

PUNJAB NATIONAL BANK

Invites

**Online tender for
Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank's
Building at Sector 32, Gurugram**

**Punjab National Bank,
General Services Administration Division,
East Wing, 1st Floor,
Plot 4, Sector 10,
Dwarka, New delhi -110075
e-mail: - renovation@pnb.co.in**

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THE TENDER DOCUMENT CONSISTS OF 75 PAGES ONLY.

NOTICE INVITING TENDER

1. Online tenders are invited on item rate basis on behalf of Punjab National Bank from intending, bonafide & experienced contractors, reputed firms (proprietary/ partnership) /company / organization registered in India under Partnership Act, 1932 / Companies Act, 1956 and their subsequent revisions / amendments, who fulfill the eligibility criteria mentioned in the tender documents for **Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank's Building at Sector 32, Gurugram.**

Tender schedule will be as under:

1.	Tender Reference	HO: GSAD/Gurugram building/2023-24/1
2.	Date of commencement of Tender download	27.06.2023 from 1115 hrs
3.	Last date and time for acceptance of queries	04.07.2023 upto 1400 hrs
4.	Last date and time for downloading tender	11.07.2023 till 1700 hrs
5.	Last date and time for online Bid preparation and Hash Submission	11.07.2023 till 1700 hrs
6.	Last Date for Physical Bid Submission and Online Bid re-encryption	12.07.2023 till 1400 hrs
7.	Date and Time of Opening of Technical cum Eligibility Bid	12.07.2023 from 1500 hrs
8.	Cost of Tender Document	Rs. 1,770/- non-refundable i/c GST @ 18% (Rupees One Thousand Seven Hundred and Seventy Only) in the form of Demand Draft in favour of Punjab National Bank payable at Delhi
9.	Earnest Money Deposit	₹ 62,100 (Rupees Sixty Two Thousand and One Hundred only) in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) (from any Scheduled Commercial Bank other than our own Bank) or online payment in non-customer account of the procuring office of Bank. Firms registered as MSME's shall also submit EMD.
10.	Validity of Tender	90 days from opening of commercial bid
11.	Estimated Cost of Project	₹ 3100177.73 i/c of all taxes (Rupees Thirty One Lakhs One Hundred and Seventy Seven and Seventy Three Paise only)
12.	Time of Completion	60 days

13.	Place of Physical Bid Submission & Opening of Bids	Chief Manager (Civil), Punjab National Bank, General Services Administration Division, East Wing, 1st Floor, Plot 4, Sector 10, Dwarka, New delhi - 110075 e-mail: - renovation@pnb.co.in , Tel: 011-28044109
14.	Contact Person	Manager (Civil), Punjab National Bank, General Services Administration Division, East Wing, 1st Floor, Plot 4, Sector 10, Dwarka, New delhi - 110075. e-mail: - renovation@pnb.co.in , Tel: 9651540233

Bank will be following the e-procurement process. The complete details of the requirements for participation in the e-procurement process of the Bank are available on the website <https://etender.pnbnet.in> which may be referred for details & clarification. It is mandatory for the bidder to get itself registered on Bank's website for submission of online bids.

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website (www.pnbindia.in & <https://etender.pnbnet.in>) wherever feasible. Further, please note that commercial bid opening date and time will be intimated to the technically qualified bidders at a later date.

- Online tenders are invited on item rate basis on behalf of Punjab National Bank from experienced contractors, reputed firms (proprietary/ partnership)/ company/ organization registered in India under Companies Act, who fulfill the eligibility criteria mentioned in the tender documents for **Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank's Building at Sector 32, Gurugram** against Payment of Rs. 1,770/- non-refundable i/c GST @ 18% (Rupees One thousand Seven Hundred and Seventy Only), in two envelope system containing (1) Technical Bid (2) Commercial bid. Tender purchase fee of Rs. 1,770/- non-refundable i/c GST @ 18% (Rupees One thousand Seven Hundred and Seventy Only) may be submitted in form of demand draft in a separate envelope with **EMD**. Commercial bid shall be submitted online.
- The Bidders intending to participate in this tender are required to get enrolled on the Bank's website i.e. <https://etender.pnbnet.in> Enrolment on the above mentioned website is mandatory.
- As the bids of the Bidders have to be digitally signed by the Electronic/Digital Signature of the respective Bidder before submitting the bids online, the bidders are advised to obtain Electronic/Digital Signature Certificates (Class III & above both encryption & Signing) in order to bid for the tender.
- The Tender Documents containing detailed terms & conditions can be downloaded online directly from the portal <https://etender.pnbnet.in> (or pnbindia.in) as per tender schedule attached and shall be submitted online.
- All the bidders are required to submit Demand Draft in favour of Punjab National Bank, Delhi of Rs. 1,770/- non-refundable i/c GST @ 18% (Rupees One thousand Seven Hundred and Seventy Only) towards the cost of tender document by 12.07.2023 till 1400hrs, failing which, the bids shall be summarily rejected.

7. Bidders may submit their queries regarding any technical clarification before 04.07.2023 upto 1400hrs. No queries shall be entertained after last date fixed for acceptance of queries.
8. Clarifications of Bank on RFP may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal till 11.07.2023 upto 1700hrs after clarification on queries. No deviation on the above shall be entertained by the Bank thereafter.
9. Based on the clarification of conditions by the Bank, an intending bidder shall submit its unconditional acceptance on the prescribed format along with tender document.
10. Price bid of only those bidders shall be opened who submit their tender in line with requirements of tender documents and are acceptable to the Bank and the bidder who do not submit the EMD & tender fee in the form of Bank draft, as the case may be, their tenders shall be summarily rejected.
11. First Tender Fee & E.M.D. Envelope shall be opened, and the hard copy of the same should be submitted on time i.e. on or before 12.07.2023 till 1400hrs only then technical bid shall be opened online. Hard copy i.e. the Demand Draft in favour of Punjab National Bank/ Proof of payment for an amount of ₹ 62,100 (Rupees Sixty Two Thousand and One Hundred only) towards EMD and Tender Fee amount of Rs. 1,770/- non-refundable i/c GST @ 18% (Rupees One thousand Seven Hundred and Seventy Only) in form of Demand draft is to be submitted physically by the bidder in the office of the **Chief Manager (Civil), Punjab National Bank, General Services Administration Division, East Wing, 1st Floor, Plot 4, Sector 10, Dwarka, New delhi -110075 Tel: 01128044109, E-mail: renovation@pnb.co.in** on or before 12.07.2023 till 1400hrs.
12. The price bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participants or representatives of participant bidders as per the schedule attached. The Date for opening of commercial bids shall be intimated later.
13. The Tenders shall be valid for a period of not less than 90 days after the date of opening of price bid/commercial bid online.
14. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Delhi and only the courts of Delhi shall have the jurisdiction to determine the same.
15. Please note that bid preparation, hash submission, bid submission and re-encryption are compulsory activities, failing which bidder will not be able to submit the bids online.
16. For any further information/Queries please contact **Chief Manager (Civil), Punjab National Bank, General Services Administration Division, East**

Wing,1st Floor, Plot 4, Sector 10, Dwarka, New delhi -110075 Tel: 01128044109, E-mail: renovation@pnb.co.in.

17. The Bank reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.
18. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
19. Please note that, on tendering procedure through the electronic tendering system refer to the Instructions for Using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>.
20. Bidder must submit documentary proof in respect of all above mentioned criteria while submitting the proposal. Proposal of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
21. This tender is for procurement of works. Hence, firms registered as MSE's have to submit the EMD (Earnest Money Deposit) and tender fee. Exemption on submission of EMD is not applicable in procurement of works.

Chief Manager (Civil)

PURPOSE OF TENDER

Bank intends to execute the following works for proper upkeep of Bank's building at Sector 32, Gurugram:

- 1) Chemical based treatment over whole terrace of area approx. 1700 sqm and preparatory grading works before waterproofing over an area of approx 500 sqm which is heavily damaged.
- 2) Treatment of building joint with polysulphide treatment and repair of canopy at various places.
- 3) Repair of plaster at parapet and various places as required.
- 4) Exterior paint at places where plaster is to be re-done.
- 5) Repair/ Replacement of ACP cladding.

ELIGIBILITY CRITERIA

1. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the tender document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation and bid submitted by them shall be summarily rejected.
2. This invitation of bids is open to all intending, bonafide & experienced contractors (proprietary / partnership / private / limited company) registered in India under Partnership Act, 1932 / Companies Act, 1956 and their subsequent revisions / amendments, provided they fulfill the minimum eligibility criteria as below. Consortium/Joint Ventures and Special Purpose Vehicles are not eligible for the tender and the bid, if any, submitted by them shall be summarily rejected. Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid.
3. The proposal should adhere to the following minimum eligibility criteria:

S. No.	Minimum Eligibility Criteria
1	<p>The Bidder should have satisfactorily completed similar works during last 7 (seven) years ending last day of the month of May 2023 with Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette/ Scheduled Commercial Banks or its subsidiaries/Private organizations should be either of the following: -</p> <p style="text-align: center;">1. One similar nature work amounting to Rs. 24.81 Lakhs</p>

	<p style="text-align: center;">Or</p> <p style="text-align: center;">2. Two similar nature work amounting to Rs. 15.51 Lakhs</p> <p style="text-align: center;">Or</p> <p style="text-align: center;">3. Three similar nature work amounting to Rs. 12.41 Lakhs</p> <p>Similar work means work of Civil Repair including Waterproofing of terrace of office / commercial / institutional buildings executed under one agreement having cumulative value greater than required value. Cumulative works executed under rate contract shall not be treated as one work.</p> <p>Components of work executed other than those included in definition of similar works shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of the same.</p> <p>The bidder should either himself/ herself be authorized applicators / contractors of original manufacturers of waterproofing chemicals / products or he/ she will have to engage Associate Agency for Waterproofing Works after award of work and has to submit details of such agency(s) conforming eligibility condition as defined in the bid document to the Bank within 7 days after award of work. Valid documentary evidence to support the same has to be submitted with the bid. Bids received without such valid documentary evidence will be summarily rejected.</p> <p>The successful bidder has to get the specialist firm approved by the Bank before getting the agency on-board. The composite contractor and the associated specialized agencies shall give required affidavit to confirm their association. Tender accepting authority may approve change of agency in case it is required during the currency of the contract.</p> <p>Certificates of satisfactory completion of similar work should be issued by an Authority not below the rank of Executive Engineer/Chief Manager of Principal Employer / Client department and the same are to be uploaded on Bank's website along with supporting documents.</p> <p>In case the similar work/s is of private nature other than Central/State Government/ Central Autonomous Body/ Central Public Sector undertaking/ City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S. Traces/ Certificates for such works issued by respective Principal Employer/ Clients.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.</p>
2	<p>The minimum average annual turnover of Bidder for the last three financial years i.e. 2020-21, 2021-22 & 2022-23 must not be less than Rs. 9.31 Lakhs. Bidder to upload audited Balance sheet, Profit & Loss statement and trading account details for these financial years, if applicable.</p> <p>The multiplication factor of 7% per annum simple interest is not applicable on the Annual Financial Turnover figures.</p>

