



CORPORATE OFFICE,  
PUNKUNNAM, THRISSUR – 680 002

**PROPOSED INTERIOR WORK – TREASURY OFFICE  
AT LOWER PAREL, MUMBAI**

(Tender is open for Interior Contractors)

DATE OF ISSUE: - 11<sup>th</sup> May, 2022

LAST DATE FOR TENDER SUBMISSION - 18<sup>th</sup> May, 2022 UPTO 3.00 P.M.

DATE OF TENDER OPENING: - 19<sup>th</sup> May, 2022 AT 4.00 P.M

Completion Period - 45 Days

## NOTICE INVITING TENDERS

### PROPOSED WORK – OFFICE INTERIOR / ELECTRICAL / NETWORKING

1. Dhanlaxmi Bank invites competitive quotation from interior contractors who have successfully completed similar works for value of Rs.7.00 lakhs and above in the last 5 years.
2. The eligible contractors can down load the tender documents form our Banks' website or obtain from Dhanlaxmi Bank, Infrastructure Department, Corporate Office, Punkunnam, Thrissur – 680 002 during working days.
3. The Technical bids duly completed in all respect superscripted as tender for the respective work along with the prescribed amount of EMD should be submitted to our below mentioned office on or before the date & time of submission of tenders mentioned above. The tenders not enclosed with specified amount of EMD (in the form of DD or Banker's cheque only) will be rejected. Bank reserves the right to accept or reject any or all the tenders without assigning any reasons therefore.
4. The technically qualified vendors will have to participate in this competition
5. THE SEALED TENDERS SHOULD BE SUBMITTED TO:

The Asst. General Manager  
Dhanlaxmi Bank  
Infrastructure Department  
Corporate Office, Punkunnam,  
Thrissur – 680 002  
PH: 0487 -7107100

## APPENDIX TO GENERAL CONDITIONS OF CONTRACT

- |  |   |   |
|--|---|---|
| 1. Earnest Money Deposit (EMD)                                     | - | Rs.5,000/-  |
| 2. Initial Security Deposit (ISD)                                  | - | 1% of contract value  |
| 3. Period of Completion  | - | 30 Days   |
| 4. Defect Liability period   | - | One year after completion as recorded in the Completion certificate / final bill  |
| 5. Agreed Liquidated Damages                                       | - | 2% of Contract amount per week of delay subject to a maximum of 10% of contract value   |
| 6. Period of Final Measurements                                    | - | 15 days after completion as recorded in the completion certificate.   |
| 7. Minimum Value of work to be executed for making interim payment | - | Minimum – Rs.2,00,000/-   |
| 8. Retention money from each bill                                  | - | 10% of gross value of each interim bill   |
| 9. Total retention money   | - | 10% of the contract value   |
| 10. Release of Retention Money                                     | - | After the defect liability period which is One Year as the case may be  |
| 11. Period for honoring RA Bills for making payment                | - | 5 working days from date of receipt of RA Bill for interim bills and 15 working days for final bill payment on receipt of final certificate from the Architect. |

## SECTION – 1 INSTRUCTION TO THE TENDERERS

### 1.0 Scope of work

Sealed tenders are invited by Dhanlaxmi Bank, Corporate Office, Punkunnam, Thrissur for Interior / Electrical / Networking Works at Dhanlaxmi Bank, Treasury office at 1002 B, 10<sup>th</sup> floor, Tower 1, One International Center, Senapati Bapat Marg, Mumbai - 400 013

### 2.1 Tender documents

Technical Bid: Shall contain prescribed EMD, forwarding letter accepting conditions of contract, Technical bid. List of Sub contractors. Bio-data of site engineer to be engaged on site, Income Tax Clearance and Sales Tax clearance certificates. A list of works like nature with details as to their magnitude and cost, the proportion of work done by the contractor in it and the time schedule for such works.

The tenders not enclosed with specified EMD (in the form of DD or Banker's cheque only) will be rejected. Bank reserves the right to accept or reject any or all the tenders without assigning any reasons therefore.

