



ARYAVART BANK
Regional Office Etah

Tender Ref no: AB/ROEtah/A&S/L/732/2021-22

Dt. 12.11.2021

**TENDER FOR INTERIOR AND FURNISHING WORKS FOR PROPOSED REGIONAL OFFICE
AT KIRAN GUEST HOUSE, ETAH (U.P.)**

TECHNICAL BID NOTICE INVITING TENDER (NIT)

ARYAVART BANK invites Online item rate e-tenders on behalf through e-tendering process for Interior and Furnishing works for Proposed Regional Office at KIRAN GUEST HOUSE, Etah from the ARYAVART BANK Empanelled contractors under appropriate category for the captioned work.

The ARYAVART BANK empanelled vendors who receive NIT from this office are only entitled to quote for this tender.

- | | |
|---|---|
| 1 Name of the Work | Online item rate e-tender for Interior and Furnishing works for proposed Regional Office at Kiran Guest House, Etah |
| 2 Nature of work | Interior and Furnishing works |
| 3 Time allowed for completion | Thirty Days (30 Days) |
| 4 Cost of Tender Documents-cum application Fee | Nil |
| 5 Earnest Money Deposit | INR 15,000.00 Rupees Fifteen Thousand Only |
| 6 Initial Security Deposit | Nil |
| 7 Date of issue of tender documents from Bank's website | From 12.11.2021 to 22.11.2021
http://www.aryavart-rrb.com/ |
| 8 Last date and time for submission of Online Technical Bid and Price Bid & EMD. | Up to 3.00 PM
on 22.11.2021 |
| 9 Date, time and place of opening of etender | On 22.11.2021 at 3:30 PM
Office of The Regional Manager,
Regional Office Aryavart Bank Etah |
| 10 Address at which EMD has to be submitted | The Regional Manager,
Office of the Regional Manager,
Aryavart Bank, Etah |



11 (Penalty clause) Liquidated Damages

@ 0.5% of the value of work per week of delay subject to a maximum penalty of 5% of the value of the work would be strictly imposed.

12 Defects and Liability period

12 months from the date of Virtual Completion.

13 Validity period of the tender

90 days from the date of opening of Price Bid tender

14 Value of Interim Certificate

Nil

15 Eligible Taxes

A) Income Tax shall be deducted at source as per Govt. guidelines.

B) Payment of GST will be made as applicable The contractor shall comply with the followings:-

(i) Contractor shall have a valid GST number registration.

(ii) Invoices shall specifically / separately disclose the amount of GST levied at applicable rates as per GST provisions / rules

(iii) In case of correction in the bills after scrutiny contractor shall submit fresh bills for payment

(iv) Contractor shall timely file the GST return in accordance with GST provisions to enable the Bank to claim the credit of GST paid to the contractor. The GST number of ARYAVART BANK for Uttar Pradesh is

09AAIAA9148E1ZL.

16 Electronic Payment

Electronic payment shall be preferred.

All the contractor must furnish details such as

(A) Name of the Bank

(B) Name of the branch along with its account number, IFSC code and PAN number

17 Agency for arranging e-Tender / online bidding

Aryavart Bank

18 For further clarifications, if any

All technical matters contact: Mr. Saurabh Garg,
Phone No. 97208 40172

19 Any additional Information

The quoted rate shall be inclusive of materials, labour wages, fixtures, transportation, installation all taxes (excluding GST), wastages, octroi, machinery, temporary works, such as scaffolding, cleaning,



overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work.

20. Tenders can be downloaded from the Bank's website <http://www.aryavart-rrb.com/>

21. No conditions other than mentioned in the tender will be considered, and if given they will have to withdrawn before opening of the price bid.

