

RAJKOT NAGRIK SAHAKARI BANK LTD.

Installation of FIRE HYDRANT, SPRINKLER AND
ALARM SYSTEM, JETPUR BRANCH
Of
Rajkot Nagarik Sahakari Bank Ltd.

: NAME OF WORK :

**Installation of FIRE HYDRANT, SPRINKLER AND ALARM SYSTEM,
JETPUR BRANCH**

TENDER No.: RNSB/2026-27/002

SECTION I

INVITATION TO BID &

INSTRUCTIONS TO BIDDERS CONDITIONS OF CONTRACT

Installation of FIRE HYDRANT, SPRINKLER AND ALARM SYSTEM,
JETPUR BRANCH

1. T E N D E R

To, Rajkot Nagrik Sahakari Bank Ltd., Rajkot.

Dear Sir,

We hereby offer to execute the proposed work of under contract at the respective rates as mentioned in the accompanying schedule of quantities.

We have studied the site and have read the terms and conditions of work, drawings, special conditions, articles of agreement, conditions of contracts and specifications.

We agree to finish the entire work within 60 days from the date of order for commencement of work.

We have deposited as earnest money a sum of with you, which amount is not to bear any interest and we do hereby agree that this sum shall be forfeited by you if we fail to execute the contract when called upon to do so, in the event of your accepting our tender.

Yours faithfully,

Name in capital letters: Name of firm:.....

Name of directors: Name of partners:

Articles of Agreement

Made thedayof 200..... between
.....
.....

(Here in after called "the owner") on one part and
.....

Whose registered office is situated at
.....
.....
.....

(here in after called "the Contractor") on the second part.

Where as the owner is desirous of constructing **INSTALLATION OF FIRE HYDRANT, SPRINKLER AND ALARM SYSTEM, JETPUR BRANCH** whereas the Contractor has supplied the owner with a full priced copy of said Bills of Quantities (which copy is here in after referred to as "the Contract Bills") and the Contract Bills have been signed by or on behalf of the parties here to: and whereas the Contractor has deposited the sum of Rupees.

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with the Consultant/ Owner for the due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. For the Consideration here in after mentioned the Contract will upon and subject to the conditions annexed carry out and complete the work shown upon the contract drawings and described by or referred to in the contract Bills and in the said conditions.
- 2. The Owner will pay the Contractor the sum of Rupees
.....
.....
(Here in after referred to as "the Contract Sum") or such other sum as shall become payable here under at the times as in the manner specified in the said conditions.
- 3. The said condition and appendix there to shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their parts respectively in such conditions contained.

As witness the hands of the said Parties.

Signed by the said _____ Owner
In the presence of _____

Witness:
Name:.....

Address:

Signed by the said:

Contractor.

Witness:.....

Name:.....

Address:

RAJKOT NAGRIK SAHAKARI BANK LTD., RAJKOT

NOTICE INVITING TENDER

RAJKOT NAGRIK SAHAKARI BANK LTD. RAJKOT Invites TENDER for the work of **INSTALLATION OF FIRE HYDRANT, SPRINKLER AND ALARM SYSTEM, JETPUR BRANCH** , from competent contractors who has their valid registered firm with proven track record in execution of excellent quality building construction works.

(A) Details of Tender Items					
Sr. No.	Name of Work	Estimated Tender Value In Rs.	EMD In Rs.	Tender Fee In Rs.	Period of Completion of Work
1	INSTALLATION OF FIRE HYDRANT, SPRINKLER AND ALARM SYSTEM, JETPUR BRANCH	Unit rate tender	Rs.15000	Rs. 900.00	60 Days

RAJKOT NAGRIK SAHAKARI BANK LTD. Rajkot. Reserves the right, without assigning any reasons whatsoever to :

- A. Amend the scope and value of any work to be tendered, in which event only those bidders who meet the requirements as amended shall be eligible.
- B. Reject or accept any tender at its discretion.
- C. Cancel the entire tendering process and reject all bids.
- D. Request for extension of any date for any submissions shall not be entertained beyond the stipulated date and time.
- E. RAJKOT NAGRIK SAHAKARI BANK LTD., Rajkot shall not be liable for any such action nor be under any obligation to inform any of the applicants of the grounds for its action and decisions.

RAJKOT NAGRIK SAHAKARI BANK LTD. Invites tenders INSTALLATION OF FIRE HYDRANT, SPRINKLER AND ALARM SYSTEM, JETPUR BRANCH

Scope of Work:

	SCOPE OF WORK
	SCOPE OF FIRE AGENCY
1	The Agency shall ensure Fire system installation as per fire safety standards, given BOQ details and other technical details provided by the client.
2	The Agency shall need Fire Pre-Noc (FSPA- Fire Safety Plan Approval) before commencing the work.
3	If any changes are required in fire system work on the basis of Pre-Noc (FSPA), Agency will have to take prior permission from the Bank
4	All the fire hydrant system shall be installed as per the fire safety rules and regulations.
5	Presence of Bank Representative (Bank authorized person) is must for system pressurized checking.
6	Agency believes colouring and finishing of fire safety system is necessary for aesthetic view.
6	After Fire System Installation quantity measurement Sheet shall be provided to Bank. Bank must verify the sheet.
7	Final Fire NOC (No Objection Certificate) shall be provide By Fire Safety Agency after proper liaisoning with government departments.
	SCOPE OF BANK
1	Bank shall provide all the required raw data of drawing and project detail to fire agency.
2	Bank shall provide storage and space for material, fittings etc. to fire agency.
3	Bank shall provide water and electricity for fire safety work.
4	Bank shall do all types of civil works Like core cutting, pump foundation (Auto), digging Work if required. Cost and resources shall be managed by Bank
5	Bank shall provide pump power Supply from the main panel to pump.
6	Bank shall provide all the legal documents required for the fire safety Noc Process and Infrastructure.
7	Bank shall provide FSPA - Fire Safety Plan Approval Challan Fees And FSCA (Final NOC) Online Challan Fees paid by Bank.
	PAYMENT: Terms and Conditions
1	Bank will make payment as per running bill produce by Contractor till (65%) and rest of amount will be ,released after Final Noc Process.

