



The **ERNAKULAM DISTRICT Co-operative BANK Ltd.**

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AN ISO 9001 : 2008 CERTIFIED BANK

Tender for

**INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM
WORKS FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., BRANCH AT
KOOVAPPADY**

TECHINCAL BID

LAST DATE: On or before **17-08-2016** on **2pm**

SUBMITTED TO:

**The General Manager
The Ernakulam District Co-operative Bank Ltd.,
Head Office, Thrikkakkara,
Kakkanad P O, Kochi- 682030**

TENDER SUBMITTED BY:

(Name & Address of Contractors)

**THE ERNAKULAM DISTRICT CO-
OPERATIVE BANK
Head Office: Kakkanad.**

PREMISES DEPARTMENT

**TENDER FOR INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING
AND PA SYSTEM WORKS FOR THE ERNAKULAM DISTRICT CO-OPERATIVE
BANK LTD., BRANCH AT KOOVAPPADY**

TECHNICAL BID

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THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD.

NOTICE INVITING TENDER

EDCB invites sealed tenders in TWO BID System from eligible furnishing Contractors for the **INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM WORKS FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., BRANCH AT KOOVAPPADY**

Details of the Tender are as under:

- | | |
|---|---|
| 1) Name of work | : Interior Furnishing, Electrical and allied works for. The Ernakulam District Co-operative Bank Ltd. Branch at KOOVAPPADY. |
| 2) Time allowed for Completion | : 45 days |
| 3) Earnest Money Deposit | : Rs 25,000/- |
| 4) Security Deposit | : 5% of the Contract Value |
| 5) Cost of Tender Documents | : Rs. 250/- |
| 6) Availability of Tender document | : 02-08-2016 to 16-08-2016 |
| 7) Last Date & Time for Submission | : 17-08-2016 at 2PM |
| 8) Date and time of Opening of Tenders* | : 17-08-2016 at 3PM |
| 9) Address for Submission of Tender | : The Ernakulam District Co-operative Bank Ltd, Head Office, Thrikkakkara, Kochi |
| 10) Place of Opening Tenders | : The Ernakulam District Co-operative Bank Ltd, Head Office, Thrikkakkara, Kochi |
| 11) Defects liability period | : 12 months |
| 12) Validity of offer | : 90 days |
| 13) Liquidated Damages | : 0.5% per week |

* - In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

Complete set of tender documents can be obtained by down loading from Bank's web-site www.edcbank.com under the head 'Tender and Notices' or obtained in person from this office on working days between 11.00 AM & 4.00 PM except on Saturdays on payment of Rs.250/- in the form of a Demand Draft drawn in favour of 'The Ernakulam District Co-operative Bank Ltd' payable at Kakkanad. The cost of Tender document taken from Bank's web-site has to be attached along with the Technical Bid of the Tender in the form of a Demand Draft for an amount of Rs.250/-, drawn in favour of 'The Ernakulam District Co-operative Bank Ltd' payable at Kakkanad, at the time of submission of Tender.

The Contractors have to submit the following documents/copies along with the tender (**Technical Bid**).

1. Attested copy of the Certificate for Sales Tax / Work Contract Tax, Service Tax registration & PAN.
2. List of major works executed during the last 3 years (Photocopies of workorders, completion certificates to be enclosed)
3. Details of work in hand (Photocopies of work orders should be enclosed)
4. Annual Turnover for the last 3 years (Photocopies Balance sheet, Income Tax ,L&P should be enclosed)

On the date specified for opening of Tender, only the Technical Bids will be opened. The opening of Price Bids will be intimated to the eligible Tenderers after processing their data as listed above. The Price Bids of the rejected parties shall be returned un-opened.

Please read the 'INSTRUCTIONS TO TENDERERS' thoroughly before submitting the Tenders. Also note to verify the Bank web-site under 'Tender Notices' before the last date and confirm that 'CORRIGENDA' to the Tender Notices issued (if any) has been read and / or complied with.

EDCB has the right to accept / reject any / all tenders without assigning any reasons.

For and behalf of The Ernakulam District Co-operative Bank Ltd.

SECTION -1

INSTRUCTIONS TO THE TENDERERS

1.0. Scope of Work

The Scope of Work is to carry out the **INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM WORKS FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., BRANCH AT KOOVAPPADY**

1.1. Site and its Location

The Proposed works are to be carried out at

2.0 Tender documents

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

- a). Instructions to tenderers
- b). General conditions of Contract
- c). Special conditions of Contract
- d). Technical Specifications
- e). Drawings
- f). Priced bid

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

- a) Price Bid
- b) Technical specifications
- c) Drawings
- d) Special conditions of contract
- e) General conditions of contract
- f) Instructions to Tenderers

2.3 Complete set of tender documents can be obtained by down loading from Bank's web-site www.edcbank.com under the head 'Tender and Notices' or obtained in person from this office on working days between 11.00 AM & 4.00 PM except on Saturdays on payment of Rs.250/- in the form of a Demand Draft drawn in favour of 'The Ernakulam District Co-operative Bank Ltd' payable at Kakkanad. The cost of Tender document taken from Bank's web-site has to be attached along with the Technical Bid of the Tender in the form of a Demand Draft for an amount of Rs.250/-, drawn in favour of 'The Ernakulam District Co-operative Bank Ltd' payable at Kakkanad, at the time of submission of Tender.

2.4 This Tender is in **TWO BID system, viz; TECHNICAL BID & PRICE BID**. The Technical Bid shall contain the following sections, viz; Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings and the EMD in the form as stated elsewhere. The Price Bid shall contain only the Schedule of Items (Bills of Quantities), as issued in document form.

2.5 The tender documents are not transferable.

3.0 **Rates and Prices**

3.1. This is an item rate tender.

3.1.1. 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.

3.1.2. The tenderers need not quote 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.

3.1.3. 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 Consultant / Bank.

4.0. **Signing of Price Bid**

4. 1. Each page of the Price Bid (BOQ) shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

4.2. Each page shall be totaled and the grand total shall be given.

4.3. The tenderer should not change or modify or delete the description or unit of the item. If any discrepancy is observed, he should immediately bring the same to the knowledge of the Consultant / Bank.

4.4. Each page of the Price Bid shall be signed by the authorized person and cutting or overwriting shall be duly authenticated by him.

4.5. **The amount / rates of the Price Bid submitted shall be taken as firm and shall be deemed to include all costs, charges, allowances, taxes, levies, etc.**

The rates quoted shall be firm and shall not be subject to any variations due to labour conditions, fluctuations in railway freight and any other conditions whatsoever. Under this clause any increase or decrease in prices of materials and labour rates shall be fully borne by the Contractor.

5.0 **Submission & Opening of Tender**

5.1. The tender marked ORIGINAL shall be submitted, containing Technical Bid & Price Bid in separate covers properly sealed, in the manner as prescribed below.

- 5.1.1. ORIGINAL TENDER in two separate covers and superscribed "Cover No. 1 – TECHNICAL BID" & "Cover No. 2 - PRICE BID" shall be put inside a bigger cover and sealed by superscribing "**INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM WORKS FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, AT KOOVAPPADY BRANCH**"
- 5.1.2. The tender shall be submitted to the place, the address of which is given in the NIT, either in person or by post / courier, so as to reach with in the time & date specified in the NIT. **Late Tenders shall not be accepted.** The tenders shall be received at the Bank's Head Office by the Assistant General Manager (Premises) or by any other official authorized by him for the purpose.
- 5.2. The Duplicate Set of the tender document can be retained by the Contractor.
- 5.3. **The Bank prefers no condition on the tender from the tenderers. Any clarification on the tender may be obtained from the Consultant / Bank before submission.**
- 5.4. The opening of tenders received shall be done by a Committee constituted for the purpose by the Bank. The tender opening process can be witnessed by the Tenderer or his authorized representative producing written authorization from the Tenderer. The tender opening processes shall be in the manner specified hereafter.
- 5.4.1. The tenders received shall be numbered in the order of receipt. The covers containing the tenders shall be verified whether they are in sealed condition by the members of the Committee and shall be shown to the tenderers present.
- 5.4.2. The bigger cover containing the ORIGINAL tender will be opened first on the date & time of opening of tender specified in the NIT. The covers contained inside, i.e.; Cover No. 1 & Cover No. 2, shall be then segregated. The Cover no. 2 containing the PRICE BID of all the tenders shall be kept separately in a bigger cover and sealed in the presence of the Committee.
- 5.4.3. The Technical Bid of the tender, i.e.; Cover No. 1 of all the tenders shall be opened then and shall be verified. If no condition is noticed on the Technical Bids submitted by all the Tenderers, the Committee shall decide on opening the Price Bids contained in Cover No. 2, kept in a separate sealed cover, on the same day. However, if any of the tenderers put forth any condition in the tender, the opening of the Price Bid will be deferred for assessing the implications of the conditions on the cost of work and the new date for opening of the Price Bid will be intimated to the tenderers in due course.
- 5.4.4. During scrutiny of the Technical Bid, the conditions / suggestions from the Tenderers shall be evaluated and the terms acceptable to the Bank shall be intimated to all tenderers. The conditions / suggestions which involve financial implications on the project shall be discussed with the respective tenderer and shall be given an option to modify their Price Bid by withdrawing their condition. The revised Price Bid shall be on percentage increase / decrease, if any, on the quoted sum, which has to be submitted in a sealed cover, superscribing 'COVER No. 2 A' - specifying the name of work. This shall be submitted before the date that may be fixed for opening of Price Bid. If the Tenderer ignores the above offer for submission of Cover No.2 A within the stipulated period, his tender shall be rejected and his Price Bid will be returned un-opened.

