completion certificate by the Architect / Consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of the defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance

2.0 **LANGUAGE** -

The language in which the contract documents shall be drawn shall be in English.

3.0 **ERRORS, OMISSIONS AND DISCREPANCIES** -

In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - ii) Between the written or shown description and dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
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- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 **SCOPE OF WORK -**

The contractor shall carryout complete and maintain the said work in every respect in strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architect / consultant. The architect / consultant at the directions of the Bank from time to time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's / Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-execution of any work executed by him. The dismissal from the work of any person employed / engaged thereupon.

5.0

i) **LETTER OF ACCEPTANCE -**

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between **BOI** and the contractor.

ii) **CONTRACT AGREEMENT -**

On receipt of intimation of the acceptance of tender from **BOI** / Architect the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in non-judicial stamp paper of appropriate value.

6.0 **OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof furnished by **BOI** through its architects / consultants are the properties of **BOI**. They are not to be used on other work.

7.0 **DETAILED DRAWINGS AND INSTRUCTIONS -**

BOI through its architects / consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit to the **BOI** through the architects / consultants.

8.0 **COPIES OF AGREEMENT -**

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

9.0 **LIQUIDATED DAMAGES -**

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to **BOI** on account of such breach of pay a liquidated damages at the rate of 0.5% of the contract value which subject to a maximum of 5% of the contract value.

10.0 **MATERIALS, APPLIANCES AND EMPLOYEES -**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by **BOI** / Architect / Consultant he shall be removed from the site immediately.

11.0 **PERMITS, LAW AND REGULATION -**

The contractor at his own expenses shall obtain permits and licences required for the execution of the work. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify **BOI** in writing under intimation of the Architect / Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify **BOI** of any legal actions arising there from.

12.0 **SETTING OUT WORK -**

The contractor 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 alignment of all parts thereof and get it approved by the

architect / consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect / consultant, the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of **BOI**.

13.0 PROTECTION OF WORKS AND PROPERTY -

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect **BOI's** properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the work and shall comply with all applicable provisions of Govt. and local bodies safety law and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and **BOI** and the original policy may be lodged with **BOI**.

14.0 INSPECTION OF WORK -

BOI / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to **BOI**, Architect / Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by **BOI** / Architect / Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage of its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

15.0. ASSIGNMENT AND SUBLETTING -

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of **BOI** through the architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

15.1 QUALITY OF MATERIALS, WORKMANSHIP & TEST -

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect / Consultant instructions and shall be subject from time to time to such tests as the architect / consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any materials or part of work before incorporation in the work for testing as may be selected and required by the architect / consultant.

i) **SAMPLES -**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor with out any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect / Consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect / Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

ii) **COST OF TESTS -**

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iii) **COST OF TEST NOT PROVIDED FOR -**

If any test is ordered by the Architect / Consultant which is either

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

16.0 OBTAINING INFORMATION RELATED TO EXECUTION OF WORK -

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

17.0 CONTRACTOR'S SUPERINTENDENCE -

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated hereto.

18.0 QUANTITIES -

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

ii) **VARIATION EXCEEDING 25%:** The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) thereof.

19.0 WORKS TO BE MEASURED -

The Architect / Consultant from time to time intimate to the contractor that it is required for the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the specifications. The representative of the Architect / Consultant shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writing shall be made in M book should the contractor not attend or neglect or omit to dispute his representative to take measurement then the measurements recorded by the representative of the Architect / Consultant shall be final. All authorized extra work; omissions and all variations made shall be included in such measurement.

20.0 **VARIATIONS** -

No alteration, omission or variation ordered in writing by the Architect / Consultant shall vitiate the contract. In case **BOI** / Architect / Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions to the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect / Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 **VALUATION OF VARIATIONS** -

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of **BOI** as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ

- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.
- c) Where the extra works are not of similar character and / or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect / Consultant of the rate which he intends to change for such items of work, duly supported by analysis of the rate or rates claimed and the Architect / Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect / Consultant) the workman's name and materials employed be delivered for verifications to the Architect / Consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire / running charges or equipment and wastage etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

22.0 FINAL MEASUREMENT -

The measurement and valuation in respect of the contract shall be completed within six months of the virtual completion of the work.