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

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Technical bid

2.2.1 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) Technical bid
- b) Additional Specifications
- c) Technical Specifications
- d) Drawings
- e) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers

2.2.2 Complete set of tender documents including relative drawings can be downloaded from our Banks' website or can be obtained in person from Dhanlaxmi Bank, Infrastructure Department, Corporate Office, Punnamm, Thrissur – 680 002 between 10-00 to 17-00 hrs on any day except holidays during the period mentioned in the Notice Inviting Tender

2.3 The tender documents are not transferable.

### 3.1 Site Visit

3.2 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 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.

### 4.1 Earnest Money

4.2 The tenderers are requested to submit the Earnest Money of Rs.5,000/-Rupees Five Thousand Only). In the Demand Draft of Banker's Cheque in favour of Dhanlaxmi Bank drawn on any Bank in India.

4.3 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.

4.4 No interest will be paid on the EMD.

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

5. EMD of successful tenderer will be retained as a part of security deposit and will be returned along with the final bill payment.

### 6.1 Retention Money

6.2 10% of the bill value will be deducted from respective running bills as retention money. Amount deducted as retention money would be paid to the contractors after the defects liability period of 12 months.

6.3 No interest shall be paid to the amount retained by Dhanlaxmi Bank as Retention Money.

### 7.0 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 30 days from the date of handing over site or 5 days from the date of receipt of work order whichever is later.

#### 8.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period of 15 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.

#### 9.0 Liquidated Damages

The liquidated damages shall be 2% per week subject to a maximum of 10% of contract value.

#### 10.1 Rate and prices:

##### 10.2 In case of item rate tender

10.2.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

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.

10.2.2 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.

10.2.3 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 Bank.

10.2.4 Each page of the BOQ shall be signed by the authorized person and cutting or over writing shall be duly attested by him.

10.2.5 Each page shall be totalled and the grand total shall be given.

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

## INSTRUCTIONS TO TENDERERS:

All the rates shall be filled up in figures as well as words without fail.

The rates and amount against each item of work shall be filled up only in tender papers issued to the tenderers.

The tenders shall be accompanied by the Earnest Money Deposit for the specified amount.

The tenders shall be duly signed by the competent person.

No paper or sheet shall be detached from the tender document issued to the tenderers.

All the drawings shall be returned along with the tenders.

The tenders shall be liable for rejection if any of the above said requirements are not complied with.

Water and power for interior works shall be arranged by the Contractor. In case the Bank agrees to provide water, the electricity charges towards pumping of water will have to be borne by the contractor.

The client does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

A schedule of probable quantities in respect of each work and specifications accompany these specials conditions. The schedule of quantities is liable to alteration by omission, deductions or additions at the discretion of the Architects with the consent of the employer.

All items or work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

In case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for actual work done on the basis of lump-sum charges as will be assessed to be payable by the Bank.

The tenderers must include in their tender prices quoted for all duties royalties, cess and sale tax or any other taxes or local charges if applicable.

No extra claim on this account will in any case be entertained.

If the employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the Contractor in accordance with the quantities consumed in the work.

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials in which in the opinion of the Employer are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be borne by the Contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the architects shall relieve the Contractor from his liability in respect of unsound work or bad materials.

All materials should be got tested by the contractor from approved laboratory and test result submitted to the employers for approval. Only those materials which are approved by the employers should be used at works. The cost for testing shall be borne by the contractor only.

The contractor will be made payments towards steel based on the actual quantities of steel used at site including laps mentioned in the drawings to the exact lengths.

The contractor must co-operate and co-ordinate the work with work of all other contractors appointed by the employer so that the work shall proceed with the least possible delay and to the satisfaction of the Bank. The contractor co-ordination with other contractors appointed by the employer is essential to maintain smooth progress of work and any delays, which in the opinion of the Employer is due to non-co-ordination and inefficient management of the contractor will not be entertained for any extension of time.

No escalation of cost of materials due to any reasons will be entertained.