- 5.4.5. The PRICE BIDS contained in Cover No. 2, as well as any revised Price Bids vide Cover no. 2 A from any or more Tenderers due to the reasons vide clause no. 5.4.4., shall be opened at the same office as stated for opening of the tenders and at the date and time specified in the intimation to the tenderers as mentioned elsewhere. Cover no. 2 A will be opened first and if it is found to be in accordance with the scope as stated in clause no. 5.4.4. above, Cover no. 2 of the corresponding tender will be opened. If the Cover no. 2 A contains any other conditions, the tender shall be rejected.
- 5.4.6. On opening of the Price Bids, only the total tendered amount of each tender shall be read out. The actual / final quoted amount and the lowest tender (L-1) shall be announced only after completion of physical arithmetic checking of the amounts of individual items.

6.0 Site Visit

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

7.0 Earnest Money

- 7.1 The tenderers are requested to submit the Earnest Money of Rs. 25,000/- in the form of Demand Draft of Banker's Cheque in favour of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., payable at Kakkanad drawn on any Scheduled / Commercial Bank. It shall be attached along with other documents of Technical Bid vide Cover No. 1.
- 7.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 8.1 above shall be rejected.
- 7.3 No Interest will be paid on the EMD.
- 7.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.
- 7.5 EMD of successful tenderer will be retained as a part of security deposit.

8.0 Initial Security Deposit

- 8.1. The successful tenderer will have to submit a sum equivalent to 5% of contract value less EMD, by means of D/D drawn in favour of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., with in a period of 15 days of acceptance of tender.

9.0 Security Deposit

- 9.1 Total security deposit shall be 10% of contract value. Out of this 5% of contract value is in the form of initial security deposit, which includes the EMD. The amount of initial security deposit less EMD is payable by the contractor by Cash / D.D. to the bank on acceptance of the tender before handing over the site. Balance 5% shall be deducted from the running account bills of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be 10% till total 10%

Of contract value is reached. Total Security Deposit would be paid to the contractors after the defects liability period as specified in the contract.

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

10.0. Signing of Contract Documents.

10.1. The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

11.0. Completion Period

11.1. Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **45 Days** from the date of commencement of work.

12.0. Validity of tender

12.1. Tenders shall remain valid and open for acceptance for a period of three months 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.

13.0. Liquidated Damages

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

14.0 No Advance Payment:

14.1 There is no provision for any advance payment including for mobilization purpose for this work.

14.2 No Secured Advance against supply of materials required for the work shall be considered.

15.0. Acceptance of Tender

15.1. The Bank shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderers shall have no right to question the acts of the Bank. However, adequate transparency shall be maintained by the Bank.

SECTION – 2.

GENERAL CONDITIONS OF CONTRACT.

1.0. Definitions:

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

- 1.1. **'Consultants'** shall mean Mr. Santhosh S R
- 1.2. **'Contract Agreement'** shall mean the documents forming the tender and the acceptance thereof and the formal agreement executed between The Ernakulam District Co-operative Bank Ltd (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 Consultants / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.3. **'Contract value'** shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions there to or deductions there from as may be made under the provision herein after contained.
- 1.4. **'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.
- 1.5. **'Drawings'** shall mean the drawings prepared by the Consultants and issued by the Site Engineer and referred to in the specifications including any modifications of such drawings as may be issued by him from time to time.
- 1.6. **'Engineer'** shall mean the representative of the Consultant.
- 1.7. **'Site Engineer'** shall mean an Engineer appointed by the Bank through the Consultant as their representative at site to give instructions to the contractors.
- 1.8. **'Specifications'** shall mean the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Consultant time to time.
- 1.9. **'The Bank'** shall mean The Ernakulam District Co-operative Bank Ltd. having its H.O. at Kakkanad, Kochi and includes its representatives, successors and assigns.
- 1.10. **'The 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 Agreement 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.
- 1.11. **'Month'** means calendar month.
- 1.12. **'Week'** means seven consecutive days of 24 Hrs.

CLAUSES :-

2.0. Scope of Work:

The work comprises of all Furnishing and Electrical related data/voice, Music System, CCTV & Air conditioning works

The contractor shall carryout the complete work and maintains the same in every respect, strictly in accordance with this Contract and with the directions of and to the satisfaction of the Bank to be communicated through the Consultant. The Consultant at the directions of the Bank from time to time, issue further drawings and / or written instructions, detailed directions and explanations which are hereafter collectively referred to as Consultant's instructions in regard to the variations or modification of the design, quality or quantity of work or the addition or omission or substitution of any work.

3.0. Language:

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

4.0. Errors, Omissions & 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.
- (iv). In case of difference between rates percentage written in figures and words the rate in words shall prevail
- (v). Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

5.0. Ownership of drawings:

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

6.0. Detailed drawings and instructions:

The Bank through its Consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents. True developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the Bank through the Consultant.

7.0. Letter of Acceptance:

Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the Consultant / Consultant 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 Bank and the Contractor.

8.0. Contract Agreement:

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

9.0 Copies of Agreement

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

10.0. Materials, Appliance and Employees

Unless or otherwise specified, the contractor shall make his own arrangements for the supply 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 of best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the Bank / Consultant shall be removed from the site immediately.

11.0 Permits, Law 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 Bank in writing under intimation of the Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the Bank against the loss and consequences of any legal actions arising there from.

12.0. Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of positions, levels, dimensions, and alignment of all parts thereof and get it approved by the consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the Consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to the 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 Bank's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, (except due to causes beyond his control) and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the 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 36.0 hereof at his own cost. The policy shall be taken in joint names of the contractor and the Bank and the original policy shall be lodged with the Bank.

14.0. Quality of materials, workmanship & Tests:

- (i). All materials and workmanship be best of the respective kinds described in the contract and in accordance with Consultant instructions and shall be subject from time to time to such tests as the Consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistants, 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 as may be selected and required by the Consultant.

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufactures and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

15.0. 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 fulfillment of contract.

16.0. Contractor's Superintendence & Minimum requirement of Technical Staff:

- 16.1. The contractor shall give necessary superintendence during the execution of the works and as long, thereafter, as the Consultant may consider necessary until the expiry of the defects liability period, stated hereto.
- 16.2. The Contractor shall at his own expense employ persons possessing the qualification and experience as described hereunder to supervise the works and to receive instructions from Consultant s/Bank's Engineer . Any directions, instructions or notices given by the Consultant s/Bank's Engineer to such supervisors shall be deemed to be given to the Contractor.
 - i). A qualified Resident Supervisor as Site – In - Charge having diploma and minimum five years' experience in interior furnishing works.

16.3. Dismissal of Workmen:

The Contractor shall, on the instruction of the Site Engineer, immediately dismiss from the work any person employed thereon, who may, in the opinion of the Site Engineer, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the Site Engineer.

17.0. Commencement of Work:

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

18.0. 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 **45 Days** from the date of commencement. If required in the contract or as directed by the Consultant, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the Contract.

19.0. 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 Bank / Consultant. If the rate of progress of the work or any part thereof at any time be in the opinion of the Bank / Consultant is too slow to ensure the completion of the whole of the work within the prescribed time or extended time for completion, the Consultant shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the contractor within the prescribed time or extended time. Such communications from the Consultant neither shall relieve the Contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

20.0. Work during Nights and Holidays

As this office is a functioning one, the works are to be programmed in such a way so as to carry it out without any disturbance to its smooth functioning. The works programmed during night and holidays shall be carried out without unreasonable noise and disturbance. Necessary permits for the entry of workers, supervisors etc. shall be obtained in advance for security reasons. Materials brought in would be subjected to security check by the Security Persons of the Bank. Materials to be taken out shall be with proper 'Gate Pass' issued by the Site Engineer, every time.