Execution of Work:

Execution of work must be as per working drawings issued by the bank. CHIEF MANAGER (ESTATE) reserves the right to terminate the contract or work order if quality of work is compromised. CHIEF MANAGER (ESTATE) has right to appoint another contractor if current contractor fails to complete work in stipulated time. The bank reserves the right to modify design if required. Contractor must get it approved all the material and product samples from the bank/CHIEF MANAGER (ESTATE) before using it

on site. Contractor must take prior approval of any extra item that is not mentioned in the tender from the bank/CHIEF MANAGER (ESTATE). Rates of such items will be finalized and approved by the CHIEF MANAGER (ESTATE). Labourers insurance is must and it is contractor liability. Insurance premium will be paid by the contractor.

Minimum Pre-Qualification Criteria: as approved by RNSB

- Single similar project worth Rs 15 lakhs in last three years. Or two similar projects of Rs. 7.5 lakhs in last three years.
- Work-order, completion certificate and fire NOC for project is must be submitted for above said project in 3 (A) form
- Performance certificate if submitted would be an advantage.
- Work Compensation certificate to be attached.

Selection of Contractor:

Selection of contractor will be based on his work experience, profile and ability to execute this work in given time frame with extra-ordinary finishes. Selection or rejection of agency will be solely at the discretion of the bank. The bank will not be liable for any sort of justification or explanation about selection of agency.

Project Duration:

The work has to be completed within 60 days from the award of work. CHIEF MANAGER (ESTATE) may impose penalty of Rs.3000/day incase if the work not completed in stipulated time.

Submission of Tender

- The tenderer must submit his qualification and work profile.
- The contractor cannot outsource any kind of work without the approval of CHIEF MANAGER (ESTATE). In case of rejection of contractor's agency, the CHIEF MANAGER (ESTATE) will suggest two or three agency and the contractor has to allot the work to the agency suggested.
- The CHIEF MANAGER (ESTATE) reserves the right to justify and pay the rates of extra items occurred as covered under contingency in tender.
- The CHIEF MANAGER (ESTATE) reserves the right to justify and pay for extra quantity of items under tender.
 - Incase of ambiguity between contract documents, terms in this document is valid and final.
 - The tenderer's profile must include list of machinery, equipment & heavy tools owned by them.
 - The tenderer must submit uploaded excel file (soft copy) duly filled with hard copies of PDF documents.
- Tender have to be submitted along with Demand Draft of Rs. 900/- is (Non refundable tender fees) payable at Rajkot in favour of Rajkot Nagarik Sahakari Bank Ltd.
- Earnest Money Deposit (refundable) of Rs to be paid by Demand Draft FDR payable at Rajkot in favour of Rajkot Nagarik Sahakari Bank Ltd.
- Earnest Money Deposit will be returned to unsuccessful contractors upon selection and award of work while the selected contractor's EMD will be adjusted against Security Deposit as Mentioned in Tender Document Volume I. The CHIEF MANAGER (ESTATE) may ask

selected contractor submit Performance Guarantee as mentioned in Tender Document Volume I.

- Performance Guarantee :-The Contractor will have to submit the bank guarantee of Nationalized or Scheduled bank of 10% Amount of Contract value. For the period of 1 year this will be for performance guarantee of the bank. If contractor fails to complete the work this amount will be forfeited by bank.

RAJKOT NAGRIK SAHAKARI BANK LTD.

General Terms and Conditions: -

1.0	Submission of Tender Fees, Bid security and other Documents:
1.1	Tender fees shall be submitted by Demand Draft in favor of The RAJKOT NAGRIK SAHAKARI BANK LTD., payable at Rajkot. Demand Draft issued after the last date of submission of bid will not be considered or accepted.
1.2	Bid Security i.e. EMD shall be submitted in the form of Demand Draft in favor of The RAJKOT NAGRIK SAHAKARI BANK LTD., payable at Rajkot. Demand Draft issued after the last date of Submission of bids will not be considered or accepted.
1.3	Other documents require to be submitted:
	<ul style="list-style-type: none"> a. The bidder should have satisfactory completed minimum 1 work amounting work more than Rs.15 lacs in last three years form 3-a shall be attached. b. Details of Work on Hand shall be given in prescribe table in hardcopy. c. List of Machinery: LIST ATTACHED BY BIDDER IN HARDCOPY d. List of Work Already completed by tenderer shall be given in prescribe table in hard copy. e. Detail of PAN NO. & GST No. f. An average annual turnover of last three years should not less than Rs-15 lack, CA Certificate to be attached.
5.4	Bidders shall have to submit DD for Tender Fee, DD for EMD and other documents as mentioned above in physical form so as to reach RAJKOT NAGRIK SAHAKARI BANK LTD. on date shown above during office hours at R.N.S.B. Head quarter, 150 feet ring road, Rajkot. Tender Fee, EMD and other documents Received later than the time specified will not be accepted in any case and the bid of that bidder shall be considered non-responsive

5.5	Bidders has to submit the documents as said in 5.4 above and no other condition in any form shall be considered at all, at the time of evaluation of the tender i.e. The tender shall have to submit unconditional offer without differing from any of the tender condition.
6.0	Opening of Tender
6.1	Opening of bid documents will held on Date & Time shown above in the office of R.N.S.B. Head quarter, 150 feet ring road, Rajkot.