3	<p>The Applicant should not have been black-listed/ barred by any Central/ State Government Department/ Central Autonomous Body/ Central Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette/ Public Sector Banks etc. Further, similar eligible works should not have been carried out on Back to Back basis and the Applicant shall have to furnish undertaking as under. An undertaking in this regard is to be submitted to Bank by Bidder (on stamp paper of Rs.100/-)</p> <ol style="list-style-type: none"> 1. <i>“I/We have not been black-listed/ barred by any office of Punjab National Bank and / or Department of Financial Services, Govt. of India and / or regulators like RBI, SEBI, IRDA, etc. or Central debarment list maintained by Department of Expenditure, Ministry of Finance, Government of India.</i> 2. <i>“I/ We undertake and confirm that eligible similar work(s) has/ have not been got executed through another agency on back to back basis.</i> <p><i>Further that, if such a violation comes to the notice of the Bank, then I/ we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to forfeit the entire amount of Earnest Money Deposit.”</i></p>
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Note: The bidder must submit the Compliance Statement failing which the bids may not be taken for further evaluation.

3. The bidder should be Class-I local supplier. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum “local content” as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision. The “local content” requirement to categorize a supplier as “Class-I local supplier” is minimum 50%. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
4. **Verification of “local content”:** The “Class-I local supplier” with the bid document shall be required to submit self-certification the bidder meets the local content requirement for “Class-I local supplier”. Declaration regarding the same as per format given in the tender.
5. Bidder must submit documentary evidence in respect of all above mentioned criteria while submitting the proposal. Proposal of bidder who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
6. Bidder has to upload scanned and legible copies of all supporting documents on Bank’s e-procurement website <https://etender.pnbnet.in> for its scrutiny.
7. The Bank reserves the right to request for any additional information and also reserves the right to reject or accept the bid of a bidder, if in the opinion of Bank

the qualification data is incomplete or the bidder is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future.

INSTRUCTIONS TO BIDDERS

1. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a three-envelope bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system.

1.1 TECHNICAL BID

TECHNICAL BID will also contain the Compliance statement as per the Terms & Conditions mentioned in the Tender Documents, and NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders confirming compliance to all the terms & conditions of Tender document shall be short-listed for commercial stage.

1.2 COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short listed, will be opened.

2. SUBMISSION OF BIDS

2.1 Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> the Bank by using their digital certificates of class II and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The Tender document and further corrigendum, if any can also be downloaded from Bank's website www.pnbindia.in. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. The commercial bid should be submitted online only.

Envelope No.1- Tender Cost & EMD – Marked Cover-I

Envelope No.1 shall contain Cost of Tender Document of **Rs. 1,770/- non-refundable i/c GST @ 18% (Rupees One thousand Seven Hundred and Seventy Only)**, in the form of Demand Draft which shall be non-refundable along with **Earnest Money Deposit (EMD)** of ₹ 62,100 (Rupees Sixty Two Thousand and One Hundred only). EMD shall be accepted in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) (from any Scheduled Commercial Bank other than our own Bank) or online payment in non-customer account of the procuring office of Bank. This envelope shall be super scribed **"Tender Cost and EMD for Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank's Building at Sector 32, Gurugram"**

Envelope No. 2 – Technical Bid – Marked Cover-II

Envelope No. 2 shall contain technical bid (one set of duly signed tender document except commercial bid). Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents. This envelope shall be super scribed “**Envelope No. 2 - Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank’s Building at Sector 32, Gurugram** Both Envelope No. 1 and Envelope No. 2 shall be contained in Envelope No. 3 super scribed “**Envelope No. 3 – Cover-III – TENDER for Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank’s Building at Sector 32, Gurugram**”

Both Envelope No. 1 and Envelope No. 2 contained in Envelope No. 3 should reach the below mentioned address before the final date & time of bid submission mentioned in the tender schedule.

**Chief Manager (Civil), Punjab National Bank,
General Services Administration Division,
East Wing,1st Floor, Plot 4, Sector 10, Dwarka,
New delhi -110075**

3. CONTENT OF DOCUMENTS TO BE SUBMITTED

- i. Documents required in Technical Bid Envelope (Sealed Cover):
 - a) Bidders undertaking letter
 - b) Supporting documents as per Eligibility Criteria
 - c) Performance/Completion Certificate from clients
 - d) Bidder Information
 - e) Acceptance of Compliance Statement
 - f) Self Certification for Local Content
 - g) Duly signed Tender document and corrigendum, if any
 - h) Power of attorney in favour of authorized person signing the Bid documents.
 - i) Certificate of Incorporation & Partnership Deed, if applicable
 - j) PAN No.
 - k) ESI & EPF Registration, if applicable
 - l) GST Registration No.
 - m) Copy of last three years audited balanced sheet, Profit & Loss Statement, Balance Sheet and ITR.
 - n) List of similar work completed in last 7 (Seven) years with details enclosing completion certificate from the principal employer / clients along with the names of two responsible clients/ persons with address & telephone number who will be in position to certify about quality as well as past performance of your organization.
 - o) List of Govt./ Quasi-Govt. Deptt. and other organizations of repute with whom the company is empanelled.
 - p) Certificate of being authorized applicators / contractors of original manufacturers of waterproofing chemicals / products

Note:

- a. All pages of the bid documents must be signed by authorized person.
- b. All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3...
- c. Commercial bid to be submitted in e-procurement process only. No hardcopy of the same be enclosed with the supporting documents.

d. Earnest Money Deposit & Tender Document cost (Sealed Cover= **Envelope No.1-Tender Cost & EMD – Marked Cover-I**).

4. PRELIMINARY EXAMINATION

4.1 Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

4.2 The bid determined as not in order as per the eligibility criteria will be rejected by the Bank. The decision of the Bank is final towards evaluation of the bid documents.

5. EVALUATION AND AWARD CRITERIA

5.1 After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank. First, received bids will be evaluated based on the eligibility criteria. Technical bids of only those bidders satisfying the eligibility criteria will be evaluated.

5.2 Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps.

5.3 PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.

5.4 The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders in support of eligibility criteria.

5.5 The award of contract will be based on evaluation of technical and commercial bids.

LETTER SUBMITTING TENDER
(To be submitted in the letter head of the bidder)

**Chief Manager (Civil),
Punjab National Bank,
General Services Administration Division,
East Wing, 1st Floor, Plot 4,
Sector 10, Dwarka,
New Delhi - 110075**

Dear Sir,

**Reg: Work of Waterproofing, aluminium cladding and miscellaneous repair at
Bank's Building at Sector 32, Gurugram**

1. Having visited the site and examined the drawings, conditions of contract, special conditions of contract, general specifications and detailed specifications, schedules and bill of quantities for the execution of the above named works, we offer to complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document No or such other sum as may be ascertained in accordance with the said conditions of contract.
2. We undertake to complete and deliver the whole of the works comprised in the contract within the stipulated time stated in the tender.
3. We have independently considered the amount of liquidated damages shown in the Appendix to form of tender hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.
4. We agree to abide by this tender for the period of 90 days from opening of Price Bid/Commercial Bid or extension thereof as required by the Bank from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the tender, to which we give our consent and agree to abide by the same.
6. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
7. We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation whatsoever.
8. I/we have deposited Earnest Money ₹ 62,100 (Rupees Sixty Two Thousand and One Hundred only) by _____ which amount is not to bear any interest. I/we do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/we fail to execute the contract when called upon to do so.

Dated this day of _____ 2023.

Signature _____ in the capacity of _____ duly
authorized to sign tenders for and on behalf of _____
(IN CAPITALS)

Tender submitted on _____ before _____ P.M.

LETTER OF TRANSMITTAL
(To be submitted on letter head of the Bidder)

**Chief Manager (Civil),
Punjab National Bank,
General Services Administration Division,
East Wing, 1st Floor, Plot 4,
Sector 10, Dwarka,
New Delhi - 110075**

Dear Sir,

Reg: Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank's Building at Sector 32, Gurugram

Having examined the details given in Press advertisement and tender document No for the above work, I/we hereby submit the relevant information.

1. I/We here by certify that all the statement made and information supplied in the enclosed forms A to D and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:-

S No	Name of the Work	Value of Work	Date of Completion	Certificate issued by

“Certify that the information given in the enclosed tender documents is correct. It is also certified that I/we shall be liable to be debarred, disqualified / cancellation of bid in case any information furnished by me/us found to be incorrect.”