21.0. No Compensation for Restrictions of Work

If at any time after acceptance of the tender the 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 Consultant 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 brought to the site for the bonafide use on 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. However that the Consultant shall have in such cases has 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 any such materials having been issued from the Bank stores and returned by the contractor to the Bank 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 decision of Consultant shall be final.

22.0. Inspection of work:

The Bank / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Bank, Consultant and their representatives necessary for inspection and examination and test of the material and workmanship. No person unless authorized by the Bank / Consultant 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 _____

23.0. Works to be Measured

The Consultant may from time to time intimate the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Consultant 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 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 M. book. If the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

24.0. Method of Measurements

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 India Standards. In the event any dispute / disagreement the decision of the Consultant shall be final and binding on the contractor.

25.0. Quantities

- i). The Price Bid or 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 rates quoted may have maximum variation of the quantity against individual item to any extent subject to maximum variation of the contract value by 25%. All the amount paid under Clauses 23.0 above and 26.0 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

- ii). Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clauses 26.0 and 27.0 hereof.

26.0. Variations

No alteration, omission or variation ordered in writing by the Consultant shall vitiate the contract. In case the Bank / Consultant thinks proper at any time during the progress of work 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 Consultant shall give notice thereof in writing to the contractor or shall confirm in writing 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 Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Consultant and the same shall be added to or deducted from the contract value, as the case may be.

27.0. DEVIATION, VARIATION, EXTRA / DEVIATED ITEMS AND PRICING:

- 27.1 The contractor may when authorized and shall when directed, in writing by the Site Engineer may for that purpose appoint, add to, omit from, make alterations in, substitutions for, or vary the works shown upon the Drawings or described in Specifications or included in the priced bid (BOQ), but the Contractor shall make no additions, omissions, alterations, substitutions or variations without such authorization or direction. A verbal authority or direction by the Site Engineer, if confirmed by the contractor in writing within 7 (seven) days, be deemed to have been given in writing.
- 27.2 The rates of such altered, additional or substituted works shall be determined in accordance with the following.
- a. The net rates or prices in the original tender 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 therein.
 - b. The net price of the items in the original tender shall determine the value of the items omitted. However, if omissions vary the conditions under which any remaining items of the work are carried out or if the amount of any omission relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank / Consultant, the net rate or price contained in the Priced Bid (BOQ) or for any item of work involves loss or expenses beyond that reasonably contemplated by the Contractor and is by reason of such omission rendered unreasonable or inapplicable, the Bank shall fix another rate or price as in the circumstance as recommended by the Consultant.
 - c. If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
 - d. If the rate for altered, additional or substituted item of work cannot be determined in the manner specified above, then such items of work shall be priced on the basis of coefficients of labour and materials as given in the latest CPWD rate analysis handbook and rates for labour and materials wherever applicable shall be the market rate prevailing at the time of execution.
 - e. Where such co-efficient are not available in C.P.W.D. rate analysis, the actual Labour/Materials involved and recorded by the Engineer in executing the items shall be considered.
 - f. 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 or the Priced Bid (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 date and time (and if required by the Site Engineer the names of workmen employed) and materials incorporated be delivered for verification to the Site Engineer at or before the end of the week following that in which the work has been executed. The Site Engineer is not bound to recognize the cost of materials furnished in vouchers; the Consultant shall recommend the price of such materials based upon market value to the Bank for its acceptance.

- g. While fixing rates of extra items 15% (Fifteen percent only) shall be allowed over and above the cost of material, labour and all applicable taxes, cess, statutory levies to cover all supervision, overheads and profits.
- h. For all extra items of work, the contractor should submit to the Engineer the necessary particulars along with his analysis and the rate he proposes to claim for consideration within a period of 4 (four) weeks from the time of cropping up of any authorized extra / deviated item. He shall also ensure that all the authorized claims are included in the final bill. If the contractor fails to submit his claim within the stipulated period or the period duly extended by the Engineer, then the Consultant shall fix the rate for the item(s) and the same shall be final and binding on the Contractor.
- i. The Contractor shall note that Extra / Deviated items claim and/or any other claim whatsoever if submitted after submission of his Final Bill, will not be entertained and considered by the Bank. The Contractor shall not be allowed to make any Additions/ Alterations/ Revisions /Changes/ Modifications/ Variations in the final bill, after the final bill is submitted by him.

28.0. Final Measurements

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

29.0. Virtual Completion Certificate (VCC)

- 29.1. On successful completion of entire works covered by the contract to the full satisfaction of the Bank, the contractor shall ensure that the following works have been completed to the satisfaction of the 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 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 Bank and shall clear, level and dress, compact the site as required by the Bank
 - d). Shall put the Bank in undisputed custody and possession of the site and all land allotted by the Bank
 - e). Shall hand over the work in a peaceful manner to the Bank

- f). All defects / imperfections have been attended and rectified as pointed out by the Bank to the full satisfaction of the Bank
- 29.2. Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Consultant for a virtual completion certificate. The Consultant shall within fourteen (14) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied, if the Consultant is fully satisfied about the completion of the work.
- 29.3. This issuance of a VCC shall be without prejudice to the Bank's rights and contractors liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works of work at any site be construed as waiver of any right or claim of the Bank against the contractor in respect of works or work at the site and in respect of which the Bank VCC has been issued.

30.0. Certificate of Payment:

- 30.1. The contractor shall be entitled under the certificates to be issued by the Consultant to the contractor within 10 working days from the date of certificate regarding the payment from Bank from time to time. The Bank shall recover the statutory recoveries and other dues including the retention amount.
- 30.2. Provided always that the issue of any certificate by the Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under relevant clauses.
- 30.3. The Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction. The Consultant may by any certificate make any corrections required in previous certificate. The Bank shall modify the certificate of payment as issued by the Consultant from time to time while making the payment.
- 30.4. The contractor shall submit interim bills only after taking actual measurements and properly recording them in measurement books. The minimum interval between two such bills shall be 2 weeks. The contractor shall submit the interim bills in the prescribed format with all details.

31.0. Deductions from Interim Bills:

Deductions towards Income Tax, Sales Tax, Construction Workers Welfare Tax etc. at the prevailing rates shall be made from each interim payments due to the contractor, in addition to the Retention Money at the rate specified in clause no. 32.3. hereof. Deductions towards any other taxes for Statutory purposes announced by the Central / State Govts. during the course of work shall also be made. Regarding deductions towards Sales Tax, the contractor shall submit the required certificate as given under clause no. 33.0. hereof.

32.0. Total Security Deposit [TSD]:

Total Security Deposit comprise of:-

- (i) Earnest Money Deposit
- (ii) Initial Security Deposit
- (iii) Retention Money

32.1. Earnest Money Deposit:

The tenderer shall furnish EMD of Rs. 25,000/- in the form of Demand draft drawn in favour of EDCB on any Scheduled / Commercial 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 (without interest) soon after the decision to award the contract is taken. 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 for acceptance by the Bank or after it is accepted by the Bank the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

32.2. Initial Security Deposit (ISD)

The amount of ISD shall be 5% of accepted value of tender including the EMD. The balance amount of ISD shall be deposited by the Contractor in the form of D/D drawn on any Scheduled / Commercial Bank and shall be deposited within 15 days from the date of acceptance of tender.

32.3. Retention Money:

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit, i.e.; the ISD Plus Retention Money, shall both together not exceed 5% of the contract value.

32.4. Release of Security Deposit:

Total Security Deposit [TSD] shall be refunded to the contractor without any interest within fifteen days after the end of Defects Liability Period [DLP] provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance and after deduction of any appropriations thereof..

33.0. Sales Tax

- 33.1. Immediately on award of contract, the contractor shall register with the appropriate authority obtain Sales Tax Registration No. and produce the details thereof to the Bank within 30 days of the award of the work and in no case later than the submission of his first running bill. The contractor shall also submit a certificate from the local Sales Tax officer on the amount to be deducted, along with each bill.
- 33.2. The successful tenderer may also note that the Bank reserves the right to deduct Sales Tax on works contract applicable and to be levied under relevant Act, from the bills and amount due to them from Bank and remit the same directly to the Government in case they are not submitting the proof / evidence of having paid the Sales Tax on work executed under this contract.

