

BARODA UTTAR PRADESH GRAMIN BANK

**TENDER DOCUMENT
FOR
INTERIOR FURNISHING
SYSTEM WORK FOR EXISTING BRANCH AT
NARTHUA, DISTRICT RAEBARELI.**

**AT
RAEBARELI (Dist)
UTTAR PRADESH.**

**Date of Issue : - 11.04.2019
Date of Submission : - 22.04.2019 Up to 3:00 PM.**

ARCHITECTS

**M/S MOHIT & ASSOCIATES
L-2/554 VINEET KHAND, GOMTI NAGAR,
LUCKNOW
MOB-9582218092, 7428217659**

IMPORTANT SCHEDULES

DATE OF ISSUE OF TENDER	:	11.04.2019
LAST DATE OF RECEIPT OF TENDER	:	22.04.2019 till 15.00 hrs
DATE OF OPENING OF TENDER	:	22.04.2019 at 16.00hrs at RO, RAEBARELI.
EARNEST MONEY	:	Rs. 7,500.00
INITIAL SECURITY DEPOSIT	:	2.5% of the accepted Value of the Tender, Including Earnest Money.
SIGNING OF AGREEMENT	:	Within 2 days of issue of letter of intent/ order
COMMENCEMENT OF WORK	:	Within 5 days of issue of letter of intent/ order
PERIOD OF COMPLETION	:	20 days from the date of issue of letter of Intent / order
LIQUIDATED DAMAGES	:	RS 5,000 per week, subject to a max. of 7.5% of the accepted Contract Sum.
PERIOD OF RUNNING BILL	:	Fortnightly
RETENTION MONEY/DEPOSIT	:	10 % of Gross Value from Each running Bill
REFUND OF SECURITY & RETENTION DEPOSIT	:	<ul style="list-style-type: none"> a) Initial Security Deposit- to be released within 14 days of requesting the bank after obtaining the certificate of completion. b) Retention Money – to be refunded 14 days after giving in writing a request after End of Defects Liability Period.
INCOME TAX DEDUCTION	:	At the Prevailing Rates from each bill
DEFECTS LIABILITY PERIOD	:	12 months after completion of Works
PERIOD OF FINAL MEASUREMENT	:	3 weeks from completion/ date of submission of Final Bill, whichever is later.
		COST OF TENDER PAPERS: Rs-500 (Non Refundable)

SECTION – I

INVITATION TO TENDERERS

- 1.1 Sealed tenders on item rate basis are invited in the prescribed form by the Regional Manager, Baroda Uttar Pradesh Gramin Bank.

Tender No.	Name of Work	Earnest Money	Time of Completion
CON/BGB/NTU/FUR/04-Furnshing work of Branch at NARTHUA, RAEBARELI		7,500/-	20 days

- 1.2 The work as detailed in this tender shall be executed and completed in all respects within the stipulated period in accordance with the Tender Document, Bill of Quantities, Drawings and Instructions, to the satisfaction of the Architects and the Employers.
- 1.3 The tenderers is required to deposit Rs7,500/- as **Earnest Money** along with the tender in the form of crossed "Demand draft payable at Raibareli, in favor of Baroda UttarPradesh Gramin Bank". The earnest money will be refunded without any interest to the unsuccessful tenderers.
- 1.4 Tenders filled in the prescribed form should reach the office of Regional Manager, Baroda Uttar Pradesh Gramin Bank latest by Date 22.04.2019, 15.00 hrs., in sealed covers and super scribed with the name of the work and the tender No. They would be opened on the same day at 16.00 hrs. in the presence of contractor/ Authorized representative with Bank officers.
- 1.5 Rates must be quoted for complete work at site, inclusive of all costs, taxes, any other charges etc. All charges like Sales tax, Works Contract tax, E.S.I charges etc would be borne by the contractor and Employer will not entertain any claim whatsoever in this respect.
- 1.6 The tenders shall remain valid for acceptance by the Employer for a period of 3 months from the date of opening the tenders.