22. The ARYAVART BANK reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard

23. Tenders received without EMD shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

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

25. ARYAVART BANK has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.


(RAJIV KUMAR GUPTA)
Regional Manager



TENDER FORM

To,

The Regional Manager

Aryavart Bank Regional Office Etah

Dear Sir,

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

MEMORANDUM

DESCRIPTION OF WORKS

Online item rate e-tender for Interior and Furnishing works for Proposed Regional Office at Kiran Palace, Etah

Earnest Money

INR 15,000.00 (Rupees fifteen thousands only)

Percentage, if any, to be deducted from Bills and total amount to be retained

5% of contract

amount or actual Final Bill value including EMD & Initial Security Deposit

Time allowed for completion of the Works after the date of written order or date of handing over of the site (whichever is later) to commence the work 30 days (Thirty days)

I / We have deposited a sum of INR Nil of the total tender amount as Earnest Money with the Aryavart Bank which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to Aryavart Bank.

1. Our Bankers:

(I)

(II)



The names of partners of our firm are:

i)

ii)

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

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)



SAMPLE BUSINESS RULE DOCUMENT

ONLINE ITEM RATE E-TENDERING FOR INTERIOR AND FURNISHING WORKS FOR PROPOSED REGIONAL OFFICE AT KIRAN PALACE, ETAH (U.P.)

(A) Business rules for E-tendering:

- (a) Only empaneled contractors with ARYAVART BANK under appropriate category who are invited by the Project Architect / ARYAVART BANK shall only be eligible to participate.
- (b) In case of e-tendering, ARYAVART BANK will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
- (c) Business rules like event date, closing and opening time etc. will be communicated through service provider for compliance.
- (d) The contractors will be required to submit the hard copy of EMD to the office of Regional Manager Regional Office-Etah (U.P.) at the address mentioned hereinbefore by the stipulated date and time. Contractors not submitting any one or more documents shall not be eligible to participate in the online price bidding.
- (e) E-tendering will be conducted on scheduled date and time.
- (f) The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

ARYAVART BANK shall finalize the Tender through e-tendering mode. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

- (a) E-tendering shall be conducted by ARYAVART BANK, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this, the time for the E-tendering will not be extended and ARYAVART BANK shall not be responsible for such eventualities.



(b) BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

(d) BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by ARYAVART BANK from their appointed Architects.

(e) VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

(f) Procedure of E-tendering:

Online e-tendering:

(i) The hard copy of Technical as well as Price Bids will be available on the Bank's website during the period specified in the NIT.

(ii) Online e-tendering is open to the empanelled bidders who receive NIT from the ARYAVART BANK/ Architect and qualified for participating in the Price Bidding.

(iii) The Price-Bid shall be made available online by the ARYAVART BANK wherein the contractors will be required to fill-in their Item-wise rates for each item.

(iv) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

(v) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

(vi) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.

(g) BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, ARYAVART BANK shall at liberty to take action as deemed necessary including de-panelling such contractors and forfeiting their EMD.

(h) At the end of the E-tendering, ARYAVART BANK will decide upon the winner. ARYAVART BANK decision on award of Contract shall be final and binding on all the Bidders.



(i) ARYAVART BANK shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

(j) ARYAVART BANK shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

(k) Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.

(l) OTHER TERMS & CONDITIONS:

(i) The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

(ii) The Bidder shall not divulge either his Bids or any other exclusive details of ARYAVART BANK to any other party.

(iii) ARYAVART BANK decision on award of Contract shall be final and binding on all the Bidders.

(iv) ARYAVART BANK reserves their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

(v) ARYAVART BANK shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

(vi) ARYAVART BANK is not responsible for any damages, including damages that result from, but are not limited to negligence.

(vii) ARYAVART BANK will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.



GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: - "Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between Aryavart Bank (Client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 "Aryavart Bank" shall mean Regional Manager, Aryavart Bank Etah and includes the client's representatives, successors and assigns.

1.1.2 "Architects/ Consultants" shall mean M/s Sahai Architects, (Ar. Manish Kumar Sahai).

1.1.3 "Site Engineer" shall mean an Engineer appointed by the Bank at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 "The Contractor" shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company. The expression "works" or "work" shall mean the permanent or temporary work description in the "Scope of work" and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 "Engineer" shall mean the representative of the Architect/consultant.

1.1.6 "Drawings" shall mean the drawings prepared by the Architects and issued by the Engineer or else prepared by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.7 "Specifications" shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8 "Month" means calendar month.

1.1.9 "Week" means seven consecutive days.



