

**TENDER FOR INTERIOR FURNISHING, ELECTRICAL AND DATA CABLING WORK
AT BHIMTAL**

ARCHITECT:
M/s Arch Design Architects,
C-32, Mansarovar park, Shahdara, New Delhi-32

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TENDER NOTICE

1. Sealed Tenders are invited in two bid system from reputed contractors as per eligibility criteria listed below for carrying out Interior Furnishing works at 01st floor, Bhimtal branch, Mallital, Bhimtal-263136 as per the specifications given in the tender.

- a) **Name of work:** Interior Furnishing, Electrical, LAN & Air Conditioning works at First floor of Building at Bhimtal above branch premises
- b) **Address:** 01st floor, Bhimtal branch, Mallital, Bhimtal-263136
- c) **Estimated cost:** Rs. 22.00 Lacs. (Excluding GST approx.)
- d) **Earnest cost:** Rs. 1,10,000/- (Rupees One Lakh Ten Thousands only).
- e) **Time of completion:** 30 Days.

2. The following are the eligibility criteria for the contractors to participate in the tender bid:

- a. Average annual financial turnover during the last three-Year ending **31st March, 2024** should be at least **Rs. 18.00 Lacs** (Audited Balance Sheets to be enclosed)
- b. The bidder should have experience of having successfully completed similar works of value as indicated below during the last **7 years ending 31st NOVEMBER 2024**

| Details of Work | Minimum value of each work executed |
|-------------------------------|-------------------------------------|
| Three Similar Completed Works | Rs.9.00 Lacs |
| (OR) | |
| Two Similar Completed Works | Rs.13.00 Lacs |
| (OR) | |
| One Similar Completed Work | Rs.17.00 Lacs |

- c. Similar work means carrying out Interior Furnishing/Decoration and allied works.

Valid PAN, GST registration, valid Trade License and IT return for last three years

- d. Completion certificates of client clearly indicating the nature, job value, date of start and date of completion, indicating whether the works were completed within the stipulated time.
- e. Proper documentary proof supporting the claim in respect of the above criteria.

3. The tender documents may be downloaded from the Bank's Website <https://www.nainitalbank.co.in/english/tender.aspx>. The bidders who download the tender documents from the company website.
4. The tender documents should accompany an Earnest Money Deposit (EMD) of **Rs.1,10,000.00/- (Rupees One Lakh Ten Thousands Only)** by way of DD/Bankers Cheque in favour of The Nainital Bank, Mall road branch Nainital, payable at **Nainital**. Tender documents not accompanied by such EMD would be summarily rejected.

The EMD shall not bear any interest, is non-transferable and will be refunded only after the selection of the L-1 Bidder in the price bid. For successful bidder the EMD will be returned at the end of Defect Liability Period along with the Security Deposit.

5. Time is the essence of contract. The work should be completed in **30** days from the day of handing over of the site.

6. The bid should be sent in two envelopes as follows

Technical bid--

- a. The Technical Bid duly filled in and signed on all the pages and stamped by the tenderer,
- b. Details of the Company Profile
- c. Audited balance sheet for last 3 years, proof of submission of Income tax returns (last 3 years), PAN, trade license, service tax
- d. completion certificate of similar works during the last 7 years,
- e. Empanelment in banks and performance certificate
- f. undertaking as per annexure X, documents supporting the eligibility criteria, along with the EMD should be kept in a separate sealed envelope marked "A" superscribing as "TECHNICAL BID, Tender No. & Title, Name & Address of the tenderer"

Price bid:

The Price bid duly filled and signed should be placed in a separate sealed envelope marked "B" superscribing as "FINANCIAL BID, Tender No. & Title, Name & Address of the tenderer". The Envelope "B" should contain the price bid only.

The sealed envelopes marked A and B should be put in a Master Envelope marked "C" superscripted as "TENDER for Interior Furnishing, Electrical, LAN & Air Conditioning works at 01ST floor, Bhimtal branch, Mallital, Bhimtal-263136"

Sealed tenders duly filled in should be addressed to **Head Office, Nainital bank Ltd., seven oaks building, G. B Pant road, Mallital, Nainital-263001 and send by post only (no by hand bid) before date 28.05.2025, Time 5:00 PM. The bids received after due date will not be accepted**

7. The Technical Bids of the tenders shall be opened on the same day i.e. on Next working day at 10:00 A.M. at the Head office as per above address of The Nainital bank
8. The tenders submitted shall remain valid for acceptance for a period of 100 days from the date of award of Work Order/LOI.
9. In case the day of the opening of the tender is declared as a public holiday or non-functioning of the office due to strike, bandh, etc., the next working day will be treated as the day for such purpose and no separate intimation in this regard will be issued.
10. The Price bid of the Tenderer who satisfies the eligibility criteria and qualifies in the technical bid only will be opened. The date and time of opening of the price bid will be intimated, to the qualified bidders.
11. The Bank reserves the right to accept any/all Tender/s in part or to reject any or all Tenders without assigning any reasons thereof and.
12. **The Nainital bank** in its sole discretion & without having to assign any reason reserves to itself the rights to
 - i. Accept or reject the lowest Tender or any other tender or all the Tenders.
 - ii. Reject the offers not confirming to the tender Terms & Conditions.
 - iii. Reject any conditional and/or incomplete Tender.
13. In case if the Tenderer after being declared successful L-1 bidder withdraws from the bid or fails to start the work within the prescribed time his EMD would be forfeited.
14. The tenderer must carefully read and examine the whole tender document, visit the site, study the technical specifications, drawings etc before submitting the tender. Any discrepancy if found shall be brought to the notice of the **architect / Bank**.
15. No consideration shall be given to a tender received after the expiry of time as stipulated above and no extension of time will normally be allowed for submission of the tender. Late bids received after above mentioned time and date will be rejected. Hence, bidder should send bids in time so that bids may reach well in time before the date and time mentioned in the tender.
16. The Notice inviting tenders, the conditions of tender and duly completed form of tender, Specifications etc. will inter-alia form part of the contract agreement to be executed by the Successful tenderer with the Company.
17. The Tender form shall be signed by a person on behalf of the Organization, who is duly authorized to do so. Each

page of Tender Document shall be properly signed along with seal. The authorization shall be in the form of a legally enforceable written power of attorney which shall be produced on demand.

18. Successful completion certificates along with work orders for works done for different Clients should be furnished along with the Tender documents.
19. In absence of any required document/Certificate, the bidder should clearly indicate in the format as 'not available'.
20. The original bid (Technical bid and financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Contractor themselves. The person who signed the bid must initial such corrections.
21. It should definitely be understood that **The Nainital bank** does not accept any responsibility for the correctness or completeness of this tender document & schedule and is liable to alterations by **The Nainital Bank**
22. Letter of acceptance of tender terms and conditions should be submitted.