23.0 VIRTUAL COMPLETION CERTIFICATE (VCC) -

On successful completion of entire works covered by the contract to the full satisfaction of **BOI**, the contractor shall ensure that the following works have been completed to the satisfaction of **BOI**:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by **BOI** and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by **BOI** and shall clear, level and dress, compact the site as required by **BOI**.
- d) Shall put **BOI** in undisputed custody and possession of the site and all land allotted by **BOI**.
- e) Shall hand over the work in a peaceful manner to **BOI**.
- f) All defects / imperfections have been attended and rectified as pointed out by **BOI** to the full satisfaction of **BOI**.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect / Consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect / Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

The issuance of a VCC shall be without prejudice to **BOI's** rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of **BOI** against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

23.0 **WORK BY OTHER AGENCIES -**

BOI / Architect / Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with **BOI**. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract

24. **INSURANCE -**

Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the Bank (**BOI**) and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of the contract and in such manner that **BOI** and contractor are covered for the period stipulated I clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

- c) Such insurance shall be affected with an insurer and in terms approved by **BOI** which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / Consultant the policy of insurance and the receipts for payment of the current premiums.

DAMAGE TO PERSONS AND PROPERTY -

The contractor shall, except if and so far as the contract provides otherwise indemnify **BOI** against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land or any part thereof.
- b) The right of **BOI** to execute the works or any part thereof on, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of **BOI** their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of **BOI**, their employees, or agents or other employees, or agents or other contractors for the damage of injury.

CONTRACTOR TO INDEMNIFY BOI –

The contractor shall indemnify **BOI** against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 24.2 of this clause.

24.4. CONTRACTOR'S SUPERINTENDENCE –

The contractor shall fully indemnify and keep indemnified **BOI** against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any

claim made under or action brought against **BOI** in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify **BOI** if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passes by the Architect / Consultant in this behalf.

24.5 **THIRD PARTY INSURANCE -**

- 1) Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of **BOI**, or to any person, including any employee of **BOI**, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the proviso to clause 24.0 thereof.
- 2) **Minimum amount of Third Party Insurance**

Such insurance shall be affected with an insurer and in terms approved by **BOI** which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect / Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

- 3) The minimum insurance cover for physical property, injury, and death is Rs.5.00 Lacs per occurrence with the number of occurrence limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrence always.

25.6 **ACCIDENT TO INJURY TO WORKMAN -**

- 1) **BOI** shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor of any sub-contractor, save and except any accident or injury resulting from any act or default of **BOI** or their agents or employees. The contractor shall indemnify and keep indemnified **BOI** against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 2) **Insurance against accidents etc. to workmen**
The contractor shall insure against such liability with an insurer approved by **BOI** during the whole of the time that any persons are employed by him on the

works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that **BOI** is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect / Consultant when such policy of insurance and the receipt for the payment of the current premium.

3) Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of the contract, then and in any such case **BOI** may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by **BOI** as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

- 4) Without prejudice to the others rights of **BOI** against contractors. In respect of such default, the Bank shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges and other expenses paid by **BOI** and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

26.0 COMMENCEMENT OF WORKS -

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the **BOI** which ever is later.

27.0 TIME FOR COMPLETION -

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **06 WEEKS** from the date of commencement, if required in the contract or as directed by the Architect / Consultant. The contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 **EXTENSION OF TIME** -

If, in the opinion of the Architect / Consultant the work be delayed for reasons beyond the control of the contractor, the Architect / Consultant may submit a recommendation to the **BOI** to grant a fair and reasonable extension of time for completion of work as per the terms of the contract. If the contractor needs an extension of time for the completion of the work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to **BOI** through the Architect / Consultant in writing at least 07 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Architect / Consultant shall submit their recommendations to **BOI** in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time, which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by **BOI** the provision of liquidated damages as stated under clause **9.0** shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 **RATE OF PROGRESS** -

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect / Consultant should be rate of progress of the work or any part thereof be at any time be in the opinion of the Architect / Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect / Consultant shall thereupon take such steps as considered necessary by the Architect / Consultant to expedite progress so as to complete the works by the prescribed time or extended time.

Such communications from the Architect / Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

30.0 **WORK DURING NIGHTS AND HOLIDAYS** -

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / Consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / Consultant. However, the provisions of the clause shall not be applicable in the case of any work, which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works

being technically required / continued with the prior approval of the Architect / Consultant at no extra cost to **BOI**.

