PREMISES & ESTATE SECTION, CIRCLE OFFICE TC NO. 26/173 (1), PB NO 159, M G ROAD THIRUVANANTHAPURAM - 695 001 TEL: 0471-2331340 email: pecotvm@canarabank.com

## TENDER DOCUMENT (FOR FURNISHING WORKS)

AT CANARA BANK PEROORKKADA BRANCH

NOTICE INVITING THE TENDER, GENERAL RULES & INSTRUCTIONS GENERAL CONDITIONS, SPECIAL CONDITIONS, OFFER LETTER, AP PENDICES, SCHEDULE OF QUANTITIES.

SIGNATURE OF TENDERER

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## NOTICE INVITING THE TENDER

To,

M/s

Sealed tenders on item rate basis are invited from Bank's Panel Contractors in **Class A, B, C (15 Lakhs and above)** of Trivandrum Circle and **Class A, B (30 Lakhs and above)** contractors of Madurai, Mangalore and Chennai Circle for the Furnishing works at Peroorkkada Branch. Tender Documents may be obtained from Canara Bank, Premises & Estate Section, Circle Office, Thiruvananthapuram during working hours till 23.11.2023

Earnest Money Deposit	: NIL	
Period of completion	: 60 days	
Last date, time and place for Submission of tender	<ul> <li>On or before 3.00PM, 24.11.2023 to The Assistant General Manager</li> <li>Canara Bank</li> </ul>	
	Premises & Estate Section	
	Circle Office, Thiruvananthapuram	

Time and date of opening of tender : 3.30 PM on 24.11.2023

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

ASSISTANT GENERAL MANAGER Canara Bank Premises & Estate Section Circle Office, Thiruvananthapuram

Date: 17.11.2023

#### **GENERAL RULES & INSTRUCTIONS TO TENDERERS**

- 1) The completed Tender documents comprising of Notice Inviting the Tender (NIT), General rules & Instructions, General conditions of tender, Special conditions, Offer Letter, Appendices and Schedule of quantities, drawings, should be submitted to the Manager at the address given in the Tender Notice. The Tender document should be sealed in an envelope super scribed as "Tender for Interior furnishing works of **Peroorkkada Branch**". The Tenderer's name and address should also be put on the envelope.
- 2) Last date for receipt of tenders: As stated in the tender notice.
- 3) The Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, availability of materials and obtain all necessary information's as to risks, contingencies and other circumstances which may influence or affect their ten- der.
- 4) Tenderer should ensure that their tenders are submitted before the date and time specified above.
- 5) Tenderer are requested to put their firm's signature on each page of the tender documents as a token of acceptance.
- 6) Tenderer should fill in all the relevant blanks and put their signature in the relevant places indicated in the documents.
- 7) It will be obligatory on the part of the Tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer.
- 8) 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 all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, taxes, VAT, service tax, cess, fees, 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 maintainable.
- 9) When a Tenderer signs a tender in an Indian language, the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate Tenderer the rates or the amounts tendered should be attested by a witness.

- 10) The Schedule of Quantities should be filled as follows:
  - a. The "Rate" Column to be legibly filled in ink in both figures and words.
  - b. 'Amount' column to be filled for each item and the total amount for each trade to be given.
  - c. All corrections/ over writings are to be initialed. Failing which the tender shall be rejected.
  - d. All the items of the schedule of quantities shall be filled, failing which the tender shall be rejected.
  - e. Tenderer's signature to be put on each page of the Schedule of quantities and in the "Abstract Sheet".
  - f. The "Amount" column for alternative items for which the quantities are mentioned should be filled up.
  - g. The "Rate" column for "Rate only" items should be filled up.

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.

- 11) No alterations or additions are to be made by the Tenderer in the tender document. Violation of this instruction will attract rejection of the tender at the discretion of Architect/Bank.
- 12) Tender shall be quoted on prescribed Form only and quoting in any other form will be rejected. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the ten- der schedule will be liable for rejection.
- 13) Earnest money accompanying the tender will be accepted only in the form of Crossed Demand Draft on any of the Nationalized Banks/ State bank drawn in favour of **"Canara Bank, Premises & Estate Section, Circle Office, Thiruvananthapuram" payable at Thiruvananthapuram**" & not in favour of any other authority. Any tender, which is not accompanied by Earnest Money Deposit in the form of DD, shall be summarily rejected.
- 14) The EMD of the Tenderer whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit or execute the agreement or submit

the Indemnity Bond within the period stipulated period mentioned in the award letter.

- 15) The Sealed Envelopes shall be **opened at the specified time** in the presence of the tenderer or their authorized representatives if they desire to attend. Bank shall open the tenders on the specified date & time even if the tenderer or their authorized representatives are not present.
- 16) The tender for the work shall not be witnessed by a tenderer or tenderers' who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the tenderers tendering as well as witnessing the tender liable to summary rejection.
- 17) The Tenderer is required to check the numbers of the pages and should any be found missing or in duplicate, or the figure or writing indistinct, he must inform the Architect/ Bank at once and have the same rectified. Should the tenderer be in doubt about the precise meaning of any item or any provision or if he wants any clarification, he must inform the Architect/Bank in writing at least one week before the scheduled date of opening. No claim will be allowed in respect of errors in the Tenderers tender due to any mistake in the Schedule of Quantities, which should have been but was not rectified in the manner described above.
- 18) The articles of Agreement should not be filled. <u>It is only a format for information</u>. The agreement shall execute on this format with the successful tenderer only.
- 19) Rate in words will be taken in correct over rate in figures. If the amount of an item does not tally with the rate quoted in words, the rate quoted in words shall be taken as correct.

Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing many errors are liable to be rejected at the discretion of Bank.

- 20) Tenderers should note that their tenders should remain open for consideration for a minimum period of **90 days** from the date of the opening of tenders.
- 21) If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender, or quoted rates then the Employer shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value** of the earnest money as aforesaid.
- 22) 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 Tender/ 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.

- 23) All the parts of this tender document shall form a part of the contract document.
- 24) The Tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the Tenderer and the Employer.
- 25) On acceptance of the tender, the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Employer shall be communicated to the Employer.
- 26) The Bank reserves the right to accept any tender or accept tenders in part or to reject any or all tenders without assigning any reasons thereof and will not be liable to offer any explanation whatsoever.
- 27) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderer who resort to canvassing will be liable for rejection.
- 28) Tenderers are requested to note that non-compliance of the above instructions is liable to render rejection of their Tender.
- 29) EMD of unsuccessful tenderers will be refunded without any interest.

ASSISTANT GENERAL MANAGER Canara Bank Premises & Estate Section Circle Office, Thiruvananthapuram

## GENERAL CONDITIONS OF CONTRACT

#### 1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

**Employer or Bank:** The term "Employer " or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by Assistant General Manager, Canara Bank, Premises & Estate Section, Circle office, Thiruvananthapuram and any of its employees or representative authorized on their behalf.

Architects:	The	term	"Architects"	shall	mean	
			••••••			or
in the event of his/the	ir ceasing t	to be the Arcl	hitects for the purp	ose of this co	ntract such o	ther
person/s the Employe	r shall nom	inate for the	purpose.			

**Site Engineer:** The term "Site Engineer" shall mean authorised Engineer appointed by Architect or Bank for day-to-day supervision of works at site as per tender terms.

Contractors: The term "Contractor"," Bidder" or "Tenderer" shall mean

\_\_\_\_\_ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.

Site: The "site" shall mean **Peroorkkada Branch**, **CANARA BANK PEROORKADA BRANCH NO 1 NV NAGAR PEROORKADA PO THIRUVANANTHAPURAM**, where the renovation works are to be carried out.

**Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Architect/ Bank and such other drawings as may from time to time be furnished or approved in writing by the Architect/ Bank.

**Work / Works** shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.

**Contract** means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced Schedule of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in, Appendices, Annexure or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

"**Technical Specification**" means the specification annexed to or issued with this tender or detailed in the schedule of quantities.

"Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.

'Market rate" means the rate as prevailing in the market and recommended by the Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.

"The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities with specifications as specified and forming part of this contract.

"Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

## 2. SCOPE OF WORKS:

The work consists of **Interior furnishing of the Bank's above mentioned branch/office/ATM premises** in accordance with the "Schedule of Quantities". Employer/Architects may in their absolute discretion issue further and/or written instruction, details, directions & explanations, which are, hereafter collectively referred to as "The 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 defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Architect/ Bank during the execution of the work.

In case any detailed Working/Fabrication/Shop Drawings are necessary, con- tractor shall prepare such detailed drawings and/or dimensioned sketches thereof and get approved by the

Bank / Architect prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring any- where in drawings for additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.

No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employ- er/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation". Regarding all factory made products for which **ISI marked products** are avail- able, only products bearing ISI marking shall be used in the work.

The whole work including all extra and additional items if any is to be completed within the period of completion as stated in Notice Inviting the Tender and the Contractor will be required, if necessary to work overtime to fulfill the Banks/Architect's instruction to complete the work by the stipulated date. No extra payment will be allowed on the quoted rates for such overtime work.

The existing passenger lifts will not be permitted for shifting of materials, debris etc.

#### 3. TENDER

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting.

The works will be paid for as "measured work" on the basis of actual work done on item rate basis and not as "lump sum" contract as per the rate quoted in the Schedule of quantities.

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

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

## 4. AGREEMENT, INDEMNITY BOND

The successful contractor shall sign a Contract Agreement as per format enclosed as **Appendix 5** and shall pay for all stamps paper charges and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond as per format enclosed as **Appendix 6**.

The contract agreement and Indemnity bond shall be executed within **7 days** from the from the date of receipt of letter 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.

#### **5.PERMITS AND LICENCES**

Permits and Licenses for release of materials, which are under Government control, shall be arranged by the contractor. The Employer may render necessary assistance, sign any forms or applications that may be necessary but shall not be responsible for actual procurement or for any delay in procurement.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-receipt of any controlled materials in due time on this account or according to his own requirements.

The Employer/Architects shall be indemnified against all Government or legal actions for theft or misuse of controlled materials in the custody of the contractor.

#### 6.GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of all local laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities. The cost, if any, shall be deemed to have been included in quoted rates, taking into account all liabilities for licenses, fees. The tenderer shall indemnify the Employer against any such liabilities in compliance of the local acts, rules.

#### 7. QUOTED RATES

The rates shall be as per the Schedule of Quantities and include the following:

- (i) The rates quoted by the contractor shall be held to include for providing all materials, testing of materials, labour and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, cutting, wastages, return of packing and all materials and labour and cleaning of work place, everything else necessary for the proper completion of each item of work including over- heads and profits.
- (ii) The rates must include in their tender rates quoted for all duties royalties, cess, sales tax, VAT, service tax or any other taxes or local charges if applicable. Any variations in the above shall not be paid. No extra claim on this account will in any case be entertained.
- (iii) The rates quoted by the contractor should cover for work at all heights and levels for all items of work under this contract. Lifting of materials will not form any criteria for claiming extra payment.

**FUNCTIONING BRANCH - Timings of work - Cleaning of site on daily basis** wherever the works are carried out in functioning branch or office the timings of work shall be beyond the office hours as fixed by the Employer.

The works, all cuttings, waste materials, rejected materials and other rubbish as it accumulates shall be cleaned from time to time during the progress of the work and at completion of **each day's** work and to be cleared and carted away from the branch premises / site.

Contractor's quoted rates shall allow for the above factors also.

## 8. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire work but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. In case of increase it shall be as per the variation clause.

## 9. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by other Agency or persons, and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co- operation in this regard.

## **10.** EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

The tenderer will have to deposit the amount specified in the NIT **at** the time of submission of tender as Earnest Money deposit. No interest shall be paid on the Earnest Money deposit.

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 **7 days** from the date of receipt of letter 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. No interest shall be paid on the Initial security deposit.

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 till the **total security deposit**, (i.e., the initial Security Deposit plus the retention money) equals the amount mentioned below:

- 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 total security deposit amount will be refunded to the contractor, after de- ducting 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 rectified all the defects in accordance with the conditions of the con- tract. No interest is allowed on retention money & total security deposit.

## 11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/Architects whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and du- ties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work **but also for the protection of the public and safety of any adjacent** walls, houses, building, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/ Architects.

The contractor shall at all times give access to **workers employed by the Employer** or any men employed on the premises and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders etc. in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above-mentioned contingent works.

## 12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

**Time of completion:** The entire work is to be completed in all respects within the stipulated period stated in the Notice Inviting the tender.

The order to commence the works shall be given by the Bank only after depositing the Initial security deposit, signing of agreement, submission of Indemnity bond, submission of Insurance.

Time is the essence of the contract and shall be strictly observed by the con- tractor.

Extension of Time: If in the opinion of the Employer / Bank the works were delayed for reasons

beyond control of the contractor, the Bank may grant a fair and reasonable extension of time for completion of the contract works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the Architect/ Bank. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.

In such case, the Employer may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within **15 days** of the date of such request.

While granting extension, the Employer shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated time period and authorised extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the Employer, the provision of liquidated damages as stated under **Clause 13** hereof will become applicable.

However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

**Progress of work:** The contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/ Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

## **13. LIQUIDATED DAMAGES**

Time is the essence of the contract. The completion of the **works** is essential to comply with various requirements of the bank. Thus the contractor shall be aware and take note that noncompletion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time under **Clause 12** hereof, the Contractor shall pay the Employer the sum at the rate of <u>1%(one per cent) of the Contract Value per week of delay subject to a limit of</u>

<u>10%(ten percent) of the Contract Value as "Liquidated damages"</u> for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards

such damages from any monies due to the Contractor.

For this purpose the term `Contract Value' shall be value at the contract rates of the work as ordered / accepted.

The Employer shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

#### 14. PROTECTION TO WORKS, STORAGE

**Protective Measures:** The contractor shall make suitable arrangements for watching and protecting the works and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by Bank for such services.

Contractor shall indemnify the Employer against any possible damage to the building, roads or members of the public in course of execution of the work.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

**Storage of materials:** The contractor shall provide adequate protection of the materials, work etc., and also other work that may be executed on the site.

All offensive, inflammable materials shall not be stored in the premises.

#### **15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and

/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless

and indemnified in all respects from such actions, costs and expenses.

## **16.** SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

## 17. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi, VAT, service tax and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work.

## The work must be done in the best workman like manner.

**Samples** of all materials to be used must be submitted to the Employer/Architects when so directed by the Engineer/ Architects and written approval from Employer/Architects must be obtained prior to placement of order for the material.

Before ordering any material, the Contractor shall get samples of the materials approved from the Bank/ Architect well in time. The samples of materials shall be got tested from approved laboratories at the contractor's cost before approval if ordered by the Bank/ Architect. No claim will be allowed for delay to the progress of work caused by tests. If called upon by the Bank, the contractor shall produce proof for having arranged for the supply of materials well in time.

## **18.** REMOVAL OF IMPROPER WORK, RECTIFICATION, REJCTED MATERIALS

The Employer shall during the progress of the work have power to order for removal of work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specifications or drawings or instructions.

All materials / or workmanship which in the opinion of the Bank are / is defective / not confirming to specifications / drawings or un-suitable, shall be re- moved immediately from the site and shall be substituted/ reworked with proper material and / or workmanship forth with as per drawings, specifications at the cost of the contractors.

In case the contractor refuses to comply with the orders of the Employer/ Architect, then the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ Architects

shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor under this contract or any other contract. No certificate, which may be given by the Architects/ employer, shall relieve the contractor from his liability in respect of unsound work or bad materials.

#### 19. ACCESS

Any authorized representative of the Employer/ architect shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

#### 20. SITE ENGINEER

The term 'Site Engineer' shall mean the person appointed and paid by the Employer/Architect to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials.

The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employer.

## 21. 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 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 un- der 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.

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.

#### 22. 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.

## 23. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen, per- sons, 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. <u>The contractor shall</u> <u>submit an indemnity bond in Bank's approved proforma (enclosed under Appendix-6) in a</u> <u>stamp paper. Indemnify the Bank</u>

/ 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.

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.