Head Premises
The Nainital bank

TECHNICAL BID

PROFORMA- I

PARTICULARS OF THE CONTRACTOR TO BE FURNISHED FOR THE PURPOSE OF PRE-QUALIFICATION

| Sl. No. | SUBJECT | DETAILS |
|---------|--|---|
| 1 | Name of Proprietors/ Firm / Company | |
| 2 | Contact Address, Telephone No., and Email ID | |
| 3 | Year of establishment | |
| 4 | Status of the firm (Company / Firm/ Proprietary) | |
| 5 | Name of Directors / Partners/ proprietor(s) (Please enclose relevant documents/deed) | |
| 6 | Whether registered with the registrar of companies / registrar of firms. If so, mention number and date. | |
| 7 | Whether registered for GST, service tax etc. If so, mention reg. number and date. Also Furnish copies of certificate duly attested. | |
| 8 | Whether the bidder is income tax Assessee. If so, please mention permanent account number. Furnish copies of income tax returns for three years duly certified. | 2021-22: 2022-23: 2023-24: |
| 9 | State Annual turnover of the Bidder with following: 1. A certificate from a Chartered Accountant certifying the turnover figures mentioned. 2. Copies of Audited Balance Sheet, Trading/Revenue A/c and Profit & Loss A/c for these three years duly Certified | 2021-22: 2022-23: 2023-24: |
| 10 | Specify the maximum value of single work executed in the last 7 year in the country. Amount Rs. Year | |

| | | |
|---|---|--|
| 11 | Status and details of disputed litigations /arbitration, if any.i) ii) iii) | |
| 12 | Additional Certificates from any competent authority for the jobs executed | |
| 13 | Documentary proof in support of satisfactory completion of similar work as per eligibility criteria | |
| Note: Where copies are required to be furnished, these are to be certified copies preferably by the concerned agencies | | |
| Seal & Signature of the Contractor | | |

PROFORMA-II

PARTICULARS IN RESPECT OF 3 MAJOR SIMILAR WORKS EXECUTED IN LAST 7 YEARS

| Sl. No. | Name of work/ project with address | Client | Name of Architect/ Architect | Short description of the work | Value of work executed | Stipulated date and time of completion | Actual Date and time of completion | If any delay, reasons for the same |
|---------|------------------------------------|--------|------------------------------|-------------------------------|------------------------|--|------------------------------------|------------------------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note: Should be supported by related documents.

Place:

Date:

Signature of Contractor with seal

FORM OF TENDER FOR WORKS

TO,

**THE HEAD PREMISES
HEAD OFFICE, SEVEN OAKS
BUILDING, MALLITAL, NAINITAL,
263001**

Dear Sir/Madam,

1. I/We, the undersigned having carefully gone through and clearly understood the Specifications, with conditions of contract for the above-mentioned work, do hereby tender to execute and complete the whole of the works strictly in accordance with the said specifications, etc. at the rates set out in the priced bill of quantities.
2. Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender. I/We hereby offer to execute the works specified in the underwritten memorandum within the time specified there in at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the articles of agreement, special conditions, the schedule of quantities, and conditions of the contract and with such conditions of the contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.
3. Should this tender be accepted, in whole or in part, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of the contract annexed hereto and the conditions of tender so far as applicable or in default thereof to forfeit and pay to The Nainital Bank, the sums of money mentioned in the said conditions:
 - a. A sum of **Rs. 1,10,000.00/- (Rupees. One Lakh Ten Thousands Only)** is hereby forwarded as Earnest Money Deposit in form of Demand Draft/Bankers Cheque/Pay order drawn in favour of payable at **Mall Road branch Nainital**
 - b. I/We agree
 - i. That should I/We fail to commence the work specified in the above mentioned memorandum the **Nainital Bank shall** without prejudice to any other right or remedy be the liberty to forfeit the Earnest Money, otherwise shall be retained by **The Nainital Bank towards** security deposit mentioned in the above memorandum.
 - ii. To execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the **Architect/The Nainital Bank and** as per said conditions of the contract.
4. It is understood that the lowest or any tender will not necessarily be accepted and **the Nainital bank** reserves the right to accept or reject any or all the tenders and that **Nainital Bank** is not bound to assign any reason for the same.

The name of the Proprietor /Partners/Directors of our firm are:

Signature of tenderer with seal

Dated theday of2025

TERMS & CONDITIONS OF TENDER

1. The tender form must be filled in English and all entries must be made by hand and written in ink.
2. The tenders must be submitted in the prescribed format only. The tenderers must quote the rates in the schedule of quantities, The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the tenderers and the correct figures and words neatly rewritten. Over writing is not permitted. Applying white fluid for correcting rates and amount is also prohibited.
3. Sales Tax, Service Tax, GST and any other Taxes, will not be paid separately. The Tenderer must take pains to include these charges in the rates quoted, if applicable. No separate claim on this account will be entertained under any circumstances whatsoever. The tenderer shall quote his rates inclusive of cost of materials, corresponding wastages, labour, taxes and duties and cost of transportation of materials to work site etc.
4. The rates are firm and no escalation on any account shall be allowed on the accepted rates.
5. Errors in the schedule of quantities, rates and amount shall be dealt with in the following manner:
 - i) In the event of a discrepancy between the rates quoted in words and the rates in figures, lowest rate will be taken into consideration.
 - ii) In the event of an error occurring in the amount column as a result of wrong calculation the unit rate shall be regarded as firm and the amount shall be amended accordingly based on the quantity given.
 - iii) All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.
6. The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction or addition at the discretion of the company. Payment shall be made on the basis of actual quantities of work done at the accepted rates.
7. No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made the tender is likely to be rejected and invalidated.
8. The tenderer shall also bear all expenses in connection with the preparation and submission of this tender.
9. **EARNEST MONEY DEPOSIT (E.M.D.):**
The tenderer shall deposit an amount of **Rs. 1,10,000.00/- (Rupees. One Lakh Ten Thousands Only)** in the form of a Demand Draft/Bankers Cheque drawn on any scheduled Bank in favor of The Nainital Bank Mall Road branch Nainital, Payable at Nainital at the time of submission of the tender as Earnest Money.

The EMD of unsuccessful tenderers shall be refunded to them without any interest after the decision to award the work to the L-1 bidder is taken. The EMD of the successful tenderer shall be retained as part of security deposit and for the due fulfilment of the contract and subject to the forfeiture clause applicable.
10. **SECURITY DEPOSIT (S.D.):**
Security Deposit shall be deducted from the Total amount of the estimated cost @10% for the period of one year (Defect liability period) . Security Deposit shall not bear any interest. The security deposit shall be retained by the bank till the end of defect liability period and subject to the forfeiture clause applicable.
11. **COMPLETION PERIOD:**
The entire work shall be completed by the contractor **in 30 days from the day of handing over of the site.** The work shall be commenced immediately.

The work is of urgent nature and the completion time schedule should be strictly adhered to by the contractor.
12. The rules and regulations, as prescribed by the office, shall be strictly adhered to and under any circumstances no extra payment will be entertained due to loss of man-days of the Contractor and **the Nainital bank shall** not be liable for such loss.

13. The tenders submitted shall remain valid for acceptance for a period of **100 days** from the date of their opening. Should any tenderer after being declared as successful bidder withdraws his tender or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.
14. It is not binding on **The Nainital bank** to accept the lowest/any tender and reserves the rights to reject any or all the tenders received without assigning any reasons thereof. Further the bank reserves the right to award any portion or portions of the work to any one or different tenderers.
15. The tenderer whose tender is accepted is bound to execute a formal agreement with the Nainital bank in accordance with the draft agreement which will include the notice inviting tender, tender conditions, other papers herein, special conditions, drawings and specifications etc. Irrespective of whether a formal agreement is drawn or not the contractor on being awarded the contract is liable based on acceptance of his tender. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.
16. The compensation or other sums of money payable by the contractor to the **Nainital bank** under the terms of contract may be deducted from his EMD/SD if the amount so permits and the contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
17. The work shall be carried out under the directions and supervision of the Architect and subject to the approval in all respects by **The Nainital bank**
18. On acceptance of the tender the contractor shall in writing at once inform the Nainital bank **and** the Architects, the names of his accredited representatives who will be responsible to take instructions from the Architect/The Nainital bank.
19. The work or any part of it shall not be transferred/ assigned or subject to without the consent of The Nainital bank
20. The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/specialists as may be employed by The Nainital bank **on** other works / sub works in connection with the work.
21. The contractor is required to comply with all acts of Govt. relating to labour rules and regulations including the Workmen's compensation Act, 1923 & Public Liability Insurance Act, 1991, made there under from time to time submit at the proper times all particulars and statements required to be furnished to the labour authorities.
22. Contractor will furnish photos of the completed work to the architect every 15 days.
23. In carrying out the work, the contractor shall comply with the provisions of the safety code, annexed to these papers.
24. The bidder shall furnish an undertaking regarding their non-blacklisting/Left any work abandoned in any of the government department and public sector undertaking/enterprise in India during the last five financial years as per Annexure-X.