Enclosures:

Date of submission

SIGNATURE(S) OF APPLICANT(S)
Seal of applicant

APPENDIX TO FORM OF TENDER

1	Defects Liability period	12 Months from date of virtual completion of work. Virtual completion of the project will be certified and recorded by Engineer-In-Charge of the Bank
2	Date of Commencement	Date of start of work shall be reckoned from 7 th day of issue of award letter or date of handing over of site, whichever is later.
3	Time of completion	60 days from the date of commencement of work.
4	Period of Final Measurements	1 (One) months from the Date of Virtual Completion
5	Liquidated Damages	0.5% of the contract amount shown in the tender per week subject to the ceiling of 7.5% of the accepted contracted sum.
6	Minimum Value of work for Interim Certificate	Rs. 15 Lakhs (This value shall be difference of work done of consecutive bills).
7	Total Security Deposit	8% of the contract amount
8	Retention Percentage	8% of the gross value of each interim bill with maximum of 5% of the contract value
9	Period of Honouring Certificate	15 days from date of receipt of certificate from the Engineer In Charge
10	Refund of retention money	Retention Money will be refunded within 30 (Thirty) days after expiry of defects liability period provided, the contractor has satisfactorily carried out all the works attended to all defects in accordance with the conditions of the Contract, including the site clearance. After completion of work, security deposit can be refunded after obtaining a Bank Guarantee of equivalent amount for a time period till the end of defect liability period plus claim period. Bank Guarantee should be from any Scheduled Commercial Bank other than Punjab National Bank. Claim period would be considered as mentioned on Bank Guarantee or 03 Months after the end of defect liability whichever is later.
11	Performance Security	Performance Security shall be 3% of the value of the contract. Performance Security shall be inclusive of EMD. It shall be in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) (from any Scheduled Commercial Bank other than our own Bank) or online payment in non-customer account of the procuring office of Bank. Performance security for works shall be returned to the party within 14 after virtual completion of work
12	Guarantee against Waterproofing Works	For waterproofing works contractor has to submit a Bank guarantee, valid for the guarantee/ warranty period of 10 years, for an amount equivalent to 10% of the cost of such works. Alternately, Bank shall deduct 10% of the cost of such works and keep in deposit for guarantee/ warranty period of 10 years and return the amount after completion of guarantee/ warranty period subject to satisfactory performance of the work during the defect liability period.

BIDDER'S INFORMATION

1. Name
2. Constitution
3. Address
4. Names & Addresses of the Proprietor/Partners/Directors, as applicable
5. Name of Contact Person(s) with their Mobile Numbers
6. Office Telephone, Fax, e-mail
7. PAN No.
8. GST No.
9. Manpower Employed

ARTICLES OF AGREEMENT

AGREEMENT

This agreement is made at on..... Day of..... 2023 between Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking Act 1970) having its Corporate office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075 and its General Administration Department at (Hereinafter referred to as "The Bank " which expression shall be deemed to mean and include its successors, administrators and permitted assigns) of the one part & (herein after called "the Successful Bidder/Contractor" which expression shall be deemed to mean and include its successors, administrators and permitted assigns) of the other part.

WHEREAS the Bank is desirous of executing work of **Waterproofing, aluminium cladding and miscellaneous repair at Bank's Building at Sector 32, Gurugram** and has by letter of acceptance dated.....accepted a tender by the Contractor for the execution, completion & maintenance of such work.

After discussion, the Bank and the bidder agree to enter into this agreement on the terms and condition set out hereunder:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to:
2. The following documents, terms and conditions contained therein shall form and construe as integral part and parcel of this agreement and be read as part and parcel of this agreement, viz.
 - a. Original tender document duly signed and stamped on each page by the authorised signatory of the bidder;
 - b. Relevant correspondence letters / communications forming parts of contract and referred to in acceptance letter;
 - c. Acceptance of Award of Work;
 - d. Bill of quantities ;
 - e. Corrigendum/Addendums (if published) ; and
 - f. Other additional documents as may be required.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.
4. In consideration of payment to be made by the Bank to the successful bidder as hereinafter mentioned, the successful bidder hereby covenants with the Bank to perform execute, complete and maintain the work in due respects and in conformity with the provision of the contract and tender documents.
5. The Bank hereby covenants to pay the Contractor/successful Bidder in consideration of the execution, completion of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.

6. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration by a sole Arbitrator to be nominated by the competent authority of Punjab National Bank in accordance with Arbitration and Conciliation Act 1996 and the Rules and Regulations framed thereunder, as may be amended from time to time. The award made in pursuance thereof shall be binding on the parties.. Venue of arbitration shall be at Delhi and the language shall be English. The Parties to the arbitration shall bear their own costs. The Arbitrator shall give a reasoned award.
7. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Delhi and only the courts of Delhi shall have the jurisdiction to determine the same.
8. Notices as required by the agreement that shall be entered with the successful bidder shall be sent to the addresses as would be mentioned first therein or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

SIGNED AND SEALED AND DELIVERED BY THE

Said

Said

(Name)

(Name)

on behalf of the Contractor

on behalf of the Bank

In the presence of

In the presence of

Name:

Name

Address:

Address:

This form is included in the tender documents only for the information of the bidders. Only the successful bidder will be in due course, required to complete the form.

GENERAL CONDITIONS OF CONTRACT (GCC)

Except where provided for in the description of the individual items in the Schedule of quantities and in the specification and conditions laid down herein after and in the drawings, the work shall be carried as per standard specifications and under the directions of the Bank.

1. INTERPRETATION

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

- i. **Employer:** The term employer shall denote Punjab National Bank with their Head Office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075, and any of its employees or representative authorized to act on its behalf.
- ii. **The Bank:** The term Bank shall mean Punjab National Bank, the Employer.
- iii. **The Engineer in charge:** The term means Engineer of the Bank deployed to look after the work.
- iv. **Contractor:** The term Contractor shall mean M/S _____ (name and address of the Contractor) and his/their heirs, legal representatives assigns and successors.
- v. **Site:** The site shall mean the site for **Waterproofing, aluminium cladding and miscellaneous repair at Bank's Building at Sector 32, Gurugram** where the works are to be executed including any building and erections thereon allotted by the employer for the Contractor's use.
- vi. **Site Engineer:** The Site Engineer may be appointed by the Bank. The Bank may also determine the number of Site Engineers and the supporting staff at site office- to assist him/ her and also whether the Site Engineer shall be temporary or permanent. As far as possible, the Site Engineer should assume charge of his post before the Contractor reports onsite of work. Where more than one Site Engineer is appointed, one of them shall be designated as Senior Site Engineer by the Bank and the other Site Engineer shall be reporting to the Senior Site Engineer.
- vii. **Drawings:** "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Bank and such other drawings as may from time to time be furnished or approved in writing by the Bank. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied or any other instruction, which may be given by Bank during the execution of the work.

All drawings relating to work given to the contractor together with copy of schedule of quantities are to be kept at site and the Bank's Engineer shall be given access to such drawings or schedule of quantities whenever necessary. In case any detailed Working /Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and /or dimensioned sketches thereof and have it confirmed by PUNJAB NATIONAL BANK's Engineer prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at

least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon

- viii. "The Works" shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works
- ix. "Contract" means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced bill of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- x. "Specification" means the specification annexed to or issued with these conditions and includes Indian or British or other approved standard specifications where required by the specification and where such a specification is not available, the specification approved by the Bank and the Engineer.
- xi. "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- xii. "Market rate" means the rate as prevailing in the market and recommended by the Bank and as approved by the Bank on the basis of cost of materials, labour, plant etc. inclusive of any tax, duty, etc. at the time of execution of work.
- xiii. "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Amending Statutes.
- xiv. "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- xv. Order of precedence for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the Contractor shall be as per the decision of the Employer and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.
 - a) Schedule of Quantities.
 - b) Drawings.
 - c) Special Conditions
 - d) General Conditions.
 - e) C.P.W.D specifications
 - f) Bureau of Indian Standards specifications.
 - g) State P.W.D./General Engineering Practice.
 - h) Integrity Pact.

Any ambiguity observed shall be brought to the notice of Employer and shall be executed only after obtaining approval from the Employer. In case of any ambiguity between the above, the most stringent one shall follow.

2. SCOPE OF WORK

The work consists of **Work of Waterproofing, aluminium cladding and miscellaneous repair at Bank's Building at Sector 32, Gurugram** in accordance with the "Schedule of Quantities". Civil, Furnishing works e.t.c. are within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer and to furnish and install such detail with Employer's concurrence only, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer or his representative may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Employer's instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work; or
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification; or
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof; or-
- d) The demolition removal and/or re-execution of any work executed by the contractors; or
- e) The dismissal from the work of any persons employed there upon; or
- f) The opening up for inspection of any work covered up; or
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's or his representative's instructions, provided always that verbal instructions, Directions and explanations given to the contractor's or his representative upon the works by the Employer or his representative shall, if involving a variation, be confirmed in writing to the contractor(s) within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Employer or his representatives. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer as provided in Clause "Variation/Deviation" hereunder.

The contractor shall set up necessary field testing equipments for day to day testing of materials like slump test for concrete, moulds for preparing concrete cube test samples, silt content and bulkage of sand etc.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work

The scope of works involves completing the construction of the building fit for occupation, which also involves & means submitting As-Built Drawings to statutory authorities, Water Supply & Sanitary, Electrical Board Authorities and any such other statutory/ regulatory authorities, arranging for their Inspection of works, rectifications, following up with them for securing their permissions/ clearances no objection

certificates, sewerage, water & electrical connections. Bank shall make necessary payments directly to the concerned authorities on demand & against receipts or reimburse such charges to the contractor on production of demand notices & paid receipts. The successful contractor shall make necessary liaisoning works including making submission of applications to the statutory authorities for obtaining above mentioned services, clearances & completion/ occupation certificates and no extra payment will be considered by Bank.

3. VISIT OF SITE

Intending Bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of the works, facilities of transport conditions, effective labour and materials, accesses and storage for materials and removal of rubbish. The Bidder shall provide in their bid for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in drawings. The successful Bidder will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERS

The e-tender should be submitted by bidder duly priced and also digitally signed.

The schedule of quantities shall be filled in as follows:

- i. The rates column to be filled.
- ii. The employer reserves the right to reject the lowest or any tender.

The Bank reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

The bidders should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item should be correctly worked out and self-supporting. The Employer may call upon a bidder for the detailed analysis of any or all of the rates shall be quoted/submitted by the Contractor. The Employer shall not be bound to recognize the Contractor's analysis.

The works shall be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges shall be allowed in this connection. In the case of lump sum charges in the tender in respect of any item of works, the payment of such items of work shall be made for the actual work done on the basis of lump sum charges as shall be assessed to be payable by the Employer and the same shall be binding on the Contractor.

The Employer has power to add to, omit from any works as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing to the Contractor. However, no addition, omission or variation shall be made by the Contractor in any of the works without authorization from the Employer, and any such variation by the Bank shall not vitiate the contract.

The bidder shall note that his bid shall remain open for consideration for a period of 90 days from the date of opening of the tender (Price Bid).

