



PREMISES & ESTATE SECTION

CIRCLE OFFICE

NO.86, M.G.ROAD

BENGALURU - 560001

NOTICE INVITING TENDER FROM EMPANELLED CONTRACTORS

<b>NAME OF THE WORK:</b>	<b>INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU</b>
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1	DATE OF ISSUE	FROM 14.03.2024
2	LAST DATE FOR SUBMISSION	28.03.2023 UPTO 03.00 PM
3	DATE / TIME OF OPENING	28.03.2023 AT 03.30 PM
4	EARNEST MONEY DEPOSIT	WAIVED FOR EMAPANELLED CONTRACTOR UNDER HEAD OFFICE BENGALURU
5	TIME OF COMPLETION	25 DAYS

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Sealed tenders invited on behalf of Canara Bank for the above mentioned work from **the eligible empanelled Contractors of Class A & B Category under Head Office Bengaluru**. The schedule of quantities and terms and conditions are enclosed.

The tenders with the rates duly filled in and signed in each page of the tender and shall be submitted in sealed cover prescribing the name of work and the due date for opening. The sealed tender must be dropped in tender box kept at the Circle Office within the above stipulated time. The tenders shall be opened at the Circle Office at the above specified time. The tenderers / authorized representative are requested to be present at the time of opening.

Canara Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

**SIGNATURE OF ISSUING AUTHORITY**

## TERMS AND CONDITIONS

The TENDER document contains

- (a) Notice inviting the tender
- (b) Terms and conditions
- (c) Schedule of quantities
- (d) Drawings wherever applicable

1. THE WORK SHOULD BE CARRIED OUT STRICTLY ACCORDING TO THE PRESCRIBED SPECIFICATIONS DETAILED IN THE TENDER.
2. The works other than the one specified in the tender BOQ if any carried out by the contractor without obtaining prior permission from The Manager, Premises and Estate section, Circle Office will not be taken into consideration and the same will not be paid.
3. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to ascertain / understand the nature of site and dimensions, means of access to the site, and obtain all necessary information's as to risks, contingencies and other circumstances which may influence or affect their tender.
4. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.
5. The tenderer should quote in figures as well as in words the rate and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be inclusive of all costs for the item of work described, including materials, labor, tools and plant, carriage and transport, supervision overheads and profits, mobilizing and other charges whatsoever, including any anticipated or un-anticipated difficulties etc., complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be paid.
6. The acceptance of a tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. **The bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates / other conditions if his tender is accepted in part. The bank also reserves the right to reject the lowest or any other tender and also to award the work to any shortlisted tenderer at the least rates quoted for the respective items of work without assigning any reasons.**
7. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors, who resort to canvassing, will be liable for rejection.
8. All rates shall be quoted on the proper form of the tender alone, i.e., SCHEDULE OF QUANTITY. Quoted rates and units different from the one prescribed in the tender schedule will be liable for rejection.
9. All the pages of the tender i.e., notice inviting the tender, terms and conditions, schedule of quantities and approved makes are to be signed. If all the pages of the tender, as above, are not signed, the tender quoted by the Contractor is liable for rejection.

**SIGNATURE OF THE TENDERER WITH SEAL**

## TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU

10. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs. ' should be written before the figure of rupees and word 'P' after the decimal figures. E.g. 'Rs.2.15P' and in case of words, the word 'Rupees' should precede and the word 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only,' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found -
- (a) the rates, which correspond with the amount worked out by the tenderer, shall unless otherwise proved be taken as correct
  - (b) if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct
  - (c) where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise proved be taken as correct and not the amount.
11. All corrections such as cuttings, interpolations, omissions and over writings shall be numbered as 'c', 'i', 'o' and 'ow' and initialed and total of such 'c', 'i', 'o' and 'ow' on each page certified at the end of the page with grand total at the end of the schedule of quantities.
12. An item rate tendered containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
13. The rates quoted should be inclusive of cost of material, labour, scaffolding charges, other related costs. **GST or any other Tax, any royalties, duties, levies, cess, Entry Tax, octroi, Profession Tax, Turnover Tax or any other Tax on material in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above. GST on works contract on finished works wherever applicable shall be paid by Bank as per extant rules.**
14. The work should be commenced immediately after declaration of L1 and obtaining work order.
15. The rates quoted should be inclusive of material, labour, scaffolding charges, other related costs .
16. The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labor, Sales Tax, octroi etc.
17. Materials of approved makes as prescribed in the annexure to this tender shall only be used and also colors to be as advised by the Bank.
18. The quantities given in schedule of quantities are approximate and the final bill will be settled for the actual quantity after taking complete measurements only.
19. The term 'Contractor' means the 'successful tenderer to whom the work is awarded to execute the work'.