1. REMUNERATION

- 1.1 The bank shall pay the Contractor, remuneration for services rendered under the provisions of this Agreement. Provided however, that such remuneration shall be payable only if the Contractor has duly performed all its obligations and covenants under this Agreement and has discharged all its functions and responsibilities to the satisfaction of the Company.
- 1.2 The rate of remuneration for non-tendered items payable by the bank shall be mutually agreed between the bank and the Contractor from time to time, in writing, which shall be read as part and parcel of this Agreement.
- 1.3 The remuneration payable shall subject to deduction of tax at source.

2. MISCELLANEOUS

- 2.1 The Contractor shall not assign, delegate, transfer etc., any of their right/s and/or obligation/s under this Agreement to any third person/s, concern/s, firm/s, company/ies or entity/ies;
- 2.2 The Contractor shall at all times during this Agreement and thereafter, indemnify and keep indemnified the Nainital bank its officers, employees and representatives, from all or any claims, losses, demands, damages, etc, which the Company, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the Contractor, while performing the conditions of this Agreement;
- 2.3 Any amendment and/or modifications to this Agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties;
- 2.4 If any provision contained herein should be held unlawful, becomes incapable of performance by either Party, is rendered void or unenforceable for any reason, that provision shall be severed from this Agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this Agreement.

3. TERMINATION

If the Contractor, in the opinion of the bank, fails or neglects to fulfill any or all terms and conditions of the Agreement, the bank shall be entitled to terminate this Agreement, without assigning any reason, by a written notice of ten (10) days to the Contractor and the Contractor shall not have any right to claim any damage/compensation from the Company for the same.

4. NOTICES

All notices required to be given under this Agreement shall be deemed to be sufficiently given if they are ~~frankly~~ by registered post A.D./hand delivery with acknowledgement to:

The Banking Company at:

NAINITAL BANK LTD.
Head Office, seven oaks building,
Mallital, Nainital-263001

The contractor at:

.....

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of India. The Courts in **Uttarakhand** alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

6. DISPUTE RESOLUTION

In case any dispute/s or difference/s arises between the Parties in connection with any matter relating to this Agreement including termination thereof then at the option of the Company, the same shall be referred to Arbitration by a sole Arbitrator appointed by the Company. The decision of the sole arbitrator shall be final and binding on the Parties. The provisions of the Arbitration and Conciliation Act, 1996 and amendments, if any, thereto shall be applicable to such arbitration. The place of Arbitration shall be NAINITAL and the language of arbitration shall be in English.

7. The original of this agreement shall be with the Company and the signed duplicate or Photocopy of the agreement shall be handed over to the Contractor.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED THESE PRESENTS ON THE DAY, DATE, MONTH AND YEAR WRITTEN HEREINABOVE IN THE PRESENCE OF THE WITNESSES ATTESTING HERE UNDER:

| | |
|----------------------|------------------------------|
| 1. <u>WITNESSES:</u> | For The Nainital bank |
| 2. | For Contractors |

(Signature of Contractor with seal)

CONDITIONS OF CONTRACT

- i. **The Client:** The Nainital bank, scheduled commercial bank
 - ii. **The Architect:** Shall mean architects and engineers, Project Management or in the event of their ceasing to be Architect for the purposes of this contract such other person or persons as shall be nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.
 - iii. **Contractor** shall include his/their legal representatives, permitted assigns, or successors.
 - iv. **The Contract:** Shall mean the tender documents comprising the Notice Inviting Tender, form of tender conditions, the drawings and priced bill of quantities with their preamble, the acceptance thereof, and the articles of agreement, together with the conditions of contract with its appendix and special conditions, if any, the specifications referred to in the conditions, designs, drawings and instructions issued from time to time by the **Architect/Employer** and all these documents taken together are deemed to form one contract and shall be complementary to one another.
 - v. **Bill of Quantities:** Various also termed priced bill of quantities, schedule of rates, shall mean the schedule of quantities originally furnished with the Notice Inviting Tender, duly priced in by the tenderer and accepted by the Client for Inclusion as a part of the contract for determining the consideration payable to the contractor for executing the work and as part of the contract agreement it is also referred to as the contract scheduled.
 - vi. **Net Prices:** If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in a tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the contractor, the total amount of any price cost items and provisional sums of money shall be deducted from the total amount or the tender. The expression "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
 - vii. **The works** (or the work) shall unless thereby something either in the subject or context repugnant to such construction, be considered or taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. Wherever the word "works" is used it shall cover "installation" also under the same definition.
 - viii. **Provisional Items** shall mean items for which only very approximate quantities have been included in the tender documents.
 - ix. **Virtual Completion** of works / installations shall mean the substantial Completion of the works / installations in accordance with the contract and recommended by the Architect enabling the employer to take over the same.
2. **Nainital Bank Ltd. Instructions :** The contractor shall execute the whole and every part of the work in the most substantial and workmanship like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully, to the designs, drawings and instructions in respect of the work given by **Employer** and under the directions and supervision of the Architect and subject to the approval in all respects by Employer who may in their discretion and from time to time issue further drawings, and/or written instructions, directions, details and explanations which are hereafter collectively referred to:
- i. Variation or modification of the design quality or quantity of works of the addition or omission or substitution of any work.
 - ii. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specifications.
 - iii. The removal from the site of any materials brought thereon by the contractor and the

substitution of any other materials thereof.

- iv. The dismissal from the works of any persons employed there upon.
- v. The opening up for inspection of any work covered up.

The contractor shall forthwith comply with and duly execute any work comprised in such instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by Employer shall if involving a variation, be confirmed in writing by the contractor within seven days by and if not dissented from writing within a further seven days by Employer, such shall be deemed to be instructions within the scope of the contract.

Manner of Execution of work: The **Architect /Employer** shall be entitled to, direct at what point or points and in what manner the works are to be commenced, and from time carried on.

Variation to be approved by Employer: Notwithstanding anything herein contained, the **Architect** or his representative shall not, without prior concurrence in writing which will result in the Employer having to pay the contractor any additional sum greater than Rs 10,000/- and all such instructions issued to the employer. The contractor shall submit through the **Architect** a statement of analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance of the Employer under the terms and clause 16 thereof shall form a supplementary schedule of quantities.

3. **Agreement copies to be supplied:** The contract Document shall remain in the custody of the Employer and shall be produced by him at his office as and when required by the **architect** or the contractor. The contractor, on the signing thereof, shall be furnished by the **Architect** free of cost with a certified copy of the agreement and one copy each of all drawings on the works and the Architects/Employer or his representatives shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor he shall, if so required, forth with return to Employer all drawings and specifications.
4. **The contractor to provide everything necessary:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and amounts shall except as otherwise provided cover all his obligations under the contract, and all matters and things necessary for the proper completion of the work.

