

VIDHARBHA KONKAN GRAMIN BANK

HEAD-OFFICE, NAGPUR

Ref No. VKGB/HO/A&S /2015-16/ 12

Date: - 07/12/2015

TENDER

DATE OF ISSUE	:	7 th December 2015
DATE OF SUBMISSION	:	28 th December 2015 upto 5.00 PM
DATE OF OPENING	:	29 th December 2015 at 3.00 PM
OF TECHNICAL BID		
DATE OF OPENING Financial Bid:		will be communicated to qualifiers of Technical Bid.

Air Conditioning Work

OF
VIDHARBHA KONKAN GRAMIN BANK,
REGIONAL OFFICE, CHANDRAPUR.

TENDER COST Rs5, 000/-

Tender forms can be down loaded from Bank's Website www.vkgb.co.in

Tender forms to be submitted to:-

The General Manager,
Administration Services Deptt.
Vidharbha Konkan Gramin Bank,
Head Office, "Chandraprastha",
2nd and 3rd Floor, Plot No6,
Deendayal Nagar, Ring Road,
Nagpur. (MS)India-PIN440022

**VIDHARBHA KONKAN GRAMIN BANK, HEAD OFFICE, NAGPUR
TENDER NOTICE**

1. Sealed tenders in two parts are invited for **Air Conditioning Works** of **VIDHARBHA KONKAN GRAMIN BANK, Regional Office “2nd floor On Suzuki Showroom In Gajanan Square Bapat Nagar, Nagpur Road, Chandrapur”,**.

2. Only those contractors / firms who have minimum **5 years** of experience in the field of undertaking **Air Conditioning Projects of Public Sector Bank or Financial Institution or Central / State Government Undertaking organizations** and have completed **three similar works costing not less than the amount Rs. Five Lacs Ten Thousand** or have completed **Two similar works costing not less than Six Lac Forty Thousand** or one similar completed work costing not less than **Rs. Ten Lac Thirty Thousand** during last 5 years ending as on **30.11.2015** will be eligible to participate in this tender. (The period of 5 years for the purpose of having completed similar works shall be from **01.11.2010** to **30.11.2015**).

3. The tender forms can be downloaded from Banks website www.vkgb.co.in from 07.12.2015. A Demand draft of Schedule Bank towards the cost of nonrefundable tender document i.e. Rs. 5,000.00 (Rs. Five Thousand only) drawn on Vidharbha Konkan Gramin Bank payable at Nagpur is to be submitted at the time of submission of tender.

4. The contractors will be required to submit the following documents in support of their eligibility to tender:-

Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
1.	Minimum 5 years' experience in Air Conditioning Projects	(a) Copy of detailed work order indicating date of award of work, value of work, time given for completion of the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of the work executed.
		(b) Details regarding similar work/s carried out at any center of Public Sector Bank or Financial Institution or Central/ State Government Undertaking organizations (Private works will not be considered)

Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
		(c) List of Clients with full details like names of persons to be contacted, telephone numbers, email IDs, Fax numbers etc.
2.	Average Annual financial Turnover during the last three years ending 31st March of the previous financial years should be at least Rs. 6.5 lacs.	Copies of audited financial accounts of the business duly certified by a Chartered Accountant.
		Annual Turnover for financial Year :-
	(a) 2014-15	Rs.
	(b) 2013-14	Rs.
	(c) 2012-13	Rs.
3.	Constitution of the firm/ Company	(a) Copies of detailed work orders indicating date of award, value of awarded work, time given for completion of the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of work executed. Completion certificates should be in the format specified in the tender in a separate sealed cover as mentioned in the tender. (b) Full details of clients like Organization name & names of persons to be contacted, telephone numbers, email IDs, Fax numbers etc. of their executives to be contacted for information.
4.		(a) Proprietary Concern, Partnership, Company (Public or Private)
		(b) Names and addresses of the partners / company, Copy of Articles of Association / Power of Attorney/ Deed of Partnership/ Registration Certificate etc.
		(c) Registration Letter (Up to date validity) with Bank/PWD/ CPWD/ or Govt. Organization.
	Full particulars of the bank accounts	
	(a) Bank Account no.	Banker's Certificate in the format specified in the tender in a separate sealed cover as mentioned in the tender along with the Names, telephone numbers, Fax numbers, email IDs etc of their executives to be contacted for information.

Sl. No.	Particulars / Eligibility Criteria	Information / Documents to be Submitted
5.	(b) Account type	
	(c) Account opened on	
6.	Technical set-up of the firm	(a) No. of persons qualified for project management techniques like PERT, CPM and rescheduling the activities etc. for timely completion of the project.
		(b) Number of qualified graduate engineers having experience of not less than 5 years in the supervision of building construction works/ Bank Air Conditionings
		(c) No. of managerial staff having experience of not less than 5 years of resource planning, material management etc. at works.
		(d) No. of qualified engineering graduates/ diploma holders having experience of not less than 5 years, expected to supervise the work at site for timely completion of work.
		(e) Number of skilled workmen and semi-skilled helpers on the rolls of the firm.
		(f) Number of un-skilled laborers on the rolls of the firm.
		(g) Registration of Service Tax, VAT with challan (Paid up to date) TIN No., PAN No. with Labour Insurance up to date validity
7.	Earnest Money Deposit of Rs.30,000/-	Crossed Demand Draft of Scheduled Bank Rs.30,000/- drawn in favors of “Vidharbha Konkan Gramin Bank”, Nagpur and payable at Nagpur or Call Deposit Receipt of scheduled Bank of Rs. 30000/- in the name of Vidharbha Konkan Gramin Bank.

5. The tenderer may submit the documents at the time of applying for the tender in a separate sealed cover. The tenderer should submit the earnest money deposit of **Rs. 30,000/-(Rupees Thirty Thousand Only)** in the form of a **Demand Draft** of Scheduled Bank drawn in favour of, Vidharbha Konkan Gramin Bank, Nagpur , or **Call Deposit Receipt** of Scheduled Bank in the name of Vidharbha Konkan Gramin Bank, Nagpur in a separate envelope along with the tender part I.

The tenders submitted without appropriate documents, EMD and the cost of the tender will be rejected. The documents submitted in support of eligibility to tender will be scrutinized by the Bank and the contractors not possessing the required eligibility will be disqualified from the tendering process. No further communication will be entertained in this regard.