1.1.10 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 "ARYAVART BANK" Engineer" shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the Bank.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architect's Site Engineer /PMC and other consultants / contractors engaged in the execution of the project.

- i) The Regional Manager, Etah
- ii) Engineer (Civil /Electrical) in-charge of the Project, as may be nominated by the Bank
- iii) Concerned partner of the Architects and their Resident Architect.... Member.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

Earnest Money Deposit

Initial security deposit

Retention Money

a) **Earnest Money Deposit –**

The tenderer shall furnish EMD of Rs. 15,000/- (Rupees fifteen thousand only) in the form of Demand draft drawn in favour of ARYAVART BANK, on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the ARYAVART BANK or after it is accepted by the ARYAVART BANK the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time

b) **Initial Security Deposit (ISD)**

The amount of ISD shall be NIL of accepted value of tender including the EMD in the form of Demand Draft in favour of ARYAVART BANK of drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.



ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the Bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract as performance guarantee. Such ASD could be in the form of Demand Draft in favour of Regional Manager, Aryavart Bank-Etah as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the Bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

c) Retention Money: -

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 Language

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

3.0 Errors, omissions and discrepancies

In case of errors, omissions and/ or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.



b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of Work:

The contractor shall carry out complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the ARYAVART BANK from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /Consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) Letter of Acceptance:

Within the validity period of the tender the ARYAVART BANK shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the ARYAVART BANK and the contractor.

ii) Contract Agreement:

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

6.0 Ownership of drawings:

All drawings, specifications and copies thereof furnished by the ARYAVART BANK through its Architect / consultants are the properties of the ARYAVART BANK. They are not to be used on other work.

7.0 Detailed drawings and instructions:

The ARYAVART BANK through its Architects / Consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there. The work shall be executed in conformity therewith and the contractor prepare a detailed program schedule indicating therein the date of start and completion of various



activities on receipt of the work order and submit the same to the ARYAVART BANK through the architect/consultant.

8.0 Copies of agreement

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

9.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the ARYAVART BANK on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

10.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the ARYAVART BANK /Architect/ consultant he shall be removed from the site immediately.

11.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the ARYAVART BANK in writing under intimation of the Architect/ Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the ARYAVART BANK any legal actions arising there from.

12.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the Architect / Consultant before proceeding with the work. If at any time any error



in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by, the Architect / Consultant the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the ARYAVART BANK.

13.0 Protection of works and property:

The contractor shall continuously maintain adequate protections of all his work from damage and shall protect the ARYAVART BANK's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence. He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the ARYAVART BANK and the original policy may be lodged with the ARYAVART BANK.

14.0 Inspection of work:

The ARYAVART BANK / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the ARYAVART BANK /Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the ARYAVART BANK/ Architect /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

15.0 Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer, assign or under let the contract or any part or share there of or interest therein without the written consent of the ARYAVART BANK through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

16.0 Quality of materials, workmanship and test.

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject from time to time to such tests as the Architect/Consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery,



labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the architect/consultant.

ii) Samples

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

iii) Cost of tests

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) Costs of tests not provided for

If any test is ordered by the Architect/ Consultant which is either a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

17.0 Obtaining information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.



18.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

19.0 Quantities

The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

20.0 Works to be measured

The Architect/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect/ Consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by the Architect / consultant vitiates the contract. In case the ARYAVART BANK / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras,



alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

22.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of the ARYAVART BANK as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out; otherwise the prices for the same shall be valued under sub Clause 'C' hereunder.

c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.

e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.



23.0 Final measurement

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

24.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the ARYAVART BANK the contractor shall ensure that the following works have been completed as per the satisfaction of the ARYAVART BANK.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the ARYAVART BANK not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the ARYAVART BANK. and shall clear, level and dress, compact the site as required by the ARYAVART BANK.
- d) Shall put the ARYAVART BANK in undisputed custody and possession of the site and all land allot by the ARYAVART BANK.
- e) Shall hand over the work in a peaceful manner to the ARYAVART BANK.
- f) All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of ARYAVART BANK.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within seven (7) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the ARYAVART BANK rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the ARYAVART BANK against the contractor in respect of or work at the site and in respect of which the VCC has been issued.