The contractor will observe all statutory and legal requirements as required by the central and state governments as applied to the work. He shall fully indemnify the employer against any loss of property, life etc.

Contractors shall indemnify the employer and architect against any accident on site and immediately outside causing injuries / death to any workers / visitors / third party claims



under any of the statutory bodies. All insurance certificate to be provided by contractor PF/Insurance/Taxes of contractor workers are the contractor's full responsibility.

## GENERAL CONDITIONS OF CONTRACT

### 1.1 Definitions:

“Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between Dhanlaxmi Bank (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 Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

121 ‘Dhanlaxmi Bank’ shall mean THE DHANLAXMI BANK LTD. (client) having its Corporate Office at Punkunnam, Thrissur, Kerala and includes the client's representatives, successors and assigns.

122 ‘Site Engineer’ shall mean an Engineer appointed by the Dhanlaxmi Bank / their representative to give instructions to the contractors.

123 ‘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.

124 ‘Engineer’ shall mean the representative of the Architect/ consultant/ Bank.

125 ‘Drawings’ shall mean the drawings prepared by the Bank and issued by the Bank and referred to in the specifications and any modifications of such drawings as may be issued by the Bank 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.

126 '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 Bank/consultant  
"Month" means calendar month.

127 "Week" means seven consecutive days.

128 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

## CLAUSES

### 1.1 Total Security Deposit

Total Security deposit comprise of

- ☐ Earnest Money Deposit
- ☐ Retention Money

#### a) Earnest Money Deposit:

The tenderer shall furnish EMD of Rs.5,000/- Five Thousand Only) In the form of Demand draft drawn in favour of Dhanlaxmi Bank and payable at Thrissur 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.

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 Dhanlaxmi Bank after it is accepted by the Dhanlaxmi Bank the contractor fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

#### b) Retention Money:

Besides the EMD 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. EMD and Initial Security Deposit shall be refunded to the contractor without any interest along with final bill payment. Retention Money shall be refunded to the contractors without interest within fifteen days after the end of 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 or 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.
- 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 Dhanlaxmi Bank through the architect/ consultant. The architect/ consultant at the directions of the Dhanlaxmi 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 there upon.

#### 5.0 i) Letter of Acceptance:

Within the validity period of the tender the Dhanlaxmi Bank shall issue a letter of acceptance directly 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 the Dhanlaxmi Bank and the contractor.

#### ii) Contract Agreement:

On receipt of intimation of the acceptance of tender from the Dhanlaxmi Bank the successful tenderer shall be bound to implement the contract and within Seven days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value.

#### 6.0 Ownership of drawings:

All drawings, specifications and copies thereof furnished by the Dhanlaxmi Bank are the properties of the Dhanlaxmi Bank. They are not to be used on other work.

#### 7.0 Detailed drawings and instructions:

The Dhanlaxmi Bank 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 program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the Dhanlaxmi Bank.

#### 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 5.0 of GCC 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 the Dhanlaxmi Bank on account of such breach to pay a liquidated damages at the rate of 2% of the contract value which subject to a maximum of 10% 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 behaviour is found to be unsatisfactory by the Dhanlaxmi Bank he shall be removed from the site immediately.

#### 11.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. 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 the Dhanlaxmi Bank in writing. 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 the Dhanlaxmi Bank 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 Bank 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 Bank the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the Bank.

#### 13.0 Protection of works and property:

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the Dhanlaxmi Bank 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 works and shall comply with all applicable provisions of Govt. and local bodies safety laws 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 26.0 at his own cost. The policy may be taken in joint names of the contractor and the Dhanlaxmi Bank and the original policy may be lodged with the Dhanlaxmi Bank.

#### 14.0 Inspection of work:

The Dhanlaxmi Bank 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 the Dhanlaxmi Bank and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the Dhanlaxmi Bank except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the deputed Technical Examiner.

## 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 the Dhanlaxmi Bank and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

## 16.0 Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Bank instructions and shall be subject from time to time to such tests as the Bank may direct at the place of manufacture of 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 material or part of work before incorporation in the work for testing as may be selected and required by the Bank.