6. The techno-commercial bid i.e. Tender part I and the price bid i.e. Tender part II shall be submitted in separate sealed covers. The tenders may be deposited in the tender / quotation

box kept in The Administration & Services Deptt., **Head Office**, 2nd and 3rd floor, "Chandraprastha", Plot No. 6, Deendayal Nagar, Ring Road, Nagpur - 440 022 for this purpose. Part-I tender will also contain tenderer's covering letter, documents in support of eligibility to tender, tenderer's additional conditions, deviations, clarifications, if any, submitted in duplicate and the EMD of **Rs. 30,000/- (Rupees Thirty Thousand Only)**, **cost of tender i.e. Rs. 5,000/- (Rs. Five Thousand Only) in prescribed form (demand Draft)** . The techno-commercial bid will be submitted in duplicate in one cover, super scribing "**Part – I Tender for Air Conditioning Work of VIDHARBHA KONKAN GRAMIN BANK, Regional Office, Chandrapur.** Part II tender will contain no conditions but Bank's schedule of quantities, if any, and tenderer' priced bid only and be sealed (in duplicate) in a separate cover, super scribing " **Part – II Tender for Air Conditioning Work of VIDHARBHA KONKAN GRAMIN BANK, Regional Office, Chandrapur**" Both the sealed covers will further be sealed in another envelope addressed to **The General Manager, VIDHARBHA KONKAN GRAMIN BANK, Head Office, 2nd and 3rd floor, "Chandraprastha", Plot No. 6, Deendayal Nagar, Ring Road, Nagpur - 440 022**".The tenders will be received by the Bank up to **5:00 p.m. on 28/12/2015**in the manner described in the tender-form.

7. Part I of the tenders will be opened at **3:00 p.m. on 29/12/2015** in the presence of the authorized representative of the tenderer who choose to be present. Part II of the tender will be opened on a subsequent date, which will be intimated to the tenderer in advance.

8. If any tenderer is found not to possess the required eligibility for participating in the tendering process at any point of time and/or his/her performance reports received from his/her clients and/or his/her bankers are found unsatisfactory, the Bank reserves the right to reject his/her offer even after opening of Part - I of the tender and his/her sealed cover containing Part-II of the tender along with EMD shall be returned to him / her as it is. The Bank is not bound to assign any reason for doing so.

9. Tenders received late on account of any reasons shall be liable for rejection at the discretion of the Bank.

10. The tenderer shall quote their item rates strictly in line with the tender stipulation as conditional tender are liable for rejection.

11. The tender shall be valid for a period of 45 days from the last date of submission of the tender.

12. The tenderer may contact for any further information / clarification on this tender to the Administration & Services Department of the Vidharbha Konkan Gramin bank Nagpur.

13. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

General Manager
VIDHARBHA KONKAN GRAMIN BANK,
Head Office, 2nd and 3rd floor,
"Chandraprastha", Plot No. 6,

Deendayal Nagar, Ring Road,
Nagpur - 440 022

**VIDHARBHA KONKAN GRAMIN BANK,
Head Office
Nagpur**

Air Conditioning Work of VIDHARBHA KONKAN GRAMIN BANK, Regional
Office at 2nd floor Above Suzuki Showroom, Gajanan Square ,Bapat Nagar,
Nagpur Road ,Chandrapur”...

TENDER PART – I

GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

Name of Tenderer _____

Address _____

Date of Submission _____

Last date of Submission of tender : 28/12/2015, (up to 5.00 p.m.)

Validity of the tender: 3 months from the date of opening of the tender

Cost of Tender: Rs.5000/- (Rupees Five Thousand only).

FORM OF TENDER

THE GENERAL MANAGER,
VIDHARBHA KONKAN GRAMIN BANK,
NAGPUR

Dear Sir,

1. Having examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specification, designs and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

a. Description of Work.	<u>Air Conditioning Work of VIDHARBHA KONKAN GRAMIN BANK, Regional Office, "2nd Floor, Above Suzuki Showroom, Gajanan Square, Bapat Nagar, Nagpur Road, Chandrapur".</u>
b. Estimated Cost	<u>Rs.12, 82,000/-</u> (Twelve Lac Eighty Thousand only)
c. Earnest Money.	30,000/- (Rupees Thirty Thousand Only)
d. Percentage, if any, to be deducted from bills.	10% Retention Money from each R.A. Bill.
e. Time allowed for completion of the work from the second day after the date of written order to commence work.	45 Days (including rainy season)
f. Validity of the tender.	3 (three months from the date of opening of the tender)

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **VIDHARBHA KONKAN GRAMIN BANK** the amount mentioned in the said conditions.

Seal & Signature of Contractor

3. I/We have submitted a demand draft for a sum of **Rs.30000/-**(Rupees Thirty Thousand Only) drawn in favor of, **VIDHARBHA KONKAN GRAMIN BANK, Nagpur**/Call Deposit Receipt of Rs. 30000/-(Rupees Thirty Thousand Only) of Scheduled Bank in the name of Vidharbha Konkan Gramin Bank, towards earnest money deposit. Should I/We fail to execute the contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by me/us to the VIDHARBHA KONKAN GRAMIN BANK.
4. The lists showing the particulars of large works carried out and the names of manufacturers of specialized items as required under clauses 17 and 23 of the General Instructions to Contractors and Special Conditions are enclosed.
5. Our Bankers are
- (i)
- (ii)

Name of the partner of the firm)
 Authorized to sign)
 Or)
 Name of person having Power of)
 Attorney to sign the contract.)
 (Certified true copy of the Power of)
 Attorney should be attached))

Yours faithfully,

Signature of Contractor

(Signatures and addresses of witnesses)

(1)

(2)

Seal & Signature of Contractor

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ between the **VIDHARBHA KONKAN GRAMIN BANK, Head Office at Plot No. 6, 2nd& 3rd Floor, Chandraprasth Building, Dindayal Nagar, Ring Road, Nagpur.** (Hereinafter called "the Employer") on the one part and _____ (hereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of getting executed and completed the work of **VIDHARBHA KONKAN GRAMIN BANK, Regional Office at ,2nd Floor, Above Suzuki Showroom, Gajanan Square, Bapat Nagar , Nagpur Road, Chandrapur.** And has caused drawings and specifications describing the works to be done to be prepared by employer.

AND WHEREAS the said Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and/or described in the said Specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as 'the said Contract Amount').

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown up on the said Drawings and described in the said Specifications and the Schedule of Quantities.

2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

3The **VIDHARBHA KONKAN GRAMIN BANK** will administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract regarding executions of work, quality of work, quality of materials, progress and completion of the project shall mean the General Manager or any other person designated for the purpose by the **VIDHARBHA KONKAN GRAMIN BANK**.

4. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

5. The plans, agreement and documents mentioned herein shall form the basis of this Contract. This Contract is neither a fixed Lump sum Contract nor a Piece Work contract but is a Contract to carry out the work in respect of the entire work of **Air Conditioning of VIDHARBHA KONKAN GRAMIN BANK, Regional Office Regional Office ,2nd Floor, Above Suzuki Showroom, Gajanan Square, Bapat Nagar , Nagpur Road, Chandrapur**

6. Bills to be paid for, according to actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

Seal & Signature of Contractor

In case of difference in the basic rate of the materials under items 19, 20, 21,22,23,24a in the Bill of Quantities, the difference in (actual price of purchase including taxes and excluding cartage or MRP- whichever is less- and the basic price including taxes as in tender) plus 15 per cent contractor's profit and overheads will be adjusted. However, the basic cost shall be kept as close as possible to what material we are planning to adopt at site.