25.0 Work by other agencies

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

26.0 Insurance of works

26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the ARYAVART BANK and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the ARYAVART BANK and the contractor are covered for the period stipulated I clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be affected with an insurer and in terms approved by the ARYAVART BANK which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy if insurance and the receipts for payment of the current premiums.

26.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the ARYAVART BANK against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.



b) The right of ARYAVART BANK to execute the works or any part thereof on, over, under, in or through any lands.

c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract

d) Injuries or damage to persons or property resulting from any act or neglect of the ARYAVART BANK their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the ARYAVART BANK, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3 Contractor to indemnify ARYAVART BANK.

The contractor shall indemnify the ARYAVART BANK against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

26.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the ARYAVART BANK against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against ARYAVART BANK in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the ARYAVART BANK. if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

26.5 Third Party Insurance

26.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of ARYAVART BANK, or to any person, including any employee of the ARYAVART BANK, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.



26.5.2 Minimum amount of Third-Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the ARYAVART BANK. which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

26.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.7 Accident or Injury to workman:

26.7.1 The ARYAVART BANK shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the ARYAVART BANK or their agents, or employees. The contractor shall indemnify and keep indemnified ARYAVART BANK against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26.7.2 Insurance against accidents etc. to workmen

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

26.7.3 Remedy on contractor's failure to insure

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



26.7.4 Without prejudice to the others rights of the ARYAVART BANK against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the ARYAVART BANK and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such 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.

27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date, seven days from the date of award of letter by the ARYAVART BANK.

28.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 30 days from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of time

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the ARYAVART BANK to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the ARYAVART BANK through the Architect / Consultant in writing at least 5 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if an", for the delays. The architect/consultant shall submit their recommendations to the ARYAVART BANK in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.



30.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect / consultant shall thereupon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

31.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However, the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the ARYAVART BANK. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

32.0 No compensation or restrictions of work

If at any time after acceptance of the tender ARYAVART BANK shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly, in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. "In case of such stores having been issued from ARYAVART BANK stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.



33.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect /consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:

a) On account any default on the part of the contractor, or for proper execution of the works or part thereof for reasons other than the default the contractor, or

b) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the Architect/ consultant. If the suspension is ordered for reasons (a) and (b) in sub-para (i) above: The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the ARYAVART BANK.

a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of ARYAVART BANK.

b) To employ labour paid by the ARYAVART BANK and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall un executed, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted f any money due to him by ARYAVART BANK under the contract or otherwise, or from his security deposit or



the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by the ARYAVART BANK the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35.0 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any "Act of insolvency" or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Architect / Consultant.

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

Or shall assign or sublet this contract without the consent in writing of the ARYAVART BANK through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under:

a) has abandoned the contract; or

b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the ARYAVART BANK through the Architect / consultant written notice to proceed, or

c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the ARYAVART BANK through the Architect / Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the ARYAVART BANK or Architect's / Consultant's instructions to the contrary subject any part of the



contract. Then and in any of said cases the ARYAVART BANK and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days" notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the ARYAVART BANK or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the ARYAVART BANK through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machinery's lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the ARYAVART BANK or architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the ARYAVART BANK sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the ARYAVART BANK. Incidental to the sale of the materials etc.

36.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from ARYAVART BANK from time to time. The ARYAVART BANK shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / Consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / Consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction. The Architect / Consultant may by any certificate make any corrections required previous certificate.

The ARYAVART BANK shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement book.



The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / Consultant shall issue the certificate of payment within a period of two months. The ARYAVART BANK shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

37.0 A. Settlement of Disputes and Arbitration

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

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Regional Manager, Aryavart Bank-Etah and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the ARYAVART BANK be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Regional Manager, Aryavart Bank-Etah in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Regional Manager, Aryavart Bank-Etah in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The Regional Manager, Aryavart Bank-Etah shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision.