## 17.0 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 incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

## 18.0 Contractor's superintendence

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

## 19.0 Quantities

a) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements 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 15%. The entire amount paid under clause 20, 21 hereof as well as amounts of primer cost and provisional sums, if any, shall be excluded.

b) Variation exceeding 15%: The items of work executed in relation to variation exceeding 15% shall be paid on the basis of provisions of clause 22 (e) hereof.

## 20.0 Works to be measured

The Architect / Consultant may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send or 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 writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his representative to take measurements 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.

## 21.0 Variations

No alteration, omission or variation ordered in writing by the Bank shall vitiate the contract. In case the Dhanlaxmi Bank / 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 within seven days of giving such oral instructions 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 Bank 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.

## 22.0 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 the Dhanlaxmi Bank as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

a) (i) 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.

(ii) 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 subclause ( 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 or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Bank of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Bank 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 Bank) the workman's name and materials employed be delivered for verifications to the Bank 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 of equipment and wastages etc. plus 10% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

### 23.0 Final measurement

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

### 24.0 Virtual completion certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the Dhanlaxmi Bank, the contractor shall ensure that the following works have been completed to the satisfaction of the Dhanlaxmi Bank.

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 the Dhanlaxmi Bank and not incorporated in the permanent works.

c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by the Dhanlaxmi Bank and shall clear, level and dress, compact the site as required by the SBM.

d) Shall put the Dhanlaxmi Bank in undisputed custody and possession of the site and all land allotted by the Dhanlaxmi Bank.

e) Shall hand over the work in a peaceful manner to the Dhanlaxmi Bank.

f) All defects / imperfections have been attended and rectified as pointed out by the Dhanlaxmi Bank to the full satisfaction of Dhanlaxmi Bank.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the Bank is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Bank 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.

This issuance of a VCC shall be without prejudice to the Dhanlaxmi Bank 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 the Dhanlaxmi Bank against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

## 25.0 Work by other agencies

The Dhanlaxmi Bank 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 if 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 the Dhanlaxmi Bank. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

## 26.1 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the Dhanlaxmi Bank 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 and compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of Dhanlaxmi Bank to execute the works or any part thereof on, over, 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 the Dhanlaxmi Bank 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 Dhanlaxmi Bank, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

#### 26.2 Contractor to indemnify Dhanlaxmi Bank

The contractor shall indemnify the Dhanlaxmi Bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

#### 27 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the Dhanlaxmi Bank 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 Dhanlaxmi Bank 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 the Dhanlaxmi Bank if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Bank in this behalf.

#### 28 Accident or Injury to workman:

The Dhanlaxmi Bank 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 or any subcontractor, save and except an accident or injury resulting from any act or default of the Dhanlaxmi Bank or their agents, or employees. The contractor shall indemnify and keep indemnified Dhanlaxmi Bank 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.

#### 29.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or five days from the date of issue of work order by the Dhanlaxmi Bank whichever is later.

#### 30.0 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 30 Days from the date of commencement. If required in the contract or as directed by the Bank. 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.

#### 31.0 Extension of time

If, in the opinion of the Bank, the work be delayed for reasons beyond the control of the contractor, Dhanlaxmi Bank grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of 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 the Dhanlaxmi Bank in writing at least 10 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 in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended times, which will quality for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Dhanlaxmi Bank 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.

#### 32.0 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 Dhanlaxmi Bank should the rate of progress of the work or any part thereof be at any time be in the opinion of the Dhanlaxmi Bank too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Dhanlaxmi Bank shall thereupon take such steps as considered necessary by the Dhanlaxmi Bank to expedite progress so as to complete the works by the

prescribed time or extended time. Such communications from the Dhanlaxmi Bank 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.