#### 24. INSURANCE

The Contractor shall, at his own expense insure the works , effect and maintain till the completion of the contract a <u>Contractors All Risks Policy</u> (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 with **7(seven)** days from the date of receipt of the letter of acceptance of 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 statue 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 <u>a policy of Insurance against such risk in respect</u> of employees of contractor or sub-contractor with an Insurance Company approved by the <u>Employer</u>, a comprehensive policy of Insurance and de- posit 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.

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.

## 25 ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract, if the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

#### 26 . MEASUREMENTS

<u>All measurements shall be carried out as per relevant IS code unless otherwise stated elsewhere</u> <u>in this document.</u> Before taking any measurement of any work the Site Engineer/ Architect/ employer 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 Site Engineer then in any such event the measurements taken by the Site 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.

#### 27. CONCEALED WORK

The contractor shall give due notice to the Employer/Architects whenever any work is to be concealed 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 con- tractor.

## 28. INITIAL & INTERIUM PAYMENTS

Initial Mobilization Advance: No mobilization advance will be considered by Bank.

**Running Bill payments**: All bills shall be prepared by the contractor in the form prescribed by the Employer/ Architects. Normally one interim bill shall be pre- pared each month subject to minimum value for interim certificate as stated in the **Appendix-1**. The bills in proper forms must be duly accompanied by de- tailed measurements & test certificate in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Architects shall issue a certificate after due scrutiny of the contractor's bill stating the value of the work executed , amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificate stated in the **Appendix-1 subject to its correctness and verification by Employer**.

The amount stated in an interim certificate shall be the value of work properly executed and material advance upto 75% of invoiced value of materials brought to site for alternate incorporation into the work after preparation of the previous bill less the amount to be retained by the Employer as **retention money vide clause 10** of these conditions. Advance paid for materials already incorporated in the work shall be recovered.

**The material advance** shall be admissible only on materials, which in the opinion of the Architect/ employer are imperishable in nature, are genuinely required for use in the work in the near future, are of the required quality and are adequately protected against damage, theft, loss etc.

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

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer un- der these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. In all the above the **Appendix 2, 3**  $\pounds$  4, shall be followed.

#### **29.FINAL PAYMENT**

The final bill shall be submitted by the contractor to the Architect within one month of the date of completion of the work certified by the Architect and payment shall be made within **one month** for such of those items and quantities that in the opinion of the Employer are undisputed.

Payments of final bill shall be made after deduction of Retention Money as specified in **clause 10** of these conditions, which sum shall be refunded as stipulated in **Clause10**. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

#### **30.** VARIATION / DEVIATION

The Employer shall have powers to order additional /non-tendered items or 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- 7**. The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 7 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.

#### 31. 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.

## **32.** COMPLETION OF WORK

On completion of the work the contractor shall clean all windows, doors, fit- tings, fixtures, furnitures etc of all paint/polish/distemper splashes/dirt/dust / adhesives etc, if necessary all hardware, clean inside and outside, all floor, stair- cases, and every part of the building and the surroundings.

On receipt of such written intimation from the contractor on completion of the work, 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 re- moves 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.

#### **33. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects which may appear during the defect liability period of **one year from the date of completion of the works**.

In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor form the amount retained under **clause No.10** under this contract or any other contract together with any expenses the Employer may have incurred in connection therewith.

#### 34. 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.

#### 35.ASSIGNMENT

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 sublet the contract or any a part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

#### 36.ESCALATION:

The rate 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, labour, sales tax, VAT, works contract tax, octroi, service tax etc. or any other tax. There shall be **NO ESCALATION** on the quoted rates.

The basic rates indicated in Schedule of quantities for material is only to facili- tate the Bank to select the material.

#### **37.** 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-workmanship 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 be- half 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
- (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 de- fault,

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 compiled 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 38** (Termination of Contract by Employer).

#### **38. 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 three 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 three 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 not- withstanding 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). 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.

#### **39.** 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 <u>selection as provided</u> <u>above within the period specified, the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator.</u>

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.

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.

#### **40.**CLOSE RELATIVES

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or himself and who are near relative to any Employee of the Canara bank. Any breach of these conditions by the Company or Firm or any other person/ contractor, the ten- der/work is liable to be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The Bank will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person is also liable to be debarred for further participation in the tenders in the concerned circle of the Bank. The details shall be furnished in Appendix 8.

#### **41.RETIRED EMPLOYEES**

No Employee of the employer or employed in any department of the Government of India, PSU , Nationalized/ state bank shall work as a contractor or employee of a contractor for a period of two years after his retirement from service without the previous permission of their employer in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of their employer as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be. The details shall be furnished in **Appendix 8**.

Signature of the Tenderer With name and address

## SPECIAL CONDITIONS OF CONTRACT

These Special conditions of Contract shall be read in conjunction with the General Conditions of contract, Schedule of quantities, Drawings and any other documents forming part of this contract wherever the context so requires.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the Special Conditions of Con- tract, shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnance, or variance, prevail.

In case where the specifications in the drawings or those given in schedule of quantities are found wanting the latest IS specifications then CPWD shall hold good.

## 1. ORDER OF EXECUTION OF DIFFERENT ITEMS OF WORK:

The Bank reserves the right to fix the order in which the various items of work involved in this contract are to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

## 2. DISCREPANCIES IN DOCUMENTS:

The several documents forming the contract are to be taken mutually explanatory of one another. In the event of any Errors, Omissions and Discrepancies, the same shall be dealt as under:

- In case of errors, omissions and /or disagreement between written and scaled dimensions on the drawings and specifications etc., the following order of precedence shall apply.
  - Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
  - Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.
- In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference will be observed.
  - Description in Schedule of Quantities.
  - Drawings.
  - Indian Standard Specifications of B.I.S.
  - CPWD specifications
- In case of difference between the rates written in figures and the rate in words shall prevail.
- In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Bank whose Elucidation, elaboration, decision shall be considered as authentic.

# 3. DEDUCTIONS AT SOURCE FOR Income tax, VAT (works contact) and other applicable Statutory deductions:

Appropriate deduction as per relevant Income Tax & VAT (works contract tax) Rules applicable at the time of payment shall be made on the bills submitted

by the contractor and such deducted amounts shall be remitted by the Employer to the respective central/ state government authorities on behalf of the Contractor as per Rules.

#### 4. USEFUL DISMANTLED MATERIALS:

Before dismantling any item prior permission of the Architect/ Employer shall be obtained and seek instructions for measurement, storage of the materials which shall become the property of the Bank unless otherwise stated in these documents / schedule of quantities.

## 5. NO OVER LOADING OF SLABS:

Floors of buildings shall not be over loaded by stacks or materials during execution of the works without the prior approval of the Bank.

## 6. APPROVED MAKE OF MATERIALS

The make of the material to be used in the works shall be as per list of approved makes detailed in **Appendix 9** and as per sample got approved from the Bank. A set of specimen samples of all approved materials shall be kept at site or any designated branch of the Bank. The cost of which shall be borne by the Contractor.

All other materials to be used in the works but not covered above but specified in the schedule of quantities (SOQ) including items beyond SOQ shall also be of best of its kind and shall conform to latest Indian Standard Specifications.

## 7. CORDINATION OF WORKS

Work involves execution in functioning branch of a Bank; it is intended to undertake works with minimum disturbance to the occupants & customers. Hence the execution needs to be carried out meticulously with proper co- ordination and planning. Further the work needs to be carried out in co- ordination with other agencies.

Signature of the Tenderer/Contractor With name and address

## OFFER LETTER

The Assistant General Manager Canara Bank Premises & Estate section Circle office, Thiruvananthapuram

Name of work: "......" "

Dear Sir,

I/We have read and examined the Notice Inviting the Tender (NIT), Offer Letter, General rules & Instructions to tenderers, General conditions of tender, Special conditions, Appendices, Schedule of quantities, drawings, and all other documents referred to in this Documents and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Employer within the time specified at the rates specified in the attached Priced Schedule of quantities viz., schedule of quantities and in accordance in all respects with the tender documents and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **90 days** from the due date of submission thereof and undertake not to make any modifications in its terms and conditions. A sum of Rs is hereby forwarded as earnest money in form of Demand Draft of (Name of the issuing Schedule Bank) bearing no. .....

and date . .....

In the event of the acceptance of my tender , I agree that the earnest money shall be retained by Employer towards security deposit to execute all the works referred to in the tender documents as per the terms and conditions contained or referred to therein.