- (ii) For conciliation along with all details and copies of correspondence exchanged between him and the ARYAVART BANK.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Regional Manager, Aryavart Bank-Etah for appointment of an arbitrator to adjudicate the notified claims falling



which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

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

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

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

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

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

38.0 Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following condition.

i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.



ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.

iii) In case contractor is permitted to use ARYAVART BANK source of water i.e. Municipal connection, Bore well (new or new) etc., the ARYAVART BANK may consider recovering @1% of contract amount from the final bill of contractor.

38.1 The contractor shall construct temporary well / tube well in ARYAVART BANK land for taking water for construction purposes only after obtaining permission in writing from the ARYAVART BANK. The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the ARYAVART BANK without any compensation as directed by the architect / consultant.

39.0 Power supply

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost, The cost of running and maintenance of the plants are to be included in his tender prices, He shall pay all fees and charges required, by the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

40.0 Treasure trove etc.

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

41.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / consultant shall be final and binding on the corrector.

42.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of ARYAVART BANK /Architect / consultant whenever desired by



them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

43.0 Force Majeure

43.1 Neither contractor nor ARYAVART BANK shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

43.2 As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

43.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties, shall each other to decide regarding the future execution of this agreement.

44.0 Local laws, Acts Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum wages Act 1948 (Amended)
- ii) Payment of wages Act 1936 (Amended)



- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vi) Industrial employment (standing order) Act 1946 (Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act x) Any other act or enactment relating thereto and rules framed there under from time to time.
- xi) Prevailing Indian Electricity rules & act.

45.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect / consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.



SAFETY CODE

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



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PROJECT - BILL OF QUANTITY FOR FURNISHING WORKS.

BANK - ARYAWART BANK

REGIONAL OFFICE ETAH

REGION - ETAH

ALL WORK TO BE DONE AS PER LIST OF MATERIALS

BLOCK BOARD/PLYWOOD/FLUSH DOORS.

(GREEN/ DURO/ARCHID/CENTURY/CORBET.... NO ALTERNATE BRAND FROM THE SAME MANUFACTURER ALLOWED.)

IT IS NECESSARY TO FILL THE RATE OF ALL THE ITEMS MENTIONED BELOW.

ALL ITEM TO EXCLUSIVE OF TAXES.

ALL WORKS TO BE DONE AS PER TENDER CONDITIONS.

S.NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	RATE (Rs.)	AMOUNT (Rs.)
A.	FURNISHING WORK.				
1	ENTRANCE DOOR (WITH ECTHING) (DOOR HEIGHT : 10'-6" ONLY, THE GLASS WILL BE 6MM THICK)				
	Providing and fixing in position partly glazed aluminium entrance doors and windows. Using 63mmx38mm (2mm thick) anodized (Colour - Aluminium Black. Thickness -25.0 microns min.) aluminium extruded section (Make Indal/ Hindalco or equivalent) for horizontal (at 0mm, 1050mm, 2400mm, and ceiling levels) & vertical (at 600mm c/c approx.) divisions or as per site conditions for frame work . It shall have 12mm thick water proof ply. Covered on both side . with 1mm thick laminate (From 0 mm to 1050 mm & from 2400 mm to ceiling levels) in shade and pastern approved by the architect and 8mmthick Float (from 1050mm to 2400mm) both fixed with anodized aluminium beading using neoprene beading and rubber gasket. The job shall also include for provision of laying conduits, switch boxes etc. It shall Include for door shutters.				
	as per required width and height. It shall be made out of 83mmx44mm (2mm thick) for style. Top middle and 100mm x44mm (2mm thick) for bottom rail, made out of anodized (colour - Aluminium /Black, Thickness 25.0 microns min.) aluminium sections for framework . It Shall have 12mm thick water Prop ply. covered on both side, with 1mm thick laminate (from 0mm to 1050mm) in shade and Pattern approved by the Architect and 8mm thick float glass (from 1050mm to 2400mm) both fixed with anodized aluminium beading using neoprene beading and rubber gasket. Each shutter shall include anodized 100mm dia . 2nos. handles, 250mm long lower bolts, floor spring/sliding arrangement /hydraulic door closer (heavy duty), mortise locks, etc. The rate shall include cost of all materials, labour , T & P wastages, etc. required for proper completion of work. The erection of partition, door and windows shall include for expansion bolts cleats, clamps bolts, nuts, screws, rivets and other accessories, all complete to the satisfaction of the Architect. (INCLUDE ENTRANCE DOOR TOP TO BE BLOCKED BY 6MM PLY AND IT IS NOT INCLUDE THE MEASUREMENT).	168.00	sq ft		
2	Low Height (4' HIGH) Wooden Partitions (partly glazed) and flap doors.				
	Providing and fixing of low height wooden partitions made out of 50mmx40mm Kail/ partal wood (with anti -termite) under framing for horizontal (at 0mm, 75mm, 750mm, levels) & Vertical (at 600mm c/c approx.) divisions it shall be covered with 6mm thick water proof ply with 1mm thick laminate, (from 0mm to 1200mm) on both sides. The design shall have 6mm x 4mm grooves (horizontal or vertical), at various level , as suggested by the Architect.				