5. CONTACTING THE BANK

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

6. CLARIFICATIONS OF BIDS

The Bank to assist itself in the examination, evaluation and comparison of bids may, at its discretion, ask any bidder for a clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

7. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank at its sole discretion may, for any reason, modify the Bidding Documents through amendments. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in and <https://etender.pnbnet.in>) and shall be binding on all who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take into account the amendment if any, while preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

8. MODIFICATION AND WITHDRAWAL OF BID BY THE TENDERER

8.1. Modification of the submitted bid shall be allowed on-line and the bidder may modify and resubmit the bid on-line only before the deadline of Bid Hash Preparation. For modification of e-bid, bidder has to rework and upload/resubmit digitally signed modified bid on bank's e-tendering portal i.e. <https://etender.pnbnet.in>.

8.2. Bids once submitted will be treated as final and no bid may be modified subsequent to the deadline for Bid Hash Preparation.

8.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified in tender documents. For withdrawal of bid after the end date of online bid submission, the bidder will have to make a request in writing to Tender Inviting Authority of Bank. Withdrawal of bid may be allowed till issue of work order with the following provision of penal action:

- a) If the request of withdrawal is received before fixing the date for opening of price bid, the EARNEST MONEY DEPOSIT submitted by bidder will be forfeited and bidder will be debarred for 6 months from participating in tenders in Punjab National Bank. The price bid of remaining technically qualified bidders will be opened and the tender process shall go on.
- b) If the request of withdrawal is received after fixing the date for opening of price bid, the EARNEST MONEY DEPOSIT submitted by bidder will be forfeited and bidder will be debarred for 1 year from participating in tenders in Punjab National Bank. The price bid of all technically qualified bidders including this bidder (if he found technically eligible) will be opened and action will follow as under:
- c) **If the bidder withdrawing his bid is other than L-1, the tender process shall go on.**

d) **If the bidder withdrawing his bid is L-1, the re-tendering shall be done.**

9. AGREEMENT

The successful contractor shall sign a Contract Agreement as per enclosed proforma shall pay for all stamps and legal expenses, incidental thereto. The contractor shall submit Indemnity Bond, Guarantee Certificates for specialized works in stamp papers as per Bank's approved proformas

9 A. PERMITS AND LICENCES

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

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

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Employer. The costs of storing, transporting, etc., of all materials including those under Government control are to be included by the tenderer in his quoted rates.

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

10. RELATIONSHIP BETWEEN PARTIES:

The engagement of bidder shall not constitute the appointment of either Party as the legal representative or agent of the other Party. This engagement is on a Principal to Principal basis between the Parties hereto. No Party to this engagement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided.

11. PUBLICITY

In connection with the transactions contemplated by this engagement/agreement each Party agrees that it will not use other Parties name, marks, symbols, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written or oral, without the prior written consent of such other Party.

12. NON-EXCLUSIVITY:

It is expressly agreed that the engagement/agreement between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/ engage one or more contractors/ agencies/ service providers to provide the like services or/ and work concurrently during the currency of engagement.

13. GOVERNMENT AND LOCAL RULES

The Contractor shall confirm to the provisions of all local Bye-laws and acts relating to the work and to the regulations etc. of the Government and local authorities and of any company with whose system the structure is proposed to be connected. The Contractor shall give all notices required by said act, rules, regulations and Bye- laws etc. and pay

all fees payable to such concerned administrative/municipal authorities for execution of the work involved. The cost if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses etc. He shall indemnify the employer against such liabilities and shall defend all actions arising from such claims or liabilities.

14. TAXES AND DUTIES

The bidders must include in their quoted bid prices all duties, royalties, cesses, labour cess, GST or any other taxes or local charges, as applicable. TDS shall be deducted at source and the certificate in respect of TDS shall be issued by the Bank as per rule. Any variation in taxes and duties and/or imposing any new taxes and duties during currency of contract or extended period shall be borne by the bidder. No claim whatsoever on this account shall be entertained.

15. PROVISIONAL SUM (P.S.)

All provisional sums described in the schedule of quantities as P.S. shall be exclusively allotted to the purchase of materials and not for any handling and fixing to be done by the Contractor. Such cost of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this head shall be absolutely at the discretion of the Employer. The Contractor is liable to make payments for these materials to the suppliers on certificate or orders issued by the Employer and shall realize them through his bills from the Employer.

16. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire work but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore and the same shall be binding on the Contractor.

17. OTHER PERSONS ENGAGED BY THE EMPLOYER

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other agency or persons and Contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work.

18. TOTAL SECURITY DEPOSIT

The Total Security Deposit on the contract should be 8% of the contract amount. Total Security Deposit comprises of the following:

i) Earnest Money Deposit

The bidder will have to deposit EMD for an amount of ₹ 62,100 (Rupees Sixty Two Thousand and One Hundred only). EMD shall be accepted in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) (from any Scheduled Commercial Bank other than our own Bank) or online payment in non-customer account of the procuring office of Bank.

EMD of unsuccessful bidders will be returned within 30 days of declaration of result of technical evaluation. The employer is not liable to pay any interest on the Earnest Money.

ii) Retention Money

- a) The retention percentage (i.e. deduction from the interim bill) shall be 8% of the gross value of each interim bill.
- b) The maximum amount of retention money shall be 5% of the contract value
- c) The retention money will be refunded within 30 days after expiry of defects liability period provided he has satisfactorily carried out all the works, attended to all defects in accordance with the conditions of the Contract, including the site clearance.
- d) After completion of work, Retention Money can also be refunded after obtaining a Bank Guarantee of equivalent amount for a time period till the end of defect liability period plus claim period. Bank Guarantee should be from any Scheduled Commercial Bank other than Punjab National Bank. Claim period would be considered as mentioned on Bank Guarantee or 3 months after the end of defect liability whichever is later.
- e) Bank guarantee if any submitted by the contractor/ bidder shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

19. PERFORMANCE SECURITY

- a) Performance Security shall be 3% of the value of the contract. Performance Security shall be inclusive of EMD.
- b) Performance security shall be accepted in form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) (from any Scheduled Commercial Bank other than our own Bank) or online payment in non-customer account of the procuring office of Bank.
- c) Performance security for works shall be returned to the party within 14 after virtual completion of work

20. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

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

The Contractor shall supply, fix and maintain at his own cost for the execution of work, all tools tackles, machinery and equipment and all the necessary centering, scaffolding, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings all other erections, matters and things and Contractor shall take down and remove any or all such

centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered to do so and shall fully reinstate and matters and things distributed during the execution of works to the satisfaction of the Employer.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.

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

21. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

Time of completion

The entire work is to be completed in all respects within the stipulated period stated in the Appendix-I. The work shall be deemed to commence on seventh day from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as completed until the Employer have certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

Extension of Time

If, in the opinion of the Employer the works be delayed

- a) By reason of instruction from the employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or
- b) By the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or
- c) By reason of authorized extra and additions or
- d) By reason of any combination of workmen or strikes or lock-out effecting any of the building trades or
- e) From other causes which the employer may consider are beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract, shall make fair & reasonable extension of the time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the Contractor shall immediately give the Employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of Employer as to the period to allow for an extension of time for completion hereunder (Which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being granted, determine and declare

the final completion date. The provision in clause 20.4 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.

Progress of work

During the period of execution the Contractor shall maintain proportionate progress on the basis of a programmed chart submitted by the Contractor immediately before commencement of work and agreed to by the Employer. Contractor should also include planning for procurement for scarce material well in advance and reflect the same in the programmed chart so that there is no delay in completion of project. A Progress report of the work is to be submitted by the Contractor fortnightly in the format approved by the Employer.

Liquidated Damages

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

0.5% of the contract amount shown in the tender per week subject to the ceiling of 7.5% of the accepted contracted sum. Any delay beyond this, Punjab National Bank shall be free to terminate the contract and get the work done from an alternate source at the risk of the contractor.

22. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

The Contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all artificial light required for the work to complete the work within the specified time.

The contractor shall arrange for temporary latrines and other welfare provision as per the applicable labour laws for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles cisterns, water tanks etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

Protective- Measures: The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

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

The contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of materials: The contractor shall maintain proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials and remove same on completion.

Godown shall be erected / provided for storing about six weeks' requirement of material. Structure shall be water-proof from all the sides and top. Material should be stored one feet-above the ground level and have pucca/ wooden raised floor.

Tools: Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Bank. All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement shall be supplied by the contractor.

The mistries and the supervisors on the works shall carry with them always a one metre or two metre steel tape, a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract. The contractor should cover in his rates for making provision for all reasonable facilities for the use of his scaffolding, tools and plant etc., for their work and no claims shall be entertained afterwards by the Employer in any case whatsoever.

23. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The Contractor shall confirm to the provisions or any acts of the legislature relating to the work, and to the regulations and by-laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have renovated and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Employer written notice, specify the variations proposed to be made and the reasons for making them and apply for instructions thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

The Contractors shall arrange to give all notices required for by the said acts, regulations or By- laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, and damages to buildings, roads or member of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

24. CLEARING SITE AND SETTING OUR WORKS

The site shown on the plan shall be cleared of all obstructions, grass, plants, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

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

25. BENCHES

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of Salwood post of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of Salwood post on the center lines of columns, walls, inside and outside faces of foundation trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Enter line of walls, columns etc., may be clearly indicated and checked at any time if it is so required.

26. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS FROM THE SITE

The Contractor shall keep the surroundings of work places free from water, debris and excess / waste materials at his own expenses Electrical or other power driven equipment to the satisfaction of the Employer for the purpose, until the site is handed over to the Employer. The Contractor shall arrange for the disposal of the same so accumulated to the satisfaction of the Employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

27. ACCESS

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

28. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed by the Contractor in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Employer during the execution of the work, and to his entire satisfaction.

If required by the Employer the Contractor at his own cost shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of sample, transporting, testing etc. shall have to be borne by the Contractor. No extra payment on this account would in any case be entertained by the Employer.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales taxes, octroi, GST and other charges and must be the best of their kind available and contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer when so directed by the Site Engineer and a written approval from Employer must be obtained prior to placement of order of such materials.

During the inclement weather the Contractor shall suspend works for such times as the Employer may direct and shall protect from damage all work during course of execution. Any damage (during repair & renovation) to any part of the work for any reason due to rain, storm or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost to the Bank.