The contractor shall provide at his own cost all materials (except such, materials if any, as may in accordance with the contract be supplied by the Employer) machinery, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the or substituted taken together whether the same may or may not be reasonably inferred there from, and if the contractor finds any discrepancy in the drawings, or between the drawings, schedule of quantities and specifications, or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Architect/Employer who shall decide which is to be followed, subject to:

- i. Anything shown or contained in any one or other of (a) the drawings, (b) Specifications and (c) the contract schedule and not shown in the others shall be equally binding as if it were contained in each of them.
- ii. Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drawings.
- iii. The following orders of preference shall apply :
 - (a) The drawings, (b) specifications, covered by bill of quantities, (c) Technical specifications.

5a. Contractor to confirm to legal regulations: The contractor shall confirm to the provisions any Act of the Legislature relating to the works and to the regulations and Bye - laws of any authority and if any water, lighting and other companies and/or authorities with whose system the structure is proposed to be constructed, and shall, before making any variations from the drawings or specifications that may be necessitated by so conforming give to **Employer** written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions he shall proceed with the work, confirming to the provisions, Regulations or bye-laws in question and any variations so necessitated shall be dealt with under clause 12 & clause 16.

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

The Employer is entitled to deduct all taxes and rates as per existing laws and rules, from any money due or that may become due to the contractor.

- 5b. The contractor shall take all necessary measures to ensure that the Labour / Workmen are covered under the Workmen's Compensation Act, 1923 and Public Liability Insurance Act, 1991 and such liability if any shall be the sole responsibility of the contractor. The Principal (**The NAINITAL BANK**) shall not be a party in any proceedings arising out of such liability. It is understood that the contractor shall indemnify the employer for all costs and expenses in any legal proceedings."
- 5c. The contractor shall indemnify the Employer from and against all claims, demands, proceedings damages, or to which it may put by reason not confirming to or complying with any of the provisions or requirements of any act or sanction, central or state, rules, regulations, Bye-laws of local authorities, panchayats, collector or any other companies/bodies relating to or in water, power or other amenities at the site.
6. **Contractor Responsible for setting out work:** The contractor shall on the basis of dimensioned drawings and information necessary for the purpose furnished by the Architects set out the works on site at his own expense and responsible for the correctness of the positions, levels, dimension and setting out by the representative of the architect or of the Employer shall amend at his own cost and to the satisfaction of the **Architect/Employer**, any error in the setting out or consequential to wrong setting out, found at any stage during the progress of the work or during the defects liability period after completion of the work.
- 7.1 The contractor shall maintain at the site comprehensive registers, posted up-to-date, showing the nature of the materials/articles/goods, their identification marks, dates and the results of the tests, etc. Such registers shall be countersigned by the representatives of the Architect at site and extracts from the Architect and the Employer. The form of the registers shall be mutually set.
- 7.2 The costs of the sets and of the materials and labour and equipment if any, involved in the testing operations shall be borne by the Contractor in all cases except as otherwise provided for in the contract.
8. **Supervision by Contractor:** The contractor shall give all necessary personal superintendence during the execution of works, and thereafter as long as the **Architects / Employer** may consider necessary until the expiration of the "Defects Liability Period" and satisfied in clause 19 herein. The contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name shall be approved by the Architect and who shall be supervisor in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Architect/Employer to such representative shall be held to have been given to the contractor. If the contractor fails to appoint and keep on the works a competent and qualified representative as aforesaid, **Architect/Employer** shall have powers to suspend the works till such time a competent qualified representative as aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.
9. **Dismissal of workman:** The contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Contractor shall not be again employed on the works without the permission of Architect/Employer.
10. **Access to works:** The Employer, the architect and his respective representatives shall at all reasonable times have free access to the works and /or to the workshops, factories or other places where materials are laying or from which they are being obtained and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorized by the Employer or the architect except the representatives of public Authorities shall be allowed on the works at any time
11. **Work not to be sublet:** The whole of the works included in the contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or sublet the contract or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the contractor from active superintendence of the works during their progress.
- 12.1 **Variation not to vitiate the contract:** No alteration, omission or variation shall vitiate this contract but in case if the **Architect/Employer** thinks proper at any time during the progress of the works to make any alterations in or additions to or omission from or substitutions for the original drawings,

specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof to the contractor, in writing the contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviation from any of the provisions of the contract stipulations, specifications or contract drawings without the previous consent in writing of **Employer** and the value of such extra, alteration, additions or omissions or substitutions shall in all cases be determined by the Architect/Employer with the prior approval in writing of the Employer in accordance with the provisions of Clause 16 hereof, and shall be added to or deducted from the contract amount accordingly.

- 12.2 The supply and execution of any part of the carrying out of any works incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the contractor to extra paying providing that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the drawings and specifications without the said part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings, specifications and schedule of quantities and provided the same may be reasonably inferred thereof.
- 12.3 Similarly, the contractor is eligible for extra time and payment on mutually agreed terms with the Client and the Architect for changing the position of the work from one to another or to a more difficult position than shown in the drawings or described in the specifications or the contract schedule, or the carrying out of work under circumstances not contemplated in the specification or the contractor.
- 13.a **No compensation for alteration in or restriction of work:** If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole or part or parts thereof as specified in the tender to be carried out, Employer shall not give notice of the fact to the contractor who shall not claim for any compensation whatsoever on account of any profit which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work originally contemplated.
- 13.b **Schedule of quantities on standard of measurement:** The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement.
14. **Errors in Bill of Quantities:** No error in description or in quantity or by way of omission of items from the schedule of quantities shall vitiate this contract but shall be rectified and the value thereof as ascertained under clause 16 herein shall be added to or deducted (as the case may be) from the contract amount provided that there shall be no rectification of errors in the contractor's schedule of rates.
15. **Lump sum Provisions in Tender:** When the estimate on which a tender is made includes lump sum in respect of parts 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 Architect, payable by measurement, **Nainital Bank Ltd.** may at its/their discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Architect shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.
16. **Measurement of works:** The **Architect** may from time to time intimate to the contractor and the Employer the required works to be measured, the contractor shall forth with attend or send a qualified agent to assist the Architect or representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required either of them.

Provided that the contractor shall give notice of not less than ten clear days to the Architect or his representative in charge of the work before covering up or placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered or placed beyond reach of measurement any work without the consent of the Architect and his representative in ten days inspect the work and cause the measurements to be made if, any work

be so covered up without the consent of the Architect or his representative-in-charge of the work, the same shall be uncovered at the contractor expense, or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed.

Should the contractor not attend or neglect or omit to send such agent then the measurements taken by the Architect or person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this contract.

The contractor or his agent may at the time of measurement take such notes and details as he may require.

All authorized extra works, omission and all variations made without Architect's knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurement.

17. Price of variation: The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

- i. The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein. The extra work shall not exceed 10% of the total contract value.
- ii. If the rates for the extra, altered or deviated work are not available in the contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule.
- iii. In respect of a contract which incorporates more than one scheduled rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or deviation occurs, shall be taken as the lowest applicable rate in the other schedule similarly, in case (ii) above, if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or deviation occurs, similar or near similar items from the other schedules shall be adopted.
- iv. In the case of additional, altered or deviated work for which rates cannot reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices substantiated by purchase bills/vouchers,
- v. The question as to what particular items, being similar or near similar to the additional, altered or deviated work in the contract schedule are to be adopted for deviation of rates for the additions, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near to similar items in the contract schedule will be decided by the Architect.
- vi. In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the Architect after scrutinizing the analysis and other paper furnished, will allow such rates as he considers reasonable.
- vii. Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender or the period schedule of quantities or, if not stated, then in accordance with the minimum local day work rates and wages for the district, notified by the concerned authority, provided that in either case if required by the Architect, vouchers, muster rolls and other documents required for proper verification of the labour employed and the materials developed on the said work and the costs thereof be delivered to the Architect or his representatives at or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Architect. The margin to be allowed on actual costs to the contractor towards profits and overheads shall be a maximum of 15%.