7. The Contractor shall afford every reasonable facility for movement of vehicles in the premises, any other regular functions of the Bank and also works performed by other agencies engaged by the Bank.

8. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.

9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or second day after the date of issue of formal work order as provided for in the said Conditions, whichever is later and to complete the entire work within 45 days subject nevertheless to the provisions for extension of time.

10. All payments by the Employer under this contract will be made only at Nagpur.

11. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Nagpur and only Courts in Nagpur shall have jurisdiction to determine the same.

12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Employer.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof on the day and year first hereinabove written.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereto and the said two duplicates and caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the Vidharbha
Konkan Gramin Bank by the hand of
Shri _____
(Name and Designation)

In the presence of

(1) _____
Address _____

(2) _____
Address _____

Witnesses

SIGNED AND DELIVERED by

on behalf of all the partners.

If the party is a partnership firm or an
Individual should be signed by all or

Seal & Signature of Contractor

In the presence of

(1) _____
Address _____

(2) _____
Address _____

Witnesses

The COMMON SEAL of _____
was hereunto affixed pursuant to the
resolutions passed by its Board of
Directors at the meeting held on

In the presence of

(1)

(2)

Directors who have signed these If the Contractor signs under its common
Presents in token thereof in the seal the signature clause should tally with
Presence of the sealing clause in the Articles of association

(1)

(2)

SIGNED AND DELIVERED by If the Contractor is signing by the hand of
power of attorney, whether a company or individual

Shri _____

and duly constituted attorney

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

1(a) Sealed Tenders in duplicate separately for Part I and Part II should be addressed to, The General Manager, VIDHARBHA KONKAN GRAMIN BANK, Head Office, 2nd floor, Chandraprastha, Dindayal Nagar, Ring Road, Nagpur” and super-scribed “Tender for Air Conditioning Work of Part I/II” as the case may be and sent so as to reach us not later than 5 p.m. on 28/12/2015. Tenderers should clearly indicate on each copy of Tender under their full signature whether it is the original or duplicate copy. The sealed covers containing tenders may be deposited in the quotation box kept in Administration & Services Deptt .Vidharbha Konkan Gramin Bank,” Head Office 2nd floor, Chandraprastha, Dindayal Nagar, Ring Road, Nagpur, for this purpose.

1(b) Minimum Qualification: Only firms who have 5 **years** of experience in carrying out Air Conditioning works for Public Sector Bank or Financial Institution or Central/ State Government Undertaking organizations and have completed 3 similar works costing not less than 5.10 lacs and have completed two or more similar works individual costing not less than 6.40 lacs or completed one similar work costing not less than 10.30 lacs during last 5 years ending as on 30/11/2015 will be eligible to participate in this tender. (The period of 5 years for the purpose of having completed similar works shall be from 1/11/2010 to 30/11/2015)

2. No tender will be accepted after 5 p.m. on 28/12/2015 under any circumstance whatsoever.

3(a) Part I of the tender containing Technical Specifications and the Terms and Conditions (Rates and amount shall not appear anywhere in this part) and Technical Bid shall be opened at 3.00 p.m. on 29/12/2015 at the Office of The General Manager, VIDHARBHA ,KONKAN GRAMIN BANK, Head Office, 2nd floor, Chandraprastha, Dindayal Nagar, Ring Road, Nagpur, or any other Officer designated for this purpose by him in the presence of Tenderers or their representatives, should they choose to be present. If the intending tenderer feels that any of the terms and conditions of the tender documents is/are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate the same in annexure III of technical deviations. Tenderer may, if necessary, enclose additional sheets in a separate sealed cover, indicating such conditions on their letter head. All other terms and conditions on which there are no observations by the intending tenderers shall be construed as acceptable to the tenderer.

Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the tenderers.

(b) Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening Part-I of the Tender which period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the Tender during this period.

(c) The Tenderers must use the forms issued by the Bank.

4 (a) The Tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

(b) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.

(c) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.

(d) The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.

5. The VIDHARBHA KONKAN GRAMIN BANK, does not bind itself to accept the lowest or any tender, and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

6.(a)Intending tenderers shall pay as earnest money a sum of Rs. 30000/-(Rupees Thirty Thousand only)by a Crossed Demand Draft drawn in favour of "Vidharbha Konkan Gramin Bank", Nagpur and payable at Nagpur or Call Deposit Receipt of Scheduled Bank of Rs. 30,000/-in the name of Vidharbha Konkan Gramin Bank. A tender, (Part – I) which is not accompanied by such earnest money will not be considered. The amount of earnest money will be returned to the tenderer if his tender is not accepted, as per convenience of Bank.

(b) Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned under 6(a) above.

7. The Earnest Money Deposit of Rs.30000/- (Rupees Thirty Thousand only) submitted by the successful tenderer shall be held by the Bank as security for the execution and due fulfillment of the Contract until the completion of the work. No interest shall be paid on the said deposit.

8. On receipt of intimation from the Bank of the acceptance of his/her/their tender, the successful tenderer shall be bound to execute the agreement immediately thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the VIDHARBHA KONKAN GRAMIN BANK of a tender will constitute a binding contract between the VIDHARBHA KONKAN GRAMIN BANK and the person so tendering, whether such formal agreement is or is not subsequently executed.

9.(a) In addition to the Earnest Money Deposit, under clause 6(a) and as further security for the due fulfillment of the contract by the contractor, 10% of the value of the work done shall be deducted by the employer from each payment to be made to the contractors towards Retention Money. This total amount will be termed as security deposit. On Bank's issuing certificate of virtual completion of the work, EMD shall be released. The

remaining retention money (S.D.) shall be released after successful completion of Defects Liability Period i.e. One year after virtual completion certificate issued by project Architect/Bank. TDS and other applicable taxes will be deducted from each payment of bill(s).

(b) All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

10. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract, except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the contractor.

11. The Contractor shall carry out all the work strictly in accordance with details and instructions of the Employer. If in the opinion of the Employer, changes have to be made in the design and they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge. The Employer's decision in such cases shall be final and shall not be open to arbitration.

12. A schedule of Probable Quantities in respect of each work and specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration, omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

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

14. The rates quoted in the tender shall include all charges for cleaning of site after completion of work, scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, fencing, hoarding, plant and equipment, watching and lighting, by night as well as day including Sundays and Holidays, temporary extension of plumbing and electric supply, protection of the public and safety of adjacent roads, streets, cellars, vaults, ovens, pavements, walls houses, building and all other erections, matters or things, and the Contractor shall take down, remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc., as occasion shall require or when ordered so to do and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the employer. The rates quoted shall be deemed to be for the finished work to be measured at site.