34.0. Taxes, Duties, Levies and Deduction at Source.

- 34.1. The Contractor shall be responsible to pay all statutory levies imposed by the State and Central Government such as Income Tax/ Sales Tax/ Sales Tax on works contract, Value Added Tax (VAT), Excise Duty, Octroi etc. and the rates quoted in the tender shall allow for the same. No reimbursement, whatsoever, shall be made to the contractors on account of any taxes (except service tax) or duties or increase in the taxes/duties by act of any legislation. On submission of proof of payment together with proof of Service Tax Registration, **service tax** shall be reimbursed to the Contractor.
- 34.2. Deduction at source of Income / Sales Tax on works contract etc. shall be made by the Bank as per the provisions prevailing from time to time from the Running Account or Final Bills and remitted to the concerned Taxation Authorities / State Government on behalf of the contractor.

The rates quoted shall be firm till completion of work and no escalation shall be considered.

36.0. Insurance of Works

- 36.1. Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the Bank and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the Bank and contractor are covered for the period stipulated under clause 18.0 of GCC and for the extended period, if any under clause no. 38.0. hereof and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.
- a). The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b). The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.

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

36.2. Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the 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 any 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 the 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 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 were the injury or damage was contributed to by the contractor, his servants or agents such part of the compensations as may be just and equitable having regard to the extent of the responsibility of the Bank, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

36.3. Contractor to indemnify the Bank

The contractor shall indemnify the Bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 36.2 of this clause.

36.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the 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 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 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 Consultant in this behalf.

37.0 Accident or Injury to Workman:

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

37.2 Insurance against accidents etc. to workmen:

The contractor shall insure against such liability with an insurer approved by the Bank during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Consultant such policy of insurance and receipt for payment for the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Bank is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Consultant when such policy of insurance and the receipt for the payment of the current premium.

37.3 Remedy on contractor's failure to insure:

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

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

37.5 Workmens' compensation and third party insurance

In pursuance to clause no. 36.1 to 36.5 and 37.1 to 37.4.

37.5.2 The Contractor shall also fully indemnify the **Bank** against all claims which may be made upon the **Bank**, whether under the **WORKMENS' COMPENSATION ACT** or any other **STATUTE** in force during the currency of this Contract or at Common law in respect of any Employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain until the Virtual completion of the work, with "Licensed General Insurance Company" a **POLICY OF INSURANCE** of adequate amount in the joint names of the Bank and the Contractor against such risks and deposit such policy or policies with the **Bank** & renew the same as required from time to time during the currency of the Contract.

37.5.3 The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damage to any property arising out of or incidental to the negligence or defective carrying out of the Contract.

37.5.4 The amount of insurance to be taken for the above policies will be jointly decided between the contractor and the Bank before issue of acceptance letter based on the tendered cost, nature of work, location of site, local hazards etc.

37.5.5 In default of the Contractor insuring as provided above, or having insured failing to renew the same as required the Bank on its behalf may so insure/renew and may deduct the premiums paid from any monies due or which may become due to the Contractor together with penalty as the Bank deems appropriate.

37.5.6 The Contractor shall also fully indemnify the Bank in respect of any costs, charges or expenses arising out of any claim or proceedings at law and also in respect of any award of compensation of damages arising therefrom.

37.5.7 The Bank shall be at liberty and is hereby empowered to deduct fully the amount of any damages, compensation costs, charges and expenses arising or accruing any such claim of damage from any sum or sums due or to become due to the Contractor.

38.0. Extension of Time:

If, in the opinion of the Consultant, the work be delayed for reasons beyond the control of the contractor, the Consultant may submit a recommendation to the Bank to 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 of work is likely to be delayed of any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the Bank through the Consultant in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Consultant shall submit their recommendation to the bank in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period of extended time, which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Bank the provision of liquidated damages as stated under clause no. 39.0. hereof shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the extension is granted or not.

39.0. Liquidated Damages:

If the contractor fails to maintain the required progress in terms of clause no. 18.0. & 19.0. of GCC or to complete the work and clear the site including vacating their office on or before the contracted or extended date of 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 Bank on account of such breach to pay a liquidated damages at the rate of 0.5% of the estimated value shown in tender per week, subject to a maximum of 5% of the contract value.

40.0. Suspension of Work:

- i). The contractor shall, on receipt of the order in writing of the Consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Consultant 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 of 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 of 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 consultant.

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

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

41.0. 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 Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the Bank.

- a). To rescind the contract of which rescission notice in writing issued to the contractor by the Consultant shall be conclusive evidence and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of the Bank.
- b). To employ labour paid by the 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 Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of Consultant as to the value of work done shall be final and conclusive against the contractor.
- c). To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the Bank under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, of sufficient part thereof.
- d). In the event of any of above courses being adopted by the 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 advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work there to for actually performed under this contract, unless, and until the Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

42.0. Owner's Right to Terminate the Contract:

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjudged 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 Consultant that he is able to carry out and fulfill the contract, and to give security therefore if so required by the consultant.

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

Or shall assign or sublet this contract without the consent in writing of the Bank through the Consultant 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 work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Bank through the Consultant written notice to commence / 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 Bank through the Consultant that the said materials were condemned and rejected by the Consultant under these conditions ;or has neglected or failed persistently o observe and perform all or any of the acts, matters or things under 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 Bank's or Consultant's instructions to the contrary subject to any part of the contract. Then and in any of the said cases the Bank and or the Consultant, may notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank of the 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 bank through the 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 bank or the Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the 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 act of the Bank incidental to the sale of the materials etc.

43.0. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- 43.1. If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Consultant or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the General Manager, The Ernakulam District Co-operative Bank Ltd., Head Office, Thrikkakkara, Kakkanad P O, Kochi and endorse a copy of the same to the Consultant , within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the General Manager,, in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager, Premises Dept., in writing in the manner and within the time aforesaid.
- 43.2. The General Manager, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the General Manager,, submit his claims to the conciliating authority namely ~~25~~ General Manager, The Ernakulam District Co-operative

Bank Ltd., Head Office, Thrikkakkara, Kakkanad P O, Kochi for conciliation along with all details and copies of correspondence exchanged between him and the Head of Premises Dept.

43.3. If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

43.4. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates to in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of matters of amounts claimed in respect of each disputed matter along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by General Manager as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.

It is also a term of the contract that if any fees are payable to the arbitrator the same shall be paid equally by both the parties. However no fee will be payable to the arbitrator if he is a bank officer. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of cost to be so paid.

43.5. The work under the contract shall however continue during the arbitration proceedings and no payment due to payable to the Contractor relating to the disputed items shall be withheld on account of such proceedings.

43.6. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties fixing the date of first hearing.

43.7. The arbitrator from time to time with the consent of the parties may enlarge the time for making and publishing the award.

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

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

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

- 43.11. Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modifications or re-enactment thereof and the rules made there under, and the time in force shall apply to the arbitration proceeding under this clause.
- 43.12. In all cases where the amount of the claim is in dispute is Rs. 50,000/- and above the arbitrator shall give reasons for the award.
- 43.13. It is also a term of contract that if the Contractor does not make any demand for arbitration in respect of any claim (s) within 90 days of receiving intimation from the Bank that the bill after verification is passed for payment of a lesser amount or otherwise the Contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and the Bank shall be relieved and discharged of their liability under this agreement in respect of this claim(s). Further it is agreed that for the purpose of this clause such notice will be deemed to have been received by the Contractor within two days of posting of the letter by the Bank or delivered by hand and immediately after receipt thereof by the Contractor whichever is earlier. Further a letter signed by the officials of the Bank the letter was posted to the Contractor shall be conclusive.

44.0. Assignment and Subletting:

The whole of work included in the contract shall be executed by 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 Bank through the Consultant and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

45.0. Work by other Agencies:

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

46.0. Water Supply:

The contractor shall be provided water at the required floor for the purpose of work only. No charges will be levied for the legitimate use of water for the work. However in case of misuse, penalty will be imposed at the discretion of the Bank. Further, in case of restrictions in the supply of water to the Bank through Municipal Supply System, the Contractor has to make his own arrangements at no extra cost to the Bank.

47.0. Power Supply:

- 47.1. The contractor shall be provided power at one point and distribution for the required positions for any plant or machinery for the work and for lighting purpose shall be arranged by the contractor.
- 47.2. No charges will be levied for the legitimate use of power for the work. However in case of misuse, penalty will be imposed at the discretion of the Bank.

48.0. Treasure trove etc.

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

50.0. Force Majeure:

- 50.1. Neither contractor nor the Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as 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. 50.2. 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.
- 50.3. 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.
- 50.4. 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 decide on the future execution of this agreement, on mutual consultations.

51.0. Local laws, Acts, Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition Act 1970) and other safety regulations. The contractor shall comply with the provisions 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). Work men'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.