- 1.7 The Security amount and The Retention Money will be refunded without any interest. As per the schedule mentioned.
- 1.8 The **Defects liability period** will be 12 months from the date of completion of Work. Any defects found during this period in the various jobs executed by the contractor will have to be rectified by him, without any extra charges. In case the Employer finds that the contractor has not carried out the rectification, then he is at a liberty to get the same executed by another contractor and adjust the amount spend from the Security Deposit of the main contractor.
- 1.9 The earnest money of the successful tenderers will be forfeited in the event of his refusal/ delay in starting the work. The Decision of Regional Manager, Baroda Uttar Pradesh GraminBank will be final in this.
- 1.10 Tender documents (complete) duly filled and signed by the tenderers shall be submitted as the tender for the work.
- 1.11 The Baroda Uttar Pradesh Gramin Bank and the Architects, M/s Mohit& Associates do not bind themselves to accept the lowest or any tender, or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The tenderer in such an event will be bound to perform the contract at the same rates as quoted in the tender for various works. Any item is liable for alteration at the discretion of the Architect & the Employer, if required.
- 1.12 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing in any form will be liable for rejection.
- 1.13 The tendering firms, in case the tenderers' is a partnership firm, shall submit the tender signed by all the partners.
- 1.14 On acceptance of the Tender, the Contractor shall intimate the name of his accredited representative who would be responsible for taking instructions from the architects and carrying out the works.
- 1.15 The successful tenderers' will extend full co-operation with other contractors appointed by the employer, so that the work shall proceed smoothly. The main responsibility of the overall completion of the work in time will lie with the Furnishing Contractor.
- 1.16 The successful tenderers will need to sign the agreement , three sets, on stamp paper of Rs 100/- only. Tenderers failure to make such an agreement within the stipulated time frame will amount to non- acceptance on his part. In this case the Employer will have the right to revoke the acceptance of tender without any further notice to the tenderers.

SECTION – II

INSTRUCTIONS TO TENDERERS

- 2.1 The tenderers are advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information which may be required for completing the tender. Ignorance of site conditions or local information shall not be considered as an excuse for non- performance of the contract or any increase in the rates quoted by him.
- 2.2 The tenderers shall examine carefully all the tender documents consisting of :
- Invitation to Tenderers
 - Instructions to Tenderers
 - General and Special Conditions of Contract
 - Bill of Quantities
 - Set of Drawings
- All the above shall form Part of the agreement.
- 2.3 Time is the essence of contract and the tenderers are required to complete the works in all respects to the satisfaction of the Architect & the Employer within the stipulated time.
- 2.4 The tender should contain the rates & the amount (both in figures and words), in the prescribed column of the BOQ. All the items should be totaled up in the end. All corrections should be duly attested by the tenderers. In case of any discrepancy between rates and amounts, the lower value will be taken for the finalizing of the tender amount.
- 2.5 It shall be clearly understood that the rates quoted in the tender are to be, for complete work at site, as per the instructions to Tenderers, Conditions of Contracts, Specifications and Drawings and also for all such works as become necessary for proper completion of works, although specific mention thereof may not have been made in the specifications or drawings of tender documents. The rates shall be firm and not subject to cost escalation on account of labor and material conditions or any other reason whatsoever.
- 2.6 The tenderers shall use only the form issued with this tender to fill up the rates.
- 2.7 Every page of the tender shall be signed on the left hand side bottom corner.

- 2.8 The Contract will be governed by the Indian Contract Act, Indian Sale of Goods Act and all other relevant Laws. All payments due to the contractor under the contract will be made in Indian Rupees Currency.

SECTION –III

FORWARDING LETTER

SECTION III - FORWARDING LETTER

FROM -----

TO, RM
 Baroda Uttar Pradesh Gramin Bank
 Regional Office
 Raibareli

Ref: Tender No. **CON/BGB/ NTU /FUR/04**

Dear Sir,

With reference to the tender invited by you, I/we hereby offer to perform, provide, execute and complete the works in conformity with conditions of contract, drawings and specifications for the respective items of schedule of quantities attached hereto.

I/we have satisfied ourselves as to the location and prevailing conditions of the site, and have read carefully the Articles of Agreement, Conditions of Contract, Specifications, General and Special Conditions, Technical Specifications, etc. I/we understand that the works are to be completed within ----days from the date of issue of letter of Intent/ Order and fully understand that time will be the essence of the contract.