- viii. **Deviation Limit:** It is the value of which the total executed contract value including authorized

variation in excess of the original contract value, expressed as a percentage and shall be adjusted on the sum total of all additions, omissions, reductions, alterations or deviations covered by authorized variations under clause 2 and 13 of the conditions of contract. The values of prime cost sums shall not be included in calculating the above percentage.

- ix. There shall be no escalation in the price once the price is fixed and agreed by the company with the contractor, but the contractor should agree to pass on to the company any benefit arising out of any subsequent reduction in the price due to reduction in duties and levies so after the prices are fixed, but before delivery of the goods.
18. **Unfixed Materials:** Wherein any certificate (of which the contractor has received payment) the Architect has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of Employer. The contractor shall be liable for any loss or damage to such materials.

- 19. Removal of Improper work, material, etc., :** Client shall, during the progress of the work, have full powers to order in writing from time to time, removal from the works within such reasonable in the opinions specified in the order, of any materials which in the opinion specified in the order, of any materials which in the opinion of the Architect/Employer are not in accordance with the specifications or the instructions or do not confirm to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with unsound, imperfect or skilled workmanship or with materials not in accordance with the contract, notwithstanding that the same may have been passed or certified or, and paid for and the contractor shall fore with carry out such order at his own cost

In case of default on the part of the contractor to carry out such order, the Client shall have the power to make him answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the Architect shall be borne by the contractor, or may be deducted by the Employer from the amount due or that may become due to the contractor.

In lieu of re-execution of any work not in accordance with the contract, Client may in their option allow it to remain but will allow for such work reduce rates. The decision of Employer to exercise his option in this regard and the quantum of reduction to be made in the rate for the item in question shall be final and binding on the contractor.

- 20. Defects Liability Period:** Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period stated in the appendix hereto or if none so stated, within 12 months after the virtual completion of the works arising in the option of the Architect/Employer from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period by Employer and within such reasonable time as shall be stated therein specifying the work, materials or articles complied of notwithstanding that the same may have been passed or/and certified, paid for, be amended and made good by the contractor, at his own proper charges and cost in case of default. The Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages loss and expenses shall upon the Architect certificate, in writing be recoverable from the contractor by the Employer or maybe deducted by the Employer from any amount due or that may become due to the contractor or the Employer may in lieu of such amending and making and by the contractor deduct from any money due to or that may become due to the contractor a sum to be determined by the Architect equivalent to the cost of the amending and making good such work and in the event of the amount retained under clause 27 being insufficient, recover the balance from the contractor, together with any expenses the Employer may have incurred in connection therewith, should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by Employer as provided in clause 11 the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor himself and been subject to the provisions of clause 2 thereof. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Architect of any certificate including the final certificate, or the passing of any accounts.
- 21. Completion certificate:** The works shall not be considered as completed until the Architect has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work within ten days of the completion of work. The contractor shall give notice of such completion to the Architect and the architect shall inspect the work and if there is no defect in the work shall furnish the contractor with certificate of completion. Otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued but no certificate of shall the work considered to be complete until the work as executed, all scaffolding, surplus materials, rubbish and cleaned off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in upon or about which the work was executed, or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Architect. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish as aforesaid and cleaning off dirt on or before the date fixed for the completion

of the work, original or extended in terms of clause 24 herein, the employer after issuing due notice, may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid. The contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. And the expense, if any, so incurred may be recovered from any amount due or that may become due to the contractor by the Employer.

22. Contractor Liable for Damage done:

- i. The contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to the property which may arise from the operation or neglect of himself or contractor's employee whether such injury or damage arise from careless, accident or any other cause whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to building, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as all damage caused to the buildings and works forming the subject of this contract by frost or other inclemency of weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any acts of Government or otherwise and also in respect of any awards of compensation or damages consequent upon such claims.
- ii. The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third party.
- iii. The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved insurer a policy of insurance in the joint names of the employer and contractor against such risks and deposits such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the workmen's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or sub-contractor and shall at his own expenses effect and maintain, until the virtual completion of the contract, with an approved insurer a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract.

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

The Employer with the concurrence of the architect shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

23. Responsibility for safety of building: The Contractor shall be responsible for the safety of the works (including the materials) until they are taken over by the employer and they shall stand at their risk, and be in the sole charge of the contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

24.a. Insurance of the works: The contractor shall insure the work against fire etc. till completion of the work and taking over by the bank

Liquidated damages: If the contractor fails to complete the works by the date stated in the Appendix or within any extended time under clause 26 herein below the contractor shall pay or allow the employer the sum named in the appendix as "Liquidated damages" for period during completion of the work as defined in the contract, and the employer may deduct such damages from any money due or that become due to the contractor.

24. Extension of time: If the contractor shall desire of extension of time for completion of the work on the grounds of his having been unavoidably hindered by such causes as (a) force majeure or (b) any exceptional inclement weather or (c) proceedings taken or threatened by or dispute with adjoining or neighboring owners or public owners or public authorities arising otherwise than through the contractors or (d) the work or delays of other contractors or the architect and not referred to in the schedule of quantities and or specifications or (e) strike or lockout affecting any of the building trades or directly the work or (f) delays in the supply of materials stipulated to be supplied by the employer or any other valid ground, he shall apply in writing to Employer within 15 days of the date of such hindrance an account of which he desires such extension as aforesaid and the architect, if in his opinion reasonable grounds have been shown thereof, may with the previous approval in writing of the employer make a fair and reasonable grounds to the satisfaction of the employer extension of time for completion of contract works, but the contractor shall nevertheless constantly use his endeavour's to prevent delay and shall do all that may reasonable be required of him to proceed with the work expeditiously provided:

- a. that the contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and that the contractor shall suspend the works whenever called upon to do so in writing by the client and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else. Such extension of time as provided in the clause is the sole discretion of the employer.

27 Failure of contractor to comply with architect/Employer Instruction: If the contractor, after receipt of written notice from Employer requiring compliance within a week fails to comply with such further drawings/and/or architect instructions, the employer may employ and pay other persons to execute any such work whatsoever that may necessary to give effect thereto, and all costs incurred in connection there which shall be recoverable from the contractor by the employer on the certificate of the architect.

28 Termination of contract by Employer: If the contractor being an individual or firm:

- a) Commits substantial breach of material terms and conditions contained in the Contract or
- b) Does any Act which is pre-judicial to the interest of the employer and

Shall be unable within 7 days of the notice requiring him to show cause to the reasonable satisfaction of the Architect / Employer that he is able to carry out and fulfil the terms of the Contract and give security thereof if required.

Or if the contractor (whether an individual, firm or an incorporated Company):

- 1) Shall suffer execution to be issued.
- 2) Shall suffer any payments under this contract to be attached by or on behalf of any of the creditors of the contractor,
- 3) Shall assign or subject this contract without the consent in writing of the employer first obtained,
- 4) Shall charge or encumber this contract or any payments due or which may become due to the contractor there under,

Or if the Architect shall certify in writing to the employer that the Contractor:

- i) Has abandoned the contract, or
- ii) Has failed to proceed with the works with such due diligence and has failed to make such due progress as would enable the works to be completed within the time agreed upon by the parties or
- iii) Has failed to commence the works or has without any lawful excuse under these conditions suspended the progress of work for the period of 14 days after receiving the Employer's notice to do so
- iv) Has failed to remove the materials from the site or to pull down and replace work for seven days after receiving written notice from the employer that the said materials or work were condemned and rejected by the Architect / Employer under these conditions.
- v) Has neglected or failed persistently to observe and perform all or any of the Acts, matters or things required by the Contract to be observed and performed by the Contractor for seven days after the receipt of written notice requiring the contractor to observe and perform the same.
- vi) Has to determine and ensure good workmanship or without the consent in writing of the Employer to sublet any part of the Contract.