Seal & Signature of Contractor

The rates shall also be firm and shall not be subject to exchange variations, labour conditions, transportation, fluctuations in railway freights or any conditions whatsoever. Tenderers must include in their rates, VAT, sales tax, excise duty, Service Tax, octroi and any other tax and duty or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of transportation, sales tax, excise duty, VAT, octroi or any other tax, duty or levy whether existing or may exist in future shall be entertained by the Employer.

15."The Contractor should note that unless otherwise stated, the tender is strictly on item rates basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work, but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, by the authority of the Architects of the project and with the concurrence of the employer, in excess of 25% of the tender quantity shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges, contractor's overhead and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the employer, the contractor shall not be entitled to any claim on this account."

16. Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 2nd day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation to the Employer as defined in clauses 35 and 36 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Employer/ Project Architect.

17. Tenders will be considered only from recognized bonafide contractors in the trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the Contractor in it and the time within which the works were completed.

18. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

19. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the employer.

20. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

21. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications provided by the Employer and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.

22. The successful tenderer should make his own arrangements to obtain all materials required for the work including cement.

23. The tenderer shall at the time of tendering indicate, in the format specified in **Annexure I & II** the names of manufacturers / brands of items, which he proposes to use in the work if his tender is accepted. Details of technical / commercial deviations, if any, may be furnished in the format given in **Annexure III & IV**. In case there are no deviations proposed, a **Nil** statement may be furnished.

24. The successful tenderer will be required to submit samples of all fittings and fixtures or materials quoted for verification by the Bank.

25. For water and power, the contractors shall be allowed connection of water and power supply from available sources as decided by the Employer, free of cost. However, necessary chord, electric board, water pipes etc. shall be arranged by the contractor.

26. The Contractor shall strictly comply with the provision of safety code annexed hereto.

27. I.S. Code numbers wherever mentioned in the tender shall be in latest version of I.S. Codes as on the date of opening of tenders.

28. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

Seal & Signature of Contractor

29. The applicants/ tenderers have to submit in a sealed envelope/ cover

i) Client's certificate as per format at **Annexure V** from at least two of their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in the notice.

ii) Banker's certificate as per format at **Annexure VI** from their banker/ bankers.

The certificates should be addressed to The General Manager, **VIDHARBHA KONKAN GRAMIN BANK**, Nagpur and shall be submitted along with their application/ tender, in a sealed cover.

30. The contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an Insurance company approved by the employer, an **All Risks Policy** and also indemnify against all claims made against the Employer by any member of the public or other third party or in respect of any of the contractor's employees as stipulated in clause 33 of "The conditions hereinbefore referred to".

31. Minimum certificate of payments shall be honored as per clause 39 of "The conditions hereinbefore referred to".

32. The contractor shall visit the site where work is to be done, understand items to be executed, discuss in case of ambiguity before filling in the tender.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderers.

Signature of Tenderer:

Date:

Address:

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (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 the 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 building or in a working platform shall 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 meter.
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 materials such as asphalt, cement mortar, 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 eye-shields and gloves.
- 10.i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.

(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 is 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 CONDITIONS HEREINBEFORE REFERRED TO

1. Interpretation Clauses: In construing these conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

2. "Employer": shall mean the VIDHARBHAKONKAN GRAMIN BANK and shall include its assigns and successors.

3. "Contractor" in the case of a Partnership: "Contractor" shall mean _____ and _____ trading as partners in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of individual: "Contractor" shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representative.

In the case of company: "Contractor" shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.

4. "Site" : shall mean the site of the contract works including any furniture/electrical/HVAC thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

5. "This Contract": shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications attached hereto and duly signed.

6. "Notice in writing or written notice": shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

7. "Act of insolvency": shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original Act.

8. "Net Prices" : If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

9. "The work/s": shall mean **Air Conditioning of Regional Office, Vidharbha Konkan Gramin Bank at 2nd floor Above Suzuki Showroom, In Gajanan Squire, Bapat Nagar, Nagpur Road , Chandrapur,** .Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa where the context requires.

10. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the direction of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instruction, details, directions and explanations which are hereafter collectively referred to as "employer's Instructions" in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specification.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 16 hereof.

11. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, directions and explanations given to the Contractor or his representative upon the works by the Employer, shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the employer, such shall be deemed to be Employer's Instructions within the scope of the Contract.

12. Variations to be approved by Employer

The Contractor shall submit through the employer a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

13. Schedule of Quantities and Agreement

The Contract shall be executed in duplicate and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished by the Employer one copy of each of the specification.

14. Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Schedule of Quantities and Specifications he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

15. Authorities, notices and patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under clause 12 hereof.

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

16. Setting out of works

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Employer.

17. Material and workmanship to conform to descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer's furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer's may require.

18. Contractor's superintendence and representative on the works

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time when works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

Seal & Signature of Contractor

19. Dismissal of workmen

The Contractor shall on the request of the employer, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Employer.

20. Access to works

The Employer, and their respective/representatives shall at all times have free access to the work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the employer, and their representative necessary for inspections and examination and test of the materials and workmanship. Any person not authorized by the Employer, except the representatives of public authorities, shall not be allowed on the works at any time.

21. Assignment and Sub-letting

The whole of the works included in the Contract shall be executed by the Contractor. And the Contractor shall not directly or indirectly transfer, assign or under-let the contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

22. Alterations/addition/omission etc.

No alteration, omission or variation shall vitiate this contract but in case the employer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from, the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra or make any alterations or additions or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omission shall in all cases to be determined by the Employer in accordance with the provisions of Clause 27 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

23. Schedule of Quantities

The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under clause 27 thereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification or errors, if any shall be allowed in the Contractor's Schedule of Rates.

Seal & Signature of Contractor

24. Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the work.

25. Measurement of works

The employer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Architect/or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent, then the measurement taken by the employer or a person approved by him shall be taken to be correct measurement of the works.

The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

All authorized extra work, omissions and all variations made with the Employer's knowledge, but subsequently sanctioned by him in writing shall be included in such measurements. Unless otherwise specified the mode of measurement will be as per IS1200.

26. Prices for extras etc. ascertainment of

The Contractor may, when authorized and shall, when directed in writing by the Employer, add or omit from or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the employers shall if, confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for extra shall be allowed unless it shall have been executed under provisions of clause 12 hereof or by the authority of the Employer. Any such extra is herein referred to as authorized extra and payment shall be made in accordance with the following provisions.

- (a)
 - (i) 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.
 - (ii) Rates for all items, wherever possible should be derived out of the rates given in the Priced Schedule of Quantities
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions 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 employer, the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case, vouchers specifying the daily time (and if required by the Employer, the workmen's names) and materials employed be delivered for verification to the Employer, or his representative at or before the end of the week following that in which the work has been executed.