I/We agree that should I/We fail to deposit the full amount of Initial security deposit and/or fail to commence the work specified **and/or** execute the agreement **and/or** execute the Indemnity bond and/ or submit the Insurance as per the above tender documents, an amount equal to the amount of the earnest money deposit mentioned tender documents shall be absolutely forfeited to the Employer and the same may at the option of the Employer be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We hereby declare that I/We treat these tender documents, drawings and other records connected with the work as secret/confidantial documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am /are authorised to communicate the same or use the information in any manner prejudiced to the SIGNATURE OF TENDERER

safety of the State / the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

Shri.\_\_\_\_\_\_, Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Dated the: ..... day, ..... month of 2021.

Witness,

Signature of Contractor Name & address: Full Postal Address including Pin Code NO. & Telephone NO.

1).

2).

## **APPENDIX-1 - IMPORTANT TERMS**

1	Period of Completion	: 60 days
2	Defects Liability Period (DLP)	: One year from the date of Completion of work unless otherwise specified.
3	Date of Commencement	: Third day from the date of signing of agreement, submission of Indemnity bond, submission of Insurance, depositing of Initial security deposit OR order to commence the works whichever is earlier.
4	Liquidated Damages for Delay	: As mentioned in the Clause no.13
5	Period of final measurement	: 30(Thirty) days.
6	Value of work for claiming the Interim Bills	: Minimum of Rs. 5.00 (Five) lakhs based on the <b>accepted measurements.</b>
7	Period of honoring interim Certificate	: 15 days from the date of receipt of bill certified by Architect/Consultant.
8	Period of honoring Final Certificate	: One month from date of receipt of certified bill correct in all aspects
9	Retention Money	: 3% of Interim Bill amount subject to the ceiling of the total security deposit
10	Total Security Deposit (Maximum)	: As per clause no. 10 of General conditions
11	Initial Security Deposit EMD	: 2% of accepted tendered sum including

## SIGNATURE OF THE TENDERER

SIGNATURE OF TENDERER

## APPENDIX-2 - RUNNING A/C BILL FORMAT

1. Name of work	:
2. Name of Contractor	:
3. Accepted contract amount	:
4. Date of commencement	:
5. Stipulated date of completion	:
6. Actual date of completion	:
7. Extension, if any	:
8. Insurance valid upto	:
a) Workmen Compensation Act	
b) Contractor's all risk Comprehensive	
10. Labour license no. and date & valid upto	:
11. Serial no. of this bill	:
12. No. & date of this bill	:
13. Ref. to agreement no.	:
14. Earnest money deposit	:
15. Total retention money excluding E.M.D as per contract	:
<ol> <li>Total retention money excluding (Date to be mentioned)</li> </ol>	: which this bill has been prepared

Note: i) if part rate is allowed for any item, it should be indicated with reasons

ii) if ad-hoc payment is made, it should be mentioned specially.

Signature of the Contractor

## **APPENDIX -3 -** CERTIFICATE FOR PAYMENT

RUNNING BILL NO. \_\_\_\_\_date .....

Total value of the works executed so far Rs....(A) Total value of the works till theprevious bill Rs....(B)

Total amount due since previous bill Rs \_\_\_\_\_(A) - (B)

#### DEDUCTIONS

Retention money on value of work as per accepted tenders up to date Rs.

Less: Already recovered (-) Rs	
Balance to be recovered Rs.	
Total Deduction as per contract Rs	
Any other recovery as per contract (-) Rs	
Net amount payable as per contract Rs.	
(Rupees	) in words.

Signature of Architect

#### **APPENDIX- 4 - MEASUREMENT CERTIFICATE**

- 1. The measurements on the basis of which the above entries the Running Bill no. \_\_\_\_\_ were made have been taken jointly on \_\_\_\_\_\_ and are recorded at pages \_\_\_\_\_ to \_\_\_\_ of measurements book no. \_\_\_\_\_\_
- 2. The work recorded in the above-mentioned measurements been done at the site satisfactorily as per tender conditions, drawings and specifications.

Signature of Contractor

Signature of Site Engineer.

Signature of Site Signature of Architect

Date:

Place:

## <u>APPENDIX-5 - CONTRACT AGREEMENT FORMAT</u>

This agreement made on this\_day of the month of \_\_\_\_\_\_in the year two thousand generative and the year two the year two thousand generative and the year two they are year to be year

	AND			
M/s	•duly represented by one of its Proprietor/Partner			
,aged	years,S/o Sri and having	, residing their office	at at	
Other part.		(hereinafter calle	d the	Contractor) of the

#### NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter re- ferred to.
- 2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,
  - a) The Tender Document comprising Notice inviting the tender , General rules & Instruction to tenderers, General Conditions of the Contract, Spe- cial; conditions , Appendix 1 to ..., Priced schedule of quantities, Tender Drawings.

b) Corrigendum to tender document if any.

- c) Letter from contractor dt.\_\_\_\_\_\_in response to the negotiation meeting discussions held on \_\_\_\_\_\_
- d) Letter of Acceptance issued to contractor by Bank letter No.\_\_\_\_\_dt.....
- e) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

SIGNATURE OF TENDERER

3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to execute, complete and perform the works in conformity in all respects with the Ten- der document as mentioned in the aforesaid documents which shall from part of this agreement.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

For & on behalf of the Contractor with seal For & on behalf of the Canara Bank with seal

#### APPENDIX -6 - INDEMNITY BOND FORMAT

THIS DEED			executed at Thiruva	nanthapurar	n on this	day of
	month	of year (	<b>2023)</b> By M/s			duly
represented	d by propriet	or / one	of its partners Sri	, aged		
years,	son	of	Sri			, residing
-			at			_
			•			

. In favour of

Canara Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office, at 112, J.C.Road, Bangalore - 560002.

Whereas I am the authorised partner of M/s\_\_\_\_\_\_, and had applied for prequalification of contractors for .....

Whereas as my company was shortlisted for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of has been awarded in our favour by Canara Bank, Head office vide their letter ......

And where as for undertaking the ......work, my company has entered into contract agreement with Canara Bank on \_\_\_\_\_.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement **dt**.\_\_\_\_and in consideration of Canara Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect of ...... and referred to above,

I hereby undertake to indemnify and keep harmless the Canara Bank & its Architect and its officials/ staff 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, any possible damage to the building and members of public in course of execution of the work for which I shall be solely responsible.

Signature of Contractor with seal

# APPENDIX-7 - FORMAT FOR RATE ANALYSIS OF ITEMS

#### MATERIAL I.

		1. Basic Cost of Material		Rs		
		2. Wastage	-	Rs		
	II.	Labour: As per Standard output and labour input required for t Particular item using quoted labour ra		Rs		Labour
	III.	Machinery / Tools of Machinery / Tools requirements as the item and hire charges as per mark	-	Rs		Inputs
		TOTAL (I) + (II) + (III)		Rs		
	IV.	Tax Liability [as per contractual clauses will be add	led]		- Rs.	
	V.	Add - ½ % for water charges ½ % for Electricity	-	Rs Rs.		
VI	Any oth	ner Expenditure (please specify)	Rs.			
TOTAL						
Contrac	tor Prof	it & OH - 15% - Rs.				
		GRAND TOTAL	-	Rs		

TDS will be deducted as per standard norms and recovery shall be made for water and electricity as per tender conditions.