52.0. 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 consultant. The contractor shall also submit such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SECTION – 3.

SPECIAL CONDITIONS OF CONTRACT

1.0. Scope of work

The Scope of Work is to carry out the **Interior, Electrical, Air Condition, CCTV, Data Cabling And PA System Works and allied works for The Ernakulam District Co-operative Bank Ltd Branch at Koovappady**

2.0. Address of site

The site is located at 1ST floor,

3.0. Dimensions and levels

All dimensions and levels shown on the drawing 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 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 Consultant before proceeding with the work.

4.0. Notice of operation

The contractor shall not carry out any important operation without the consent in writing from the Consultant.

5.0. Construction records

The contractor shall keep and provide to the Consultant full and accurate records of the dimension and positions of all new work and any other information necessary to prepare complete drawing recording details of the work as constructed.

6.0. 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 the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

7.0 Lighting of Works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

8.0 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's 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's.
 - 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 firefighting equipment.
 - f) General housekeeping.

9.0 Site order book

A site order book shall be maintained at site for the purpose of quick communication between the Consultants. 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 Consultant as and when demanded. Any instruction which the Consultant may like to issue to the contractor or the contractor may like to bring to the Consultant 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 acknowledgment and the second copy will be retained for their record.

10.0 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 Consultant.

11.0 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 Consultant 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.

12.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested by other specialists contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

13.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminium doors and windows and any other item as specified in the tender. The Consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample / mock up.

14.0 Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

15.0 Excise duty, taxes, levies etc;

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, service tax, tax on works contract, excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the Bank shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or Octroi is imposed under a statute or law during the currency of contract the same shall be borne by the contractor.

16.0 Acceptance of tender

The Bank shall have the right to accept or reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderers shall have no right to question the acts of the Bank. However adequate transparency would be maintained by the Bank.

17.0. Daily Cleaning of Site.

As the site is within a functioning Office, cleanliness has to be given top priority. Daily cleaning of the floor, stairs, passages etc. surrounding the work site has to be arranged at the end of work on each day. Necessary step has to be taken to avoid dust pollution from the area of work.

18.0. Transportation of Men & Materials.

Use of passenger lifts of the Bank is NOT permitted for transportation of men & material to the site. The Contractor is advised to use only the stairs for this purpose, which have to be kept neat and tidy for the daily use by the staff of Bank.

SAFETY CODES

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eyeshields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

The above list shall not be exclusive and the Contractor shall take all possible and required measures for the safety of all the workers

**INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM WORKS
FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., BRANCH AT KOOVAPPADY**

FORM OF AGREEMENT

ARTICLES OF AGREEMENT made at this day of----/ ----- /2015 between The General Manager, The Ernakulam District Co-operative Bank Ltd., Head Office , Thrikkakkara, Kakkanad P O, Kochi-682030 (hereinafter referred to as the EMPLOYER which expression shall include his heirs, executors, administrators and assigns) of the one part and in the name and style as mentioned above at (here in after referred as the CONTRACTOR which expression shall include heirs, executors, administrators and assigns) of the other part.

WHEREAS the Employer desirous to install Interior, electrical Air Condition, CCTV, Data Cabling and PA System works for Ernakulam district co-operative bank ltd branch at Koovappady and has caused drawings and specifications and schedule of quantities describing the work to be done to be prepared by Mr. Santhosh S R (hereinafter referred to CONSULTANT S) .

AND WHEREAS the said drawings and specifications and priced schedule of quantities have been signed by or on behalf of the parties here to.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set for the herein (hereinafter referred to as the said conditions) the work shown upon the said drawings and described in the said specifications and the priced schedule of quantities at the respective rates mentioned in the priced schedule of quantities attached herewith.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the Contractor as herein after provide, he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further details drawings , as may be furnished to him, by the said Consultant s and described in the said specification sand the said priced schedule of quantities .
2. The Employer shall pay the Contractor such sums as shall become payable hereunder at the time s and in the manner specified in the said conditions .
3. The Term 'Consultant s' in the said condition s shall mean the said Mr. Santhosh S R . Or in the e v e n t of their ceasing to be Consultants for the purpose of this contract, such other person a s shall be no mina ted for that purpose by the Employer , not being a person to whom the contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no person subsequently appointed to be Consultants under the contract shall be entitle d to disregard or over-rule any decision or approval or direction given or expressed by the Consultants for the time being .

4. The Contractors agree and undertake to duly perform and execute and complete the said work set forth in the Work Order No. issued by the Consultants on behalf of the Employer and the subsequent amendments, if any, issued from time to time thereto in the manner authorized by and under the General Conditions of Contract. The said work shall throughout the stipulated period of the contract be proceeded with all due diligence, promptness, care and accuracy and in a workmanlike manner to the satisfaction of the Consultants and would be completed in accordance with the said specifications, designs, drawings bill of quantities and instructions on or before due date mentioned in the said work order, time being the essence of the contract on part of the contractors. Acquiescence of NO OBJECTION of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, to the completion of any portion of the work beyond the stipulated due time shall be without prejudice to the rights of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, to enforce its rights and remedies available under this Agreement and the Conditions of Contract regarding forfeiture, damages, penalty or otherwise and shall not constitute a waiver of the Corporation's rights in that behalf.

5. Without prejudice to the rights and remedies of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, against the contractors under any of the provision of this agreement and General Conditions of Contract of the said work order or otherwise in law, if the contractors commit any default or breach of terms and conditions of this Agreement and/or the General Conditions of the contract and/or the work order or fail in the due performance thereof within the time fixed by the contract (which is the essence of the Contract) and do not complete the entire work on the stipulated due date, THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, shall be entitled to recover from the contractors and the contractors hereby agree to be bound to pay THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, as by way of compensation or liquidated damages an amount calculated at the rate of 1% of estimated amount per week subject to a maximum of 10% of the contract amount. The delay beyond the stipulated date in respect of the item which is not completed or finished and delivered completely to THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD on the stipulated date as mentioned in the Contract work order and declare that the amount of compensation or liquidated damages fixed as above represent the genuine, fair and reasonable pre-estimate thereof considering all the facts and circumstances as the loss and damages that would be likely suffered by the ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD on account thereof. It is further hereby agreed and confirmed that the sum payable by the contractor under this provision shall be considered as reasonable compensation irrespective of whether actual loss or damage has or has not been sustained and THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, would not be required to render any proof in support thereof. It is specifically agreed and declared that in the event of the contractors not completing the work after the stipulated date, the aforesaid provisions shall not be deemed to prevent or stop THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, from exercising any other rights or remedies available to the THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, against the Contractors including the completion of the work departmentally or through any other contractor or agency or otherwise whomsoever at the risk and account of contractors and THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, shall be entitled to recover and the contractors shall be bound to pay all such losses and damages which THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, may suffer on account thereof. This is also

without prejudice to all the rights and remedies available to THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., under the General Conditions of Contract.

6. The Contractors shall keep constantly at the work site a competent supervisor or such other competent technical person as may be required to set the work and any direction or explanation given by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Consultants authorized representative to such person in writingshall be held to have been given to the Contractors.
7. The Plans, Agreements and Documents above mentioned shall form the basis of this contract and the decision of the said Consultants for the time being, as mentioned in the conditions of contract, taken with the approval of the Employer, In reference to althe matters of dispute as to the material, workmanship oraccount and as to the intednd interpretation of the Clauses of this agreement orany other document attached shall be final and binding on both the parties andmay be Rule of Court.
8. The said contract comprises the buildings above mentioned and all subsidiary works connected therewith the same site as may be ordered to be done from timeto time by the said Consultants for the time being with the approved of the Employer even though such works may not be shown in the drawings of described in the said specifications or the priced schedule of quantities.
9. The Employer through the Consultants, reserve to himself the rights of altering, thedr awings and nature of work and of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prjudice to this contract .

Provided that the Contractor shall not be entitled to claim any compensation other than the admissible rates provided for in the contract or otherwise mutually agreed upon for such additions, alterations, notification, variations, omissions etc
10. The said conditions shall be read and construed as forming part of this agreement and the parties will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such conditions contained.
11. All disputes arising out or in any way connected with this agreement shall be deemed to have arisen in HEAD OFFICE KAKKABNAD and only the Courts inH EAD OFFICE KAKKANAD shall have jurisdiction to determine the same.
12. The several parts of this contract have been read to us and fully understood byus.

IN WITNESS, WE SET OUR HAND THIS

DAY OF

2012 (TWO THOUSAND AND TWELVE)

WITNESS:

EMPLOYER

1.