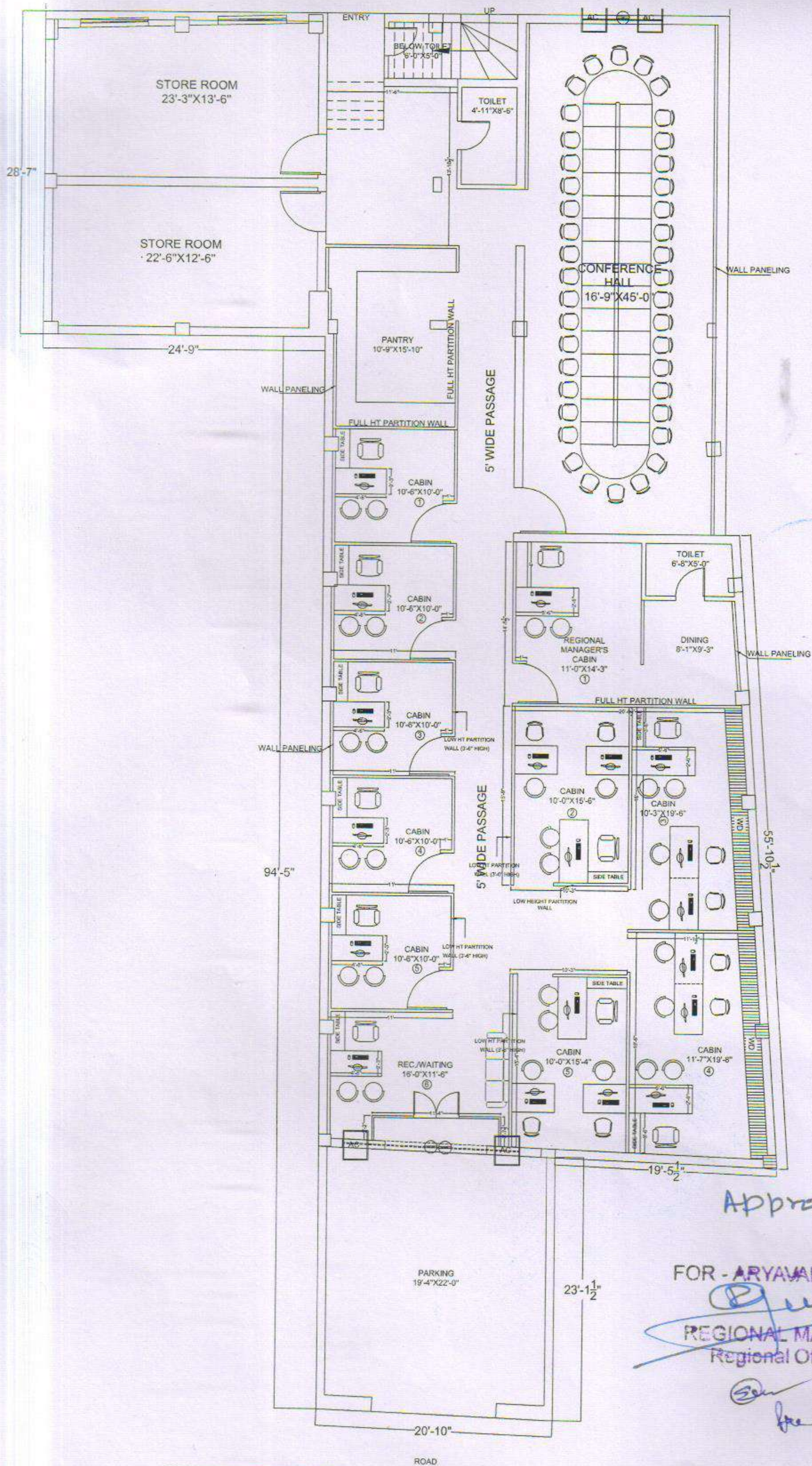


	It shall also have Teak wood edging (size -75mm x25mm as per profile) on all exposed edges with melamine finish. It shall have 12mm thick float glass (from 750mm to 1200mm) fixed with Teak wood beading (size -30mm x 20mm, as per profile) with melamine finish. The job shall also include for provision of laying conduits, switch boxes etc. The erection of partition shall include for expansion bolts up to the satisfaction of the Architect. All flap door opening shall have rebated teak wood framework (size -75mm x 25mm, as per profile) on vertical (2nos.) sides.				
	With melamine finish and rebate of 40mm x 12mm . All complete up to the satisfactions of the Architect. It shall also include for Flap door shutters. As per required width and 1200mm high,. It shall be made out of 75mm x 25mm, kail/partal wood (with anti termite) under framing for styles, top, middle and 100mmx25mm for bottom rail. It shall be covered with 6mm thick water proof ply with 1mm thick laminate, (from 0mm to 1200mm) in shade and pattern approved by the Architect on both side . The design Shall have 6mm x 4mm grooves (horizontal or vertical) at various levels. as suggested by the Architect . Flap door shutters shall have teak wood edging (size -40mm x10mm, as per profile) on all sides, with melamine finish. Each Shutter shall have hinges, floor springs/sliding arrangement /hydraulic door closer (heavy duty), mortise locks, etc. The rate shall include cost of all material, labour, T & P, wastage, etc. Required for proper completion of work , all complete to the satisfaction of the Architect.	400.00	sq ft		
	Low Height (4' HIGH) Wooden Partitions (partly glazed) and flap doors. Refurbished using existing Aluminium sections and overlaying it with 6mm thick plywood and Laminate as per specifications to look the	500.00	sq ft		
3	complete partition as similar.				
	High Level (11' High) Wooden Partitions and flap doors in Conference				
4	Hall & Regional Manager's Cabin.				