## APPENDIX-8 - LIST OF RELATIVES WORKING IN CANARA BANK

1. Details List of relatives working in Canara bank;

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

2. Details List of retired Government / PSU/ Bank employees , employed by the tenderer / contractor :

NAME OF THE RETIRED OFFI- CIAL	DESIGNATION	NAME & ADDRESS OF THE PREVIOUS EMPLOYER

Name & Signature of Tenderer

# **APPENDIX -9 - LIST OF APPROVED MAKES**

SI. No.	ltem		Make/Spec				
1	Hard Wood (All wood must be well seasoned, free from Knots, other defects, decay and defects due to handling and transportation. Wherever Necessary, provide with anti - termite Treatment)	:	Second class Teak /Mahagony/Angily/ Thambakam				
2	Lipping	:	Beech W	ood			
3	Plywood - Grade BWR with (IS: 303)	:	•	Sevak)/ Arch /Kitply(Vista	id (Classic)/G Premium)	reenply	
			Colour	Greenlam	Merino	Sunmica	
			White	White 101 SUD	White Lily 21081	Super White G 324/1324	
4	Laminate & Internal Laminate		Yellow	Divine Yellow 207 SUD	Marino Sun Flower 21067	Yellow G511/1511	
			Blue	Celestial Blue 292 SUD	Blue Danube 21132	Sky Blue G577A/157 7A	
5	Veneer	:	Anchor/(	Greenply/Eu	ro/Archidply		
6	Adhesive	:	Fevicol S	H/Vamicol			
7	Tile Adhesive	:	BAL Endura/Webber/Saint Gobain				
8	Glass/Float Glass/Mirror	:	MODI Gu	ard/Saint Go	bain/IAG/Asa	hi	
9	Fixtures (All hardware fixtures and fittings to be powder coated abd finish as per spec)	:					
	i. MS 14g powder coated Hinges	:	Ebco/Ha	ffelle/Hettic	h		
	ii. Stainless steel/Powder Coated Piano Hinges	:	Mowjee/	GARG (ISI)			
10	Paint (Enamel, Emulsion)	:	Asian/Be	rger/Nerola	c/ICI		
11	Base Putty	:	National	/JK/Asian			
12	Melamine/Polsih	:	Asian/Be	rger/Nerola	c/ICI/Sheenla	с	
13	Automobile Duco Paint	:	MRF/ICI/	Asian			
14	Preservatives	:	Solignum	ı/Black Japaı	n/Termi Seal		
15	Lock & Fittings	:	Godrej/Ebco/Yale/Haffele/Dorma/ Hettich				

16	Auto Closing Hinges/Sliders/Wire Manager Keyboard tray etc.	:	Ebco / Haffele / Hettich
17	Aluminium Section	:	Jindal/Hindalco
18	ACP	:	Aludecor/Eurobond/Alutech/Alucobond
19	Flooring (Vitrified/Ceramic tile)	:	Johnson/Kajaria/Somany/Nitco
20	Floor Spring/Door Closer/Handle	:	Haffele/Dorma/Godrej/ Hettich
21	Vertical Blinds/Roller Blinds/Zebra Blinds	:	Vista/Trac/Mac/Hunter Douglas/Technifab
22	Pre Laminated Particle Board & MDF	:	Ecoboard/Merrino/Panelmax
23	Cement Board	:	Visaka/Bison/Everest
24	Gypsum False Ceiling	:	Gypsum India/Gyproc/Saint Gobain
25	False ceiling Tiles	:	AMF/Armstrong /Ecophone/Saint Gobain
26	Wallpaper	:	Marshall / Ego / Softek
27	Glass film & Vinyl Stickers	:	3M/Garware/Avery Dennison/LG Hausys
28	Italian Marble (The lot of marble would be jointly signed by the Bank & Architects)	:	Classic/ Nitco / Elegance
29	Carpet Tiles	:	Nylon carpet tile-Shaw / Milliken / Bentley prince
30	Cement	:	ACC / Ultratech / Ramco/Ambuja -43 grade
31	Bricks	:	Burnt bricks with minimum strength of 35 kg/cm2
32	Steel	:	Tata/ Saicon / Vizag (Fe- 500 grade)/Jindal
33	UPVC Window	:	Kommerling, Feneista

#### NOTE:

ISI mark should be printed on material wherever applicable

# Any brands indicated under the items specifications in the schedule of quantities will prevail over the above indicated makes.

Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank.

#### SIGNATURE OF THE TENDERER

## PRICE BID

SI. No	Description	Qty	Unit	Rate Excl. GST	Amount
	BANKING AREA				
1	Dismantling existing false ceiling, partitions, counters/ tables after stage wise progress of work, stocking of serviceable material & disposal of unserviceable material from the site as directed by the bank official. Also necessary arrangement should be made for the smooth functioning of Branch during the progress of renovation work that includes rearrangement of existing set up as required by branch from time to time. The work area should be adequately barricaded using tarpaulin sheet to confine the dust to particular location only. Debris from site shall be disposed properly on a daily basis subject to the prevailing local authority rules.	1	LS		
2					
	Supplying and fixing Aluminium framework using 25mm x50 mm x1.5 mm square aluminium sections in the front, sides and bottom of rolling shutter and covering with 3mm ACP of approved colour on the sides that are visible. The bottom panel should be hinged and openable for maintenance of Rolling Shutters. and rates shall be including all accessories hinges, handles, ballcatches, etc., complete.	40.00	Sq. Mts.		
3	Frameless Entrance Door - 12mm thick toughened glass Double Door (200 x 210) and Door to Managers Cabin				
	Providing and fixing 210 cm high 12mm thick toughened glass (SAINT GOBAIN or MODIGUARD) Entrance Door using patch fittings. Rubber beading to be given to the doors.Doors to be provided with 25mm dia x 425mm SS handles(H type), Glass door to door Patch Lock with strike box (without glass cutting) and heavy duty floor spring with double swing control (Dorma 75V or equivalent) supporting 80 kg. Door opening size:-75 cm x 210 cm x 2 Nos. Vinyl Film strips of frosted glass finish to be pasted on the glass as per design along with Logo of Canara Bank.	6.00	Sq. Mts.		
4	Frameless fixed glazing on the side of entrance door - 12mm thick toughened glass and front of Managers Cabin				
	Providing and fixing 210 cm high 12mm thick toughened glass (SAINT GOBAIN or MODIGUARD) fixed with patch fittings to the floor and ceiling. Vinyl Film	7.00	Sq. Mts.		

<b></b>					
	strips of frosted glass finish to be pasted on the glass				
	as per design along with Logo of Canara Bank.				
5	Partly glazed Partition for the side of Manager's				
5	Cabin including Door				
	Providing and fixing Double skin partitions upto bottom				
	of true ceiling with glazing using aluminium frame				
	work of 50mmx50mmx2mm (2 ft'c/c) bothways				
	covered on both sides with 6 mm BWR plywood (IS 303				
	grade) finished with 1mm lamination of approved				
	colour & pattern as per the design given in the				
	drawing. 10mm thick toughened glass to be fixed at a				
	height of 90 cms from FFL upto 210 cms. The glass is		Sq.		
	to be fixed with 1/2" x1 1/2" beechwood reapers	9.50	Mts.		
	polished to finish with PU coating. Doors to be		11123.		
	provided with heavy duty Door closers (EBCO/Godrej				
	/DORMA), Cylindrical lock (EBCO/Godrej /DORMA), SS				
	Tower Bolt, Door stopper,SS Hinges etc. Complete.				
	Vinyl Film strips of frosted glass finish to be pasted as				
	per design on the glass. (Note: Measurements will be				
	taken only upto false ceiling level)				
6	Double skinned & partly glazed low height partition				
	for Cash, Cash counting,				
	Fabricating and fixing partly glazed partitions of				
	double skin type on side and back of the SWCounters				
	of 180 cm height made of 50mmx50mmx2mm (2 ft'c/c)				
	aluminium frames covered on both sides with 6mm				
	BWR plywood (IS 303 grade)pasted with 1mm thk				
	laminate, and 8mm glass panels inserted within. The	8.00	Sq.		
	glass panels shall be in two pieces and have a gap of	0.00	Mts.		
	5cms in the middle and fixed with beachwood				
	reapers. The facing edges & top of partition to be				
	pasted with 1mm thk laminate. The 12mm front glass				
	shall be considered as a separate item. All edges of				
	glass to be polished.				
	The side partitions shall have openings to fix 30cms x				
	40cms x 8cms wooden tray for passing transaction				
	slips. The SWC shall be provided with a half door of 75				
	cms width. This door shall be opened outwards and				
	shall have SS hinges , SS tower bolt, Godrej night latch,				
	SS handles and door stopper etc. All wooden beadings				
	shall be scraped well and sand papered to smooth				
	finish after applying sealer. The wooden members shall				
	then be applied with two coats of satin finish				
	polyurethane polish. Vinyl Film strips of frosted glass				
	finish to be pasted as per design on the fixed glass.				
-	12 mm toughened glass in front of single				
7	window, cash & gold				
	12mm glass in front of cash counters, supervisor table		6		
	<b>&amp; gold</b> , 65cms high above the ledge for swc and 30 cms	2.00	Sq.		
	high above table height for supervisor & gold. The swc		Mts.		