2.

WITNESS:

CONTRACTOR

1.

2

SECTION – 4. TECHNICAL

SPECIFICATIONS FOR

INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM WORKS FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., BRANCH AT KOOVAPPADY

1. The various works described in the Bills of Quantities and in the drawings shall be executed in strict accordance with the specifications and drawings to the entire satisfaction of the Consultants and THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. The quality of materials and workmanship shall be of high quality and shall conform to the relevant I.S. Specifications wherever applicable. The successful tenderer will be required to produce for Consultants approval samples of all materials and procurement shall be arranged only after specific approval. Samples of finished work shall also be shown for Consultants approval wherever directed and finished work shall conform strictly to the approved samples. The decision of the Consultants in this matter will be final.
2. The tenderer shall ensure that the place of work is kept neat and tidy during the progress of work and also clean at the end of each day's work. The contractor shall also ensure that the site is cleared of all rubbish, and other unwanted materials and handed over in a neat and satisfactory conditions as may be directed by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Consultants.
3. The tenderer shall take maximum precaution in protecting persons, things and properties belonging to THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD, Public and also their own during the progress of work. The tenderer will be solely responsible for any damage caused during the progress of work and the successful tenderer shall indemnify THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD by suitable guarantee/insurance cover from any claims on any account due to damages caused during their work.
4. Pre-measurements to be recorded for all the dismantling items before starting of work.
5. Site meetings will be held regularly once in a week. The contractor or their authorized representative would be present for the meeting to take instructions and carry out the same for execution.
6. The contractor should maintain measurement books in which he should record measurements of work done from time to time and checked by the Consultant/Site Engineer. There should be no corrections or over writing in the measurements.
7. A Site Order Book and Hindrance Register should be maintained at the site, which should contain the instructions issued at site by the Bank Engineers/Consultants and nature of hindrance with date of occurrence.
8. A tentative programme is attached to this tender. The Contractor on starting the work shall herewith furnish to the Consultants a programme for carrying out the work stage by stage within the stipulated time. A graph or chart on individual work shall be maintained showing the progress week by week. The contractors

shall submit to the Consultant a weekly progress report stating the number of skilled and unskilled labourers employed on the works, working hours done, quantity of cement used, place, type and quantity of work done during the period. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD's representative as well as the representative of the Consultants shall carry out the supervision at site. The work progress shall be reviewed in periodic site meetings or any other interval to be decided by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. and the Consultants. The Consultants shall prepare the BAR chart and PERT chart jointly and the contractors and THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD approval shall be obtained, for the same. After approval the contractor shall faithfully adhere to the schedule and where deviations take place, the contractor shall take remedial action to compensate for the delays in completion of the project.

9.

- a. The contractor shall erect and maintain entirely at his own expense properly lighted and waterproof lockable Offices for the Site Engineer, the Consultants and THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD.'s representatives and for his own staff together with a conference room respectively on such part of the site as the Consultants shall indicate. These offices shall be provided by the contractor with furniture, light and attendants as directed.
- b. The Contractor shall provide at his own cost all necessary storage on the site in a specified area for all materials such as timber, cement, lime and other materials, which is likely to deteriorate by the action of sun, rain or other causes due to exposure, in such a manner that all such materials, tools etc., shall be duly protected from damage by weather or any other cause. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned therein.
- c. The contractor shall provide at his own cost temporary works as per drawings/specifications approved by the Consultants. The contractors should obtain approval of local authorities. The Contractor shall be responsible for removal and disposal of the temporary works before handing over the completed works to THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD...
- d. All formalities including permission required to be obtained from competent authorities for making the provisions in (a), (b) and (c) above would be done by the contractors at his own cost.
- e. The Contractors shall erect a display board on site at his cost in accordance with the drawings issued by the Consultants for display of the names of the various agencies involved on the project including THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. and the Consultants.
- f. Contractor should soon after the commencement of work make prototype samples of all the furniture items for approval. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. /Consultants have the liberty to modify the design in such case the contractor should follow the approved samples very strictly as no extension in contract time will be granted by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. /Consultants in aspect of the modification of the design. The contractor should observe the rate difference up to a reasonable limit. However any major cost difference in modification as an extra item and consideration will be calculated as per the terms of contract.

PLACE :

DATE :

SIGNATURE OF CONTRACTOR (S)

INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM WORKS FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., BRANCH AT KOOVAPPADY

GENERAL SPECIFICATIONS

The scope of work covers execution and completion of the work consisting of Internal Partitions, Furnishing and Minor building Works etc. at, THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. HEAD DOFFICE TRIVANDRUM in accordance with the drawings and specifications prepared by:

Mr. Santhosh S R, Sreenraranapurath House, P O P Vemballur, Kodungallur- 680671, Thrissur

And under the direction and to the satisfaction of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. /Consultants.

MATERIALS

- a. Materials shall be of the best-approved quality obtainable and they shall comply with the respective Indian Standard Specification.
- b. Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD...
- c. In case of non-availability of materials in metric sizes, the nearest size in FPS units shall be provided with the prior approval of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. /Consultants for which neither extra will be paid nor any rebate shall be recovered.
- d. If directed, materials shall be tested in any approved Testing Laboratory and the Test Certificate in original shall be submitted to THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. and the entire charges of testing including charges for repeated tests if ordered shall be borne by the Contractor.
- e. It shall be obligatory for the Contractor to furnish Certificate, if demanded by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. /Consultants, from manufacturer of the material.
- f. All materials supplied by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD./any other specialised firms shall be properly stored and the Contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
- g. Unless otherwise shown on the drawings or mentioned in the Schedule of Quantities or Special Specifications the quality of materials, workmanship, dimensions, etc., shall be as specified here in under.
- h. All Equipment and facilities for carrying out field tests on materials shall be provided without any extra cost.

PAINTS

Lime for lime wash, dry distemper, oil bound distemper, cement, primer, oil paint, enamel paint, flat oil paint, plastic emulsion paint, anti-corrosive primer, red lead, water proof cement paint shall be from an approved manufacturer and shall conform to the latest Indian Standards for various paints, Ready mixed paints as received from the manufacturer without any admixture shall be used, except for addition of thinner, if recommended by the manufacturer.

SUPERIOR QUALITY 'TEAK WOOD'

It shall be of good quality and well-seasoned. It shall have uniform colour, reasonably straight grains and shall be free from large, loose, dead knots, cracks warps, twists, bends, borer holes, shakes, sapwood or defects of any kind. No individual hard and sound knot shall be more than 1cm. in diameter and aggregate area of all knots shall not exceed 1/2% of the area of the piece. It shall be close grained and there shall not be less than six growth rings per 2.5cm width.

GLAZING

Glass used for glazing shall be floating glass of best-approved quality free from flaw, specks, and bubbles shall be minimum 6mm thick unless otherwise specified in the Schedule of Quantities.

MORTICE LOCK

These shall be brass oxidised conforming to IS-2000 with handles conforming to I.S. 0992.

DOOR CLOSER

These shall be of Efficient DL 2000 brown anodised conforming to I.S. applicable or F.32 Everite as applicable and specified in the schedule of quantities.

ALL OTHER HARDWARE FITTINGS:

These shall be of approved make conforming to the respective I.S. applicable.

WOOD WORK:

Timber used shall conform to specifications desired under materials, shall be in accordance with THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD./Consultants drawing in every detail and all joiner's work shall be accurately set out, framed and finished in a proper workmanlike manner. Frames of partitions and openings, etc., shall be of accurately planned smooth and rebates, rounding and mouldings shall be made as shown on the drawings. Patching or Plugging of any kind shall not be allowed. Joints shall be simple, neat and strong. Framed joints shall be coated with suitable adhesive like glue or synthetic

resin before the frames put together. All mortise and tenon joints shall fit in fully and accurately without wedging or filling. The joints shall be pinned with hardwood or bamboo pins of 10mm to 12mm dia, or rust resisting star shaped metal pins of 8mm dia., after the frames are put together and pressed in position by means of a press. The frames shall be protected during the progress of work by providing suitable boxing. All portions of timber abutting against or embedded in masonry or concrete shall be treated against termites by giving a coat of any approved wood preservative. All White Cedar woodwork should be painted with a coat of approved wood primer after applying anti termite treatment to be given for both sides of plywood etc.

Frames and Shutters shall not be painted or erected before being approved by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. /Consultants.

MELAMINE FINISHES:

GLOSSY :

Acolyte Natural Wood finishes clear glossy premium quality melaminised coating specially formulated as a protective and decorative finishing clear coating for wood.