All work at night after obtaining approval from competent authorities shall be carried out with unreasonable noise and disturbance.

31.0 NO COMPENSATION OR RESTRICTION OF WORK -

If at any time after acceptance of the tender **BOI** shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / Consultant shall give notice in writing to the effect to the contractor and the contractor shall act accordingly in the matter. 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 fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from **BOI** stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / Consultant shall be final.

32.0 SUSPENSION OF WORK -

- i) The contractor shall, on receipt of the order in writing of the Architect / Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect / Consultant may consider necessary so as to cause damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
 - c) For safety of the work or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect / Consultant

- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

33.0 ACTION WHEN THE WHOLE SECURITY DEPOSIT IS FORFEITED -

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the **BOI**.

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect / Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of **BOI**.
- b) To employ labour paid by **BOI** and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect / Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect / Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architect / Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by **BOI** under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by **BOI** the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum of any work thereto for actually performed under this contract, unless and until the Architect / Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34.0 **OWNER'S RIGHT TO TERMINATE THE CONTRACT -**

If the contractor being an individual or a firm commit and "Act of insolvency" or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to give security therefore it so required by the Architect / Consultant

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of **BOI** through the Architect / Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor thereunder:

- 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 **BOI** through the Architect / Consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from **BOI** through the Architect / Consultant that the said materials were condemned and rejected by the Architect / Consultant under these conditions; or 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 been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of **BOI's** or Architect / Consultant instructions to the contrary subject any part or the contract. Then and in any of said cases **BOI** and or the Architect / Consultant, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the **BOI** or the Architect / Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further **BOI** through the Architect / Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plants for the works.

When the works shall be completed or as soon thereafter as convenient **BOI** or the Architect / Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him, **BOI** shall sell the same by public auction after due publication, and shall adjust the amount realized by such auction.

The contractor shall have not right to question any of the act of the **BOI** incidental to the sale of the materials etc.

35.0 **CERTIFICATE OF PAYMENT** -

The contractor shall be entitled under the certificates to be issued by the Architect / Consultant to the contractor within 10 working days from the date of certificate to the payment from **BOI** from time to time. **BOI** shall recover the statutory recoveries other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The Architect / Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect / Consultant may by any certificate make any corrections required in previous certificate.

BOI shall modify the certificate of payment as issued by the Architect / Consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books.

The contractor shall not submit interim bills when the approximate value of work done by him to less than **Rs.2,00,000/-** and the minimum interval between two such bills shall be one month.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / Consultant shall issue the certificate of payment within a period of two months. **BOI** shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

36.0 **SETTLEMENT OF DISPUTES AND ARBITRATION -**

All dispute or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution of maintenance thereof. This contract or the rights touching or concerning the works or the execution or maintenance thereof the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or breach of the contract within (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to; other of them and to the Appointing Authority who shall be appointed for this purpose by the Bank (**BOI**) be referred for adjudication to a sole Arbitrator to be appointed as here in after provided.

APPOINTING AUTHORITY

The appointing authority will be Circle Management Committee of the **BANK OF INDIA**.

The names of the arbitrator will be selected from one of the following disciplines, in order of preference;

- [a] Retired High / Supreme Court Judges, who have experience in handling Arbitration cases.
- [b] Members of the Council of Arbitration.
- [c] Eminent retired Chief Engineers from State / Central / P.W.D. / Public Sector undertaking of good reputation and integrity.
- [d] Fellow of the Institute of Engineers.

For the purpose of appointing the sole arbitrator referred to above, the appointing authority will send within 30 days of receipt by him the written notice aforesaid to the contractor a panel of names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his / her name to the Appointing Authority within 30 days of receipt by him of the names. The appointing authority shall there upon 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 appointing authority shall make the selection & appoint the selected person as the sole Arbitrator.

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

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

The work under the contract shall, however, continue during the arbitration proceeding and no payment due to payable to the contractor relating to the dispute items shall be withheld on account of such proceedings.

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 first hearing.

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

The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract & give a reasoned award.

The fees if any, of the arbitrator shall if required to be paid before the award is made and published, be shared equally by both the parties.

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

Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modifications or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

In all the cases where the amount of the claim in dispute is Rs.75,000/- (Rupees Seventy Five Thousand Only), and above, the arbitrator shall give reasons for the award.