DECLARATION FORM

- i. I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situations regarding materials labour and other factors pertaining to the work before submitting this tender.
- ii. I/We hereby declare that I/We have carefully studied the conditions of contract; specifications and other documents of this work and agree to execute the same accordingly.
- iii. I/We hereby declare that my/our near relative are not working in RAJKOT NAGRIK SAHAKARI BANK LTD. in any post.

RAJKOT NAGRIK SAHAKARI BANK LTD.

ITEM RATE TENDER AND CONTRACT FOR WORKS

1. ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING

1. Competency of Tenderer – No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Contractor may be required to furnish the department with the statement as to their experience and their financial status.

2. Tenderer will be deemed to have inspected the site and to have satisfied as to the nature of all works, all existing roads, water-way and other means of communication and access to and from the site and work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own enquiries as to work, yard sites and depot, and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for construction, completing and maintaining the works.

3. **Payment:** - The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding plant, supervision, service works, power, royalties etc., and to include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/rates quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of bank or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

2. CONTRACTORS TO PLEASE READ THIS CAREFULLY:

1. The Contractor must be quote the rate for each item of Schedule 'B' must be given in words and figures. Amount thus worked out must also be entered in column and grand total of amount must be struck out by the tenderer.

2. If the tender is taken in favor of the company, a power of attorney in favor of the person who may have signed the tender for the company must accompany the tender.

3. If the contractor does not turn up to pay the security deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and according to clause-1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to black list the contractor will be initiated without delay.

4. The Contractor shall have to furnish PAN (income tax clearance certificate) and intimate I.T .ward under which he is assessed.

5. Copies of certificate as regards previous experience, if any, must accompany the tender.

6. Declaration showing all works on hand with the Contractor and the value of works that remains to be executed in each case must accompany the tender.

7. Discrepancies and adjustment of Errors:

a) In the event of an error occurring in the 'amount' column of the Schedule 'B' showing items of work, as a result of wrong multiplication of the unit rate and quantity; the unit rate shall be regarded, as firm and multiplication shall be amended on the basis of the rate.

b) All errors in totaling in 'amount' column in carrying forward totals shall be corrected.

The tendered sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.

i) It may please be noted that the tender will be considered as invalid, especially, If the Requirements as per instruction No.1 to 7 above are not complied with before submitting the tender. Also please read carefully the face sheet and General Rules and Directions for the guidance of contractors of this form.

ii) Right is reserved to reject any or all tender(s) without assigning any reason(s) therefore.
In addition to the above, the tender will also be liable to be rejected outright if-

i) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode or Schedule 'B' or specifications.

ii) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not sign or signature is /are not attested by a witness on page, 15 of the tender in the space provided for the purpose.

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of the CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD. and signed by the Chief Manager (Estate), RAJKOT NAGRIK SAHAKARI BANK LTD.

This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer.

It will also state whether a refund of quarry fees, royalties dues and ground rents will be granted. Copies of the specifications, designs and drawing and estimated rates, and any other documents, required in connection with work which shall be signed by the CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD. for the purpose of identification shall also be open for inspection by Contractor at the office of the CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD. during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the BANK, such specifications with designs and drawing shall form part of the accepted tender.

2. In the event of tender being submitted by a firm. It must be signed separated by each partner thereof or in event of the absence of any partner it shall be signed on his behalf by person holding a power of attorney authorizing him to do so. Details of partner will be furnished in Annexure-I along with the copy of partnership deed.
3. Receipts for payment made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities stating at what rate he is willing to undertake each item of the work. Tender which proposes any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other condition of any sort, will be liable to rejection.
5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on BANK unless it is signed by the CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD.

7. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local custom.
8. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in this contract.
9. The measurements of work will be taken according to the usual method in use in the Public Works Department and no proposals to adopt alternative methods will be accepted. The Controlling Officer's (i.e. Chief Manager (Estate), estate) decision as to what is the usual method in use in the Public Works Department will be final.
- 10 The Insurance Company's bond will not be accepted against the security deposit.
- 11 The contractor shall have to attach to his tender Income - Tax Clearance Certificate to be obtained from the Income - Tax Officer.

The tender is here by accepted by me on behalf of the BANK Dated the Day of202CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD. (or his authorized assistant Division.

+ Strike out (a) if no cash Earnest Money is to be taken

* Amount to be specified in words and figures

x Signature of Contractor before submission of tender

Note: The normal rate of Security Deposit is 10 percent Of Estimated Cost. for Security Deposit 100% is Payable at the time of acceptance of tender.

TERMS & CONDITIONS OF CONTRACT

CLAUSE 1: Security Deposit:

The person / persons whose tender is accepted (hereinafter called the "Contractor" which expression shall, unless excluded by, or repugnant to the context include his Legal heirs, executors, administrators and assigns) shall

(a) Deposit with the CHIEF MANAGER, RAJKOT NAGRIK SAHAKARI BANK LTD. a sum sufficient to make up the full security deposit specified in the tender in cash or FDR duly transferred in the name of the CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD. or fixed deposit receipts or Term Deposits of Within a period of ten days from the date of receipt of notification of acceptance of his tender. If the security deposit is not paid within the above-specified time, no work order will be issued till the competent authority finally decides the issue about delay. (b). The Contractor shall have to give the performance bond of any schedule BANK equivalent to ten percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable on account of provision in free maintenance guarantee period by the contractor to BANK under the terms of this contract shall be deducted from or recouped by the realization of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by BANK to the Contractor on any account whatsoever and whether in respect of this contract, any other contract, or otherwise in the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or in BANK securities transferred as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. The security deposit, when paid as above shall at the cost of the depositor, be converted into interest bearing BANK securities in the name of CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD. provided that the depositor has expressly desired this in writing. If the full amount of the security deposit to be paid as above within the period specified above, is not paid the tender/contract already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of the amounts. As per tender condition. Rs. 1,50,000/- in form of FDR at the time of acceptance of tender estimated cost of work is 15 lacs. and beyond estimated cost work is done extra 10% security deposit is to be paid before bill payment.