### 33.0 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 Dhanlaxmi Bank, save when the work is unavoidable or absolutely necessary for the saving of life of property or for the safety of the work in which case the contractor shall immediately advise the Dhanlaxmi Bank. 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 Dhanlaxmi Bank at no extra cost to the Dhanlaxmi Bank.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

### 34.0 No compensation or restrictions of work

If at any time after acceptance of the tender Dhanlaxmi Bank 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 Dhanlaxmi Bank shall give notice in writing to that 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 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 Dhanlaxmi Bank 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 Dhanlaxmi Bank 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 Dhanlaxmi Bank shall be final.

### 35.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the Dhanlaxmi Bank (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 Dhanlaxmi Bank may consider necessary so

as not to cause any damage or injury to the work already done or endanger the safety thereof for any of 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 works 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 Dhanlaxmi Bank

- i) 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.

### 36.0 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 Dhanlaxmi Bank shall have the power to adopt any of the following course as they may deem best suited to the interest of the Dhanlaxmi Bank

- a) To rescind the contract (of which rescission notice in writing to the contractor by the Dhanlaxmi Bank shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of Dhanlaxmi Bank.
- b) To employ labour paid by the Dhanlaxmi Bank 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 Dhanlaxmi Bank 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 Dhanlaxmi Bank 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 Dhanlaxmi Bank shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by Dhanlaxmi Bank 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 the Dhanlaxmi Bank 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 advance 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 or any work thereto for actually performed under this contract, unless and until the Dhanlaxmi Bank 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.

### 37.0 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any '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 Dhanlaxmi Bank that he is able to carry out and fulfil the contract, and to give security therefore if so required by the Dhanlaxmi Bank.

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 the Dhanlaxmi Bank or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

a) Has abandoned the contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Dhanlaxmi Bank 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 the Dhanlaxmi Bank through the Architect / consultant that the said materials were condemned and rejected by the Dhanlaxmi Bank 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 the Dhanlaxmi Bank or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the Dhanlaxmi Bank 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 Dhanlaxmi Bank 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 the Dhanlaxmi Bank 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 plant for the works.

When the works shall be completed or as soon thereafter as convenient the Dhanlaxmi Bank 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 the Dhanlaxmi Bank sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the acts of the Insurance Company incidental to the sale of the materials etc.

### 38.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Bank's Engineer/ Architect / consultant to the contractor within 10 working days from the date to certificate to the payment from Dhanlaxmi Bank from time to time.

The Dhanlaxmi Bank 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. The Dhanlaxmi Bank 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 is not less than Rs.2,00,000/- (Rupees Two Lakhs Only) and the minimum interval between two such bills shall be 7 days.

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.

The Dhanlaxmi Bank 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.

The contractor shall submit the interim bills in the prescribed format with all details.

### 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 Dhanlaxmi Bank shall be final and binding on the contractor.

#### 40.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed Proforma at site of work and should produce the same for inspection of Dhanlaxmi Bank whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

Register for hindrance to work

Register for running account bill

Register for labour

#### 41.1 Force majeure

41.2 Neither contractor nor Dhanlaxmi Bank 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.

41.3 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.

41.4 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 there from 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.

41.5 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.

#### 42.0 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.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (Amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) ) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

#### 43.0 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 Dhanlaxmi Bank. The contractor shall also such report immediately to the Competent Authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

### SPECIAL CONDITIONS OF CONTRACT

#### 1.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Dhanlaxmi Bank before proceeding with the work.

#### 2.0 Notice of operation

The contractor shall not carryout any important operation without the Consent in writing from the Dhanlaxmi Bank.

#### 3.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make his arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

#### 4.0 Firefighting arrangements

i) The contractor shall provide suitable arrangement for firefighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant Authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations, which can create fire hazards.
- c) Access for firefighting equipment.
- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type size number and location of fire extinguishers or other fire lighting equipment.
- f) General housekeeping.