I/ we enclose a demand draft for **Rs. 7,500**, drawn on -----, payable at **Raebareli**, in favor of **Baroda Uttar Pradesh Gramin Bank** as Earnest Money and fully understand that this amount will not bear any interest.

I/we agree to keep the offer open for 90 days from the date of opening the tender.

Should this tender be accepted in whole or part, I/we hereby agree to abide by and fulfill all the terms and conditions annexed hereto.

All the terms and conditions of tender have been fully read by me/us. I/we accept the same and sign hereunder in token of their acceptance.

We further enclose the following documents:-

- i) Partnership deed, Article of Association and Power of Attorney, as applicable. We agree that no change will be made in these documents without prior approval of **Baroda Uttar Pradesh Gramin Bank**
- ii) Tender document Duly signed.
- iii) Details of my firm
- iv) Latest ITCC

Name of Partners/ Directors

Yours Faithfully

Date

Signature of Tenderers with
Official Stamp.

SECTION –IV
GENERAL CONDITIONS OF CONTRACT

SECTION IV

4.1 DEFINATIONS

In this contract, the following words and expression shall have the meaning thereby assigned to them unless the contract ascribed a different meaning

- a) **Employer** means Baroda Uttar Pradesh Gramin Bank and includes their authorized representatives to deal with any matter on their behalf.
- b) **Employer- in – charge** means the person appointed by the Employer and notified to the Contractor to be in charge of the project
- c) **Clerk of Works** means any Engineer appointed by the Employer to perform the duties of Resident Engineer, limited to Supervision of Work and notified to the Contractor to be in charge of the project
- d) **Architects** means the Architects Employed by Baroda Uttar Pradesh GraminBank to give consultancy.
- a) **Contractor** means the individual, firm or Company with whom the contract is entered into and includes the heirs, executors, or successors.
- b) The expression **Contract** means the document forming the Tender and acceptance thereof and included all the sections of the tender including BOQ and set of drawings.
- c) **Tender** means the offer made by an individual or firm or company for execution of the works.
- d) **Acceptance of Tender** means the letter from the Employer communicating to the tenderer the acceptance of this tender and include the advance acceptance of his tender.
- e) **Drawings** means the drawings referred to in the tender documents including any modifications of such drawings approved in writing by the Architect or his representative and such other drawings as are made from time to time and furnished by the contractor and approved by the Architect.
- f) **Site** means the actual lace as described in the tender at which the execution of works is to be done with the surrounding areas.

- g) **A Week** shall mean 7 days without regard to the number of Hrs worked in a day in that week.
- h) **Specifications** means standard specifications for works and materials brought out in the tender, and added to or superseded by special specifications. In absence of any specifications for any item of work the relevant specifications in CPWD or IBA works Manual shall be followed and work be executed accordingly.

4.2.1 **EXTENT OF CONTRACT**

The contractor shall supply at his own cost all the materials like ladders, scaffoldings, temporary works that may be required for the proper execution of the works, whether original, altered or substituted works. The contractor shall also supply survey instruments and other materials necessary for purpose of setting out of works and assisting to the measurements or examination at any time.

The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accidents and shall be bound to bear any expenses of defense brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person. In no case the Employer shall be a party to any such claim and the Contractor shall indemnify the Employer against any claim for any person on this account.

4.2.2 **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and his prices for the work which shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the work.

4.2.3 **Sub- Letting of Contract**

The contractor shall not assign the contract or any part thereof to any other party without the prior written consent of the Employer.

4.2.4 **Power to Make alterations**

Architect shall have the powers to make any alterations or additions to the stipulated specifications, drawings, designs and instructions that he may feel necessary or advisable during the progress of the work. The contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Architect and such alterations shall not invalidate the

Contract, and any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor. The time for completion and Costs of such additional works shall be extended in proportion to the original contract. The certificate of the Architect shall be conclusive as to such proportions.

4.2.5 Works subject to approval of Architect

All works to be executed under the contract shall be subject to approval of the Architect who shall be entitled to direct at what points and in what manner they are to be commenced.