		1	r	 -
	glass shall be of two pieces horizontally and shall be			
	fixed with a horizontal gap in between for carrying			
	voice. This shall be fixed to the side partitions and			
	table tops with D brackets. An opening 30cms x 15 cms			
	for transactions shall be provided in the front of the			
	lower piece of glass. Vinyl Film strips of frosted glass			
	finish to be pasted as per design.			
6	Plywood and glass Dividers between seats.			
	Plywood and glass partition between the seats fixed to			
	the top of the Counter. Solid portion to be fabricated			
	from 19mm plywood and pasted with laminate on both	4 75	Sq.	
	sides. The edges to be finished with Beechwood. 12mm	1.75	Mts.	
	glass with curved corner as per drawing to be fixed to			
	the counter and the vertical solid partition using SS			
<u> </u>	brackets.			
7	Floating glass shelf for trophy in Managers Room			 
_	Providing 12mm thick edge polished glass shelves of			
l	size 100 cms length and 20 cms width fixed to the			
	Backwall in Managers cabin using adjustable Glass	2.00		
	shelf supports of SS finish (EBCO/eqlt.) The spacing	2.00	nos	
	beween the glass supports shall be 40 cms or as per			
	manufacturers specification.			
	Solid partition including Doors for Separating records			
	room from banking hall, dining room entry, strong		Sq.	
8	room passage entry, between dining & records room	27.00	Mts.	
	and inside strong room upto bottom of True ceiling.		14163.	
	Providing and fixing Double skin partitions up to bottom			
	of true ceiling using aluminium frame work of			
	50mmx50mmx2mm (2 ft'c/c) bothways covered on			
	both sides with 6 mm BWR plywood (IS 303 grade)			
	finished with 1mm lamination of approved colour &			
	pattern as per the design given in the drawing.			
	Necessary holes must be made in the frame sections to			
	run the wires, computer cables wherever necessary.			
	Similarly, necessary cuttings to be made in the			
	plywood surface to fix switch boxes of electrical,			
	telephone sockets, computer information outlets etc.			
l	Additional provisions for fixing Flush Doors shall be			
	made where ever necessary. Doors to be provided with			
	Vision Glass 6mm thick of 30cms x 90 cms, heavy duty			
l	Door closers (EBCO/Godrej /DORMA ), cylindrical lock			
	(EBCO/Godrej /DORMA), SS Tower bolts as per			
l	instructions etc. Complete. Vinyl Film strips of frosted			
l	glass finish to be pasted as per design on the glass.			
	(Note: Measurements will be taken only upto false			
•	ceiling level)			
9	Composite Partition including Doors (one side	12.00	Ca meter	
ł	plywood with laminate and one side Cement Board	13.00	Sq.mtr	
ļ	painted)		-	

	Droviding & fiving composite partitions as per design			
	Providing & fixing composite partitions as per design			
	with Rectangular Aluminium sections of 50mm x 50mm			
	x 2mm size provided at not more than 600 mm c/c both			
	ways and covered on one side with 6 mm thick 303			
	Grade (BWR) Plywood and the other side 6 mm thick			
	Cement board using self drilling screws between			
	banking hall and back office area, etc. The partition			
	should withstand its weight. The plywood surface shall			
	be finished with 1mm thick laminate and the Joints			
	between the Cement board shall be fixed with			
	fiberglass joint mesh and finished with putty. The			
	cement board shall be finished with 1 coat of cement			
	primer, 1 coat of smoth putty and 2 coats of Interior			
	Emulsion paint.			
	Provision for flush doors shall be considered wherever			
	required. Additional stiffners using 18 mm thick 303			
	Grade (BWR) plywood shall be made for fixing flush			
	shutters. Doors to be provided with Vision Glass 6mm			
	thick of 30cms x 90 cms, heavy duty Door closers			
	(EBCO/Godrej /DORMA ), cylindrical lock (			
	EBCO/Godrej /DORMA), SS Tower bolts as per			
	instructions etc. Complete. Vinyl Film strips of frosted			
	glass finish to be pasted as per design on the glass.			
	(The partition shall be erected up of "above the False			
	Ceiling Level and the corner / and third vertical			
	supports shall be anchored firmly to the RCC roof for			
	support. However, only the exposed area below the			
	False Ceiling shall be considered for payment.).			
	Wicket gate 105 cms wide (75cms wide + 30 cms			
10	wide) and 75 cms height.			
	Wicket gate made out 18mm BWR plywood covered on			
	both sides with laminate with edges finished with 6mm			
	thick beechwood lipping. This shall be hinged to the	0.00	Sq.	
	counters on both sides (additional plywood panels	0.90	Mts.	
	Should be given in the counters for fixing hinges if			
	necessary) Tower bolts to be provided for keeping the			
	wicket gate closed DOORS			
11				
	Semi glazed Aluminium doors Shutter to have 50 mm			
	x 44.5 mm powder coated medium guage Aluminium			
	sections (Indal/Jindal) for horizontals (at top and at			
	+100 level) and verticals with 100 mm x44.5 mm frame			
	at the bottom. the door shall be panelled with both			
a)	sides laminated MDF panel in the lower half and 6 mm			
	float glass for the upper half etc er the design of the			
	drawing. Door closer (Everite/ Godrej), Dead lock and			
	powder coated Aluminium handle fixed to the frame ,			
	tower bolts ,SS hinges etc. as per instructions to be			
	provided.			
·				1

:	For ontry to ups 80 cm x210 cms	1	Noc	
i b)	For entry to ups 80 cm x210 cms Flush Door with 30cm x 90cm vision glass	1	Nos	
D)	Providing and fixing 30mm thick Flush Door using frame			
	work made of 18 mm thick 303 Grade (BWR) Plywood,			
	sandwitched with 6 mm thick 303 Grade (BWR)			
	Plywood and both sides finished with 1 mm thick			
	Laminate of aproved colour and make. Vision Glass to			
	be provided of 6mm thick of 30cms x 90 cms, heavy			
	duty Door closers (EBCO/Godrej /DORMA ), cylindrical			
	lock (EBCO/Godrej /DORMA), SS Tower bolts as per			
	instructions etc. Complete. Vinyl Film strips of frosted			
	glass finish to be pasted as per design on the glass.			
	(Note: Measurements will be taken only upto false			
	ceiling level)			
i	entry to records 80 cm x210 cms	1	Nos	
ii	entry to Dining 90 cm x210 cms	1	Nos	
12	Column Cladding			
	Cladding the columns upto false ceiling height by fixing			
	25mm x 12mm tw screeds at 60cm spacing and		Sq.	
	covering with 8 mm BWR (IS 303 grade) plywood pasted	8	Mts.	
	with 1mm laminate as per drawing.			
	BANKING COUNTERS & FURNITURE All Tables to be			
	of 75cms height and to be made out of 18mm thick			
	plywood (BWR IS 303) of approved make, covered with			
	1mm thick laminate of approved colour and design on			
	the top and all visible sides. The front portion to have			
	a 18mm thk plywood fixed as in the design provided			
	and stuck with 1mm suede finish laminate of approved			
4.2	colour. All exposed edges of the plywood and the			
13	bottom of table shall have 12mm thick Beechwood			
	beading. The Inner sides to be painted to a smooth			
	finish with good quality enamel paint (ICI/Dulux or			
	eqlt.) over a coat of wood primer and 2 coats of putty			
	sand papered to smooth finish.The wood portions shall			
	be smoothly sand papered and polished with satin			
	finish polyurethane finish (Asian/Sleek), over two			
	coats of sealer.			
	All tables shall have a storage unit of 45cms width on			
	one side (right / left side as appropriate)consisting of			
	three nos lockable drawers . A 2" dia SS pipe to be			
	provided as footrest. Drawers to be made out of 12mm			
	thick plywood, fixed on telescopic roller slides (EBCO			
	/ or approved make) and painted inside with 2 coats of			
	enamel paint over 1 coat of smooth putty finish. A			
	keyboard tray of size 70cms x 40 cms made of 18mm			
	thick plywood covered with 1mm thick laminate			
	moving on Telescopic sliders to be provided below			
	table top at the centre. All tables shall have a wire manager fixed on the glass top to draw cables.For			
	manager fixed on the glass top to unaw cables.For			