TECHNICAL DATA

Method of application	:	Brushing at 25-30 seconds by Ford Cup B4 at 30 degree C. Spraying at 20-25 seconds by Ford Cup at 30 degree C
C thinner recommended	:	Brushing - Thinner 106 Spraying - Thinner 124
Thinner intake	:	20-25% by volume
Mixing ratio	:	Base to hardener in 10:1 by volume
Drying Time	:	8 hours than 30 minutes Surface dry – less Recoating period Hard dry - 16 - 20 hours- Overnight
Finish	:	25 microns film thickness smooth and Glossy
Flash point	:	Above 14 degree C (57 degree F)

Sand the surface along the grains with Emery Paper No.180 or with a suitable grade sand paper. Brush the surface free of loose dust. Fill the wood using Acolyte Wood Filler. Remove excess filler immediately after applications. Allow 2-3 hours of drying, before sanding with Emery Paper No. 240 or 280. If desired, apply Acolyte Wood Strains by ragging after filling step or mix it in Acolyte Natural Wood Finish up to 20% by volume and apply by spraying after Sealer Coat. In application by ragging allow a drying time of 5-10 minutes in between coats of Acolyte Natural Wood Finish Clear Sealer. After overnight drying, smooth sand with Emery Paper No.320 and wipe the surface free of loose dust. Apply Acolyte Natural Wood Finish Clear Glossy as follows. Ensure that the surface to be coated is free from loose matter. Acolyte Natural Wood Finish Clear Glossy is a two-component system consisting of base and hardener. These should be mixed in the recommended ratio. The two components should be mixed in a glass, plastic or enamelled container. Allow the mixture to stand for 30 minutes and then apply by brushing or spraying using the recommended thinner for consistency adjustment. The mixture of base and hardener should be used within 8 hours. To enhance gloss and decorative value Acolyte Natural Wood Finish Clear Glossy can be buffed using suitable buffing mops but only after 48 hours of application

MATT:

Acolyte Natural Wood finishes clear matt premium quality melaminised coating specially formulated as a protective and decorative finishing clear coating for wood.

TECHNICAL DATA

Method of application	:	Brushing at 25-30 seconds by Ford Cup B4 at 30 degree C. Spraying at 20-25 seconds by ford Cup at 30 degree C.
Thinner recommended	:	Brushing - Thinner 106 Spraying - Thinner 124
Thinner intake	:	20-25% by volume
Mixing ratio	:	Base to hardener in 10:1 by volume
Drying Time	:	8 hours Surface dry - less than 30 minutes

		Hard dry - 16 - 20 hours
Recoating Period	:	Overnight
Finish	:	25 microns film thickness smooth and matt
Flash point	:	Above 14 degree C (57 degree F)

Sand the surface along the grains with Emery Paper No. 180 or with a suitable grade sand paper. Brush the surface free of loose dust. Fill the wood using Acolyte Wood Filler. Remove excess filler immediately after applications. Allow 2-3 hours of drying, before sanding with Emery Paper No. 240 or 280. If desired, apply Acolyte Wood Stains by ragging after filling step or mix it in Acolyte Natural Wood Finish up to 20% by volume and apply by spraying after Sealer Coat. In application by ragging allow a drying time of 5-10 minutes in between coat of Acolyte Natural Wood Finish Clear Sealer. After overnight drying, smooth sand with Emery Paper No. 320 and wipe the surface free of loose dust. Apply Acolyte Natural Wood Finish Clear matt as follows. Ensure that the surface to be coated is free from loose matter. Acolyte Natural Wood Finish Clear Matt is a two-component system consisting of base and hardener. These should be mixed in the recommended ratio. The two components should be mixed in a glass, plastic or enamelled container. Allow the mixture to stand for 30 minutes and then apply by brushing or spraying using the recommended thinner for consistency adjustment. The mixture of base and hardener should be used within 8 hours.

WAX POLISHING:

Wax polish shall either be prepared on site or obtained readymade from market. Polish made on the site shall be prepared from a mixture of pure bees wax, linseed oil, turpentine oil and varnish in the ratio of 2:1/2:1 1/2 by weight. The bees wax and the boiled linseed oil shall be heated over a slow fire when the wax is completely dissolved the mixture shall be cooled till it is just warm, and turpentine oil and varnish added to it in the required proportions and the entire mixture is well stirred.

Surface shall be prepared as described under French Spirit Polish except that the final rubbing shall be done with sand paper, which has been slightly moistured with linseed oil.

Mixture of polish shall be applied evenly with a clean cloth pad in such a way that no blank patches are left and rubbed continuously for half an hour. When the surface is quite dry a second coat shall be applied in the same manner and rubbed continuously for half an hour or until the surface is dry. Final coat shall then be applied and rubbed for 2 hours or more if necessary, until the surface has assumed a uniform Gloss and is quite dry showing no sign of stickiness when touched. Gloss of the polish depends on the amount of rubbing, therefore rubbing must be continuous and with uniform pressure and frequent change in direction.

PLACE :

DATE :

SIGNATURE OF THE CONTRACTOR (S)

MODE OF MEASUREMENTS

Unless otherwise stated in the Schedule of Quantities the method or measurement for various items in the tender shall be generally in accordance with the I.S.1200 subject to the following:

DEMOLITION WORK:

Pre-measurements to be recorded for all dismantling items before starting of the works.

WOOD WORK:

No extra measurements will be given for the shape, joints of the partition counter, tables work etc.

All work shall be measured net as fixed. No extra measurement will be given for shape, joints, played meeting styles of doors and windows and shall be measured in unit of square meter.

Areas over one face inclusive of exposed frame thickness (excluding width of cover mould) shall be measured in case of T.W. Doors, Windows and Ventilators, Louvers. Portions in masonry or flooring shall not be measured.

PAINTING, WHITE WASHING, COLOUR WASHING & DISTEMPERING

All painting work shall be measured in Sq. Meters.

Net area of the surface painted shall be measured. No deductions will be made for unpainted surfaces of ends of joints, beams, posts, etc., and opening not exceeding 0.5 Sq. Meters each and no addition shall be made for reveals, jambs, soffits, sills, etc., of these openings.

The following multiplying factors for obtaining equivalent areas shall be adopted:-

DESCRIPTION OF WORK	HOW MEASURED MULTIPLYING FACTOR
1. Panelled, Framed 1 1/3 (for each side) and Battened.	Measured flat (Not Ledged, braced girthe d) including frames, edges, checks, cleats etc shall be deemed to be including in the item.
2. Flush, Part 1 (for each side) panelled and part glazed or gaused.	-- do --

THE RATES QUOTED SHALL BE INCLUDING ALL WASTAGES. THE MEASUREMENT WILL BE TAKEN ON THE LAID AREA AND FOR THE FINISHED PRODUCT ONLY.

**INTERIOR, ELECTRICAL, AIR CONDITION, CCTV, DATA CABLING AND PA SYSTEM WORKS
FOR THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD., BRANCH AT KOOVAPPADY**

PREAMBLE TO BILL OF QUANTITIES

IMPORTANT NOTE:

ANY INCONSISTANCY/DIFFERENCE IN BETWEEN THE SPECIFICATION AND THE DRAWINGS IT IS TO BE EXPRESSLY NOTED THAT THE SPECIFICATION WILL PREVAIL AND SUPERCEDED THE DRAWINGS.

THE TENDERER IS REQUIRED TO PERUSE CAREFULLY ALL PARTS OF TENDER DOCUMENTS AND DRAWINGS IF ANY DIFFERENCE / INCONSISTANCY IS NOTICED; HE SHALL BRING IT TO ATTENTION OF THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD. /CONSULTANT BEFORE SUBMISSION OF TENDER AND SHALL GET CLARIFICATION REQUIRED. FAILURE TO DO SO WILL NOT ENTITLE THE SUCCESSFUL TENDERER TO PE/REFER ANY CLAIMES FOR EXTRA PAYMENTS LATER.