It is also a term of the contract that if contractor(s) do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from **BOI** that the bill after due verification is passed for payment of a lesser amount, or otherwise, the contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and **BOI** shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further it is agreed that for the purpose of this clause, such notice is deemed to have been received by the contractor(s) within 2 days of posting of the letter by **BOI** or when delivered by hand immediately after receipt thereof by the contractor(s), whichever is earlier. Further, a letter signed by the officials of **BOI** that the letter was so posted to the contractor(s) shall be conclusive.

37.0 **POWER SUPPLY** -

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges required for the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

38.0 **TREASURE TROVE Etc.** -

Any treasure trove, coin or object antique, which may be found on the site shall be the property of **BOI** and shall be handed over to the bank immediately.

39.0 **METHOD OF MEASUREMENT -**

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / Consultant shall be final and binding on the contractor.

FORCE MAJEURE -

Neither contractor nor **BOI** shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed.

However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

41.0 **LOCAL LAWS, ACTS, REGULATIONS -**

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the acts, laws, any other regulations that are applicable to the execution of the project.

42.0 **ACCIDENTS -**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect / Consultant. The contractor shall also report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

43.0 **TESTING OF MATERIALS -**

Testing of various materials should be carried out as per the relevant IS standard mentioned.

44.0 Contractor should submit Manufacturer's Certificates for the various materials and the above test will be carried out in addition to the certificate submitted. Cost of testing should be borne by the Contractor. In case of delay in testing material Bank reserves the right to have the same test and at Contractor's cost.

45.0 Contractor may note that restoring the premises to their original condition on daily basis after carrying out work is included in their scope. Utmost care should be taken regarding the windows, flooring, FURNITURE, computers, tables, chairs counters etc., contractor should ensure that such delicate areas and articles should be covered with necessary polythene / plastic covers before the commencement of the work. Any damage accidental or otherwise will be recovered from the contractor. Decision of the Bank is final and binding on the parties in this regard.

46.0 Ensuring that the existing light fixtures are in working condition during the course of interior work no light fixtures to be taken out or fans till new fixture is provided

47.0 The rates quoted shall be valid for working at all height, depths and on all floor level. No extra payment shall be made for scaffolding, stacking, ladders etc.

48.0 **The rates shall be entered in figures as well as words.** The tender will be rejected if the rates are not mentioned in words for each item.

The contractor shall submit his running bills for payment concerning work executed, which will be certified by the Architect for payment within 10 days from the date of submission of the bill.

The Architect will not certify to any application for payment to any contractor if there are: -

A. Defective items of work still uncorrected.

- B. Any claims or dues filed against the contractor for failure to pay for the cost of materials, labour or sub-contract amounts, or reasonable evidence that indicates probable filing of such claims.
 - C. Damage to another contractor's work/works.
 - D. A reasonable doubts that the contract cannot be completed from the balance unpaid amount.
- 50.0 When the works are complete in all respects, the contractor shall intimate in writing to the Architect and the Bank to enable to take possession of the same. The works shall not be considered virtually complete until the Bank and the Architect have jointly inspected the works and certified by the Architect / Consultant in writing that this has been completed.

I/We hereby declare that I/We have read and understood the above terms and conditions and that we shall abide by them if the work is awarded to us.

DATE: -

PLACE: -

**SIGNATURE OF TENDERER
WITH STAMP / SEAL**

FORM OF AGREEMENT

Articles of Agreement made at this day _____ between the **BANK OF INDIA** and _____ having its Registered office at _____
_____ (Hereinafter referred to as the Contractor which expression shall include its partners, their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS the employer is desirous of getting done the **proposed FURNITURE work at LDMO RBC SMEUC & ZCOD Branch, District – HARDOI, Hardoi Zone**

AND WHEREAS the contractors have agreed to execute the aforesaid work on terms and conditions mentioned herein and subject to special conditions, conditions of contract, schedule of quantities at item rates and whereas the contractor has deposited in demand draft a sum of_% with Bank as Initial Security Deposit for the due performance of this contract.