#### 5.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Dhanlaxmi Bank. Any communication relating to the works may be conveyed through. Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the contractor and shall be made available to the Dhanlaxmi Bank as and when demanded. Any instruction which the Dhanlaxmi Bank may like to issue to the contractor or the contractor may like to bring to the Dhanlaxmi Bank two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

#### 6.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Dhanlaxmi Bank.

#### 7.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Dhanlaxmi Bank at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish

arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

We agree to above conditions

Signature of contractor  
(With seal & address of the company)

This tender be accepted in whole or in part, I/We, hereby agree to abide by and fulfill all the terms and conditions annexed hereto. Further, I/We bind ourselves to execute the contract and commence the work within the time specified failing which I/We agree that my / our Earnest Money shall be retained by the Employers. Further I/We undertake to deposit the full amount of the security deposit specified in the above memorandum. I/We also agree to the retention money being deducted from my / our bills in accordance with the conditions of contract.

It is clearly understood that the Employer reserve the right to reject any tender, including the lowest, without assigning any reasons whatsoever for such rejection

A schedule of probable quantities in respect of each work and specifications accompany these tender documents. The Schedules of probable quantities are liable to alterations, omissions, deductions or additions to any extent at the discretion of the Dhanlaxmi Bank. Each schedule of quantities should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

Rates should be quoted both in figures and words. However, rates quoted in words will be taken as final for calculation purpose.

The tenderer must obtain for himself on his own responsibilities and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work, and all matters pertaining thereto.

The quoted rates in the tender shall include all charges for scaffolding, water and electricity, consumption charges, hire for any tools and plants, shed for materials, marking out and clearing of site. The rate quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subjected to change, variation, labour conditions, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates sales tax, excise duty, Kerala Workers Welfare Fund, octroi, works contract tax and any other tax and duty or other levy levied by the central government or a n y

state Government or local authority, if applicable. No claim whatsoever in respect of sales tax, excise duty, octroi, works contract tax or other taxes shall be entertained by the employer.

The calculations made by the tenderers 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 a lumpsum contract that neither the probable quantities nor the value of the individual items nor the value of the entire tender will form part of the contract and that the employer does not in any way assure the tenderer or guarantee that the said probable quantities are correct.

The calculations made by the tenderers 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 a lump sum contract that neither the probable quantities nor the value of the individual items nor the value of the entire tender will form part of the contract and that the employer does not in any way assure the tenderer or guarantee that the said probable quantities are correct.

The calculations made by the tenderers 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 a lump sum contract that neither the probable quantities nor the value of the individual items nor the value of the entire tender will form part of the contract and that the employer does not in any way assure the tenderer or guarantee that the said probable quantities are correct.

The Employer will be free to take away any item / items from the schedule/bill of quantities in part or the whole schedule itself and the tenderer shall not have any claims for this. The tenderer shall extend his / their full co-operation to other agencies working at the same site. The final bill of tenderer will be based on the actual executed quantities of each item and they shall not have any extra claims, for less / more quantities compared to tendered quantities.

The rates quoted by the tenderer shall remain firm during the execution of this contract and also during the extended time beyond the completion period, till the premises are handed over to the employer. No escalation in rates whatsoever on this account will be considered by the employer.

The employer reserves the right to award this work to a single tenderer or split it two or more tenders.

At any time during the progress of the work, any item/s being manufactured at the tenderers workshop may be inspected by the Employer. The contractor shall make all necessary arrangements for such visits at their own cost.

### SCOPE OF WORK:

The contractor shall carry out and complete the work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Employer. The Employer from time to time issue further drawings and / or written instructions details, directions and explanations which are hereafter collectively referred to as “EMPLOYERS INSTRUCTIONS” in regard to :

- a) The variation or modification of the design quality or quantity of works, or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedules of quantities and / or drawings and / or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefore.
- d) The removal and / or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects.

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the contractor or his representatives upon the works, by the Employer shall if involving a variation, be confirmed in writing by the contractor to the Employer and the Employer within seven days, and if not dissented from in writing within further seven days by the Employer such shall be deemed to be Employers' Instructions within the scope of the contract.

### CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, watching and lighting up nights as well as by day, required not only for the proper execution and protection of the public and the safety of any adjacent road, buildings, streets, cellars, vaults, pavements, walls, houses and all other erections, matters or things. The contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring, etc. as occasion shall requires or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Employer.