4.2.6 Urgent repairs and Urgent Works

If by any reason, during the execution of the work or during the defects liability period, any works or repair become urgently necessary and the Contractor is unable / unwilling to do such work immediately, then the Employer may get the same done on their own and deduct the cost thus incurred from the funds due to the contractor.

4.2.7 Clearance of Site

The Contractor shall have to remove all Malbaa from site of work, dirt and dust, etc. before handing over the works to the Employer. The works shall not be treated as complete in all respects unless these requirements are fulfilled.

In the event the Contractor failing to do so the architect and the employer shall have the right to get the site cleared at the contractors risk and cost.

.4.2.8 Protection of Trees and Shrubs

Trees and Shrubs designated by the Architect shall be protected from damage during course of the work and the earth level shall not be changed within three feet of such trees.

4.3 ARCHITECTS STATUS AND DECISIONS

- a) The Architect shall have General supervision & direction of Works. He has authority on behalf of the Employer to stop the work whenever such stoppage may be necessary to ensure proper execution of the works. The Architect shall be the interpreter of the conditions of Contract and the judge of its performance.
- b) The Architect within reasonable time make decisions of all claims of the contractor and all other matters related to the execution and progress of work.

The decision of the Architect with respect to all or any of the following matters shall be final

- i) Variation/ Modification of the Design
 - ii) Quality and Quantities of Works Executed
 - iii) Discrepancies in the drawings and Specifications
 - iv) Opening up for inspection of any work covered up.
 - v) Amending of any defects occurring under Defects Liability Period
- c) The Contractor shall on the report of the Architect immediately dismiss from the works within 24 hrs any person employed thereof by him who may in the opinion of the Architect/ Employer be incompetent/ misconducts himself.

4.4 DIRECTIONS REGARDING DRAWINGS & DESIGN

- a) After signing the Contract, the Contractor will be given three sets of drawings free of charge. Additional copies if required would be made at his own costs. One set of the drawings shall be kept at the site by the contractor and available to Architect/ his representative at all times.
- b) Further drawings and Instructions including revisions, as the Architect may furnish to the contractor shall form part of this contract.
- c) Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is Commenced and obtain instructions of the Architect incase of any discrepancy.

4.4.2 Action where no specifications

In case of any work for which there are no specifications in the contract, such works shall be carried out in accordance with the directions of the Architect.

4.5 DIRECTIONS FOR EXECUTION OFWORKS

4.5.1 **Setting Out**

The Contractor shall be responsible for the true and proper setting out of works. If at any time during the progress of the work any error shall appear in any part of the work, the Contractor shall rectify the errors. The checking of any setting out by the Employer/ Architect shall not in any way relieve the contractor of his responsibility for the correctness thereof.

4.5.2 **Engagement of labor**

The Contractor shall employ labor in sufficient numbers to maintain the required rate of progress and Quality of work. No child labor will be employed by the Contractor.

The contractor shall comply with all the provisions of Minimum wages Acts, Industrial Disputes Acts, ESI Acts.

The Contractor shall indemnify the Employer against any payment to be made under And for observance of the Regulations aforesaid without prejudice to his right to claim Indemnity from his sub- contractors.

The contractor shall provide at his own cost for the protection of the works and for the Safety of those employed on works or the Public.

4.5.3 **Water and Power Requirements**

All arrangements for water and Power required shall be made by the Contractor at his own costs and nothing extra on this account shall be paid to him. Similarly filtered water required for drinking purposes for the laborers shall also be arranged by the Contractor at his own cost.

The contractor shall make necessary arrangements for procuring petrol/ diesel for machinery or for Power generation to ensure uniform progress of work in the event of Power failure.

No extension of time of completion of the contract shall be allowed on account of Power failure.

4.5.4 **Disruption of Progress**

The Contractor shall give written notice to the Architect whenever progress of work likely to be delayed. The notice shall include details of the drawings or order required and of why and when it is required and of any delay likely to be suffered if it is late.

If for any reason, within reasonable time, the Architect is unable to give directions, and the work suffers, then the Architect shall take such delay into account in determining any extension of time to which the Contractor is entitled.

4.5.5 Rectification of Defects

If it appears to the Architect that any work has been executed with imperfect workmanship or inferior material, then the Contractor shall rectify/ reconstruct the part so specified.