	Providing and fixing of low height wooden partitions made out of 50mmx40mm Kail/ partal wood (with anti -termite) under framing for horizontal (at 0mm, 75mm, 750mm, levels) & Vertical (at 600mm c/c approx.) divisions it shall be covered with 6mm thick water proof ply with 1mm thick laminate, (from 0mm to 1200mm) on both sides. The design shall have 6mm x 4mm grooves (horizontal or vertical), at various level , as suggested by the Architect.				
	It shall also have Teak wood edging (size -75mm x25mm as per profile) on all exposed edges with melamine finish. It shall have 12mm thick float glass (from 750mm to 1200mm) fixed with Teak wood beading (size -30mm x 20mm, as per profile) with melamine finish. The job shall also include for provision of laying conduits, switch boxes etc. The erection of partition shall include for expansion bolts up to the satisfaction of the Architect. All flap door opening shall have rebated teak wood framework (size -75mm x 25mm, as per profile) on vertical (2nos.) sides.				
	With melamine finish and rebate of 40mm x 12mm . All complete up to the satisfactions of the Architect. It shall also include for Flap door shutters. As per required width and 1200mm high,. It shall be made out of 75mm x 25mm, kail/partal wood (with anti termite) under framing for styles, top, middle and 100mmx25mm for bottom rail. It shall be covered with 6mm thick water proof ply with 1mm thick laminate, (from 0mm to 1200mm) in shade and pattern approved by the Architect on both side . The design Shall have 6mm x 4mm grooves (horizontal or vertical) at various levels. as suggested by the Architect . Flap door shutters shall have teak wood edging (size -40mm x10mm, as per profile) on all sides, with melamine finish. Each Shutter shall have hinges, floor springs/sliding arrangement /hydraulic door closer (heavy duty), mortise locks, etc. The rate shall include cost of all material, labour, T & P, wastage, etc. Required for proper completion of work , all complete to the satisfaction of the Architect.	1500.00	sq ft		