Then in any of the said clauses, the employer may notwithstanding previous waiver, determine the contract after giving seven days' notice in writing to the contractor but without thereby affecting the

powers of the **Nainital Bank Ltd.** or the obligations and the liabilities of the Contractor, the whole of which shall continue in force as if the contract had not been determined.

The Employer shall also give notice in writing to the contractor to remove his surplus materials at his own cost, and should the contractor fail to do so within a period of 14 days after the receipt thereof by him, the employer shall be entitled to sell the same by public auction.

The architect shall thereafter ascertain and certify in writing what (if anything) in the final accounting is due to or payable to the contractor for the sale of the surplus materials and plants and any loss the employer shall sustain due to the acts attributable to the Contractor shall be adjusted against the final payments to be made to the contractor. For this purpose, the certificate of the Architect shall be the final and conclusive between the parties.

The contractor shall be legally and statutorily liable for all the liabilities incurred for the performance of the Contract till the date of termination.

- 29 **Certificate and payment:** All bills in triplicate shall be submitted by the contractor along with detailed measurements of the work completed at site provided that at least 30% of the work of the accepted value of the tender has been completed at site by the contractor. The architect shall check/take the measurements or cause the measurements to be checked/taken for the purpose of having same verified and to the extent work has been executed in accordance with the contract, issue interim certificate and the employer shall make payment to the contractor on the basis of such certificates within the period specified for honouring interim certificates (in the appendix to the conditions of the contract) During the tenure of this contract, only R.A. Bills whose value is 30% or above of the total job to be executed shall be accepted.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and in accordance with the certificate to be issued by the Architect payments shall be made by the employer within the time named in the appendix as "Instalment after virtual completion". And the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Architect after the expiration of the period to as "the defects liability period" in the appendix hereto from the date of virtual completion or as soon after the expiry of such period as the works shall have been finally completed and all made good according to the true intent and meaning thereof whichever shall last happen. Provided always that the issue by the architect of any certificate during the progress relieve the contractor from his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works or material or to any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or materials which is reasonable examination would not have disclosed. No certificate of the architect shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract neither will the contractors have a claim for any amounts which the architect might subsequently be discovered as not payable and in this respect the employer's decision shall be final and binding

Client shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction. The Architect, may, in any certificate make any correction in any previous certificate which shall have been issued by him. No certificate of payment will be issued by the Architect if the contractor fails to insure the works and keep them insured till the issue of the virtual completion certificate of payment may be refused if the contractor fails to execute the formal agreement within two weeks of his being called upon to do so.

29. Security Deposit / Retention money/ EMD:

Retention money/security deposit/EMD, or the balance of it available with the employer, shall be refunded to the contractor in the manner specified in the Appendix to the conditions of contract and shall bear no interest whatsoever until the date of its return, notwithstanding any provision to the contrary elsewhere in this contract.

30. a) **Forfeiture clause:** The employer has the right to forfeit the EMD / Security deposit if there are reasonable

grounds of the non-fulfilment of the contract subject to the provisions of clause 21 (Defects Liability Period).

31 Arbitration Clause:

- i. All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof on this contract or the rights touching or concerning the works or the execution or maintenance operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract shall be referred to the appointing authority who shall be appointed for this purpose by **Nainital Bank Ltd.** for appointment of sole arbitrator as per the following procedure.
- ii. On the receipt of reference, the appointing authority shall send within 30 days of the receipt of written notice a panel of three names of persons unconnected with the organization for which the work is executed at the material time.
- iii. One of the persons is to be selected from the panel by the contractor within 30 days of the receipt of the name to act as the sole arbitrator, failing which the appointing authority can nominate the sole arbitrator and such nomination would be final and binding.
- iv. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.
- v. The work under the contract shall however continue during the arbitration proceedings and the payments due or payable shall be subject to decision of such proceedings.
- vi. The fees and expenses of the Arbitral Tribunal shall be determined by the consent of the parties and shall be shared equally by the parties to the arbitration proceedings.
- vii. The award of the arbitrator shall be final and binding on both the parties.
- viii. Subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

33. **Right of technical scrutiny of final bill:** The employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstract etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the employer to recover the sum.

34. **When Contractor Dies:** Without prejudice to any or remedies under this contract, if the contractor dies, the employer shall have the option of terminating the contract and the contractor would be compensated to the extent of work done, duly certified by the architect/Architect.

35. **General Indemnity :** The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any Act or Status, Central or State, Rules, Regulations, Bye laws of Local Authorities, Panchayat, Collector or any companies relating to or in connection with the works or to labour or for supply of water, light or other amenities at the site.

36. Bidders must quote their offer in accordance with the format provided in bidding format for the items indicated "rate only" failing which the bid will be rejected.

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS IN RELATION TO INTERIOR WORKS, AIRCONDITIONING WORKS & ELECTRICAL WORKS

1. These specifications are for the work to be done. Items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Architect/Bank.
2. The workmanship is to the best available and of a high standard, use must be made of Specialist tradesman in all aspects of the work and allowance must be made in the rates for doing so.
3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Architects/Bank in accordance with the samples which may be submitted for approval and generally in accordance with the specifications.
4. Samples of all materials including those specified by name of the manufacturer or the brands, trades name or by the reference to catalogue Nos. are to be submitted to the either orders delivered the bulk to site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials be rejected, the same will be removed from the site at the expense of the contractor.
5. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc, for approval of the Architect/ before proceeding with such works.
6. Should it be necessary to prepare shop drawings, the contractor at his own expense prepare and submit at least four sets of such drawings to Architect/ for approval.
7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by architects or by bank.
8. The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Architect before commencing the work.
9. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc, at his own cost.
10. The employer () will provide free water and Electricity to the contractor for the said work. However, both will be delivered at single point

Annexure – X

UNDERTAKING

This is to confirm that I/we M/s _____ (give full address) have not been blacklisted/left any work abandoned in any of the government department/office and public sector undertaking /enterprise in India and central Vigilance commission, in last five years before release of advertisement. If the above information found false at any stage after the placement of Purchase/work Order, **Nainital Bank Ltd.** will have full right to cancel the Purchase/work Order and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by **Nainital Bank Ltd.**, which may be deemed fit at that point of time.

MEMORANDUM

| | |
|--|--|
| 1. Name of the work | Interior Furnishing, Electrical, LAN, Air Conditioning works at first floor above branch premises at Bhimtal Nainital |
| 2. Estimated Cost | Rs. 22 Lacs. (Exc. of GST) |
| 3. Earnest Money Deposit | Rs. 1,10,000.00/- (Rupees One Lakh Ten Thousands Only) |
| 4. Date of Commencement of work | From the date of acceptance of Work order. |
| 5. Period of Completion | 30 Days from the date of handing over of the site. |
| 6. Value of work to be taken for issue of Interim certificate for payment (as per recommendation of the Architect) | 75% of the value of work can be claimed in phases in the form of three(3) running account bills: a. 25% payment against 30% work done.. b. 25% payment against 60% work done c. 25% payment against 90% completion of work Remaining to be released after completion of work and handed over to the satisfaction of the architect and Nainital Bank Ltd. |
| 7. Retention percentage to be deducted from RA Bills as Security Deposit | 10% of the gross value (Including EMD) of the bill |
| 8. Defects Liability period | 1 year from the date of completion as certified by the Architect. |
| 9. Refund of Security Deposit | 100% of Security Deposit & EMD refunded after expiry of Defects liability period as per the recommendation of the Architect |
| 10. Liquidated Damages | 1% of the Contract value per week or part thereof subject to a maximum of 10% of contract value/final bill amount. |
| 11. Period of Final Measurements | 15 days. |
| 12. Period of honoring Interim Certificate for payment | 15 days. |
| 13. Period of honoring final - Certificate for payment: | 30 days. |