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

The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

Contractor to carry out all mandatory tests as per CPWD specifications besides the tests required to be done as ordered and desired by the Bank to prove that quality of material conforms to tender provisions. Cost of such tests shall be borne by the contractor and no extra payment in this regard shall be payable.

29. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal of any materials etc. from the work within such reasonable time or times as may be specified in the order which in the opinion of the Employer are not in accordance with specification or instructions. The employer shall have the said powers in case of the substitution or proper re-execution of any work executed with materials or workmanship is not in accordance with the drawings and specifications or instructions. In case the Contractor refuses to comply with the order the Employer shall have the power

to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the Employer. Such expenses or costs paid by the Employer shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor.

30. SITE ENGINEER

The term "Site Engineer" shall mean the person posted at site by Employer to superintend the work. The Contractor shall afford the Site Engineer every facility and assistance for examining the works and materials for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the Contractor or to sanction any day work, additions, alterations, deviations, or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer shall have power to give notice to the Contractor or to his foreman of non- approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Engineer from the Bank; but such examination shall not in any way exonerate the contractor from the obligation to remedy and defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause, the Contractor shall take instruction only from the Employer.

31. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer. The Contractor shall engage at least one experienced Engineer as Site-in-Charge for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labourers on the work as far as possible. No labourer below the age of eighteen years and who is not an Indian national shall be employed on the work. Any Labourer supplied by the Contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his Representatives, shall always be deemed to be a person employed by the Contractor.

The Contractor shall comply with the provisions of all applicable labour legislations, rules and regulations framed thereunder, including but not limited to the requirements of:-

- a. The payment of Wages Act
- b. Employer's Liability Act
- c. Workmen's Compensation Act
- d. Contract labour (Regulation 7 Abolition) Act, 1970 and Central Rules 1974
- e. Apprentices Act 1961
- f. Minimum Wages Act
- g. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved, harmless and indemnified against all the claims under applicable labour laws or otherwise, if any, of the workmen or any other person and all costs and expenses as any be incurred by the Employer in connection with any claim that may be made by any workman or any other person. The successful bidder shall be responsible for settling any claim / compensation against any and all damages and accidents caused due to negligence on the part of his employees/workers

engaged by it for fulfilling the obligations under this agreement and keep Bank indemnified from any compensation / liability.

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

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

32. DISMISSAL OF WORKMEN

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

33. ASSIGNMENT

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part, share or interest therein nor, shall take a new partner without written consent of the Employer and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

34. (a) PROTECTION OF WORKS AND PROPERTY

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Punjab National Bank's properties from injury or loss arising in connection with the contract. He/ She shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He/ She shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his temporary / permanent / contract employees/workers engaged on the works and shall comply with all applicable provisions of state/central Government and local bodies including all applicable safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to the place of work.

The Contractor shall be responsible for all injury to the worker or workmen or persons, animals or things and for all damages to the project works, materials, equipment, structural and / or decorative part of property which may arise from the operations or neglect of himself or employees/workers whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

The clause shall be held to include inter-alia any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

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

34. (b) DAMAGE TO PERSONS AND PROPERTY

The contractor shall be responsible for all injury to the worker or workmen, persons, animals or things and for all damages to the project works, materials, equipment, structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. The contractor shall submit an indemnity bond in the approved proforma (enclosed under Appendix-5) in a stamp paper indemnifying Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

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

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

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

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

35. INSURANCE

Unless otherwise instructed the Contractor shall insure the works for all risk (include fire & third party) of the Contractor for total tender value in the joint names of the Punjab National Bank and the contractor (the name of Punjab National Bank placed first in the policy) and keep them insured until the virtual completion of the contract against any loss or damage of the material and of project. The insurance must be placed with a company approved by Punjab National Bank for such amount and for any further sum if called to do so by Punjab National Bank. The premiums of such further sum being allowed to the Contractor as an authorized extra. The Contractor shall deposit the policy and receipt of premium paid with Punjab National Bank within three (3) days from the date of issue of work order unless otherwise instructed.

The scope of the cover shall include fire, lightning, explosion, crashing, aircraft, extinguishing water or other fighting measures, flood, inundation, rain, windstorm of any kind, earthquake, subsidence, landslide, rockslide, bad workmanship, lack of skill, negligence, malicious acts or human error, additional cover for third party liability and surrounding properties.

In default of the Contractor insuring as provided above, Punjab National Bank on its behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire/ incident has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire/ incident shall be entitled to extension of time for completion, as the Employer may deem fit.

36. ACCOUNTS RECEIPT & VOUCHERS

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

37. MEASUREMENTS

Before taking any measurement of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the Contractor and the Contractor shall have no right to dispute the same.

38. PAYMENTS

All bills shall be prepared & submitted by the Contractor in the form prescribed by the Employer. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The bill shall be checked at site by Site Engineer shall issue a certificate after due scrutiny of the

Contractor's bill which may be further verified by the Employer and the Contractor shall be entitled to payment thereof within the period of honouring certificates named in these documents, as per final verified amount by the Employer. In case of delay, an Adhoc advance of 75% of the billed amount /assessed work done may be paid on the request of the Contractor for the smooth progress of work at the sole discretions of the Bank.

The amount as stated in an interim certificate shall be the total value of work properly executed and secured advance on the materials as described under the heading of secured advance less the amount to be retained by the Employer as retention Money vide clause 18 of these conditions and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against whether or other casualties.

The Employer will deduct retention money as described in Clause 18 (ii) of these Conditions. The refund of retention money will be made as specified in the said clause.

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

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

All the interim payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requirement of bad or unsound or imperfect or unskilled work to be removed and taken away and be reconstructed or re-erected or to be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim. Any interim payments shall not conclude determine or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way to vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or of the date of certificate of virtual completion furnished by Employer and payment shall be made within three months.

39. SECURED ADVANCE FOR MATERIAL AT SITE

The secured advance will be paid up to an amount not exceeding 75% of the invoiced value of the materials, (The amount of secured advance should not exceed 75% of the material element cost in the tendered rate of the finished item of work subject to ceiling of 65% of quoted rates) brought to site for permanent incorporation into the work up to the date of bill on production of supporting bills / vouchers. The secured advance on the non-perishable materials will be paid on execution of the indemnity bond/Bank guarantee.

40. FINAL PAYMENTS

The period of Final Measurements will be one (1) Month from date of Completion. The final bill shall be accompanied by a certificate of completion from the Employer, payments of final bill shall be made after deduction of Retention Money as specified in clause 18 of these condition, which sum shall be refunded after the completion of the

Defects liability period and rectification of defects to the entire satisfaction of the Employer. The acceptance of payments of the final bill by the Contractor would indicate that he would have no further claim in respect of the work executed.

41. VARIATION / DEVIATIONS

The Contractor may when authorized and shall, when directed in writing by the Employer add or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of the quantities. The Contractor on his own accord shall make no addition omission or variation without such authorization or direction of the Employer. A verbal authorization of direction by the Employer shall when confirmed correctly by the Contractor in writing within 3 days shall be deemed to have been given in writing.

The Contractor shall send to the Employer once in every month a statement giving particulars, as full and as much detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional works ordered by the Employer which he has executed during the preceding month.

No interim claim for payment for any such work or expense, will be considered which has not been included in such a statement provided always that the Contractor shall be entitled after taking Employer's sanction to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition.

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 prices mentioned therein.
- ii. If the rates for the extra altered or substituted or (deviated) work are not provided for (available) in the schedule of quantities, they shall, to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the Contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates sustained by purchase bill / vouchers dependable printed price schedule of materials of different type shall be adopted, using factors and constant for quantum of materials, labour, T&P and sundries, from standard analysis of rates adopted by the CPWD, and adding 15% towards profit & overheads and taxes When called upon to do so, the Contractor shall submit the required purchase bills / vouchers.
- iii. In respect of contract which incorporates more than one schedule, the rate applicable in case (i) above if not provided for in the Schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar in near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.

iv. In the case of additional, altered substituted (deviated) for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bills / vouchers using factors and constants for quantum of materials, labour, T&P and sundries from standard analysis of rates adopted by the CPWD and adding 15% towards profit & overheads and taxes. When called upon to do so the Contractors shall submit his purchase bills / vouchers to the Employer.

v. The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted deviated work and whether the said rates cannot be derived from similar or near similar items in the contract schedule shall be decided by the Employer and the same shall be binding on the Contractor.

vi. In case (ii) to (iv) the Contractor is required to submit his analysis of rates adopting the principles enunciated, after scrutinizing the analysis any other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanctions.

vii. Where extra work is of such a nature that it cannot be properly measured or valued, the Contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Employer, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the site Engineer or his representative on or before the end of the week following that in which work has been executed.

viii. The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Employer. The margin to be allowed on actual costs to the Contractor towards profit and overhead shall be 15% and taxes.

42. DEVIATION FOR TENDER QUANTITIES UPTO 25% & ABOVE 25%

The tender rates shall hold good for any increase in the tendered quantities up to variation of 25%. In case tender quantities of an individual item exceeds the deviation limit of 25% the rates for the excess quantities over and above the deviation limit shall be payable as per market rates analysis, sustained by purchase vouchers / bill using constant only of materials, Labour, T&P etc. from all Indian Standard analysis of rates published by Delhi Analysis of Rates with 15% towards Contractors profit. & Overheads and taxes. For non-schedule items, constant of material, labour, T&P etc. shall be decided by the Engineer in charge of Employer, based on the actual observation at site.

43. SUBSTITUTION

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer has to be obtained in writing.

44. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the Contractor and deficiencies and defects put right. On completion of such inspection and Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion, the Contractor shall clean all equipment's and does the painting work etc. He will leave the entire installation neat and clean and ready for immediate use and to the satisfaction of the Bank.

45. CLEARING SITE ON COMPLETION

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer.

46. DEFECTS AFTER COMPLETION

The defects liability period (D.L.P.) shall commence from the certified date of Virtual Completion issued by the Employer. The Contractor shall make good at his own cost and to the satisfaction of the Employer all defects, other faults which may appear within twelve (12) Months after completion of the work. In default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the Contractor from the amount retained under clause no. 18 together with any expense the Employer may have incurred in connection therewith.