Now it is hereby agreed and declared by & between the parties hereto as follows:

1. In consideration of the payment to be made to them as herein under provided the contractors shall subject to the terms & conditions, specifications, bill of quantities, drawings etc. more particulars stated in the schedule aforesaid execute and complete the work within the given period from the date of commencement of the work.
2. The Bank shall pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the conditions contained in the schedule aforesaid.
3. Time is the essence of this contract and the contractors shall pay or allow the Bank to recover sum at ½% value of the contract per week as liquidated damage for the

period during which the said work shall remain incomplete beyond the time allowed in clause (1) above or beyond the time duly extended in writing as per conditions of the tender, maximum 05% of contract value.

The Bank may deduct such damages from any moneys due to the contractor under this agreement or any other agreement that may be subsequently entered into between the two parties.

4. The schedule above mentioned should form an integral part of this agreement and the decision of the Bank in reference to all matters of dispute as to materials and workmanship shall be final and binding on both the parties.
5. The Bank reserves to himself the right of altering the drawings of the work and of adding or omitting any item of work form or having portions of the same carried out departmentally or otherwise and such alterations and variations shall not vitiate this agreement.
6. The agreement comprises the works above and all subsidiary works connected therewith, even though such works may not be shown on the schedules appended therewith.
7. Notwithstanding anything contained in the tender submitted by the contractors, all the clauses of this agreement shall be binding on both the parties.

In WITNESS WHERE of the parties hereto have set their respective hands the day and the year herein before written.

SIGNED BY: -

FOR & ON BEHALF OF BANK OF INDIA

DATE: -

- 1.
- 2.

SIGNATURE: -

FOR & ON BEHALF OF THE CONTRACTORS

BY THEIR PARTNERS

DATE: -

- 1.
- 2.

SPECIAL CONDITIONS

(To be read in addition to or in further clarification to the condition of contract given in Article or Agreement attached herewith).

01. Before filling in the tender, the contractor will check all the drawings & schedule of quantities, visiting of site, site conditions, working timing, lift facilities, R.T.O. timing, Water / FURNITURE supply, Watchman's timing, Bank's working hours and will get an immediate clarification from the Architect / Interior Designer on item not clear / understood, site meeting etc., before tender submission. No claims for any loss or compensation will be entertained on this account.
02. All the work shall be carried out as per detailed drawings & specifications or as instructed by Architect.
- 03a. The rates quoted in the tender shall be for the finished items of work. They shall include all the charges required for labour, materials, sheds for storage of material, transportation of material and equipment, double scaffolding, centering materials, tools and plants, marking out and cleaning of site, during execution of various items of work and to do all things necessary to provide complete finished items for work consistent with the specifications attached to this tender document. The rates shall be inclusive of octroi duty, excise duty, packing & forwarding or any other duties or fees levied by any Government, public or local bodies. The rates shall be firm and shall not be subjected to any change, variations, labour conditions or any other conditions whatsoever.
- 03b. Water and Electricity for the work will be supplied at specified location in the premises. The contractor will have to make his own arrangement for storage and transportation of water, necessary cable / wiring etc. for carrying power to the place of work.
04. The calculations made by the tenderer should be based upon probable quantities of the several items of work, which are furnished for the tenderer's convenience in the schedule of probable quantities, but it must be clearly understood that the contract is not lump sum contract, that neither the probable quantities nor the value of the individual items nor the aggregate value of the entire tender will form part of the contract & that the Owner or the Architect do not in any way assure the tenderer or guarantee that the work would correspond thereto.
05. Qualified engineering and technical staff should be appointed at site by the contractor. Architect should be informed of their number and qualifications. Approval of Architect should be taken prior to appointing such technical staff on site.

06. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing the works or executing the works, whatever the cause for such delays may be, including delays in procuring Government controlled or other materials.
07. Acceptance of the tender shall be governed by the conditions of contract stipulated hereinafter. Acceptance of any or lowest tender and rejection of any tender is entirely, to the disposal of Bank / Architect without assigning any reasons to the tenderers.
08. The contractor shall keep the tender submitted by him open for acceptance for a minimum period of 90 days from the date of its submission. The rate quoted by the successful tenderer shall be firm and variation in rate of any one or all the items on any account shall not be allowed during the entire duration of any contract.
09. During the execution of work, contractor must check the work with his drawings. The contractor shall be responsible for all the errors in this connection and shall have to rectify all the defects at his own cost, failing which Architect / Engineer reserves the right to get the same rectified at the risk and cost of the contractor.
10. No claim for extra items or deviation from specifications shall be entertained unless the same is pointed out and accepted as such before the work of extra items or deviation is taken in hand. The Architect, however will be the Arbitrator in such matters every respect and his decision will be final and binding in all respects on both the owner and the contractor.
11. Any legal dispute between the Bank and the successful tenderer shall be settled as per the Articles of Agreement attached herewith. The final decision of Architect shall be binding for the Bank as well as the contractor.
12. The contractors shall comply with all bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges for giving and receiving all necessary notices, drawings and test certificates.
13. The tenderers are also required to produce proto type of all the different items of FURNITURE to be made for the above work for which they have quoted, without any additional cost for Architects and Interior Designer" approval.