CLAUSE 2: Liquidated damages for delay: -

(i) If the Contractor fails to complete the work under contract by the stipulated date, he shall pay Rs. 3,000=00 per day from date of delaying the said work up to recoup the delay or the date of completion and handling over to the bank. The contractor shall have to maintain the progress of work as per the schedule-C.

CLAUSE 3: Default by Contractor:

If the Contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Engineer – in –charge shall give the Contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from the site. The BANK shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mentioned in the said not.

Termination of the contract in whole shall be an adequate authority for the Engineer-in- charge to demand discharge of the obligations from the guarantors of the security for the performance.

CLAUSE 4:

If the progress of any particular portion of the work under Contract is unsatisfactory, the Engineer-in-charge shall, notwithstanding that the general progress of the work is satisfactory, in accordance with Clause 2 be entitled to take necessary action under Clause 3 after giving the Contractor ten days' notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.

CLAUSE 5:

In the event of the Engineer-in –charge taking action under clause 3, he may if so desire take possession of all or any tools, plants, machineries materials and stores in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Engineer-in-charge. In the alternative the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expenses or shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such removal shall be final and conclusive against the contractor.

CLAUSE 6: Extension of time:

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered whichever is earlier and the Engineer-in-charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this matter shall be final.

CLAUSE 7:

As soon as the work is completed the contractor shall give a notice of such completion to the Engineer-in-charge and on receipt of such notice the Engineer-in-charge shall inspect the work and if he is satisfied that the work is completed in all respect then the process of final bill be corrected out.

CLAUSE 8:

No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor., All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part therefore in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way the power of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by contractor within one month of the completion of the work, otherwise the Engineer-in-charges certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE 9:

The rates for items of works shall be valid only when the items concerned is accepted as having been competed fully in accordance with the sanctioned specifications. In cases where the items of work are accepted as not so completed, the Engineer-in-charge may make payment on account of such

items at such reduced rates as he may consider reasonable in preparation of final or on account bill.

CLAUSE 10: Bills to be submitted monthly:

CLAUSE 11:

The contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the agreement or at the partly reduced rates subject to the approval by the Engineer-in-charge in the case of items not completed/executed as per agreements or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate here in after provided for such work.

CLAUSE 12:

If the specification of the work provides for the use of any special description of materials to be supplied from the Departmental Store or if it is required that the contractor shall use certain. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same

verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as here in after mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum then deposit, or the proceeds of sale thereof, if the deposit is held in govt. Securities , the same or a sufficient portion thereof shall, in that case be sold for the purpose . All materials supplied to the contractor shall remain the absolute property of Govt. and shall on no account be removed from the site of the work, and shall at all time be open to inspection by the Engineer-in-charge. Any such materials,

unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with the consent in writing of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

(1) The contractor will be entitled to receive one copy of the accepted tender along with the work order free of cost and will also be entitled to receive three sets of contract and working drawings according to the progress of work as and when needed, free of cost.

(2) The several documents forming the contract are essential parts of the contract and requirements occurring in one is binding as through occurring in all. They are intended to be mutually explanatory and complimentary and to describe and provide for a complete work.

In the event of any discrepancy in the several documents forming the contract or in any one documents, the following order of precedence should apply: -

(a) Dimension and quantities: (i) Drawings (ii) Schedule-B of the Tender form (iii) specification.

On drawings, figures dimensions, unless obviously incorrect, will be followed in preference to scaled dimensions.

(b) Description: (i) Schedule-B of the Tender form: - (ii) Drawings (iii) Specifications.

In the case of effective description or ambiguity, the Engineer-in-charge is entitled to issue further instructions directing in what manner the work is to be carried out. The contractor cannot take any advantage of any apparent error or omission in drawings or specifications and the Engineer-in-charge shall be entitled to make corrections and interpretations as necessary to fulfill the plans and specifications.

CLAUSE 13:

The Engineer-in-charge shall have power to make any alterations in or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alternation shall not invalidate the contract and additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the

contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

CLAUSE 14: Time limit for unforeseen claims:

The contractor shall not be entitled to any compensation from BANK on any account unless where allowed by the conditions of this contract. In such cases the contractor shall have to submit a claim in writing to the Engineer-in-charge within one month of the cause of such claim occ.

CLAUSE 15: Action & compensation in case of bad work:

If at any time before the expire of Defects Liability period as detailed in Clause 17-A. It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that/any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained for may have been passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days during which the failure so continues and in the event of any such failure as aforesaid continuing beyond ten days, the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-chare consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

However, the contractor shall be responsible for normal maintenance of the work till the final bill for the work is prepared by the departmental Officer.

CLAUSE 16: - Defect liability period

The Contractor shall be responsible to make good and remedy at his own expense any defect, which may develop or may be noticed before period

mentioned here under from the certified date of completion. The Engineer - in - Charge shall give the contractor a notice in the case of failure on the part of the contractor. The Engineer - in - Charge shall be entitled to appropriate the whole or any part of amount of security deposit towards the expenses, if any

incurred by him in rectification removal or re-execution. The defect liability period shall be ONE YEAR from the certified completion date of work or one monsoon whichever is more.