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## TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU

20. Statutory deductions like Income Tax will be deducted from the Contractor's bills as per rules.
21. The Contractor, immediately after completion of the work, should remove all scaffolding materials and debris from the site at his cost.
22. Incomplete tenders are liable to be rejected.
23. Tenders shall be open for acceptance upto 90 days from the date of opening of tenders i.e., the tenders shall be valid for a period 90 days from the date of opening.
24. The Contractor shall report to the head of the Branch where the work is to be executed and shall work in full co-ordination with the Branch/Land lord. If requested by the Branch / Bank, the Contractor shall submit a daily progress report.
25. The Contractor or his authorized representative shall be available at site at all the times to take instructions from the Branch / Bank.
26. The work should be carried out with full co-ordination / co- operation of LANLORDS / co-occupants without damaging any permanent structures or furniture belonging to them. If any damage occurs, the cost of the same will have to be reimbursed by the Contractor.
27. The Contractor should arrange to work in such a way to keep the work to go hand in hand with the connected other works that may be carried out at the site.
28. All shavings, cuttings and other rubbish as it accumulates shall be cleaned from time to time during the progress of the work and at completion, including that of sub-contractors and special Tradesmen to be cleared and carted away and all materials rejected by the Bank to be removed. Contractor's quoted rates shall allow for these factors.
29. The work shall be carried out within the stipulated time specified in the NOTICE INVITING TENDER (NIT). The Contractor should accordingly engage sufficient number of labor and material and arrange for execution of work simultaneously with the proper programme.
30. The works shall be carried out strictly according to the item specifications as specified in the quotation offer and drawings. Any ambiguity in the specifications and drawings shall be brought to the notice of the Bank and the decision of the Bank in such matters will be final and the same is binding on the Contractor.

Any deviations in the work from the specification laid in quotation and drawing shall not be carried out without prior permission from the Bank.

All makes / brands of material to be used in the work shall be as per the list of approved makes stipulated in the tender. Any make of material not listed shall be got approved by the Bank before use in work. The Bank reserves the right to insist on the make of materials given in the list and the decision of the Bank in choosing the make shall be final and binding on the Contractor.

The work shall be offered for inspection at every stage, more specifically, before painting, polishing and lamination.

31. All the dismantling items shall be pre-measured and approval of the Bank shall be sought before dismantling.

**SIGNATURE OF THE TENDERER WITH SEAL**

### 32. TERMS OF PAYMENT

**No advance payments shall be made.** Hence, the successful tenderer is advised to make necessary arrangements for funds to start and execute the work.

**The interim payment shall be based on the progress of the work. The part rate decided by the Bank shall be final and binding on the tenderer.** While considering interim payment, the value of unfinished items and materials at site shall not be considered. **The bills for interim payment shall be on a format similar to the BOQ or as prescribed by the Bank.**

The final bill for the work shall be submitted within one month from the date of completion of work, failing which the Bank reserves its right to treat the bill for the last interim payment itself as the final bill for the work and the Contractor has no right to claim any amount against the work.

### 33. EARNEST MONEY DEPOSIT / SECURITY DEPOSIT / RETENTION MONEY:

The tenderer will have to deposit the amount specified in the Tender Notice at the time of submission of tender as Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within 14 days from the date of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender. Appendix-1 may be referred. The initial Security Deposit will not yield any interest & shall be held by the Bank till the end of the Defect Liability period.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill until the total security deposit, i.e., the initial Security Deposit plus the retention money equals:

- a) 10% on the first rupees one lakh of the estimated cost of work.
- b) 7.5% on the next rupees one lakh of the estimated cost of work
- c) 5% on the remaining amount of the estimated cost of work.

The retention amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

### 34. DEFECTS LIABILITY PERIOD

The work shall be guaranteed for a period of **ONE YEAR** from the date of completion of the work. Any defect arising during this period due to bad workmanship, quality of materials and others shall be rectified at no extra cost of Bank, failing which the Bank shall have liberty to engage other agency and recover the cost from the Contractor either from the security deposit held under this contract or from any other contract.

**SIGNATURE OF THE TENDERER WITH SEAL**

**35. TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART**

**Time of completion**

The entire work is to be completed in all respects within 25 DAYS from the date of work order. Time is the essence of contract and shall be strictly observed by the Contractor.

The work shall not be considered as complete until the Bank certifies in writing that the work has been completed and the Defects Liability Period shall commence from the date of such certificate.

**Extension of time, If**, in the opinion of the Bank, the work be delayed -

a. by reason of any exceptionally inclement weather

OR

b. by reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes with adjoining / neighboring owners

OR

c. by reason of the work by or delay of other Contractors or tradesmen engaged or nominated by the Bank and not referred to in the specification

OR

d. by the reason of authorized extra and additions

OR

e. by reason of any combination of workmen's strikes or lockout affecting any of the building trades

OR

f. From other causes which the Bank may consider as beyond the control of the Contractor, the Bank will grant fair and reasonable extension of time for completion of the work. In the event of Bank failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the Contractor shall immediately give the Bank written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required to the satisfaction of the Bank to proceed with the work, and on his doing so, it will be the ground for consideration by the Bank for an extension of time as provided above. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strikes or lockouts and the Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in **clause 34** with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Bank were submitted for and the damage shall be determined accordingly.