1. The Tenderer is required to inspect the site of the work and ascertain for himself site conditions, facilities available and other aspects before quoting for the work. The tenderer is also required, before quoting, to carefully peruse the tender documents, the tender drawings and connected details so as to understand clearly the scope and intent of the tender. Any claims by the successful tenderer at a later date on account of his failure to comply with the above instructions will not be entertained.
2. The tenderer should note that the furniture and connected works are to be carried out and installed in the existing building. The tenderer should note that he should execute his part of the work without causing any damage to any component of the building or services. Any damage so caused shall be made good at the cost and risk of the successful tenderer/Contractor. The successful tenderer protect all other items of work of other agencies, such as flooring, electrical work, aluminium windows/doors etc. from any damage and shall be responsible for final clearing of the floor, walls etc. before handing over. No extra is payable towards this the successful tenderer shall include this rate all minor civil works such as chasing wall, drilling hooks etc. and making good and no extra is payable towards this. Neat housekeeping at all shapes of work is the responsibility of the successful tenderer, who shall also ensure that removal of debris, wood shaving, waste material etc. from the site at his own cost is organised at regular basis. The successful tenderer shall also be responsible for safety and security of all his materials and also for ensuring fire prevention steps are taken at all times.
3. The tenderer should note that the tender drawings and other documents describing each item of the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. The tender being for furniture works which calls for workmanship and finish including use of good quality materials of high standard, the tenderer should understand the intent of the tender drawings, and specifications and provide for materials, workmanship, finished and accessories appropriately so as to deliver the product of high standard, the tenderer should understand the intent of the tender drawings and specifications

and provide for materials, workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which the furniture is specified. No claim from the Contractor at a later date will be entertained for his failure to understand this requirement. The decision of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD./Architect in respect of the quality of materials, type of fabrication/assembling, workmanship, finish, etc., shall be final and binding on the contractor. No claim for not providing in his tender for such materials, construction, workmanship and finish can be entertained.

4. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Architect reserve the right to insist on selection of material, workmanship, detailing and finishes which they consider are appropriate, and suitable for the intended use for which the Contractor is not eligible for any extra claim on this account.
5. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD Architect reserve the right to insist on prototype to be made for each item of work for approval before starting the full-fledged manufacture of each type of furniture.
6. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Consultant reserves the right to suggest or make modification at the proto-type stage, which shall be complied without any extra cost.
7. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Architect will require the contractor to produce samples of all materials, accessories/finishes prior to procurement/manufacture. Failure to comply with these instructions can result in rejection of the work.
8. Furniture item shall be guaranteed for a period of one year from THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD's acceptance for covering materials, workmanship and finish. Any defects or shrinkage, warping or other forms of deterioration shall be made good by the contractor at his own cost within the guarantee period, immediately on being informed of such defects. Failure to comply will entail THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD to unilaterally decide on getting the repair done through other agency at the cost and risk of the Contractor.
9. The Contractor should use only the best material. Teakwood or other timber specified shall be of the best quality, free of defects of any kind. All plywood, particleboard, veneer, laminate etc., shall comply with respective I.S. standard. If required by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Architect, the Contractor shall arrange for testing the products and produce test certificate from recognised testhouses to establish the quality of materials at his own cost. Any defective material not meeting with the standard shall be replaced at the Contractor's own cost.
10. Tenderer shall indicate the makes of the finishing materials such as:
 - a. Fabric upholstery
 - b. Carpets
 - c. Superior quality Rixin
 - d. Laminate
 - e. Hardware fittings

Along with the tender preferably with samples or catalogues therefore, based on which rates have been quoted. The tenderer shall be prepared to produce samples if not furnished with the tender when called for before consideration of the tender further at his own cost and responsibility and without any liability on THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD.

11. The dimensions of furniture provided in the schedule as well as in the drawing are likely to vary slightly according to the size of space available in the respective rooms where they are to be provided or placed. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Architects have the right to slightly modify the dimensions of furniture items for which no extra claim shall be entertained.
12. The quoted rates shall include for all materials, labour, furniture fittings, accessories of matching type (Central, State and Local Taxes) and fixing at the specific places in the Building complete. Rate should include cost of keeping the works insured as well as other requirements specified in Tender.
13. Non-compliance of any of the above requirement will entail summary rejection/dispensing with the contract at any stage of progress of work.
14. Wherever decorative plywood is specified it must be ensured that the plywood shall be of matching veneer and grains and of uniform colour. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD/Architect shall have right to reject if the above specifications is not adhered to. Wherever polishing is specified it shall be of high quality of melamine finish, sprayed or hand applied, to high class/matt finish as directed. Melamine finish shall be of approved make such as Asian paints. Melamine finish shall be carried out strictly in accordance with the manufacturer's specifications. If, at the time of handing over any scratched or deterioration of the finish is observed, THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD/Architect shall have the right to insist on application of another coat without extra cost. All hardware shall be of high quality powder coated aluminium finish conforming to IS specifications. Samples of hardware fittings shall be shown to THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Architect in advance and approval obtained before procurement. Rates such include fixing of mortice locks and door closers of best quality make doors of cabins, executive rooms etc. besides all hardware fittings. All exposed Teakwood members shall be given melamine finish/white cedar finish wherever necessary. All wood work concealed or covered by other materials shall be given approved wood primer coating.
15. In all cases measurement will be made on net items in complete shape as manufactured, supplied and installed. Measurements for items such as false ceiling, carpet, curtains, etc. shall be taken for actual area laid to suit the shape and size of the room. The tenderer should note that all cutting wastage, stitching, jointing and several special features such as pleats, overlaps, hem, etc. shall be absorbed by them within the quoted rates and no separate payment will be made for the same. The tenderer shall have to make sure that they protect their materials and hand them over in good shape satisfactory to THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Architect. At the time of handing over any damages, scratches, dents or other such defects shall be got rectified as directed without any extra charge by the tenderer/Contractor to the satisfaction

of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD /Architect. Plastic sheets till handing over shall protect allcarpets.

16. The tenderer should inspect in the office of THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD the standard terms and conditions of agreement and other contract conditions normally adopted by THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD for other works, which shall govern this contract. Failure in part of the tenderer to familiarise himself with THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD 's standard terms and conditions of procedure will not entail them for any claim or representation at a later date.
17. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD reserves the right to accept or reject any tender without assigning any reason. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD also reserves the right to split the scope of the work for award to more than one tenderer at their discretion. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD also has the right to modify thereafter the scope of the work. Tenderer/Contractor shall not have any claim on account of the above.
18. The time of completion of the entire work shall be 90 Days from the 7th day of the date of work order. In case of splitting of work to more than one agency, the time of completion shall be suitably reduced. THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LTD shall levy penalty/liquidated damages as per the conditions of contract for delayed progress of work at different stages/final completion of work as the case may be.

THE RATE QUOTED SHALL INCLUDE THE FOLLOWING:

19. Hardware fittings like hinges, handles, mortice locks, multipurpose locks, aldrops, tower bolts, drawer slides, screws of best quality of approved make etc., wherever necessary. All the door closures shall have 14 gauge brushed stainless steel top to match the flooring level.
20. Providing openings for switches, plug points provision for taking wires, cables, conditions inside partitions.
21. Taking necessary wooden frames / GI channel frames of partitions up to roof over false ceiling and fixing to it. The measurement for partition will be measured only up to the false ceiling.
22. Cupboard shall be measured in RM unless otherwise mentioned as unit in numbers.
23. Removal and crating away all the debris from the premises after cleaning the floors etc., with water and removing all spots of stains by using any approved remover to the satisfaction of the Employer.
24. Scaffolding to any height wherever required internally to the floor height in each floor.
25. Rectification of damage(s) to flooring, plastering etc., caused during the execution of work.

26. Unless and until all the stains on floor, walls, ceilings, glasses etc., are removed satisfactorily by the contractor, the work will not be certified complete.
27. All the works will be measured for the actual quantity at site. Rates shall include all wastages and hidden materials.
28. Unless otherwise specified all hidden surface shall have sealer finish and other exposed wooden and decorative veneer surface shall have melamine matt finish of approved shade.
29. Rate shall include proper protection of finished and semi finished works such as providing Gypsum covering over marble/granite polythene sheet covering over wooden and metal items, furniture etc.
30. Binding granite / marble to plywood with Industrial Quality adhesive of extra bonding strength such as Araldite etc., and also stainless steel angle brackets for fixing granite for vertical over hanging surface of the counter.
31. Wherever plywood veneer, laminate is mentioned, it shall be of the best quality and shall be of matching grains, specially selected.
32. Edge polishing of all glass, to be used in counter, low-level partitions etc.
33. M.S. angle, flat, suspenders, shall be applied with one coat of primer and two coats of synthetic enamel paint.
34. Cost of fabric for furniture and other items shall not less than Rs.225/Sqm.

SPECIAL NOTE:

THE FOLLOWING ITEMS SHALL BE REFERRED AT SITE BEFORE QUOTING:

1. WALL/ COLUMN PANELLING
2. OFFICERS TABLE
3. CLERKS TABLE
4. PARTITION TO THE MANAGERS CABIN
5. STORAGE CUPBOARDS

PLACE :

DATE :

(SIGNATURE OF CONTRACTOR (S))