It is further clarified that for all such authorized extra items where rates cannot be derived from tender, the contractor shall submit rates supported by rate analysis worked on the "actual cost basis", plus 15% towards establishment charges, contractor's overhead and profit. Such items will not be eligible for escalation.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in Clause 30 hereof.

27. Unfixed material when taken into account to be the property of the employer

Where in any Certificate (of which the Contractor has received payment) the employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss or damage to, such materials.

28. Removal of improper work

The Employer & The Architect shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer, are not in accordance with the Specifications or the instructions of the Employer/Architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials, and the workmanship not in accordance with the Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Employer, shall be borne by the Contractor,

or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

29. Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, or if none stated then within twelve months after the virtual completion of the works, arising in the opinion of the Employer, from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 40 hereof being insufficient, recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by Contractor employed on the works the Contractor shall be liable to make good and been subject to the provisions of this clause and clause 10 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts by the Employer.

30. Certificate of virtual completion and Defects Liability Period.

The works shall not be considered as completed until the Employer/Architect has certified in writing that the work has been virtually completed. The Defects Liability Period shall commence from the date of such Certificate for 1 Year.

31. Other persons employed by Employer

The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

32. Insurance in respect of damages to persons and property.

The contractor shall be responsible for all injury or damage to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any

damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works

forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damages consequent upon such claims. The contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the employer, an **All Risks Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the Employer and the Contractor **(the name of the former being placed first in the policy)** against all risks as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works.

The contractor shall, reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved insurance company, a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **workmen's compensation Act** or any other statutes 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 contract, with an approved insurance company, a policy of insurance in the joint names of the Employer and the Contractor against such risk and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The minimum limit of the coverage under the third party insurance policy shall be **Rs.Two lakh** per person for any one accident or occurrence and **Rs.Five lakh** in respect of damage to property for any one accident or occurrence.

The Contractor shall be responsible for anything which may be excluded from the insurance policies referred to above and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising there from.

In default of the contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The contractor shall also indemnify and keep indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Employer 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 , compensation costs, charges and other expenses paid by the Employer and which are payable by the contractor 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 the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of rebuilding or reinstatement after damage shall be entitled to such extension of time for completion as the employer may deem fit but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to affect, for their respective portions of the works a similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

In addition to the above, the Contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.

33. Date of commencement and completion

The Contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix hereto, or such later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the “Date of Completion” stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

34. Damage for non-completion

“If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in his opinion the same ought reasonably to have been completed ,the Contractor shall pay the Employer the sum named as “Liquidated Damages” for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

In case, the contractor does not achieve a particular milestone, if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve milestone shall be automatic and without any notice to the Contractor.

However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up

for the delay before the subsequent milestone (s), the amount mentioned against each missed milestone shall also be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s.

The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of his obligation to improve the progress of work. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under clause 36 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

35. Delay and extension of time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Employer's instructions as per clauses 10 & 11 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trade or (g) in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract Works, in case of such strike or lock-out the Contractor shall as soon as possible give written notices thereof to the Employer but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the employer to proceed with work.

36. Failure by Contractor to comply with Employer's Instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further Employer's instructions, the Employer may employ

and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any money due to the Contractor.

37. Termination of contract by the Employer

If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or incorporated Company) shall suffer execution or to other process of Court attaching property to be issued against the Contractor.

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 of the Employer in writing.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

Or if the Employer shall certify in writing that the Contractor.

(i) Has abandoned the Contract, or

(ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer, notice to proceed or

(iii) Has failed to proceed with the works with such diligence and failed to make such progress as would enable the works to be completed within the time agreed upon, or

(iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or

(v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer 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 Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or

other person or persons to complete the works, 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 person or 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 Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized.

38. Termination of contracts by contractor

If the payment of the amount payable by the Employer under Certificate of the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issues of any such Certificate, or if the Employer shall repudiate the Contractor, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works, executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment the net rates contained in Contractor's original Tender shall be followed or where the same may not apply, valuation shall be made in accordance with clause 27 hereof.

39a. Certificate of payments

The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Employer to the Contractor on account of the works executed when in the opinion of the Architect, works to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, subject, however to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Certificates" until the total amount retained shall reach the sum named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building.

And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Employer, the sum of money named in the Appendix as "Installment after virtual Completion" being a part of the said total retention money. And the Contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always that the issue by the Employer of any Certificate during the progress of the works or after their completion shall not relieve the Contractor from

his liability under Clauses 10, 11, 12 and 30 or relieve the Contractor of his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works of materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Employer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the contractor have a claim for any amounts which the employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The Employer may by any Certificate make any correction in any previous Certificate, which shall have been issued by him.

No Certificate of payment shall be issued by the Employer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Employer hereunder shall, if not paid within the "Period of honoring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of Interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

40. Matter to be finally determined by Employer

The decision, opinion, direction, Certificate determined by Employer shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the employer or any refusal of the Employer to give any of the same, shall be subject to the right of Arbitration and review under clause 42 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Employer.

41. Settlement of disputes by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state his decision in writing. Such decision may be in the form of a final Certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated under clause 41 hereof. But if either the Employer or the Contractor be dissatisfied, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Employer of any Certificate to which the Contractor may claim to be entitled then and in any such case either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision give a written notice to the other party through the Employer

requiring the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference, of which such written notice has been given. These matters shall be referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any Certificate, opinion, decision, requisition or notice, save in regard to the excepted matters referred to in the preceding Clause, and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case, during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, as the case may be shall be deemed to have been revoked and arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or the Arbitrators as the case may be.

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, (latest amendment) or any statutory modification thereon. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given abide by the decision of the Employer and no Award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Employer's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

42. Right of Technical scrutiny of final bill

The Employer shall have a right to cause a technical examination of the works and the final bill of Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum.

43. Employer entitled to recover compensation paid to workman

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or reenactment thereof to pay

compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the employer under the Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

44. Abandonment of works

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who 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 whole works.

45. Return of surplus materials

Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or license or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the prior written permission of the Employer and return them to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the conditions of the materials, the price to be determined should not exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all money, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

46. Right of Employer to terminate contract in the event of death of contractor if individual

Without prejudice to any of the rights or remedies under this Contract, if the Contractor being an individual dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

47. Architect.

Architect means the Project Architect Mr. Virendra S. Ahir C/o D.V.Suruse plot no 26 Rameshwari Nagpur or his representative appointed for this project by Vidharbha Konkan Gramin Bank Nagpur.

48. Similar Work

Similar work shall mean the Air Conditioning and Furniture and allied works carried out, fittings, fixtures, in Banks / corporate Offices for the smooth functioning of the same.