For water proofing works, the defects liability period will be respective guarantee/ warranty period of 10 years. In case of these works contractor has to submit a Bank guarantee, valid for the guarantee/ warranty period of 10 years, for an amount equivalent to 10% of the cost of such works. Alternately, Bank shall deduct 10% of the cost of such works and keep in deposit for guarantee/ warranty period of 10 years and return the amount after completion of guarantee/ warranty period subject to satisfactory performance of the work during the defect liability period.

47. CONCEALED WORK

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

48. WATCH AND LIGHTING

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by Employer for the protection of

the works or for the safety and convenience of those employed on the works or the public.

49. RECORDS OF CONSUMPTION OF CEMENT & STEEL AND CONSUMPTION NORMS

For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the Bank showing columns like quantity received and used in work and balance in hand etc. this register shall be signed daily by the contractor's representative and Bank's representative.

The register of cement and steel shall be kept at site in the safe custody of Bank's Engineer during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.

In case cement quantity consumed is lesser as compared to the theoretical requirement such as mix design report obtained by contractor from reputed laboratory, at every change of source for cement, sand and aggregate, the cost of the quantity of cement not so used shall be recovered from the contractor as per CPWD specification/ work manual.

50. TESTS/RESULTS/ SITE REGISTERS ETC.

The Contractor will be required to maintain the following registers at site of work and should produce the same for inspection of the Employer wherever desired by them.

Type of Register to be maintained:

- | | | |
|------------------------|---|--|
| a. Register No. – I | : | Cement |
| b. Register No. – II | : | Steel |
| c. Register No. – III | : | Materials at Site Account |
| d. Register No. – IV | : | Hindrances register giving details of commencement and removal of each hindrance. |
| e. Register No. – VIII | : | Work site order book. |
| f. Register No. – IX | : | Instruction by Bank's officers |
| g. Register No. – X | : | Test registers of materials / fittings fixtures equipment as stipulated in the tender. |
| h. Register No. – XI | : | Register of drawings and working details. |
| i. Register No. – XII | : | Log book of defects. |
| j. Register No. – XIII | : | Dismantled materials account register. |
| k. Register No. – XIV | : | Specifications of C.P.W.D. & I.S.I. as applicable to the contract. |

These registers are required to be signed by the Site Engineer

51. ESCALATION

The rate quoted in the tender shall be firm throughout the tenure of the contract (including extension of time, if any , granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, taxes, etc.

52. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

On completion, the contractor will clean all windows and doors, including the cleaning with oil, if necessary hardware inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

53. WEEKLY PROGRESS REPORTS

The contractor shall furnish all particulars, for compiling the progress report in the form provided by the Bank, to the Owner of works. Pre-inspection reports, formats asked by Bank shall be duly filled by contractor and submitted to Bank for approval prior to their inspection/ site visit.

54. SECURITY ARRANGEMENT

The following arrangement shall be ensured by the Contractor:

- i. Proper arrangements to keep all records under lock and key.
- ii. Watch and ward and security of materials; and
- iii. Movement of material and stores, shall be through Bank gate pass only.

When the work is completed to the satisfaction of the Employer and handed over to the Bank, the responsibility of proper security arrangement then shall rest with the Bank.

55. LABOUR RECORD

The Contractor shall maintain relevant records and fulfill all conditions and requirements in accordance but not limited to the following applicable Act, Rules and Regulations made there under from time to time:

- i. The payment of Wages Act. b) Employer's Liability Act.
- ii. Workmen's Compensation Act.
- iii. Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- iv. Apprentices Act 1961.
- v. Minimum Wages Act 1948.
- vi. Industrial Disputed Act. 1947.
- vii. Maternity Benefit Act 1961.
- viii. ESI Act.
- ix. Payment of Bonus Act.
- x. Payment of Gratuity Act.
- xi. Any other Act are enactment relating thereto and rules framed there under from time to time.

Bank shall not be responsible for any violation by the Contractor on the above mentioned acts/ rules. The Contractor shall be wholly/ solely responsible for any claim in the above referred subjects.

56. HANDING OVER BUILDING / PROJECT WORK TO THE EMPLOYER

All the handing and taking over report and inventories / statement shall be prepared in quadruplicate. Such reports and inventories shall be signed by:

- i. The Contractor (only the relevant papers).
- ii. The Site Engineer, and
- iii. Competent Authority in the Bank.

The following inventories / statements shall be prepared:

- i. Inventory of all equipments; and
- ii. Information folders & test reports for installations and as built drawings.

The Engineer on behalf of the Employer associated with this operation, shall be apprised of the importance to carry out periodic inspections (at two months interval) for defects not rectified or fresh ones that crop up and issuing notice for their rectification to the concerned Contractors and the final inspection just before the expiry of the defects liability period.

57. SAFETY CODES

57.1 SCAFFOLDING

- a. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done "safely from ladders" when a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand hold of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- b. Scaffolding or staging more than 4M, above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 1M, above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- c. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m, above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- d. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1M.
- e. Where ever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- f. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9M, in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3M, in length for longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- g. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

57.2 OTHER SAFETY MEASURES

- a. All personnel of the Contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

- b. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- c. The Contractor shall at all times be liable to comply with the applicable labour laws relating to the safety of the workers engaged by it. The Employer shall not be liable for

57.3 DEMOLITION/DISMANTLING

Before any demolition/dismantling work is commenced and also during the process of the work:

- a. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- b. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.
- c. The Contractor shall be solely responsible at all the times for the compliance of the applicable Labour laws in this regard.

58. PERSONAL SAFETY EQUIPMENTS

All necessary personal safety equipment as considered adequate by the Engineer/ including but not limited to the following should be kept available by the Contractor for the use of person/ workers employed/engaged on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

- i. Those engaged in white washing and mixing or stacking or cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- ii. Those engaged in welding works shall be provided with welder's protective eyesight lids.
- iii. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- iv. The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precaution should be taken:
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready- made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - c) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided, to enable the working painters during the execution of work.

When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

The Contractor shall be solely responsible at all the times for the compliance of the applicable Labour laws in this regard.

59. RIGHTS OF TECHNICAL SCRUTINY BY CHIEF TECHNICAL EXAMINER

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission, Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be affected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills 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 in respect of any work done by the Contractor under the contract the Contractor shall be liable to return the amount of over payment and it shall be lawful for the Employer to recover the same from him from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer.

Any sum of money due and payable to the Contractor (including Security Deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer of the payment of a sum of money arising out of or under any other contract made by the Contractor with Employer.

60. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances by the Employer and the decision of the Employer shall be binding on the Contractor.

61. FORCE MAJEURE

Any failure or delay by bidder or Bank in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.

Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the Contractor shall notify within ---days the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Contractor shall continue to perform its obligation under the contract to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly, and shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Further, Bank also reserves the right to assign the work to other Vendor without any consequences and claims.

62. SUSPENSIONS

If the Contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the Contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice

in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such a notice is served upon the Contractor, the Contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials, and such an obligation shall subsist from the date of such a notice being served until the notice be complied with by the Contractor. If the Contractor fails to comply with such a notice for a period of 7 (seven) days to proceed with the works as therein prescribed, the Employer may proceed as provided in clause 65 (Termination of contract by Employer).

63. DELINQUENCIES OF CONTRACTORS

The under noted delinquencies/ defaults/ misconduct/ misdemeanors on the part of bidder or enlisted contract will attract disciplinary action in accordance with the clause 64 mentioned herein below.

- i. Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii. Non-submission of the fresh/ latest Income Tax Clearance certificate.
- iii. Irregular tendering practice.
- iv. Submission of tender containing for too many arithmetical errors and freak rates.
- ~~iv-v.~~ Revocation of a tender without any valid reasons.
- ~~v-vi.~~ Tardiness in commencing work.
- ~~vi-vii.~~ Poor organization at site & lack of his personal supervision.
- ~~vii-viii.~~ Ignoring Employer's Notices for replacement/ rectification of rejected materials, workmanship etc.
- ~~viii-ix.~~ Violation of any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
- ~~ix-x.~~ Lack of promptitude and co-operation in measurement of work and settlement of final account.
- ~~x-xi.~~ Non-submission of vouchers and proofs of purchase etc.
- ~~xi-xii.~~ Tendency towards putting up - false and untenable claims.
- ~~xii-xiii.~~ Tendency towards suspension of work for frivolous reasons.
- ~~xiii-xiv.~~ Bad treatment of labour.
- ~~xiv-xv.~~ Bad treatment of Sub-Contractors (piece workers) and un-business like dealing with suppliers of materials.
- ~~xv-xvi.~~ Lack of co-operation with nominated Contractors or Employer's Labour.
- ~~xvi-xvii.~~ Contractor becoming Bankrupt or insolvent.
- ~~xvii-xviii.~~ Contractor's conviction by any court of law.
- ~~xviii-xix.~~ Failure to satisfactorily rectify defects during Defects Liability period (DLP) and discovery of latent defects in Contractors work after the expiry of DLP of his contract.

64. DISCIPLINARY ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR.

The award of the under noted disciplinary action shall be considered:

- i. Placing of an embargo on the issue of tenders or temporary suspension from the Employer's approved list.
- ii. Permanent ban on issue of tenders & removal from the Employer's approved list.
- iii. Circulation of the Contractor name to other public Undertaking or Government Department or concerned regulatory authorities of Contractor, if any, for non-entertainment of this publication for contract work.

65. TERMINATION OF CONTRACT BY EMPLOYER

In the following circumstances/ events, the contract shall be terminated by the Employer:-

- i. If the Contractor being a company goes into liquidation whether voluntary or compulsory; or
- ii. Being a firm, stand dissolved; or
- iii. If the official assignee in insolvency or receiver of the contractor in insolvency, repudiates the contract; or.
- iv. If receiver of the contractor's firm appointed by the court shall be unable to, within 14 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carrying out and fulfill the contract and if so required by the employer to give reasonable security therefore.
- v. If the contractor:
 - a) Suffers execution to be issued;
 - b) Suffers any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor;
 - c) Assigns, charges or encumbers this contract or any payment due or which become due to the contractor hereunder
 - d) Neglects or fails to observe and perform all or any of the acts, matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same
 - e) Uses improper materials or workmanship in carrying on the works
 - f) In the opinion of the Employer does not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and fails to proceed to the satisfaction of the Employer after three clear days' notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned,
 - g) Breaches any of the conditions of the contract in any of the abovesaid cases or otherwise;
 - h) Any threat is perceived or observed on the security of Bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.

The Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Employer & the obligations & liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contract (without thereby creating any trust in favour of the contractor).

Further the Employer or his agent, or servant:

- i. may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property;
- ii. may employ the same by means of his own servants and workmen in carrying on and completing the works;
- iii. by employing any other Contractors or other persons or person to complete the works and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or persons employed for completing and finishing or using the materials and plants for the works.

When the works stands completed, or as soon thereafter as conveniently may be, the Employer shall give notice in writing to the Contractor to remove his surplus materials and plants, and should the Contractor fail to do so within a period of fourteen (14) days after receipt of the notice by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so released.

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

66. DISPUTES AND ARBITRATION:

All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably.

In case they are not able to settle the disputes or differences between them amicably, the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least thirty (30) days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and Rules and Regulations framed thereunder including all amendments up to date and the award made in pursuance thereof shall be binding on the parties. The matter may be referred to a sole arbitrator nominated by the Bank, who shall give a reasoned award and the award made in pursuance thereof shall be binding on the parties.

The venue of arbitration shall be Delhi. All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.

Any appeal against the arbitration award will be subject to the jurisdiction of courts at Delhi only.

The Contractor shall continue to work under the work Contract during the arbitration proceedings unless otherwise directed in writing by the bank, unless the matter is such that the works/services cannot possibly be continued until the decision of the arbitrator or of the presiding arbitrator, as the case may be, is obtained.

However during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

67. EXCEPTED MATTERS FROM ARBITRATION

If the dispute or difference pertains to the under noted matters (called excepted matters) the decision in writing of the Employer shall be final, conclusive and binding on the parties.

- a. Instructions given by the Employer;
- b. Transactions with local authorities.
- c. Proof of quality of materials.
- d. Assigning or under letting of the contract

- e. Certificate as to the causes of delay on the part of the Contractor and justifying extension of time.
- f. Rectifying of defects pointed out during the defects liability period.
- g. Notice to the Contractor to the effect that he is not proceeding with due diligence.
- h. Certificate that the Contractor has abandoned the contract.
- i. Notice of the determination of the contract by the Employer.

68. OTHER TERMS & CONDITIONS:

Bank shall not entertain any claim arising on account of damages, compensation or expenses payable as a result of any accident or injury sustained by any workman/staff of the bidder or any claim under the Workman's Compensation Act. The bidder may obtain necessary insurance cover to meet any of the above contingencies.

The Contractor and his staff shall abide by the regulations/requirements of Security Department and strictly follow the rules. Bank's security staff will have the right to check, search or interrogate any of the Contractor's staff while entering/ remain present/ leaving the Bank premises for security purposes.

The bidder shall be responsible for any loss/damage to the materials and other assets of the Bank by his staff deployed for duty.

The bidder shall also be wholly responsible for theft, burglary, fire or any other mischievous act and conduct done by their staff.

69. NOTICES

Notices as required by the agreement that shall be entered with the successful bidder shall be sent to the addresses as would be mentioned first therein or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

70. OWNERSHIP OF DRAWINGS:

All drawings, specifications and copies thereof furnished by the PNB are the properties of the PNB. They are not to be used on other work.\

71. Sub-contracting in works contracts

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" for the purpose of the Order means: -

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

72. Certificate regarding compliance

An undertaking shall be taken from bidders in the tender documents that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

73. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

74. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

75. The beneficial owner for the purpose of "Bidder (or entity) from a country which shares a land border with India" above will be as under:

a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation: -

- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- a) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- b) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- c) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- d) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

76. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

77. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

78. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

79. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

I. Bidders' Financial Information

Name:
 Constitution:
 Address:

Names & Addresses of the Proprietor / Partners / Directors if applicable:

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience _____

Please give brief financial particulars of your firm for the last three accounting years along with the volume of business handled.

(The information will be kept confidential)

Year (Last 3nos. of FY)	2020-21	2021-22	2022-23
Total Turnover (Value in in ₹)			
ITR (Y/ N)			

Signature:

Seal of company

II. REFERENCE LISTPROFORMA FOR PERFORMANCE STATEMENTNAME OF BID

Sr. No	Name of Organization	No of Sites	Duration of Contract	Contract Amount	Date of Order	Contact Person and Telephone no.	Whether services satisfactory? (Attach certificate from client)*

Signature and Seal of Bidder

NOTE:

- Bidder to provide relevant certificates from the above mentioned organizations.

* Satisfactory completion and performance certificate from the principal employer / client for satisfactory execution of similar work as defined in eligibility criteria.

III. COMPLIANCE STATEMENT**DECLARATION:**

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per Tender Document.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this Tender Document. (Any deviation may result in disqualification of bids).	

Signature:

Seal of company

SELF CERTIFICATION OF LOCAL CONTENT
(To be submitted in the letter head of the bidder)

**Chief Manager, Civil
GSAD, Punjab National Bank,
'East' Wing, 1st Floor,
Plot 4, Sector 10, Dwarka, New Delhi -110075**

Dear Sir,

I/ We hereby declare that

M/s meets the "Local Content" requirement for "Class-I Local Supplier", as required by the Bank in this tender specifications. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Sign & Seal of Proprietor/Authorized representative.

SPECIAL CONDITIONS OF CONTRACT

1. The bidder shall acquaint himself with the proposed site of work before quoting his rates. The contractor should note and bear in mind that the Bank shall bear no responsibility for the lack of acquaintance of site and other conditions or any information relating thereto or on their part.
2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.
 - a) On account of delay in commencing the work by the contractor.
 - b) On account of reduction in the scope of work.
 - c) On account of suspension of work or abandoned after award of work.
3. The contractor shall provide, at his own cost instruments for weighing and measuring purpose at the site of work as may be necessary for execution of the work.
4. The contractor shall construct a sample unit of different activities complete in all respect as per the directions of the Bank. This sample unit shall be got approved from the Bank before commencing the mass work.
5. The contractor shall take care of all safety precautions pertaining to construction of work, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery. Nothing extra shall be paid for scaffolding for any of the items of work unless specifically mentioned in the nomenclature. Contractor should quote rates accordingly.
6. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
7. No hindrance / inconvenience shall be caused in the operation / working / movement of Bank personnel / customers / visitors and their vehicles due to the execution of the project / storage or placement of materials / debris / construction waste / excavated materials by the contractor. Contractor shall at all times ensure safe and convenient access to building entry for Bank staff working in the building & take all precautions to ensure that Bank's official work going on in the building is not hampered. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. No hindrance shall be caused to traffic during the execution of the work.
8. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the Bank.

9. The contractor shall take all preventive measures against any such damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the owner's property and to the work for which the payment has been advanced to him under the contract.
10. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Bank and nothing extra shall be paid on this account.
11. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
12. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account in any case whatsoever.
13. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down. Samples of all items are to be fabricated by the Contractor prior to taking up the mass production. The Contractor shall take prior written approval of the Bank before proceeding for mass production.
14. The Contractor shall use materials bearing ISI/BIS Certification Mark unless otherwise specified or allowed in writing by the Bank. Any material banned by the Bank shall not be used in the work.
15. The contractor shall submit to the Bank samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
16. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Bank. The testing charges and conveyance from the site shall be borne by the contractor.
17. In case any material / work is found sub-standard the same shall be rejected by the Bank and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Bank at the risk and cost of the contractor without giving any further notice and time. In order to ensure quality of work during its execution, the Bank may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
18. Even ISI marked materials may be subjected to quality test at the discretion of the Bank Whenever ISI marked materials are brought to the site of work the contractor

shall, if required by the Bank laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor.

19. The material required for testing shall be supplied free of charge by the contractor. The cost of tests shall be borne by the contractor.
20. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated are for guidance only) The figures in the drawings shall be followed.
21. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
22. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
23. The rate shall be inclusive of making design, pattern and execution of work as per Architectural drawings, at all levels and heights.
24. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.
25. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.
26. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Bank. Nothing extra over agreement rates shall be paid on this account.
27. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
28. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
29. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Bank.

30. The contractor shall provide adequate lighting arrangements as approved by the Bank for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Bank.
31. In order to achieve the targeted date of completion the contractor May have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account. However, the Contractor shall be liable for the compliance of all applicable labour laws at all the times.
32. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Bank.
33. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other applicable Labour Laws, as the case May be or any other levies and taxes shall be borne by the contractors. The TDS or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
34. The contractor shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable by the Employer with respect to his personnel/employees, and the contractor shall produce all records to the Bank or any other statutory authority as and when called for. The Bank does not hold any responsibility on account of any lapses in this regard. The contractor shall submit an undertaking in this regard with each bill confirming payment of all dues of sub-contractors and all statutory wages to labour working under him/her/sub-contractor.
35. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.
36. For any clarification/ doubt, the Bank may organize regular meetings with Contractor. The contractor shall attend such meetings invariably as and when required.
37. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction program, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.
38. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using electrically operated tools such as drills/ chases cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only. Prior permission for the same is to be obtained from the Bank.

39. No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Bank in writing.
40. All chases and openings made by the contractor for his pipe lines shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.
41. The contractor will neither be allowed to construct labour hutments nor his workforce be allowed to stay.
42. All spaces allotted to the contractor as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Bank, unconditionally and without any reservation. The Bank will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Bank.
43. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Bank, the contractor shall vacate the land totally without any reservation.
44. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.
45. The site of work shall have required equipments for various tests at site by the contractor at his own cost and nothing extra shall be payable on this account.
46. The contractor shall arrange the required minimum plant and equipments at site for the execution of work. These may have to be increased depending on the requirement of the site.
47. The quantities indicated are for guidance only. However, it may vary to any extent and the contractor should not have any financial or other implications for such variations. The Bank reserves to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.
48. Any extra item shall be worked out as actual cost of the materials and actual cost of the labour plus 15% as overhead and profit. The decision of Bank will be conclusive and final binding on the contractor.
49. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to Bank for which no extra payment will be made.
50. Layout of works shall be got checked by Bank & only then further work shall be taken by after approval.
51. All electrical works shall be got carried out through licensed Electrical Contractor having experience of similar work. Successful bidder to submit the details of licensed Electrical Contractor and get approval from the Bank before start of Internal

Electrification Work. The work shall be executed as per specifications and strictly in keeping with relevant IS code and rules and regulations of authorities.