5	Mortise Lock	5.00	nos		
	Providing and fixing of Mortise locks(Make -Godrej, Product code -9954 or 7 brass - lever with mechanism that deadlocks.				
	Suitable for right handed or left handed, in side or out side opening doors.				
	Safety catch to prevent entry even by key from out side				
	A Special safety provision to prevent accidental lock out.				
	Scratch resistant powder - coated finish.				
	All complete to the satisfaction of the Architect.				
6	Hydraulic Door Closure.	6.00	nos		
	Providing and fixing of hydraulic door closure (Make Godrej, Product code 4539				
	Body manufactured from aluminium extruded alloy machined to extreme				
	Rack and pinion- made of machined alloy steel duly heat treated.				
	Adjustable closing speed				
	Suitable for right hand and left hand opening door				
	Suitable for door/frame mounting				
	Suitable for door weight up to 60kgs.				
	Suitable for 180/100 degree door opening				
	All Complete to the satisfaction of the architect.				
7	Conference Table	70.00	Rft		
	Providing & placing in position Conference Table with top, vertical sides/ dividers, skirting & fascia, made out of 19mm th. Water proof board with 1MM thick laminated (as/shade approved by the Architect) on all exposed surfaces. It shall also have 75mm x 40mm teak wood runners below the top and for footrest below.				
	The job shall include for 6mm x 6mm grooves in between sides and open able drawers and hinged shutters, All the exposed edges of water proof board and ply shall be provided with 6mm thick teak wood/hard wood lipping. All teak wood surfaces shall be melamine polished and other internal surfaces shall be painted with two coats of synthetic enamel over one coat of primer. All complete to the satisfaction of the Architect.				
8	Tables				
A.	Regional Manager table with 10mm glass top size 6'6"x3'0"x2'6".	1.00	No		
B.	Manager table with 8mm glass top size 5'6"x2'6"x2'6".	9.00	no		
C.	Officer Table With 8mm glass top size 4'6"x2'3"x2'6".	2.00	no		
	Providing & placing in position tables with top vertical sides dividers skirting & modesty placed made out of 19mm th. Water proof with 1mm th. Laminate on all exposed surfaces. It Shall also have 75mm x 40mm teak wood runners below the top and for footrest below . Every table shall be provided with a side unit (size -w - 500mm, H-750 D- 500mm approx.) consisting of 150mm deep drawer at top and a cabinet with open able/ hinged shutter below.				
	The fascia of drawer & shutter of cabinet below shall be made out 19mm th. Water proof board with 1mm th. Laminate & sides & bottom of drawer shall be made out of 12mm th. Water proof ply. The side unit shall have CAM lock, handle , guides, sliding, units, hinges, magnetic catcher 's etc. Of approved make. Every unit shall be provided with a keyboard drawer unit (size -W-550mm, H-100mm, D-300mm, approx.) below. The table shall have 100mm deep fascia, below the top in which keyboard drawer unit shall be adjusted. It shall be made out of 12mm thick water proof ply. The unit shall have Cam locks, handles, guides, sliding units et, approved make.				
	The job shall include for 6mmx6mm grooves in b/w sides & openable drawers & hinged shutters. All the exposed edges of water proof board & ply shall be provided with 6mm th. Leak wood/ hard wood lipping. All teak wood surface shall be melamine polished and other internal surfaces shall be painted with two coats of synthetic enamel over one coats of primer. all complete to the satisfaction of the Architect. Every table top shall be provided with 6mm thick float glass (as per profile) with polished and beveled (25mm wide) edges all 'complete to the satisfaction of the Architect.				





Approved

FOR - ARYAVART BANK

REGIONAL MANAGER
Regional Office-Etah

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