14. The method of measuring various items of work shall generally be as described in the relevant items of work. In case of any doubt the mode of measurements shall be in accordance with the latest INDIAN STANDARD code of procedure for method of measurement.
15. The contractor at the site of his work at the place or places shown to him shall maintain the following facilities:-
 - a. Printed time schedule or Pert/Bar chart displayed properly.
 - b. All the drawings, which will be given to him for execution of the work.
 - c. The contractor shall keep all the drawings in proper condition and will not be permitted to remove the same from the site of work for any reasons whatsoever. They shall be available for inspection at all times by the Architect and his authorized representatives and Bank /Bank's representatives.
 - d. One 100 ft. & one 50 ft. steel measuring tape with ISI stamped certificate and two 10 ft. stock tapes, box of chalk for marking.
 - e. Measurement books, copies of bills of work due or certified, site instruction book, registered etc.
16. There shall be co-operation between the other contractors working at site and the successful tenderer to the maximum possible extent in accordance with the advice of the Architect / Bank.
17. The successful tenderer shall properly safeguard against damage or injury to the public, any person, including any employee of the Bank & to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with its execution of the work. The successful tenderer shall protect and hold harmless the owner against any or all claims for any such injury or damage. Proper FIRST AID BOX with necessary medicines shall be displayed on site exclusively for labourers.
18. The work in every respect during the progress and till final acceptance by the Owner, including raw materials delivered to the job site to be incorporated or used in the work by the successful tenderer are at his own risk. The successful tenderer at his own expense shall immediately replace any loss or damage to such material or work by the Bank or anybody.

19. The Architect shall have the right to direct the contractor to purchase and use materials from any particulars / specified source for the proper execution of the work.
20. The Architect / Interior Designer, the owner or their authorized representatives shall have full power for inspecting the work at the contractor's workshop or at any place from which the materials is obtained. Acceptance of any material shall in no way relieve the contractor of his responsibility of best material and workmanship.

The tests and / or analysis shall be done in the laboratory approved by the Architect and the contractor shall permit the Bank and / or the Architects any of the tests and / or analysis. The cost per tests will have to be borne by the contractor.

21. If payments given to the local authorities by the Bank for solving the matter on behalf of contractor (since contractor has complied by the conditions) for smooth functioning same will be deducted from the running bill or contractor should return the money in DEMAND DRAFT to the bank.
22. Deduction shall be made from the contractor's bill for any damage of computers, electronic gadgets, water leakage or Bank properties.
23. Deduction for debris, additional charges of water & FURNITURE consumption, watchman's overtime, deduction if any made against Bank 's equipment's or property, societies lift and sub-staff charges, local authorities expenditure if not paid by the contractor same shall be deducted from his running bill.
24. **PROGRAM OF WORK:** -
Within 2 weeks of instructions to commence the work and in agreement with the Architect, the contractor shall furnish a "Program and Progress Chart" of the whole of the works. Two copies of the program and progress chart shall be furnished on the site and kept upto date by the contractor.

This chart shall be modified as necessary and the Architect shall be informed about any circumstances arising affecting its validity.

25. **LABOUR CONTRACT ACT:** -
The contractor shall be responsible for the observance of all Central rules & regulations framed by the Central Government under the contract labour (Regulation and Abolition) Act, 1971. The Owners shall be entitled to deduct all

damages, which it might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.

26. **WORKMEN AT SITE:** -

The contractor's labourers shall not be allowed to live on the site at any time through out the contract or to trespass beyond the limits of the site.

Th

e contractor will be held responsible for any acts of trespassing by his labourers.