CLAUSE 17: - Free Maintenance Guarantee Period:

The scope of work also includes ONE YEAR free maintenance period from the certified date of completion of the works or one monsoon which ever is more. 10% initial S.D .Received in cash or F.D. During this period the Contractor shall be responsible to make good and remedy at his own expenses any defect, which may be noticed for the work, carried out by him or due to the reasons attributed to him. The Engineer - in - Charge shall give the contractor notice in writing about the defect with remedial major and the contractor shall make good the same within period specified in the notice in case of failure on the part of the contractor to carry out the instruction of Engineer - in - Charge. The Engineer - in - Charge may rectify or remove or re-execute the works at the risk and cost of the contractor. The Engineer - in- Charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses if any incurred by him in rectification removal of re-execution. The contractor shall immediately recoup the amount so spent such that at any given time the security deposit shall be maintained as laid down in the **Clause - 1** of the contract. If contractor fails to recoup the amount of security deposit than Engineer - in - Charge shall be entitled to recover the amount spent over the above the amount of security deposit.

CLAUSE 18: Work to be open to inspections – Contractor or responsible agent to be present: -

All Works under or in course of execution or executed in pursuance of the contract shall, at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the Contractor shall, at all times during the usual working hours, and all other times for which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

CLAUSE 19: Employment of a qualified site Engineer by the Contractor

The Contractor shall. Employ full-time technically qualified staff during the execution of this work The details experience etc. should be submitted to the bank at the time of starting of the work. The Engineer so employed for the work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with other duty except this work.

CLAUSE 19A: Notice to be given before work is covered up:

The contractor shall give not less than five day's notice in writing to the Engineer-in- charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement and if any work shall be covered up or placed beyond the reach of measurement without such notice having and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained , the

same shall be uncovered at the contractor's expenses and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

CLAUSE 20:

If the contractor or his workmen, or servants shall break, deface, injure or destroy any part of the building or the work in a question in/on which they may be working or any building, road, fence, enclosure or grassland or cultivated ground contiguous to the premises on which the works or any part thereof is being executed or if any damage shall be done to the work from any causes whatever before damage occurred/caused due to normal flood or rain or if any imperfections become apparent in it within Two Months from the grant of a certificate of completion, final or otherwise by the Engineer-in-charge , the contractor shall make good the same at own expenses or in default, the Engineer-in-charge may cause the same to be made good by other contractor, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may thereafter become due to the contractor or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE 21: Contractor to supply plant, ladders, scaffolding etc. and is liable for damage arising from non-provision of lights, fencing etc.

:

The contractor shall supply at his own cost all materials (except such special materials if any, as may, in accordance with the contract to be supplied from the Public Works Department Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter or to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time, of the work or the materials, failing this, the same may be provided by the Engineer-in-charge at the expenses of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit, or proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceeding, at law that may be brought by any person for injury sustained. Owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may, with the consent of the Contractor, be paid in compromising any claim by any such person.

CLAUSE 22:

(a) The Contractor shall provide suitable scaffolds and working platforms, gangways and stairways, and shall comply with the following regulation in connection therewith.

A scaffold shall not be constructed, taken down or substantially altered except

(i) Under the supervision of a competent and responsible person.

(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.

(ii) Appointed by contractor and by competent workers possessing adequate experience in this kind of work.

(b) All scaffolds and appliances connected therewith and all ladders shall

(i) Be of sound material

- (ii) Be of adequate strength having regard to the loads and strains to which they will be subjected and,
- (iii) Be maintained in proper condition
- (c) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (d) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (e) Before installing the lifting gear on scaffolds, special precaution shall be taken to ensure the strength and stability of the scaffolds.
- (f) Scaffolds shall be periodically inspected by a competent person.
- (g) Before allowing a scaffold to be used by his workmen, the Contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulation here in specified.
- (h) Working platforms, gangways shall–
 - (i) Be so constructed that no part thereof can drag unduly or unequally.
 - (ii) Be so constructed and maintained having regard to the prevailing conditions as to Reduce as far as practicable risks of persons tripling or slipping and-
 - (iii) Be kept free from any un necessary obstruction.
- (i) In the case of working platforms, gangways working places and stair way at a height exceeding 2.0 meter .(to be specified).
- (i) Every working platform and every gangway shall be closely boarded unless other Adequate measures are taken to ensure safety.
- (i) Every working platform and every gangway shall have adequate width and
- (ii) Every working platform, gangway, working place and stairway shall be suitably Fenced.
- (iii) (k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of person or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or material.
- (l)When persons are employed on a roof where there danger of falling from a height exceeding (2.0)(to be specified) meters suitable precaution . Shall be taken to prevent the fall of persons or material.
- (m) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from scaffold or other working place.

(n) Safe means of access shall be provided to all working platforms and other working

CLAUSE 23: Measures for Prevention of Fire:

The contractor shall not set fire to any standing jungle, tree bush wood or grass without a written permit from the Engineer-in-charge.

When such permit is given, and also in all cases when destroying cut or dug up tree, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or other-wise damaging surrounding property.

When such permit is given and also in all cases when destroying cut or dug up tress, bush wood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire .

CLAUSE 24: Liability of contractors for any damages done in or outside work area :

Compensation for all damage done intentionally or unintentionally by Contractor's labourers whether in or beyond limits of BANK property including any damage caused by the spreading of fire mentioned in the clause 22 , shall be estimated by the Engineer-in-charge, or such other Officer as he may appoint and the estimates of the Engineer-in-charge , subject to the decision of the BANK, on appeal , shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in- charge from any sums that may be due or become due from BANK to the contractor under this contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the court in consequence.