4.5.6 Samples

Samples of all materials to be used in works, shall be submitted for approval to the Architects, within four days of commencement of Contract.

The costs for preparing samples will be borne by the contractor.

4.5.7 Inspection Of Works

All works in execution stage or executed shall be open to inspection and supervision of the Architect/ his representatives. During the Visit of the Architect, the Contractor or his representative should be available on site.

4.5.8 Preparation of Program Schedule

The contractor, in consultation with the Architect shall prepare a program schedule of the various activities, before commencing of the works.

4.5.9 Extension of Time for Completion

If the contractor shall desire an extension of the time for completion of the work, on his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Architect within 3 days of occurrence of such hindrance and the extension he so desires.

The Architect, in consultation with the Employer shall, if, in his opinion will authorize such extension of time as may be proper.

4.5.10 Liquidated Damages For Delay

The time and Date stipulated in the contract for the completion of the work shall be deemed to be the essence of the contract. If the contractor fails to carry out the works within the stipulated time or the extended time if given, then he shall pay to BARODA

UTTAR PRADESH GRAMIN BANK a sum of Rs 5,000/- per week as Liquidated damages, for the period the works remain unfinished. The total amount of such a penalty shall not exceed 7.5% of the total Contract Price.

4.5.11 Defects Liability Period

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Employer any defects which may develop or may be noticed before the end of 12 months from the Certified Completion date and intimation of which has been send to the contractor within 7 days of the expiry of the said period.

If the Contractor, while rectifying the above defects, damages any other area of the site, will make good the related defects also at his own expense. In case he does not do so then the same would be got done by the Employer and expenses would be deducted from the amount due to the contractor.

4.6 MEASUREMENTS AND PAYMENTS

- 4.6.1 A bill supported with measurement details shall be submitted by the contractor Fortnightly to the Architect for all works executed and the Architect or his Representative shall verify the requisite measurements. All bills shall be submitted in Triplicates.

All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment and not as payments for works actually done and completed and shall not preclude the requiring of bad and imperfect work to be rectified or considered as an admission of due performance of the contract.

Income tax deductions will be made as per the prevailing rates from the contractor's on account bills.

4.6.2 Final Bill

Final bill supported with consolidated measurements of the full work executed shall be submitted by the contractor, the same will be verified by the Architect within Three weeks of Completion of Works.

After Verification, the Architect will give seven days notice to the Contractor to Countersign the bill as a token of acceptance or intimate in writing his intention to dispute. If the Contractor fails to take appropriate action within the prescribed period as above, then the bill finalized by the Architect shall be final and binding on the Contractor.

4.6.3 Claim for Interest

No Claim for interest will be entertained by the Employer, with respect to any money balances as lying with the Employer.

4.6.4 Rates For Extra, Additional, Altered or Substituted works.

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions, in their respective order.

- i) If rates for similar works are directly available in the Contract for the work, the contractor is bound to carry out at the same rates as available in the contract.
- ii) If rates are not directly available in the contract, then they will be derived from the rates for a similar class of works as are specified in the contract.
- iii) If the rates cannot be determined, then the Contractor shall submit a detailed cost analysis as per market rates for same. The Architect will settle such claims.

4.7 GUARANTEES

4.7.1 Quality Of Work

The Contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and method of construction.

The Specifications assume a proper degree of Skill on the part of the Contractor and Workmen Employed. The Contractor shall consult the Architect, whenever in his judgment variation in the methods of Construction or in the quality of material would be beneficial or necessary to fulfill the guarantee called for. Such variations may be made by the Contractor, only when authorized by the Architect.

4.7.2 Cost of Execution of work or repair, etc.

All works of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.

4.7.3 Remedy on Contractor's failure to carry out the works required.

If the contractor shall fail to do any such work as the aforesaid required by the Architect. The Employer shall be entitled to carry out such works at the contractor's own cost and recover the same from any money that may become due to the contractor.

4.7.4 Contract Valid during Guarantee Period

This contract shall remain valid and in force until the expiry of Guarantee Period.