Signature of the contractor with seal

APPENDIX HEREINBEFORE REFERRED TO		
1.	Defects Liability Period	: Twelve months
2.	Period of Final Measurement of work	: Two Months from the Completion of the work
3.	Date of Commencement	: 2 nd day from the date of issue of Work order.
4.	Time allowed for Completion	: 45 Days from the date of commencement
5.	Liquidated damages at the rate of	: 0.25% of the estimated cost put to tender per week of delay subject to a maximum 10% of the accepted tender amount
6.	Value of works for interim certificates	: Minimum Rs.5, 00,000/- (Rupees Five Lacks only).
7.	Retention Percentage	: 10% from each R.A.Bill
8.	Total retention money (Earnest money deposit plus retention money)	: Rs.30, 000/- (Rupees Thirty Thousand only). + 10% retention money <i>deducted</i> from all bills. i.e. =10% for Security Deposit
9.	Installment after virtual completion	: EMD shall be released on virtual completion of the work. The remaining retention money (S.D.) shall be released after successful completion of Defects Liability Period i.e.12 months.
10.	Period for honoring certificates	: One month
11	Interest for delayed payment	: Three percent per annum (for payment delayed beyond 30 days after acceptance of RA Bill by employer)

Signature of the tenderer with seal

SPECIAL INSTRUCTIONS

1. Along with the tender document, the contractor should confirm the list of approved make of materials specified in the Tender which they are going to use.
2. On award of work, the contractor should make the shop drawings as per the site conditions and should be got approved from consultant / Client before commencing the works.
3. The entire factory made equipment's shall be purchased and delivered to the site only after getting material approval from the technical officials of consultant / Client.
4. The entire work shall be completed within a period of 45 Days.
5. The contractor has to submit a bar chart for the proposed execution before starting the work. The client/Consultant shall introduce necessary correction to it after discussion with the contractor.
6. The materials are in accordance with the specification for permanent works.
7. The materials are properly stored and protected against loss or damage or deterioration, to the satisfaction of the client/consultant.
8. The contractor keeps a record of requirements, orders, receipt and consumption of materials in proper form and produces to the consultant/client for inspection. Ownership of such materials shall be deemed to vest in the client.
9. The contractor should submit the list of workers and staff which they are going to deploy for the work along with contact details of project leader. The list should be got approved from client/consultant before commencing work. A technically qualified and experienced engineer to be posted at site. He should be capable and competent enough to take decisions as and when required at site.
10. Welding should only be carried out by a professional and experienced people.
11. The contractor shall bear the cost of repair, changes replacement etc due to non-compliance with the standards, codes and this tender or due to disregard of the instructions given by the Engineer-in-charge.

Signature of the Contractor with seal

ANNEXURE I**LIST OF APPROVED MATERIALS QUOTED**

No	Item	Make quoted
01	AC (Three Star)	CARRIER/BLUE STAR/HITACHI/OG

Note:

- 1) Bank reserves the right to choose any brand suitable for the project in discussions with Project Architect
- 2) Any other material required will have to be brought as per the decision of Architect only. In case any deviation is seen in the product brought on the site without prior permission of Project Architect/Employer contractor will be required to remove the objectionable /discarded material immediately at his own expense.

Annexure –V**CLIENT’S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

Name & address of the Client -----

Details of works executed by Shri/ M/s. -----

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of compensation levied for delay (indicate amount) if any	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	
10.	Whether the contractor employed qualified Engineer/Overseer during the execution of work?	
11.	i) quality of work (indicate grading)	Outstanding /very good / good / satisfactory / poor
	ii) Amount of work paid on reduced rates, if any	
12.	i) Did the contractor go for arbitration?	
	ii) if yes, total amount of claim	
	iii) Total amount awarded	
13.	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding /very good / good / satisfactory / poor
	b) Financial soundness	Outstanding /very good / good / satisfactory / poor
	c) Mobilization of adequate T & P	Outstanding /very good / good / satisfactory / poor
	d) Mobilization of manpower	Outstanding /very good / good / satisfactory / poor
	e) General behavior	Outstanding /very good / good / satisfactory / poor

Note: All columns should be filled in properly.

“Counter signed”

Signature of the Reporting officer* with Office seal**Seal & Signature of Contractor**

Annexure - VI**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information M/s. / Shri -----
-----having marginally noted address, a customer of our bank are / is
respectable and can be treated as good for any engagement up to a limit of Rs.-----
(Rupees-----). This
certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)
For the Bank

Note:

1. Bankers' certificates should be on the letter head of the Bank, sealed in the cover, addressed to enlistment authority.

Annexure VII**Proforma Of Bank Guarantee in lieu of EMD**

Place:

Date:

To,
The General Manager,
"Vidharbha Konkan Gramin Bank,
Chandraprastha, Plot No.6
Dindayal Nagar, Ring Road
Nagpur.

Dear Sir,

Air Conditioning work of Vidharbha Konkan Gramin Bank's "**Regional Office at 2nd floor of Suzuki Showroom, Gajanan Square, Bapat Nagar, Nagpur Road, Chandrapur.**

WHEREAS,

The Vidharbha Konkan Gramin Bank, having its Head Office at Nagpur (hereinafter called the 'Employer') has invited tenders for the work of Air Conditioning Work of Vidharbha Konkan Gramin Bank's Regional Office, Chandrapur Regional Office (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. M/s _____, (hereinafter called as tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to the Vidharbha Konkan Gramin Bank' their Successors, Assigns that in the event of the Vidharbha Konkan Gramin Bank' coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Vidharbha Konkan Gramin Bank' pay without demur to the Vidharbha Konkan Gramin Bank', a sum of Rs _____ (Rupees _____ only) or any lower amount that may be demanded by the Vidharbha Konkan Gramin Bank'. Our guarantee shall be treated as Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/- (Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs . _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Vidharbha Konkan Gramin Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Vidharbha Konkan Gramin Bank' shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount

Seal & Signature of Contractor

claimed by the Vidharbha Konkan Gramin Bank' within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Vidharbha Konkan Gramin Bank' under this guarantee shall be independent of the agreement or agreements or other understandings between the Vidharbha Konkan Gramin Bank' and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the Vidharbha Konkan Gramin Bank'

We hereby further agree that -

- a) Any forbearance or commission on the part of the Vidharbha Konkan Gramin Bank' in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Vidharbha Konkan Gramin Bank' to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to _____ provided that if so desired by the Vidharbha Konkan Gramin Bank' this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein above on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Vidharbha Konkan Gramin Bank' alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Vidharbha Konkan Gramin Bank' against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,
For and on behalf of

_____ Bank.

Authorized official.

(NB : This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Annexure V

Proforma of Undertaking in connection with Payment of Advance of Materials brought by the Contractor to the Site

This undertaking made this _____ day of _____ 20__ between the Vidharbha Konkan Gramin Bank, a corporation constituted under the R.R.B Act 1926 and having its Head Office at _____ (hereinafter called the Employer) of the one part and _____ (hereinafter called the Contractor) of the other part.