CLAUSE 25: Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent:

The contract shall not be assigned or sublet without the written approval of the Engineer-in- charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceeding to get himself be adjudicated an insolvent or make any comptonization with his creditors, or attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract, Also if any bribe, gratuity

y, gift loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of BANK in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of BANK and the same consequence shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be

entitled to recover or be paid for any work therefore actually performed under contract.

CLAUSE 26: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss:

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of BANK without reference to the actual loss or damage sustained and whether any damage has or had not been sustained.

CLAUSE 27: Change in the constitution of firm to be notified:

In the case of a tender by partners, any change in the constitution of a firm shall be forthwith notified by the Contractor to Engineer-in-charge for his information.

CLAUSE 28: Works to be under directions of BANK:

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of BANK of the Circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

CLAUSE 29: Lump sum in estimates:

When the estimate on which a tender is made includes lump sum in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may, as his discretion, pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him, under the provisions of this clause.

CLAUSE 30: Definition of work:

The expression "work" or "works" where used in these conditions shall, unless, there be something in the subject or context repugnant to such construction to mean the work, or the works, contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

In the case of work for which there is no such specification, such work shall be carried out in accordance with the Divisional Specification and in the event of there being no Divisional Specifications, then, in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 31: Non refund of quarry fees & Royalties:

The contractor shall pay the royalty to the competent authority / local body as per rules. The contractor shall furnish quarterly the statement showing quantity of quarried materials, from whom purchased (with full address of the seller) and copies of bills for purchase to the District Officer of the Mining and Geology Department of authority competent to levy royalty in the area of work. Contractor shall also furnish such additional information as regards royalty payment to the Royalty authority. The royalty charges paid shall be borne by the Contractor and shall not be reimbursed by the bank.

Clause 32: Compensation under the workmen's compensation Act :

The contractor shall be responsible for and shall pay compensation to his workman payable under the Workman's Compensation Act. 1923 (VIII of 1923) hereinafter called the said Act) for injuries caused to the workman. If such compensation is paid by BANK as principal under sub-section 12(1) of the said Act on behalf of the Contractor it shall be recoverable by BANK from the contractor under sub section 12(2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 above

CLAUSE 33:

The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by R.N.S.B. BRANCH, the same shall be recoverable from the contractor forthwith and be deducted, without prejudice to any other remedy of R.N.S.B. from amount due or that may become due to the Contractor.

Clause 34:

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the person employed on the site and shall maintain the same in suitable condition for immediate use at any time and shall comply with the following regulations in connection therewith.

(a) The workers shall be required to use the equipment so provide by the Contractor and Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

(b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept for use and all necessary steps shall be taken for the prompt rescue of any person, in danger.

(c) Adequate provision shall be made for prompt first aid treatment of all injuries to be sustained during the course of the work.

Clause 34(a):

The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than or more than those entered in the tender.

Clause 35: Employment of famine or other labor: The contractor shall employ any famine, convict or other labor of particular kind or class, if ordered in writing to do so by the Engineer- in-Charge.

Clause 36:

No compensation shall be allowed for any delay caused in the starting of the work on account of delay in making available the full site of land at a time.

Clause 37 : Minimum age of person employed:

(I) No Contractor shall employ any person who is under the age of 18years.

(II) The Engineer-in-charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by R.N.S.B. for any delay caused in the completion work by such removal.

(III) The Contractor shall provide the amenity of proper shed and shelter to the workers/ labourers and their children on R.N.S.B. works as soon as the work starts. If the contractor fails to provide shed and shelter, the Engineer-in-charge shall provide the same at the cost of contractor.

(IV) If BANK declares a state of scarcity or famine to exist in any village situated within 16 kilometers of the work, the Contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer-in-charge or by any persons to whom, the Engineer-in-charge may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons, wages not below the minimum which BANK may have fixed in this behalf. Any disputes which may arise in connection with the implementation this clause shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

Clause 38: Method of payment:

Payment to contractor shall be made by R.T.G.S. convenient to them, provided the amount exceeds Rs. 10 Amount not exceeding Rs. 10 will be paid in cash.

Clause 39: The rates to be quoted by the Contractor must be inclusive of all materials, labor, transportation, loading-unloading and all taxes. No extra payment on this account will be made to the contractor. GST is extra.

Clause 40: The Contractor should, as far as possible, obtain his requirement of labourers skilled and unskilled, from the nearest Employment Exchange so as to utilize the local employment potential. If there are no local Employment Exchange or such Exchanges are not able to provide the required labour locally, suitable labourers should be utilized to the maximum extent possible.

Clause 41: Fair Wages:

If a Contractor fails to pay within '7' (Seven) days to the labourer(s) /worker(s) the minimum wages prescribed by the BANK under the Minimum Wages Act. 1948 as in force from time to time, the Engineer-in-charge shall be at liberty to deduct the amount payable to the labourer/ workers from his (Contractors) bills or deposit(s) payable by the Contractor after making due inquiries and establishing the claim(s) of the labourer(s) /Workers(s).

The contractor shall not be entitled to any payment of compensation on account of any loss that the Contractor may have to incur on account of the action as aforesaid. Before the action as aforesaid, is enforced, a notice in writing to the Contractor shall be issued by the Engineer-in-charge to pay the wages as per Minimum Wages Act in force at the relevant time. If Contractor does not act as aforesaid within seven days, then the action contemplated as above shall be taken against him.

Clause 42: List of Machinery:

The contractors shall also give a list of machineries in his possession and which they propose to use on the work.