LIST OF APPROVED AND NOMINATED MANUFACTURERS/ SUPPLIERS OF INTERIOR MATERIALS

| Sr. No. | LIST OF NOMINATED MATERIALS & SUPPLIERS | SUGGESTED MAKE LIST |
|----------|---|---|
| 1 | INTERIOR WORK | |
| | MDF / Plywood | NUWUD / Century / Asain / Archid / GREENPLY or equivalent |
| | Laminated sheet | Archidlam National/ Formica/ Greenlam/MERINO |
| | Veneer | Green / Duro / Century / Timex / Anchor or equivalent |
| | Particle board (only for modular w/s & storage Unit) | Archidply /Greenlam/Century equivalent ISI make |
| | Acrylic sheet | ICI, GE or equivalent ISI make |
| | Marine grade plywood | Century, Kitply, Greenply, Anchor, Orchid, Prince |
| | Adhesive | Fevicol / Araldite/Anchor or equivalent |
| | Solid Surfaces (Curion) | DUPOINT/HI-MAC/ STARON OR equivalent |
| | Marine grade Block Board | Century, Kitply, Greenply, Anchor, Orchid or equivalent |
| | Flush Door | Century, Kitply, Greenply, Anchor, Orchid or equivalent |
| | Polish | Asain / Dulex or equivalent |
| | Latex | MM Foam or equivalent ISI make |
| | High density foam | U Foam or equivalent ISI make |
| | Locks | Godrej / Hafle / Hettich / Ebco or equivalent |
| | Storage Hardware | Godrej / Hafle / Hettich / Ebco or equivalent |
| | Screws / Nails & other accessories | GKW / Nettleford or equivalent |
| | False Flooring | Kebao , Armstrong , AMF or equivalent |
| | Vinyl Flooring | Armstrong ,gerflor, Eurotex , |
| | Carpet | Unitex, Armstrong, |
| | Wooden laminated flooring | Pergo / Armstrong / Euro / Squarefeet or equivalent |
| | Plain/Toughened glass | Saint- Gobain, Indo Asahi , Modi or equivalent |
| | Hardware for general staff areas | Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent |
| | Hardware for main Glass doors (patch fittings) | Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent |
| | Door Closers (general use) | Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent |
| | Floor springs (general use) | Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent |
| | Floor springs for main glass doors | Dorma / Euro/ Ozone / Enox / Ebco /Hamco or equivalent |
| | Aluminium Sections for Partitions | Jindal / Tata steel or equivalent |
| | False Ceilings: Gypsum | India Gypsum / Saint Gobin / Asia |
| | False Ceilings: Grid (As Approved) | Armstrong / AMF or equivalent |
| | False Ceilings: Grid (Metal Ceiling) | Unimech / AMF / Armstrong / |
| | GI Sections | India Gypsum / Saint Gobin / Jindal or equivalent |
| | Acoustical False Ceilings: Mineral fiber board | Armstrong, Hunter Douglas / Peritex or equivalent |
| | POP Punning | Gyprock / India Gypsum / Birla |
| | Paint | Asian / Nerolac / Dulex / Berger or equivalent |

| | | |
|----------|---|---|
| | Exterior Paint | Asian / Nerolac / Dulex / Berger or equivalent |
| | ACP (Exterior / Interior) | Alstone / Eurobond /Alucobond |
| | Cylicon | G E / Dow corning / Wacer |
| | Rolling / Vertical Blind | Vista / Peritex / Winfab / MAC or equivalent |
| | Frosted Film | Garware or equivalent |
| | Aluminum Skirting - 50mm | Jindal or equivalent |
| | Water Proofing | Pidilite or equivalent |
| | HardWood | Salwood / Teakwood/kapoor |
| | Automated Rolling Shutter | Gandhi Automation/Toshi Automatic Systems/Akash Rolling Shutter |
| | Glass | Saint Gobin / equivalent |
| | | |
| 2 | Plumbing | |
| | CP Fitting | Jaquar /Hindware or equivalent |
| | Sanitary Ware | Hindware / Cera / Parryware or equivalent |
| | Sanitary Fittings | Jaquar /Hindware |
| | Geyser | Bajaj / Sphere Hot / Crompton /Racold / V Guard / Havells |
| | Stainless Steel sink | Nirali / Diamond or equivalent |
| | C.I. Pipe | Bengal Iron Corporation or equivalent ISI make |
| | Urinal Partition Glass | Merino / Saint Gobain/ Modi / Asai |
| | GI Pipe | Tata/ Jindal / Zenith or equivalent |
| | CP Fitting | Pince /Astral or equivalent |
| | PVC & CPVC Pipe | Pince /Astral or equivalent |
| | | |
| 3 | Civil Work | |
| | Ceramic Tiles/vitrified homogeneous glazed tiles. | HR Johnson, Kajaria, Nitco,ASL or equivalent |
| | Cement | Ultratech , ACC , JK Cement , Ambuja |
| | Chemical Pasting (Tiles) | Pidilite , Fosroc , Eurokart |
| | Steel | Sail ,Tisscon , Ispat , Tata |
| | | |
| 4 | Electrical | |
| | Light Fittings | Philips / Wipro / Osram / Havells / Crompton G. |
| | MCCB, MCB , RCCB, DB, ICTPN TP, HRC Fuse, cahnge over switch, switch fuse Unit | L&T, ABB, Legrand, Siemens, Schneider |
| | FRLS insulated Elec. Wire/ cable armourd, unarmoured, Sheathed,unSheathed, flexible LT cable, Multi core, single core cable, flat cable | Finolex/Ploycab/Havells/RR kabel/KEI |
| | PVC conduit(HEAVY DUTY ONLY) | CAP/Finolex/Polycab |
| | PVC insulated copper conductor Wires | Finolex/ Polycab/RR Cable |
| | Distribution Box | Legrand/ Schneider/ ABB/Siemens |
| | MCB & MCCB | Legrand/ Schneider/ ABB/Siemens/L&T |