4.8 RESCINDING/ TERMINATE CONTRACT

4.8.1 In any case under any clause of this contract, the contractor has rendered himself liable to pay compensation amounting to whole of his retention deposit in hands of Employer, the Architect in consultation with the Employer, on his behalf shall have power to adopt any of the following courses-

- a) To rescind the contract (of which rescission notice in writing to the contractor shall be conclusive evidence)
- b) To employ a contractor paid by the Employer and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labor and the price of the materials.
- c) To measure up the work of the contractor and to take such part of the work of the contractor as shall be unexecuted out of his hands and to give it to another contractor to complete. In this case any expense which may incur in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer.

In the event of any of the above courses being adopted by the Architect, the Contractor will have no claim to compensation to any loss sustained by him.

4.8.2 Termination Of the Contract

If at any time after the commencement of the work the Employer for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, Architect shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which would have derived from the execution of the work.

4.8.3 Jurisdiction

The contract and its operation shall be governed by the laws of India, for the time being in force. The contract shall deemed to have been entered into at Raibareli.

4.8.4 Bye Laws and Local Authorities

The contractor shall conform to the provisions of any Govt. Acts and regulations of Local Authorities. Contractor would pay all charges and fees for towards Stacking, etc. The Contractor shall keep the Employer indemnified against all penalties and liabilities incurred in connection with the said contract.

The contract will be governed by the Indian Contract Act, Indian Sales Act and all other relevant laws.

4.8.5 Arbitration

All disputes related to the said contract shall be referred to the arbitration of the person appointed by the Employer. All rules will be subject to Arbitration Act 1940, or any statutory modification or re- enactment thereof.

It is a term of the contract that if the Contractor does not make any demand for arbitration in writing within 30 days of receiving the intimation from the Employer that bill has been certified for Payment, the claim of the contractor will deemed to have been waived absolutely bared and the Employer shall be discharged and released of all liabilities under the contract.

SECTION -V
FORM OF AGREEMENT

Made at... day of..... between Baroda Uttar Pradesh Gramin Bank, Regional Office, Raibareli(hereinafter referred to as the Employer which expression shall include their heirs, executors, administrators and assigns) of the one part and (hereinafter referred to as Executors which expression shall include their heirs, executors, administrators and assigns) of the other part.

Employer is desirous of refurnishing work of Furniture Works at Narthua- RAIBARELI

has caused drawings and specifications describing the work to be done to be prepared by M/sMohit& Associates as their Architects.(hereinafter referred to as the Architects)

The said drawings and Specifications and the Price Schedule of Quantities have been signed by both the parties and the contractor has agreed to execute upon.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said contract, payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said Priced Schedule of Quantities.
2. The Employer shall pay the Contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The said Contract comprises the building above mentioned and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said Architects even, though such works may not be shown on the Drawings or described in the said Specifications or the Priced Schedule of Quantities.
4. The Employer through the Architect reserves to himself the right of altering the drawings and nature of the work and adding to or omitting any items of work or of having portions of the same carried out otherwise and such alterations shall be carried out without prejudice to this contract.
5. The Employer in consultation with the Architect reserves the right to exercise control on quality of work, check the measurements, approval of rates of extra or substituted items. The decision of the Architect shall be final and binding in this regard.

- 6. The following documents shall be deemed to form and construed as part of this agreement along with the amendments, negotiated and confirmed in various subsequent letters exchanged as mentioned hereinafter and parties hereto will respectively abide by and submit themselves to the Conditions and Stipulations and perform the agreement on their parts respectively in such conditions contained
 - a) Notice inviting Tender
 - b) Instructions to Tenderers
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Technical Specifications
 - f) Schedule of Quantities
 - g) Employers letter dated..... To the Contractor awarding the Contractor awarding the Contract
 - h) Contractors letter dated to the Employer in acceptance of the award of Contract

- 7. All dispute arising out of or in any way connected with the agreement shall be deemed to have arisen at Raibareli, the Court in Raibareli shall have jurisdiction to determine the same.

- 8. The several parts of this contract have been read to us and fully understood by us.