LIST OF TOOLS AND MACHINERIES

(To be filled by bidders in Hard Copy)

Clause 43: Local labour on normal rates:

The contractor shall have to engage local labour and person seeking employment now here available on normal rate.

CLAUSE 44: FENCING AND LIGHTING:

(a) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting guarding and taking of the necessary safety measures for all works comprised in the contract and for the proper

provision of temporary road, way, foot-way, guards, fences, caution notices, etc. as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accident that may occur on account of his failure to take proper & timely precautions.

(b) All the arrangements made for fencing and lighting shall be maintained by the contractor through the currency of the contract till the physical taking over of the work by department.

CLAUSE 45: LIABILITY OF ACCIDENTS TO PERSONS:

Responsibilities and liabilities If the contractor under Workmen's Compensation Act are given in clause No.37. In addition following shall also apply:

(a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as likely to result in death of any such workmen the

contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to Engineer-in-Charge the fact of such accidents. The contractor shall indemnify BANK against all loss or damage sustained by the BANK resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the BANK as a to the provisions of the said act in regard to such accident(s).

(b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act. Whether by the contractor or by the BANK as principal Employer, it shall be lawful for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sum of money as may, in the opinion of the Engineer-in-charge, be sufficient to meet such a liability, The opinion of the Engineer-in- charge shall be final regard to all matters arising under this clause.

CLAUSE 46 : ACCESS TO SITE AND WORK ON SITE :

The Engineer may, if he considers fit from time to time, enter upon any land(s) which may be in possession of the contractor under this contract for the purpose of executing any work not included in this contract by agents or by other contractors, at this opinion and the contractor shall, in accordance with the requirements of the Engineer-in -charge, afford all reasonable facilities for execution of the work including occupation of lands by structure or otherwise for any other contractor employed by the BANK and his

workmen for the workmen of the BANK who may be employed in the execution on or near the site of the work not included in the contract or of any contract in connection with or ancillary to the work and in default, the contractor shall be liable to the BANK for any delay or expenses incurred by reason of such default. Provided always that if damage arising. Make a statement of the same to the Engineer-in-charge who shall from time to time, assess the value in his judgement of such damage and the BANK shall from time to time pay to the contractor the amounts (if any) accepted as justified by the Engineer-in-charge:

CLAUSE 47: REPORTS REGARDING LABOUR:

The Contractor shall submit the following reports to the Engineer-in-charge:

(a) (i) A daily report in the suitable form of the strength of labour, both skilled and unskilled employed by him on the work(s). The contractor shall increase or decrease the strength both skilled or unskilled. If directed by the Engineer-in-charge. The submission of such reports shall not, however, relieve the contractor of his responsibilities and duties regarding progress or any other obligation under the contract.

(iv) A classified weekly return in the suitable form of the number of person employed on the works during the preceding week.

(v) A weekly medical report in the suitable form showing the health of the contractor's camp. The number of persons ill or incapacitate and the nature of there illness.

(vi) A report of any accident, which may have occurred, to be sent within **24 hours** of the occurrence.

(vii) Such other report as may be prescribed.

CLAUSE 48 : Indemnity:

The contractor shall indemnify the R.N.S.B. against all actions, suits, claims & demands through or made against the Department in respect of work of this contractor against any loss damage to Department in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in execution of the work of this contract.

CLAUSE 49 : Insurance of Labours:

The contractor shall be responsible to arrange for insurance of all laboures, skilled and unskilled workers, supervisors etc. employed by him as per labour regulation of the State.

CLAUSE 50: Setting Out:

The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments,

appliance and labour in connection therewith. If, at any time during the progress of the work, any errors appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer-in-charge shall at his own expense do so to the satisfaction of the Engineer-in-charge. If however, such error is based on incorrect data supplied in writing by the Engineer-in-charge, the expenses of rectifying the same shall be borne by the Department. The contract shall take all reasonable precautions to prevent his workmen other person from removing or damaging any such articles or things, immediately after the discovery thereof and before removal acquaint the Engineer-in-charge with discovery and carry out his orders for the disposal of the same checking of and setting out of any line or level by the Engineer-in-charge or his representative In the event of discovery by the contractor or his employees, during the progress of work of any gold, silver, oil or other minerals of any description and precious stones, treasures, coins, antiquities, relic, fossils or other articles or value of interest whether geological, archaeological or any other such treasure & other things shall be deemed to be the absolute property of the R.N.S.B. and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge, from time to time, and relieve the same to such persons as the Engineer-in-charge may appoint. shall not in any way, relieve the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all benchmark, site-nails, page and other things used in setting out of the work(s).

CLAUSE 51: Materials and Works Test Register:

A register in the prescribed form showing day-to-day receipt, consumption and balance of material on site of work by the contractor and every entry thereof shall invariably be signed by the Contractor or his authorized representative in taken of its correctness

CLAUSE 52: Progress Schedule:

(a) The contractor shall furnish within one month (unless extended by the Engineer-in-charge) of the order to start the work, the progress schedule in quadruplicate indicating the date or starting. The monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of, procurement and setting up the materials, plants and machinery. The schedule should include a statement of proposed general and detailed arrangements for carrying out works, and of item, order and manner in such it is proposed general and detailed arrangements for carrying out works, and of item, order and manner in which it is proposed that these shall be executed. The practice to the achievement towards completion of the work in the time limit and of the particular items on the dates specified in the contract and shall have the approval of the Engineer-in-charge. Further the dates for the progress, as in

this schedule shall be adhered to.