The Employer and the Contractor have entered into an Agreement dated----- hereinafter called as the said agreement and in terms of Clause No.40 (b) of the conditions in the agreement, the Employer has agreed that the Contractors will be paid an advance after receiving the Interim Certificate from the respective Architect (with the progress of the work in percentage). Only two RA bills will be paid.

The Contractors have applied to the Employer that they be allowed advances on the security of materials absolutely belonging to them and brought by them to the site of work. The Employer has agreed to do so on the terms and conditions hereinafter set out.

Now this letter of Undertaking witness that in consideration of the said agreement, and in consideration of the amount paid/ payable to the contractors by the Employer and of any further advances as may be made to the contractors as aforesaid, the Contractors hereby agree with the Employer and undertake as under:-

1. The amount advanced by the Employer to the Contractors as aforesaid and all or any further sum or sums advanced aforesaid shall be employed by the Contractors in or towards expending the execution of the said works and for no other purpose whatsoever.
2. That the materials which have been offered to and accepted by the Employer as security are absolutely the Contractors' own property and free from encumbrances of any kind and the Contractors will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractors indemnify the Employer against all claims in respect of which an advance has been made to them as aforesaid.
3. That the materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractors solely in the execution of the said works in accordance with the directions of the Assistant Manager (T) of the Employer and in the terms of the said agreement.
4. That the Contractors shall make at their own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in the construction as aforesaid, the said materials shall remain at the site of the said works in the Contractors' custody and on their own responsibility and shall at all times be open to inspection by the Employer's Engineers or any officer authorized by the Employer.

In the event of the said materials or any part thereof being stolen, destroyed or damaged, the Contractors will forthwith replace the same with other materials or like quality or repair and make good the same as required by the Assistant Manager (T).

That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Assistant Manager (T).

5. That the advances shall be repayable in full when or before the Contractors receive payments from the Employer of the price payable to them for the said works under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the Contractors on account of the work done, then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractors' bill for such payment by deducting therefrom the value of the said materials actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance made under these presents were calculated.
6. That if the Contractors shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents, the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default, be repayable by the Contractors to the Employer together with interest thereon at Twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractors and the Contractors hereby covenant and agree with the Employer to repay and pay the same respectively to him accordingly.
7. That the Contractors hereby charges all the said materials with the repayment to the Employer of the sum or sums advances as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith, the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:-
 - a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractors in accordance with the provisions in that behalf contained in the said agreement, debiting the Contractors with the actual cost of effecting such completion and the amount due in respect of the advances under these presents and crediting the Contractors with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractors, he is to pay the same to the Employer on demand.
 - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale, retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractors.
 - c) Deduct all or any part of the money owing out of the security deposits or any sum due to the Contractors under the said agreement.
8. That except in the event of such default on the part of the Contractors as aforesaid, interest on the said advance shall be payable.
9. That in the event of any conflict between the provisions of these presents and the said agreement, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the

settlement of which has not been hereinbefore expressly provided for, the same shall be referred to the Officer-in-Charge, Premises Department, Head Office, Nagpur whose decision shall be final and no appeal shall lie against his decision before any court, arbitrator or authority.

10. The provision of this undertaking shall be deemed to be supplemental to the said agreement.

IN WITNESS WHEREOF the Contractors have set their hands to these presents the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
BY THE SAID CONTRACTOR IN THE
PRESENCE OF

Witness : Signature -
Name -
Address -

Witness : Signature -
Name -
Address -

Annexure VI

Milestone chart for levy of Liquidated Damages

Milestone Chart

Milestone	Milestone Financial Progress	Time for achieving	Amount to be withheld in case of Non-achievement of the Milestone.
First	1/8 th of the estimated cost of the project	1/4 th of the stipulated completion time (in calendar days)	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of Rs.----- [worked out @2.5% of the estimated cost and stipulated in the Bid document (s)] shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the first milestone.
Second	3/8 th of the estimated cost of the project	½ of the stipulated completion time (in calendar days)	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), amount withheld, if any, for not achieving first Milestone + another amount of Rs.----- [worked out @2.5% of the estimated cost and stipulated in the bid document (s)] shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the second Milestone.
Third	3/4 th of the estimated cost of the project	3/4 th of the stipulated completion time (in calendar days)	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), amount withheld, if any, for not achieving second Milestone + an amount of Rs. ----- [worked out @2.5% of the estimated cost and stipulated in the bid document(s)] shall be immediately withheld from the dues of the contractor for to achieve (on stipulated date) the third Milestone.
Fourth	Full and final value of the work done	Full stipulated completion time (in calendar days)	LD shall be levied depending upon overall actual extent of delays attributable to the Contractor's actions, subject to the maximum of 10% of the accepted tender amount. If the overall project is delayed by the Contractor, he shall not be entitled to any reduction in the amount of the "Liquidated Damages" to be recovered from his dues by the Employer notwithstanding his successful attainment of certain earlier milestones.

Note: Second Milestone shall become First milestone in case of AC, HT/LT and Lift Works and only 3 milestones with proportionate amount (worked out in lieu of 2.5% of Estimated Cost to be withheld) shall be considered to be incorporated in the respective Bid Documents.

Vidharbha Konkan Gramin Bank,

Head-Office Nagpur

PART – II

PRICE BID

Name of Tenderer _____

Address _____

Last date of Submission: 28/12/2015 (upto 5.00 p.m.)

Validity of the tender: 3 months from the date of opening of the tender

Signature of the contractor with
Seal, address and telephone nos.

**NAME OF THE WORK: AIR CONDITIONING WORK OF
VIDHARBHA KONKAN GRAMIN BANK, REGIONAL OFFICE AT,
CHANDRAPUR
BILL OF QUANTITIES**