	drawer : Recessed Handle(Shutter Handle -Aluminium			
	3012 Square) (Ebco/eqlt).			
a)	Chief Manager's table of size 180 cms x 90 cms x75 cms.			
	<b>Chief Manager's table of size 180 x 90 cms</b> made out of 19mm plywood with drawer unit on left side with 10mm clear sheet glass (St. Gobain / Modifloat ) with edge polished to be provided on top of the Table.	1	Nos	
b)	<b>Single window cash table</b> of size 150cms x 90 cms x 75cms .(l x b x h) supported on 19mm BWR IS 303 grade plywood on both ends and 12mm plywood for the front. SWC's shall have a keyboard tray and a CPU stand on the left side.The top shall also be of 19mm plywood pasted with 1mm thick laminate of blue colour.An 8mm thick plain glass with edge polished to be provided over the laminated worktop. A transaction ledge also made of 18mm plywood laminated with 1mm thk laminate shall be provided above the counter with top of ledge at 107.5cms height from floor level on the customer side. The drawer units shall have separators made of 6mm plywood painted with enamel after applying a smooth coat of putty to store different denominations of currency.	1	Nos	
c)	Table for cash counting with ledge at 107.5cm height (Size: 120cms x 75cms x75 cms)			
	Table with 75 cm wide top for cash counting (size 120 cm x60 cmx 75 cm ) with an additional ledge made of 19mm plywood laminated with 1mm thk laminate shall be provided above the counter with top of ledge at 107.5cms height from floor level.	1	Nos	
d)	Officer's table of size 150 cms x 75 cms x75 cms			
	Table of size 150 x 90 cms made out of 19mm BWR plywood with drawer unit on left/right side to be provided. The table shall be provided with an 8mm clear glass top (St.Gobain/ Modifloat) with edge polished, placed above the laminated table top.	2	Nos	
e)	Table for Gold appraisor made similar to above of size 135cms x 75cms x 75cms with drawer unit on left/right side to be provided. The table shall be provided with an 8mm clear glass top (St.Gobain/Modifloat) with edge polished, placed above the laminated table top.	1	Nos	
f)	Running counters of 75 cms width.			
	Providing & fixing low counter with 19 mm thk BWR grade plywood finished with 1mm laminate on all visible areas & Inside area given enamel paint after applying primer, putty finshed to smooth finish etc complete. Each set has three pullout drawers of 40 cm width provided with Adequate locks & handles	4.5	Rmts	

			1	1		
	,Keyboard trays, and SS footrest . The running counter					
	shall have a 8mm glass top ,with a wire manager fixed					
	on the glass top to draw cables. The glass top shall					
	have all edges neatly polished.					
g)	Dressing Table in strong room	1	nos			
	Mirror of size 60cm x 90cm (bxh) with box type ledge					
	of size 60cm x 25cm x 20cm (lxbxh) made out of 18mm					
	BWR plywood to be fixed with full thread screw to the					
	wall with a 8mm BWR plywood backing. All exposed					
	sides to be laminated and edges fixed beachwood					
	lipping.(refer detail in drawing)					
14	Side Table					
	Side table (105 x45) for Senior Manager of 60cms					
->	height consisting of lockable sliding shutters sliding on	1	Nec			
a)	good quality rails. Recessed handle (Shutter Handle -	I	Nos			
	Aluminium 3012 )(Ebco/eqlt) (Refer detail in drawing)					
	Side table (120x45) for cash of 60 cms height					
	consisting of one lockable shutter on the left side and					
c)	a drawer and shelf on the right side. Recessed handle	1	Nos			
-,	(Shutter Handle -Aluminium 3012 )(Ebco/eqlt)(Refer	-				
	detail in drawing)					
	Office Storage System of 40 cms depth and 100 cms					
15	height					
	Fabricating & fixing office storage system with 19mm					
	plywood for sides and shutters & 6mm plywood					
	backing, with edges fixed with 6mm beachwood					
	lipping. The unit shall be provided with one or more					
	intermediate shelf inside as per drawing. All exposed					
	surfaces of plywood shall be laminated with 1 mm					
	thick laminate of approved colour and all exposed					
	edges to be fixed with beachwood beading.All	6.5	Sq.mts			
	necessary fixtures like, Cupboard locks, Recessed					
	handle (Shutter Handle -Aluminium 3512 )(Ebco/eqlt),					
	brass hinges, and magnetic shutter catches etc to be					
	provided. The internal surfaces shall be painted with					
	two coats of enamel paint over a coat of primer. (					
	Measurement will be of area of the Front facia)					
	Writing Table & Slip Holder (Writing Top height at					
16	105 cms.) 120 cms x 30 cms					
	Providing and fixing wall mounted writing table cum				1	
	slip storing ledge at the customer area at a suitable					
	location. The writing table shall be wall mounted and					
	have two boxes ( cheque drop/suggestion) extending					
	below on two ends. (refer drawing)The unit shall be	4				
	equipped with slip keeping slots made of 12mm	1	Nos.			
	plywood and writing surface at the top made up of					
	12mm glass .The side supports of the unit shall be					
	made of 19mm thick plywood and backside with 8mm					
	plywood and laminated with 1mm thick matt finished					
	pynood and tannaced men min thet mate mislied					

17	<ul> <li>laminate. The unit shall be fixed to the wall at a height of 105 cm with wooden plugs, screws etc. Cheque drop box/ suggestion box provided below the writing ledge shall be provided with slots for dropping cheques and complaints and the shutters shall have 6mm vision glass panels and shutters to be fitted with SS handles, SS hinges, locks, etc complete.</li> <li>Vertical Blinds</li> <li>100mm Vertical blinds for windows in managers cabin and banking hall,using imported single stemrunner, operating chain , link chain and U S A pat P78712 control unit. The headrail must be powder coated slimline aluminium channels, a 3-way shaft using which the vanes rotate 180deg , and move . The fabric must be water &amp; oil repellent (scotch guard) and the bottom weight shall be galvanised.</li> </ul>	16	Sq. Mts.	
18	Notice board			
	Providing and fixing to the wall, notice board of size 90 cm x 120 cm, with 18 mm BWR grade plywood as base with 1 mm Blue colour laminate pasted on to it on both faces and edges to be edge banded with matching colour. The board shall have sandwich panels of different sizes as shown in the drawing. The panels shall be made of 2 nos 6mm thick acrylic boards fixed to the board using 12mm Glass studs, and notice board sticker also to be included, labour charges etc complete.	1	Nos	
19	Acrylic logo on front end tables & counters			
	Providing and fixing 10mm acrylic sheet with all the edges polished fixed to the front facia of tables and counters using 1" SS studs, with the vinyl of bank logo as per the drawing. (Size - 60 x 30 cm)	7	Nos	
20 .a)	FALSE CEILING: Suspended stepped ceiling using Gypboard (refer drawing for false ceiling).			
	Providing and fixing stepped suspended false ceiling with Gypboard of 12.5mm thick to the suspended grid formed of perimeter channel of size 20 x 27 x30 mm (MF6A) and intermediate channel of size 45 x 15 x 0.9 mm (MF7)The G.I. Ceiling section of size 80 x26x0.5 mm (MF .5) shall be provided across the intermediate channel at intervals not more than 475 mm c/c at bottom and the same shall be fixed by GI connections clips of 2.64mm dia at integration points.The Ceiling channels shall be provided with a minimum overlap of 150mm at ends and fixed to the perimeter channels. Only horizontal measurements will be taken for bill calculation. Step/vertical area cost to be included.	33	Sq. Mts.	