(a) In case it is found necessary, at any stage to alter the schedule. The contractor shall submit in good time a revised schedule incorporating necessary modification proposed and get the same approved from the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer-in-charge is further empowered to ask for more detailed schedule or schedule. Any by week, for any item or items and the contractor shall supply the same as and when asked for.

(b) The Engineer-in-charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receiving such direction, proceed in the order directed. The contractor shall also revise the progress. Schedules accordingly and submit four copies of the revised schedule to the Engineer-in-charge within seven days of the said Engineer's direction to alter the order of works.

(c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress-schedule, The working and shift shall comply with all the BANK regulations in force and shall be such, as may be approved by the Engineer-in-charge and the same not be varied without the prior approval of Engineer-in-charge.

(d) The contractor shall from time to time as may be required by the Engineer-in-

charge. Furnish the Engineer-in-charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer-in-charge may, if he considers necessary at any time advise alternation in the same. Which the contractor shall adopt on notice thereof.

(e) The progress-schedule(s) shall be in the form of progress chart, forms, statements and/ or reports as may be approved by the Engineer-in-charge.

The contractor shall submit four copies showing the progress of the work in the form of a chart etc. at periodical intervals as may be specified by Engineer-in-charge.

(f) The approval of the progress schedules by the Engineer-in-charge shall not relieve the contractor of schedule required by the Engineer-in-charge and shall not entitle the contractor to any extra payment.

CLAUSE 53:

Before starting the work, the contractor will have to obtain the license from the District Assistant Labour Commissioner under the Contract Labour (Regulation and Abolition) Act. 1970 and contract Labour (regulation and Abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have

to supply two true copies of the said license to the CHIEF MANAGER (ESTATE), RAJKOT NAGRIK SAHAKARI BANK LTD. before the work is started.

CLAUSE 54: All the testing charges will be paid by the contractor when it required. on receipt of result same will be reamburesd by the bank. All construction material shall be tested in govt. Approved laboratory as per the no. Of test and frequency mentioned in test schedule (Attached).

CLAUSE 55: Entire work will be monitored by project Bank consultant shall be appointed by bank if it is required.

CLAUSE 56: All legal matters are subject to Rajkot jurisdiction.

CLAUSE 57: Engineer in charge will be THE CHIEF MANAGER ESTATE R.N.S.B.

CLAUSE 58: Performance Guarantee

The contractor will have to submit the bank guarantee of Nationalized or Scheduled bank of 10% Amount of Contract value. For the period of 1 year this will be for performance guarantee of the work. If contractor fails to complete the work this amount will be forfeited by Bank.

CLAUSE 59: Excess over tender quantities, extra items and variations

The Chief Manager – Estate (RNSB) shall have power to make any alterations in or addition to the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in the connection which may be given to him in writing signed by the Chief Manager – Estate (RNSB) and such alteration shall not invalidate and contract and any additional work which the contractor may directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and the same rate as are specified in the tender for the main work.

Except that when the quantity of any items exceeds the quantity as in the tender upto 25% then the contractor will be paid at the quoted rate and for the quantity in excess of 25% at the rate entered as input rate of the uploaded tender and tendered rate of contractor whichever is less.

If the additional or altered work includes any class of work for which no rate is specified in the contract, then such class of work shall be carried out. At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where are more than one comparable items, the item of the contract which is nearest in comparison with regard to class of classes of the work involved shall be selected and decision of the Chief Manager – Estate (RNSB) as to the nearest comparable item shall be final and binding on the contractor.

ANNEXURE - 1

(Referred to Condition No.-2 General Rules and Direction for the guidance of Contractors.)

To

The CHIEF MANAGER,

RAJKOT NAGRIK SAHAKARI BANK LTD.

RAJKOT.

Date:

Details regarding my / our partners our Company (in the case of limited Company) Names, address (es) , telephone number(s) income tax etc. are as under :

Sr . No	Name(s) of Person/Partne r Director of the company	Full address of the place of business (with pin code)	Telephon e No.(s) (Office)	Residentia l address	Telephon e No.(s)	Full addres s of income tax office ward where income tax return is filed
1	2	3	4	5	6	7

I/We hereby agree to intimate you about change if any, in the above-mentioned address (es) and telephone No. (s) within Fifteen days of its occurrence till my/our deposit, for the said work paid by me/us is not returned to me/us.

Dated Signature of Tenderer

ANNEXURE – 4

LIST OF WORKS ALREADY COMPLETED BY THE TENDERER

Sr. No.	Name of work	Place	Cost on completion	Time taken in months To complete the work	Remarks
1	2(a)	2(b)	3	4	5

Note: Necessary certificate from office concerned shall be attached with the tender

ANNEXURE – 5

LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER AVAILABLE WITH TENDERER

Sr No .	Plant or Machiner y	Locatio n	Age of Machiner y	Mak e	Capacit y	Approximat e Value	Remar k
1	2(a)	2(b)	3	4	5	6	7

ANNEXURE – 6

DECLARATION REGARDING WORKS ON HAND WITH TENDERER

Sr No .	Name of work	Place	Estimated Cost	Date of issue of work order	Stipulated period of completion	Amount of work done on date of filling tender	Brief details of delay if any	Remark
1	2(a)	2(b)	3	4	5	6	7	8

Note 1: Amount of work in column 6 should be given up to the month previous to the month in which tenders are invited.

Note 2: Necessary certificate from the officer concerned shall be attached with the tender.

SCHEDULE ' B'

Memorandum showing items of works to be carried out:

Sr. No.	Quantities estimated out may be more or less	Item of work	Estimated Rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs. ps	Rs. ps		
1	2	3	4	5	6	7
		AS PER ATTACHED SCHEDULE OF QUANTITY				