27. **DIMENSIONS:** -

Figured dimensions are to be taken in preference to scaled dimensions in all cases. Before commencing any work the contractor shall verify all measurements. If any discrepancies are found they shall immediately be brought to the notice of the Architect.

28. **DISCREPANCIES:** -

All items shown on the drawings or specifications are taken to be included in both. Any discrepancies, which occurs either the drawings or the specifications shall immediately be brought to the attention of the Architect.

29. **PHOTOGRAPHS:** -

The contractor shall through out the period of the contract take all practicable steps to ensures that no photographs of the site or of the works or any part thereof or anything therein are taken except with the permission in writing of the Architect and no such photographs are published or otherwise circulated without such permission.

30. **CUTTING AND MAKING GOOD:** -

Where it is found necessary to cut & make good the finished work in order to have better aesthetic point of view, the contractor will be required to do all necessary work at his own expenses.

Only approved hangers and bolts or other metal fixing devices shall be used to secure frames, panels and other units in position. Wooden plugs will not be permitted. Holes shall be formed with electric drills wherever possible. Structural members shall not be cut or drilling without prior consent of the project Engineer / Architect.

31. **MAINTENANCE & GUARANTEE:** -

The whole of the work to be performed under this contract shall be completed to the satisfaction of the Architect / Employer.

The contractor shall without additional charge to the Owner renew or replace any works, which prove to be of faulty workmanship or materials and fully

maintain the whole installations for a period of 12 months after the commencement of a Defect Liability period of the main contract and a sum of 05% of the contract amount shall be retained by the Owner for this period, the same may be released against Bank Guarantee of equivalent amount from a Nationalized Bank other than **BANK OF INDIA** or its subsidiaries for the period of 13 months.

32. **NOMINATED SUB-CONTRACTOR & SUPPLIERS:-**

The contractor is to, ensure all nominated sub-contractors' and suppliers' general attendance in all trades and every facility to move about the works in the legitimate pursuit of their respective and particular work, & is to allow for free use of such plant, scaffolding, ladders etc. as they may require to clear away rubbish for the use of welfare and sanitary conveniences and other usual conveniences of the site. He has to obtain full particulars about their requirements with regard to chases, recesses and other details and execute them and is to supply them with all necessary dimensions and other information so that their work may be correctly executed and subsequent alterations obviated. Should the contractor fail to do so, and chases, recesses etc. are afterwards found to be necessary, he will be required to make them "at his own cost". The contractor shall not be required to maintain any such scaffolding or staging longer than is necessary for his own use, or to erect any special scaffolding or staging longer than is necessary for his own use, or to erect any special scaffolding or staging for the use of others.

33. **PREVENTION OF SPOIL DUMPING:-**

The contractor shall take all reasonable steps to prevent spill, rubbish, debris, surplus materials etc. arising from the works being dumped on an area other than a recognized or approved dumping area and the contractor shall indemnify the Owner against any claim or loss arising therefrom.

34. **LEAVE PERFECT:-**

The contractor shall remove all rubbish and superfluous material from the site, the works with all reasonable speed from time to time and at completion. On no account shall the Bank's receptacles be used for this purpose.

STAMP:-

DATE:-

SIGNATURE OF CONTRACTOR

APPENDIX – A

01	Date of commencement	Immediately with issue of work Order or maximum within SEVEN days.
02	Date of completion	45 days
03	Liquidated damages	1/2% per week of delay or part Thereof but maximum 5% of Contract amount.
04	Defects liability period	12 months.
05	Value of works for Interim certificates	Minimum Rs.5,00,000/- [Rs.Five Lakh Only]
06	Earnest money deposit	Rs.10,000.00 (Rs Ten thousand) Demand Draft in favor of BANK OF INDIA – HARDOI.
07	Initial security deposit	2% of the tendered amount Less E.M.D. on acceptance of tender.
08	Retention amount	10% value of total work including Earnest money & security deposit from running bills up to 5% of the total contract Value.
09	Retention after virtual completion against defects liability	50% of the total retention amount for 12 Months
10	T.d.s	2% or as per Government norms
11	Period for honoring certificates for payment by the bank	10 Days (after receipt of certificates from the Architect by the employer)
12	Period of honoring final	30 days from receiving the BILL recommendation of the Architect.

We agree to the terms incorporated in the above `Appendix – A`.

Date:

Signature of Contractor(s) with Stamp / Seal