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**Progress of work:** During the period of execution, the Contractor shall maintain proportionate progress on the basis of the Programme Chart submitted by the Contractor immediately before commencement of work and agreed to by the Bank. The Contractor should also include planning for procurement for scarce materials well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

**36. LIQUIDATED DAMAGES:**

Should the work be not completed to the satisfaction of the Bank within the stipulated period, the Contractor shall be bound to pay to the Bank a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

1% of the accepted contract amount per week, subject to a ceiling of 5 % of the accepted contract amount

**37. TENDERED VALUE:**

The lowest tendered value shall be the total value of all the finished items including GST on works contracts and credit for buyback items if any.

**38. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified staff and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently. No labourer below the age of Eighteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act
- b) Minimum wages Act
- c) Employer's Liability Act
- d) Workmen's Compensation Act
- e) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- f) Apprentices Act 1981
- g) Any other Act or enactment relating thereto and rules framed there under from time to time.
- h) Indian Electricity Act (IE Act) and follow the rules.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

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## TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

The contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

### **39. DISMISSAL OF WORKMAN**

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the employer or any of their officer or employee.

### **40. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.**

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. **The contractor shall submit an indemnity bond in Bank's approved proforma (enclosed under Appendix-9) in a stamp paper. Indemnify the Bank / Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.**

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

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## TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU

The contractor shall affect the necessary insurance and indemnify the Employer / Architect entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the works itself till this is made over in a complete state and also the workmen/ labours / supervisors employed in the work. Insurance is compulsory and must be affected from the very initial stage before commencement of the work. .

The contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

### **41. INSURANCE**

The Contractor shall, at his own expense insure the works , effect and maintain till the completion of the contract a **Contractors All Risks Policy (CAR)** for Insurance, with an insurance company approved by the Employer, for the full amount of the contract .The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation , rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence , malicious acts or human error, additional cover for third party liability and surrounding properties. The CAR shall be held in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer within 07 (SEVEN) days from the date of acceptance of the tender.

The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense obtain, **effect and maintain until the completion of the Contract a policy of Insurance against such risk in respect of employees of contractor or sub-contractor with an Insurance Company approved by the Employer,** a comprehensive policy of Insurance and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor.

The Contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

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

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Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, 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 sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

#### **42 MEASUREMENTS**

All measurements shall be carried out as per relevant IS code unless otherwise stated elsewhere in this document. Before taking any measurement of any work the bank Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the bank Engineer then in any such event the measurements taken by the bank Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

#### **43. VARIATION / DEVIATION**

The Employer shall have powers to order additional /non-tendered items to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing.

The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up to variation of 25%. For variation beyond 25%, the rate may be reviewed based on prevalent fair price of labour, materials and other components as per the rate analysis format given in Appendix-12. The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 07 days of being directed to execute such items/quantities and the Employer/Architect shall assess the analysis and approve reasonable and justified rate. No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer/ Architect.

#### **43 . SUBSTITUTION**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. Materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the Employer/Architects has to be obtained in writing.

#### **45. COMPLETION OF WORK**

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures etc of all paint/polish/distemper splashes/dirt/dust etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings. The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Architect/Employer in writing that he has completed the work and it is ready for inspection.

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## TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU

On receipt of such written intimation from the contractor, the Architect/ Employer shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Architect/ Employer shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection.

The work shall not be considered as complete until the Employer/Architects have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate

No such certificates shall be issued until the contractor clears away and removes from the site all constructional plant, surplus materials, rubbish temporary works of every kind and leaves the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer/Architects.

### **46. CONCEALED WORK**

The contractor shall give due notice to the Employer/Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architects shall be accepted as correct and binding on the contractor.

### **47. IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

### **48. SUSPENSION OF WORK**

If the Contractor:

- (i) Having been given by the Bank a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or,
- (ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the bank (which shall be final and binding) that he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the bank; or
- (iii) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank or
- (iv) fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the Bank ; or
- (v) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or

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## TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU

(vi) If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default,

In all the above , the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in clause 42 ( Termination of Contract by Employer).

### **49. TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen 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 if so required by the employer to give reasonable security therefore,

or

if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under,

or

shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within seven clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after seven clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned,

or

shall abandon the contract, then and in any of the said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor).

**SIGNATURE OF THE TENDERER WITH SEAL**

## TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU

Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell 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 contractors or other persons or person 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 persons or person employed from completing and finishing the works.

When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized.

Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Bank shall have the option of terminating the contract without compensation to the contractor.

### **50. ARBITRATION**

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

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select anyone of the persons name and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

**SIGNATURE OF THE TENDERER WITH SEAL**

## **TENDER FOR INTERIOR FURNISHING WORK AT SAHAKARANAGAR BRANCH BENGALURU**

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees and expenses, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

I / WE HAVE READ, FULLY UNDERSTOOD THE ABOVE MENTIONED TERMS AND CONDITIONS AND ACCEPT THE SAME IN TO.

**SIGNATURE OF THE TENDERER WITH SEAL**