	The suspended strap hangers to be connected with G.I			
	soffit cleat of size 37 x27x25x1.5 mm thick and to be			
	fixed on to the roof slabs/beams by using metal			
	expansion fasteners of 12.5 mm dia to a length of 35			
	mm.The suspender supporters shall be provided at			
	intervals not more than 1200 mm c/c Additional			
	perimeter channels have to be provided around the cut			
	for light fitting A/C diffusers etc. Additional support			
	for cut outs to be provided at no extra cost. The			
	Gypboard sha;; be fised top the inder side of the			
	suspended grid by using 25mm long dry wall screws.			
	The joints shall be finished with joint paper tape and			
	jointing compound of India Gypboard Ltd. and			
	providing necesary plaster of paris putty.			
	After preparing the surface, Gypboard surface has to			
	be painted with two coats of emulsion of approved			
	make and shade over a coat of primer. Rate shall			
	include making necessary cuttings for light fittings AC			
	diffusers and other fixtures. No deductions shall be			
	made for the opening and no extra payment made for			
	forming any opening up to 0.5 sqm(per opening)			
	The work shall be carried out as per the manufactures			
	specififcations using cold rolled Gypsteel and Sypsum			
	boards manufactured by Gypsum India Ltd.			
	FINISHED PLAN AREA , EXCLUDING THE VERTICAL			
	DROPS WILL BE MEASURED FOR PAYMENT.			
b)	Mineral Fibre Grid Ceiling			
	Providing & Fixing of Mineral Fibre Acoustical			
	Suspended Ceiling System with Bevelled Tegular Edge			
	Tiles(600 x 600mm) of 16mm thick and 15mm face			
	exposed grid. (Classic Lite RH99 Armstrong or eqlt)			
	The tile shall be laid on profile grid system with 15mm			
	white flanges incorporating a 6mm central reveal in			
	white/black colour with mitred ends & "bird's mouth"			
	notches to provide mitred cruciform junctions colour			
	global white (Matching to tile color).Grid shall have			
	double stroke rotary stitching on all T sections i.e. the			
	Main Runner, 1200 mm & 600 mm Cross Tees with a			
	web height of 38mm (all sections). The deflection			
	loading of the system shall be 7.9 kg/m2 (as per			
			Sq.	
		10	24.	
	standard installation layout mentioned below) and	40	Mts.	
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit	40		
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit less than L/360) with a deflection loading of 9.5 kg/m.	40		
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit less than L/360) with a deflection loading of 9.5 kg/m. The end details of the cross tee shall be made of pre	40		
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit less than L/360) with a deflection loading of 9.5 kg/m. The end details of the cross tee shall be made of pre hardened steel clip fixed to the ends of the cross tee	40		
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit less than L/360) with a deflection loading of 9.5 kg/m. The end details of the cross tee shall be made of pre hardened steel clip fixed to the ends of the cross tee to provide double locking between "cross tee to cross	40		
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit less than L/360) with a deflection loading of 9.5 kg/m. The end details of the cross tee shall be made of pre hardened steel clip fixed to the ends of the cross tee to provide double locking between "cross tee to cross tee" and "cross tee to main beam". All main beam to	40		
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit less than L/360) with a deflection loading of 9.5 kg/m. The end details of the cross tee shall be made of pre hardened steel clip fixed to the ends of the cross tee to provide double locking between "cross tee to cross tee" and "cross tee to main beam". All main beam to main beam and cross tee to cross tee connection shall	40		
	standard installation layout mentioned below) and main beam tested as per ASTM C635 (Deflection limit less than L/360) with a deflection loading of 9.5 kg/m. The end details of the cross tee shall be made of pre hardened steel clip fixed to the ends of the cross tee to provide double locking between "cross tee to cross tee" and "cross tee to main beam". All main beam to	40		

	pre-painted steel with baked polyester paint of OT bending capability.				
	TOTAL - A				
	АТМ				
1	ACP covering for Rolling shutter & panelling DB wall				
	Supplying and fixing Aluminium framework using 25mm x50 mm x1.5 mm square aluminium sections in the front, sides and bottom of rolling shutter and covering with 3mm ACP of approved colour on the sides that are visible. The bottom panel should be hinged and openable for maintenance of Rolling Shutters and also doors to be provided on the panelling for controlling DB. The rates shall be including all accessories SS hinges, SS handles, ballcatches, etc., complete.	26	Sq. Mts.		
2	Frameless Entrance Door - 12mm thick toughened glass				
	Providing and fixing 210 cm high 12mm thick toughened glass (SAINT GOBAIN or MODIGUARD) Entrance Door using patch fittings .Rubber beading to be given to the doors. Doors to be provided with 25mm x 425mm SS handles(H type), Glass door to door Patch Lock with strike box (without glass cutting) and heavy duty floor spring with double swing control (Dorma 75V or equivalent) supporting 80 kg. Door opening size:-75 cm x 210 cm x 2 Nos. Vinyl Film strips of frosted glass finish to be pasted on the glass as per design along with Logo of Canara Bank.	3	Sq. Mts.		
3	Frameless fixed glazing on the side of entrance door - 12mm thick toughened glass and front of Managers Cabin				
	Providing and fixing 210 cm high 12mm thick toughened glass (SAINT GOBAIN or MODIGUARD) fixed with patch fittings.	2.5	Sq. Mts.		
4	Double skin partitions above entrance partition/door				
_	Providing and fixing Double skin partitions above 210cm level upto bottom of true ceiling using aluminium frame work of size :- $50mm \times 50mm \times 2mm$ (2 ft'c/c) bothways covered on both sides with 6 mm BWR 303 grade plywood finished with 1mm lamination of approved colour & pattern as per the design given in the drawing.	2.5	Sq. Mts.		
5	Single level Gypboard false ceiling at + 240 lvl				

	Providing and fixing Single level suspended false			
	ceiling with Gypboard of 12.5mm thick to the suspended grid formed of perimeter channel of size 20 x 27 x30 mm (MF6A) and intermediate channel of size $45 \times 15 \times 0.9$ mm (MF7)	12	Sq. Mts.	
	The G.I. Ceiling section of size 80 x26x0.5 mm (MF .5) shall be provided across the intermediate channel at intervals not more than 475 mm c/c at bottom and the same shall be fixed by GI connections clips of 2.64mm dia at integration points.			
	The Ceiling channels shall be provided with a minimum overlap of 150mm at ends and fixed to the perimeter channels. The suspended strap hangers to be connected with G.I soffit cleat of size 37 x27x25x1.5 mm thick and to be fixed on to the roof slabs/beams by using metal expansion fasteners of 12.5 mm dia to a length of 35 mm.			
	The suspender supporters shall be provided at intervals not more than 1200 mm c/c Additional perimeter channels have to be provided around the cut for light fitting A/C diffusers etc. Additional support for cut outs to be provided at no extra cost. The Gypboard shall be fixed top the inner side of the suspended grid by using 25mm long dry wall screws. The joints shall be finished with joint paper tape and jointing compound of India Gypboard Ltd. and providing necesary plaster of paris putty.			
	After preparing the surface, Gypboard surface has to be painted with two coats of emulsion of approved make and shade over a coat of primer. Rate shall include making necessary cuttings for light fittings AC diffusers and other fixtures. No deductions shall be made for the opening and no extra payment made for forming any opening up to 0.5 sqm(per opening)			
	The work shall be carried out as per the manufactures specififcations using cold rolled Gypsteel and Sypsum boards manufactured by Gypsum India Ltd.			
6	Visual Merchandising Unit			
	Providing and fixing Visual Merchandising Unit of height 120cm at a suitable location. The Visual Merchandising Unit shall have 60 cm width ,30 cm depth and 120cm height. The pamphlet holder base and side shall be made of 12mm thick BWR plywood and laminated with 1mm thick matt finished laminate inside. The writing surface shall be made out of 12mm glass supported by 12mm glass separators. The bottom portion of the writing ledge shall be a suggestion box	1	Nos	

fabricated with 18mm BWR 303 plywood structure covered with ACP. The shutter of the box shall be made of 6mm flexiply in 2 layers covered with ACP on the visible front side. The box shall be provided with slots for dropping complaints . The side of the box should be openable to access inside with handle and lock arrangement . A notice board with cloth over softboard and a curved pelmet of 4 cms thickness above it shall be provided. The pelmet shall have provision for fixing of round light fixed under it. ACP to be provided for pelmet and all exterior surface of visual merchandising unit.			
TOTAL - B			
GRAND TOTAL (BANKING AREA+ ATM) EXCL GST			

Total cost for the works in words = Rupees.\_\_\_\_\_Excluding GST

Note: Rate quoted should be excluding GST

All pages of the tender document should be submitted with sign and seal.