| | | |
|----------|--|--|
| | Light Fixture & Lamps | Philips/ Wipro Osram / Havells / Crompton G./ Halonix |
| | HT cable | Polycab/Havells |
| | Modular Switches | ABB/ Legrand/ MK/ANCHOR/ELLEYS/ROMA |
| | DLP Trunking | Legrand/Schneider or equivalent |
| | Power cable | CCI/ Skytone/ Universal/ LAPP/ Torrent |
| | End Termination | Raychem/ Mahindra/ELMEX |
| | PANEL | Crompton/L&T/C&S |
| | Fan | Crompton/Havells/Bajaj/Usha |
| | Raceway & Alu. Trunking | Tata/Jindal/Zenith |
| | Casing Capping | Finolex/Cap or equivalent |
| | Weather proof socket outlet with MCB | ABB/MDS/LEXIC/Neptune/Elcon- Clipsil, Siemens, Schneider (Merlin Gerin) |
| | Miniature Circuit Breaker | ABB/MDS/LEXIC/ Clipsil/Siemens/HPL |
| | Earth Leakage Circuit Breaker | MDS/LEXIS/Siemens/HPL |
| | MCB Distribution Boards in sheet steel housing (double door) | ABB/MDS/LEXIC/Siemens/HPL |
| | | |
| 5 | Distribution | |
| | MV Contractor/Timer/Relays/Starters | Legrand/ Schneider(MG)/ ABB/Siemens/L&T |
| | Moulded case circuit breakers | Legrand/ Schneider(MG)/ ABB/Siemens/L&T |
| | SFU/Fuses | HPL/ L&T. Siemens, GE Power, Schneider (MG) |
| | ACB | Schneider(MG)/ ABB/Siemens/L&T |
| | Single Phase Preventer (Current base) | L&T, Minilec |
| | Raising Mains & Tap Off (Power coated) | Zeta, C&S, Siemens |
| | MV Switchboards (Powder Coated) | Tricolite Electrical Industries, conlec Enginners Pvt. Ltd, Vidyut Control Pvt Ltd., Trinitron Milestone Switchgear, Unilec Ltd, Madhu Electrical Advance Electro Control Pvt Ltd. |
| | | |
| 6 | Low Tension System | |
| | Light & Fan Wire | Polycab, Finolex, Havells |
| | Telephone Wires | Delton, Skyline, Finolex, Rallison, Batra Henley |
| | Telephone Tag Blcoks | Krone / Pouyet/ TVS |
| | | |
| 7 | Cables and Accessories | |
| | 1100Volts grade Cables | CCI, Universal, Fort Gloster, Polycab, RPG (Asian), Nicco |
| | Cable Lugs | Dowells |
| | Cable compression Glands | Peeco/ Comet |

| | | |
|-----------|--|--|
| | Cable Trays / Cable ladders | Slotco, Bharti, RICCO, Pilco, MM Enterprises |
| | | |
| 8 | Metering & Protection | |
| | Cast Resin current transformers | Gilbert Maxwell, Kappa AE, Precise |
| | Meters (Digital) | L&T Roshab, Automatic Electric, Siemens, Socomex |
| | Selector switches | HPL/L&T Salzer, Kaycee |
| | Indication lamp | L&T Vaisno Teknic |
| | KWH Electronics Digital Meter | Secure, L&T, Enercon, Socomec- HPL |
| | | |
| 9 | EPABX | |
| | Exchange/ Console Panel | Copper connection, Flash Hymax, Accord CG, Tata Telecom, Panasonic |
| | CVT | Logicstat, Blue Bird, Selvon, Max Power |
| | UPS | HPL- Socomec, Tata Liebert, APC, Invensys, Copper Connection |
| | Hand Set | Beetel, Tataphone, Crompton |
| | Tape off | Cat Vision, Shyam |
| | | |
| 10 | Electrical Items | |
| | Panel Switch Gear & related Item | |
| | LT Panel/Bus Duct | By any Panel manufacturer who process C.P.R.I. certificate for specified fault level & IP level protection |
| | Fuse Disconnect switch/switch fuse unit | L&T, Siemens/ Schneider/ABB/Legrand |
| | Ammeter Voltmeter | AE/L&T/MECO/Rishab |
| | Digital Meters/ Intelligent Multifunctional Digital meter | AE/HPL/CONZERV |
| | Selector Switch, Push button switch / emergency switch | KAY CEE/ L&T/ Siemens/ Schneider |
| | Indication Lamp | AE/L&T/Siemens/ Schneider |
| | CT's | L&T / AE/ Kappa |
| | AT's | L&T/Siemens/ Schneider/ legrand |
| | Voltage stabilizer for air conditioner (4/5KVA)(170-270V) | V Guard/Microtek |
| | Air Conditioner - Split Inverter AC(5 star) - (.75 ton - 1ton, 1.5 ton, 1.8ton-2ton) | Daikin/Blue Star/ Carrier |
| | Air Conditioner - Cassette Inverter AC(5/4/3 star) - (2.9 ton - 3.5 Ton) | Daikin/Blue Star/ Carrier |
| | | |
| 11 | Transformer | |
| | Distribution Transformer | Jindal /Areva/ Muskan/Alstrom |
| | 11 or 33 KV VCB | Crompton/ Alstom/ ABB |
| | HT Termination & Jointing kit | Ray Chaem / Mahindra/ ELMEX |
| | Cable Glands | Dowells / Siemens/Braco |
| | Lugs & Thimbles | Dowells / Johnson |
| | Upto & including 11KV cables (ISI marks) | CCI/ Skytone/ Gloster/ Havells |
| | Insulating Mats | ISI Marked |

| | | |
|-----------|--|---|
| | Capacitor Bank (ISI marked) | GE Power/ BHEL/EPCOS/ L&T |
| | Lightning Arrestor | Altas/ Alstom/ GE power |
| | Protection & Other Relay | ABB/ Siemens/ Schneider/ L&T/ Allen Bradley |
| | | |
| 12 | Internal Wiring Related Works | |
| | MCB/RCCS/Isolators (ISI) marked MCB DB | L&T Siemens/ Schneider/ Legrand |
| | PVC Conduit | CAP / BEC/ Seiko/ AKG |
| | PVC insulated copper wire (ISI marked) | Skyline/ Finolex/ Havells/ Ploycab |
| | Telephone Cable | Skytone/ Delton/ NICCO/Polycab/ Finolex |
| | Switch, TV & Telephone socket & boxes (Modular Type) | CPL/ Legrand/ABB/Anchor |
| | | |
| 13 | Miscellaneous Items | |
| | Lightning Protection Unit | Erico/ Pheonix/ INDELEC |
| | Relays | L&T/ABB/Siemens/BCH |
| | Contractors | L&T/ GE Power/BCH/ Siemens/ABB |
| | Changeover switch | C&S/Havells/ L&T/HPL |
| | KWH, PF, Frequency meter | BHEL/ AE/Havells/ L&T/ALSTOM |
| | Push Buttons | L&T/ Siemens |
| | Timers | L&T/ Legrand/ Schneider/Siemens/GE |
| | Timer Switch | L&T/ Legrand/ Schneider/Siemens/GE |
| | | |
| 14 | Networking | |
| | Switches | Brocade/Cisco/Digi-Link/3Com/Nortel/Foundry/D-Link |
| | Patch Panel,Patch cord and I/o | Digi-Link / Tyco(AMP) /Schneider/D-Link |
| | Cable | Digilink/Clipser/National/Polycab/Lapp/Finolex |
| | Racks | ComRack / HCL / ValRack / APW President |
| | | |
| 15 | Modular | |
| | Extruded aluminum sections | Hindalco, Sant aluminum, Midi extrusions |
| | Pre laminted particle board | Action Tesa, Associate Décor, Asis, Century (interior grade -2) |
| | PVC lipping | Rehau, Dolkin |
| | Hinges/storage and pedestal locks/minifix fittings/sliding channels etc. | Ebco, hafele, Hettich or equivalent |
| | 8 mm Glass | Modi, Saint gobain, Asahi |
| | Door locks for cashier cabin | Godrej, Enox, Doorset, Ultra, Ebco |
| | Hydraulic door closer | Yele, Enox, Everite, Ebco |
| | Powder coating | Paramount, Narolac |
| | Fabric for panel | Response |
| | MDF | 8mm / 10mm / 12mm / 18mm MDF |

The above material list is only indicative and equivalent material may be used. Prior Approval from Bank / Architect to be obtained for any material to be used at site.

NOTE:-

- 1. In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the Architect / Bank. The preference of make/brand of the material listed above will be decided by the Architect/ Bank. The make/brand of any item will be as mentioned in the drawings issued by the Architect.**
- 2. The contractor shall provide samples of all materials mentioned in the list of makes as required by the Architect. A written approval of these samples shall be sought prior to commencement of any work. Architect / Bank reserves the right to enquire the genuineness of any material used at site directly from the manufacturer/dealer.**