Witness our hand this day of2019

SIGNED BY THE SAID EMPLOYER

Witness

1)

2)

SIGNED BY THE SAID CONTRACTOR

Witness

1)

2)

SECTION –VI**SPECIAL CONDITIONS OF CONTRACT****SECTION VI****6.1 Insurance for Works**

The contractor before commencing on execution, without limiting his obligation shall insure the works against all acts of God, at his own costs and keep them insured till the completion of the project, in the joint names of the Employer and the contractor, for the full amount of the Contract.

The Contractor shall deposit the policy and receipt for the premiums with the Employer within 7 days from the date of signing of the contract. In case the Contractor fails to do so, then the Employer can make the required Policy and deduct the amount from the Contractors amount due.

6.2 Insurance in respect to damage to persons and property

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or any other person employed by him.

The clause shall be held to include any damage to buildings whether immediately adjacent or otherwise. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property.

The Contractor shall reinstate all damages of every sort mentioned, due to his contract work to the property of third parties.

The Employer shall be at liberty and is empowered to deduct the amount of any damage or compensation levied on him due to the negligence of the Contractor.

Such insurance will not limit or bar the liability and obligation of the contractor to deliver the works to the Employer complete in all respects as per the contract. In case of loss or damage, the money payable under any insurance shall be received and retained by the Employer until the works are finally complete and such money shall then be credited to the Contractor in final settlement of accounts.

SECTION – VIII**LIST OF APPROVED AND NOMINATED MANUFACTURERS / SUPPLIERS OF MATERIALS FOR INDIAN BANK AT GREATER NOIDA, UTTAR PRADESH.**

S.NO.	MATERIALS	APPROVED BRANDS
1	False Ceiling & Cornices	India Gypsum
2	Aluminium Fram	Jindal, Indal
2	Wood Framework: All wood must be well seasoned, free from knots, other defects.	Meranti (seasoned) with two coats of wood preservative
3	Wood skirting /mouldings, Lipping /beading	Steam beech/ Mahogany/ Teak wood
4	BWP Marine Ply wood (IS: 710)	Green ply/ Archid/ Century
5	Laminate	Century/ Archid/ Greenlam/ Sunmica
6	Veneer	Century/ Archid/ Greenlam
7	Wood Preservative	STP- Pentaphene pale / Termination Tor (Pidilite)
8	Adhesive	Fevicol SH (Pidilite) / Araldite/SR- 998/ Century – SH
9	Door Closer	Dorset/ ozone/ opel
10	Floor Spring	Dorma/ ozone
11	Door Lock	Ozone /Dorset/golden/Godrej
12	Drawer Lock	Ozone /Dorset/golden /Godrej
13	Hardware	GKW
14	Hinges	Ozone /CIEF/Ebco
15	Screws	GKW/ Nettle fold
16	Carpet	Interface/ Shaw
17	Vertical blinds	MAC decor/Vista levolor
18	Sun Control Film	3M or equivalent
19	Soft Board / Display Board	Jolly board
20	Paints	Berger/ Asian/ Nerolac
21	Texture paint	Spectrum/ Oikos
22	Ceramic Tiles	Orientalbell , Nitco, , Kajiria
23	Vitrified tiles	Orientalbell , Nitco, , Kajiria
24	Glass & Mirror	Modi Guard/ Saint gobain, Ashai
25	Handle	Stainless steel finish Neki / Hassely/ Hattich
26	MDF Boards	Greenpanel max/ Archid/Merino
27	Wooden flooring	Green panel max, Archid, Pergo
28	PVC flooring	Armstrong/ Krishna vinyl
29	Sanitary fittings	Toto/ Roca/ Kohler/ Grohe / Jaquar

30	AFC/Monarch/PSL/SPACEWOOD/STEELCASE
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The above material list is only indicative and equivalent material may be used. Prior Approval from Bank / Architect to be obtained for any material to be used at site.

NOTE:-

- 1. In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the Architect / Bank. The preference of make/brand of the material listed above will be decided by the Architect/ Bank. The make/brand of any item will be as mentioned in the drawings issued by the Architect.**
- 2. The contractor shall provide samples of all materials mentioned in the list of makes as required by the Architect. A written approval of these samples shall be sought prior to commencement of any work. Architect / Bank reserves the right to enquire the genuineness of any material used at site directly from the manufacturer/dealer.**