The contractor shall be responsible to register themselves under the Contract Labour (Regulations and abolition) Act 1970 and rules there under and they shall comply with and carryout all the provisions and obligations under the said act and rules and furnish all information to Employer as may be required by it and shall also indemnify the Employer against any penalties / claims arising from any default on their part.

The contractor shall observe that his work shall not cause any nuisance to the public in general and to the neighboring occupants in particular.

#### **CONTRACTOR RESPONSIBLE FOR SETTING OUT WORKS & FOR RECTIFYING BAD WORKS:**

The contractor shall set out the works and shall be responsible for the true and perfect setting of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works, the contractor shall at his own expense rectify such error to the satisfaction of the Employer.

#### **MATERIALS AND WORKMANSHIP TO CONFIRM TO DESCRIPTION:**

All materials and workmanship shall be of the respective kinds described in the schedule of quantities and / or specifications and in accordance with the Dhanlaxmi Bank instructions and the contractor shall upon the request of the employer, furnish them with all invoices, accounts, receipts and other vouchers, accounts to prove that the materials comply therewith. The contractors shall at his own cost arrange for and / or carryout any test of any materials which the architects may require.

#### **REMOVAL OF IMPROPER WORK:**

The Dhanlaxmi Bank shall during the progress of the works have power to order in writing from time to time or times as may be specified in the order, of any materials which in the opinion of the Bank are not in accordance with the specifications or instructions and the contractors shall forthwith carryout such order at his own cost. the case of default on the part of the contractor to carry out such order the employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent or incidental thereto as certified by the Bank shall be borne by the contractor, or may be deducted by the employer from any moneys due or that may be become due to the contractor.

#### **DEFECTS LIABILITY PERIOD**

Any defects, shrinkage, settlement or other faults which may appear within the defects liability period stated in the schedule hereto within 12 months after the virtual completion of the work arising in the opinion of the architects from materials or workmanship/not in accordance with the contract, shall upon the directions in writing of the Bank, and within such reasonable times as shall be specified therein, be amended and made good by the contractor at his own cost and in case of default the employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages loss and expenses shall be recoverable from him by the employer or may be deducted by the employer any moneys due or that may become due to the contractor.

## COMPLETION CERTIFICATE

The works shall not be considered as completed until the architects have certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

## OTHER PERSONS ENGAGED BY EMPLOYER

The employer with the concurrence of the architects reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons , and contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangement with the employer; such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

## LIABILITY FOR ACCIDENTS AND DAMAGE AND INSURANCE

- i) The contractor shall during the execution of the work properly cover up and protect any part of the work liable to injury by exposure to the weather, and shall take every reasonable precaution against accident or injury to the work from any cause.
- ii) All contractors equipment shall be at the sole risk of the contractor.
- iii) The contractor will insure all his personnel and his part of the work against any personnel injury which may be sustained by them as a result of fire/accident at the time of execution of the work.

The contractor shall be responsible for workmen's compensation insurance and all other statutory requirements in regard to the personnel in the contractor's employment.

## CLEARANCE OF SITE

The contractor shall have to remove all malba from the site of work, dirt and dust, from floors and wood work and white wash or color wash, distemper or paint splashes from doors, windows, glass panels, etc., before handing over the building to the employer. The work shall not be treated as complete in all respects unless there requirements are fulfilled by him. In the event of the contractor failing to do so the Employer shall have the right to get the site cleared, dust and dirt removed and doors and windows etc. cleaned of splashes etc., at the contractor's risk and cost without prejudice to the right of employer to take action to recover damages under clause 23 of the contract.

## SITE ESTABLISHMENTS

The contractor shall provide all huts, stores, tarpaulins and other covers for all the accommodation of his staff, workmen and materials likely to deteriorate in the open shall be stored under suitable cover

BILLS OF QUANTITY AS ATTACHED FILE

Layout sketch (attached)