S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	Machines				
1.1	Supply of 1.0 TR Hiwall Split AC complete copper condenser & cooling coils only Make "CARRIER/BLUE STAR/HITACHI/OG" 3 STAR as per latest Star Rating with 3 Mtr. Copper Piping & Electrical Cabling. {PRICE INCLUDES 12.5% VAT }	6	Nos.		
1.2	Supply of 1.5 TR Hiwall Split AC complete copper condenser & cooling coils only Make "CARRIER/BLUE STAR/HITACHI/OG" 3 STAR as per latest Star Rating with 3 Mtr. Copper Piping & Electrical Cabling. {PRICE INCLUDES 12.5% VAT }	10	Nos.		
1.3	Supply of 2.0 TR Cassette AC complete copper condenser & cooling coils only Make "CARRIER/BLUE STAR/HITACHI/OG" with 3 Mtr. Copper Piping & Electrical Cabling. {PRICE INCLUDES 12.5% VAT }	2	Nos.		
1.4	Supply of 3.0 TR Cassette AC complete copper condenser & cooling coils only Make "CARRIER/BLUE STAR/HITACHI/OG" with 3 Mtr. Copper Piping & Electrical Cabling. {PRICE INCLUDES 12.5% VAT }	3	Nos.		
1	Installation, Testing and Commissioning				
1.1	1.00 / 1.5 TR Hiwall Split AC Unit {PRICE INCLUDES 12.36% Service Tax	16	Nos		
1.2	2.0 TR Cassette AC Unit {PRICE INCLUDES 12.36% service Tax	2	Nos		
1.3	3.0 TR Cassette AC Unit {PRICE INCLUDES 12.36% Service Tax	3	No.		
2	Refrigerant Piping				
2.1	Extra Refrigerant Copper Piping 22 G For 1.0 / 1.5 / 2.0 TR Split / Cassette AC's Unit with 9 mm thick Rubber Nitrile Insulation.	260	Rft.		
2.2	Refrigerant Copper Piping 22 G For 3.0 TR Cassette AC's Unit with 9 mm thick Rubber Nitrile Insulation.	280	Rft.		
3	MS FRAME WORK FOR OUTDOOR UNITS:-				
3.1	MS Table Top type stand for 1.0/1.5/2.0 TR Split /Cassette AC complete with two coat of primer & epoxy paint as per site requirement.	16	Nos		
3.2	MS Table Top type stand for 3.0 TR Cassette AC complete with two coat of primer & epoxy paint as per site requirement.	5	No.		
3.3	Catwalk Type Structure Platform Stand If Require		Per Machine		

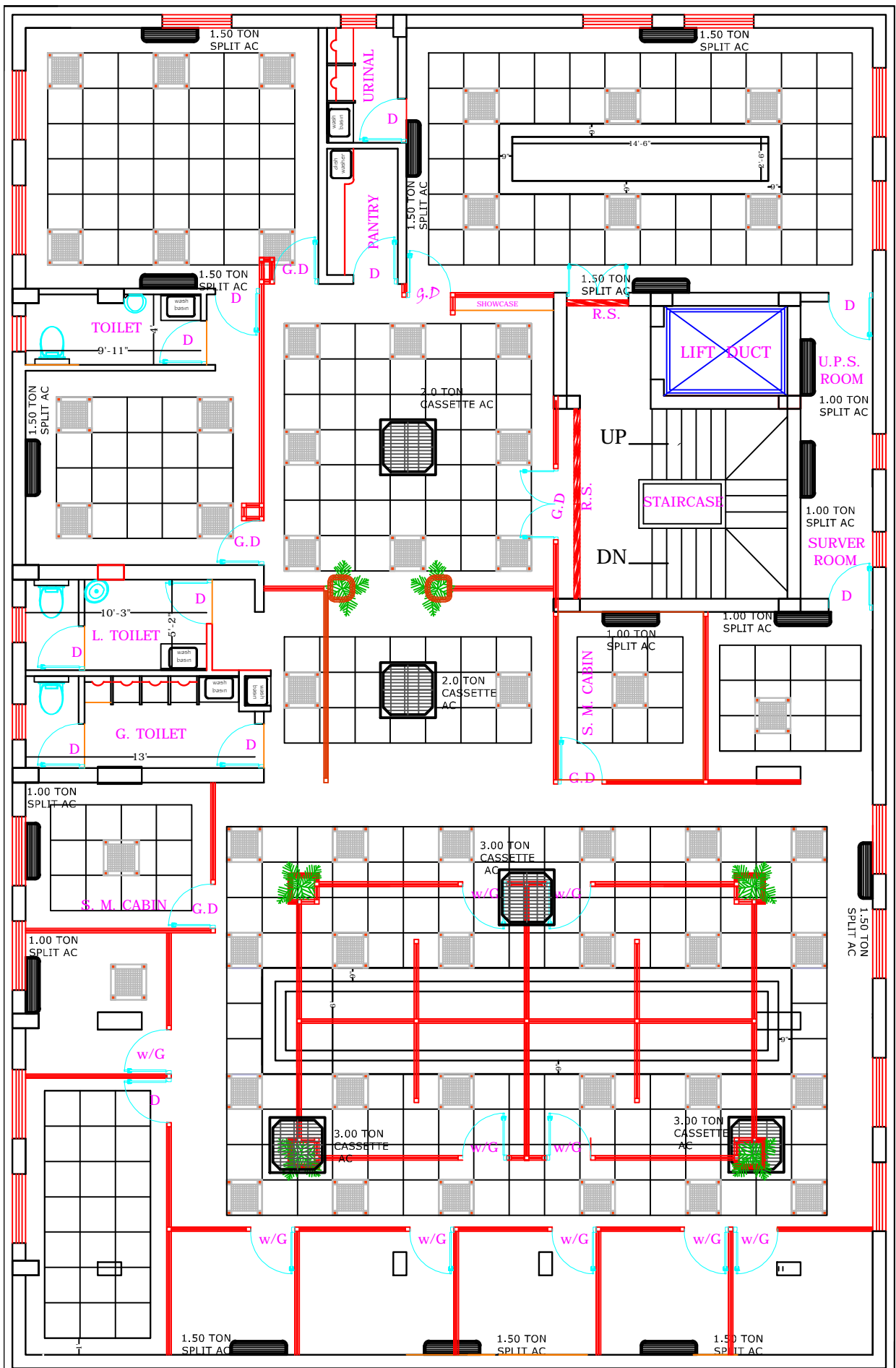
Seal & Signature of Contractor

S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
4	Drain Piping				
4.1	40 MM Thick UPVC HARD Drain Piping with 6 MM thick rubber nitrile Insulation.	300	Rft.		
5	Electrical Cabling				
5.1	Interconnecting Electrical Cabling between IDU & ODU : For 1.0 / 1.5 / 2.0 / 3.0 TR Hiwall Split / Cassette AC's 2.5 Sq. MM x 4 C	300	Rft.		
6	Civil Work :- Making cutouts in walls, remaking the same, Trenching / Zari Work & Refilling the same in all respect, refilling the same, scaffolding work etc.	1	JOB		
	GRAND TOTAL				
In Words Rs.					

Seal & Signature of contractor

Date:
Place:

Seal & Signature of Contractor



project by:- V. K. G. B. REGIONAL OFFICE CHANDRAPUR.	drawing by:- AC WORK PLAN	SCALE N.T.S. Drawn By <i>Mahendra</i>	DATE 01/12/2015 Checked By <i>Ahira</i>	<p align="center"><i>Ahira & Associates</i></p> <p align="center">Architect / Interior / Valuer, plot No. -26 , Near Chota Hanuman Mandir , Rameshwari , Nagpur. Email id- archahira@gmail.com</p>
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