52. The work should be carried out as per latest CPWD specification and as per the standard engineering practice. All measurements shall be made as per CPWD norms.
53. Site should be cleaned every day and all the unusable material/malba shall be removed from the site and unusable materials shall be stacked properly so that there is no hindrance for staff and public failing which bank will remove the same at their level and suitable amount shall be recovered from the contractor's bill.
54. The contractor shall be required to maintain the coordination with the Building Maintenance Contractor, if required.
55. No old / dismantled material shall be used by the contractor in the work under any circumstances unless otherwise specified or under instructions of the bank.
56. The bidder shall visit the site and examine the rebate items and site conditions before quoting the rates.
57. Dismantling & taking away includes the disposal of unserviceable material / malba to approved municipal yard.
58. The Rebate items shall be the property of the contractor. Rates of rebate item shall be considered as negative while calculating the value of tender and the same are to be quoted in negative only.
59. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. Bank shall not be held responsible for any penalty on failure of the any Labour Regulations. Bank shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
60. Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
61. Contractor or his authorized representative should visit the site frequently as required by the Bank and meet Bank's Engineer with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
62. The Contractor should arrange to issue photo identity card to his workers.
63. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to Bank in kind or cash will be viewed seriously and Bank will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
64. In case of any default or failure on Contractor's part to comply with all / any one of the Terms/ Conditions, Bank reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount(s) from dues

otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

65. Keeping the area clean and removal of debris: Contractor shall arrange to dispose off debris, any other waste product created while carrying out the work, outside Bank's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rates shall involve the cost of same and no extra payment shall be made towards this account.
66. It is mandatory to provide purchase voucher of the material where basic rates are given in Bill of Quantities (BOQ). However, Bank may instruct the contractor to submit purchase voucher/test certificate of any material.
67. BOQ nomenclature shall prevail over any drawing/detail.
68. The specification for the entire work shall be in accordance with latest CPWD specifications and latest IS codes. Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Bank in matter of interpretation shall be final and binding on the contractor.
69. Water shall not be provided by Bank to Contractor. Necessary arrangement/ sourcing/ extension, if required, shall be done by the contractor at his own cost with the approval of Bank. No extra payment will be made to the contractor for the same. Contractor shall have to arrange for D. G. set / temporary power supply at his/ her own cost, risk and responsibility to carry out the works at site whenever required for and asked by the Bank. The contractor shall at his own cost arrange for necessary power for the work and lighting for the entire period of contract. However, Bank may provide power from their existing source at site upon being provided a suitable, correctly calibrated and properly sealed electric sub-meter with calibration certificate issued by BIS/ BEEE/ Govt. recognized & registered / NABL accredited certifying agency and approved by Bank. Bank will recover from the contractor the power consumed on actuals as per prevailing rate from time to time from their running bills / final bill. But in no way Bank will be held responsible for continuous supply of electricity.
70. Contractor shall associate a specialized agency/ be an authorized applicator for specialized works such as water proofing work having suitable experience in the field and same shall be got approved from the Bank prior to execution of the specialized work within 7 days' time of award of work with credentials of the agency. Contractor should get approval from Bank before commencement of the specialized work. Contractor to give 10 (ten) year performance guarantee on a non-judicial stamp paper of Rs. 100 as per Performa attached (Guarantee Bond for specialized works) at Annexure 'A' & 'B'. 10% of specialized works amount shall be withheld or a bank guarantee of an equivalent amount be furnished during the period of this performance guarantee.
71. Water & Electricity shall be provided by Bank to the Contractor. Bank will recover an amount of 0.25% of the final bill value for water and electricity each. But in no way Bank will be held responsible for continuous supply of water & electricity. The contractor will make his own arrangements for pumping water. If supply from the

Municipality or other bodies be inadequate, the contractor should provide tanker water duly tested at his own cost.

72. USEFUL EXCAVATED MATERIALS:

Should suitable sand or gravel or murum or rock be found in the excavation and the contractor be allowed to use the same in the work, he will be required to pay the Employer the full market value of the same. Any sand, gravel, murum or rock taken from the Excavation will remain the property of the Employer and in the event of it not being allowed to be used in the work, the Bank reserves the right to dispose it off in any away as ordinary excavated materials.

73. TOOLS FOR MASONS

Every bricklayer or plasterer on the work shall be provided with suitable level battens, trowels, wooden floats and breaking hammers for cutting brink and templates, to enable him to carry out the work in a neat and workmanlike manner, and each gang of brink layers or plasterer not exceeding six in numbers shall be provided with a suitable measuring rule, a plumb bob, a spirit level and a square in addition to the above mentioned, all to be to the approval of the Bank.

75. CONTRACTOR TO ASSIST SITE ENGINEER FOR TAKING MEASUREMENTS

The contractor or his representative shall accompany the Site Engineer when required to do so and assist in taking the measurements and shall agree to the measurements recorded on the spot.

If the Contractor fails to accompany the Site Engineer or any other person that has been duly authorized by the Bank to take measurements then in such a case the measurements recorded by the Site Engineer shall be binding on the Contractor.

All measuring tapes shall be steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense.

76. THEORETICAL CHECK

After the completion of the work the theoretical quantity of cement to be used on the work shall be calculated on the basis of standard coefficients. Over the theoretical quantity so calculated shall be allowed a variation upto 2% minus.

In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor. CPWD Specification/ work manual shall be used to determine this recovery.

77. NO OVER LOADING OF SLABS:

Floors of buildings under construction shall not be loaded by stacks or materials during construction without the prior approval of the Bank. It is important that no load comes on the reinforced concrete floors until they are at least three weeks old and at no time must be load placed upon them exceed the load for which they are designed.

78. RATES TO COVER FOR WORK AT ALL HEIGHTS AND LEVELS:

The rates quoted by the contractor should cover for work at all heights and levels for all items or work under this contract. Lift of materials will not form any criterion for claiming extra payment.

79. ALTERNATIVE ITEMS:

In regard to alternative and 'rate only' items if any specified in the Schedule of Quantities, Contractor should note that Bank reserves the right to order the principal item or its alternatives to any extent entirely at Bank's discretion.

80. PROVISIONAL ITEMS:

If ordered by the Bank, Contractor shall be required to carry out provisional sum items at the same conditions and rates as applicable for this contract.

81. ATTENDANCE OF SUB – CONTRACTORS:

CO-ORDINATION: There may be separate tenders for any other specialized works/Items if required. The contractor is required to Co-ordinate & co-operate with all other agencies that are awarded with such other works during the entire project execution. Coordination / incidental charges, if any shall be included while quoting the rates for the different items of works as given in BOQ. Few such Special works/ Items are interior works, Lift installation, Fire Fighting System, Generator, & Transformer installation works, Air Conditioning etc. The contractor shall be responsible for the Co-ordination of all the work including that of sub-contractors and nominated sub-contractors, for arranging runs of all services and working to the requirements and layouts of the specialist trades, in all matters necessary for the complete execution of the work.

82. MINIMUM REQUIREMENTS OF THE TECHNICAL STAFF:

Unless otherwise stated, contractor should note that irrespective of the fact whether the proprietor himself is a qualified Engineer or not he shall appoint a qualified Engineer having a recognized Degree in Civil Engineering or a Diploma holder on similar works. Failing which Bank shall engage a Civil Engineer on behalf of the contractor and shall deduct a salary amount of minimum ₹20,000/- per month from his running bills, from the date of his non-employment of qualified Civil Engineer.

83. GUARANTEE FOR SPECIAL WORKS:

For special works like water proofing works, guarantee issued by the contractor endorsed by the specialized agency engaged, shall be submitted to Bank. For water proofing of terrace, sump tank, toilets sunken portion, basement floor & wall areas minimum 10 years is required. Such guarantees shall be submitted in the approved format of Bank and the main contractor shall be responsible for any breach in such guarantee terms. For waterproofing works contractor has to submit a Bank guarantee, valid for the guarantee/ warranty period of 10 years, for an amount equivalent to 10% of the cost of such works. Alternately, Bank shall deduct 10% of the cost of such works and keep in deposit for guarantee/ warranty period of 10 years and return the amount after completion of guarantee/ warranty period subject to satisfactory performance of the work during the defect liability period

Signature of the Contractor

GUARANTEE BOND FOR WATER PROOFING WORKS

The Agreement made thisday of two thousand and betweenson of of (hereinafter called the Guarantor of the one part) and the Punjab National Bank (Chief Manager (Civil), General Administration Department at General Services Administration Division, East Wing, 1st Floor, Plot 4, Sector 10, Dwarka, New delhi -110075) (hereinafter called the Bank of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Bank of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for **ten years** from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be **ten years** to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Bank's Officer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Officer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Officer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Bank by some other contractor at the GUARANTOR'S cost and risk. The decision of the Officer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Bank or its successors or assigns against all losses, damages, costs, expenses or otherwise which may be incurred by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Bank the decision of the Officer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantorand by for and on behalf of the Punjab National Bank on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of —

1.

2.

Signed for and on behalf of Punjab National Bank by in the presence of—

1.

2

Remarks :

- i) This form is included in the tender document only for the information of bidders. Only the successful bidder will in due course be required to complete this form.
- ii) Stamp Duty of this Agreement will be borne by the successful bidder.
- iii) The Bond is to be submitted separately by the successful tenderer on a non-judicial stamp paper of Rs. 100/- (Rupees One Hundred) only.

LIST OF PREFERRED MAKE OF MATERIAL

The material of standard quality from the following preferred makes is to be used. In case it is established that the brands specified below are not available in the market, contractor shall submit alternative proposal for the approval of Bank.

Steel	SAIL, Tata Steel, JSW, Essar
Cement	Ultratech, ACC, JK Cement, Ambuja
Plastic Emulsion Paint/Texture / OBD/Duco Paint/Synthetic enamel.	Asian / Dulux / Berger / Nerolac
Exterior Paint / Water Proof Paint/ Bitumastic Paint	Asian / Dulux / Berger / Nerolac
Putty	Birla / JK / Asian paint
Dash fasteners	Hilti/ Fischer/ Bosch
Anchor fasteners	Hilti/ Fischer/ Bosch
Water Proofing Chemicals	Dr. Fixit/ SIKA/Pidilite/FOSROC
ACP Sheets	Alstone/ Aludecor/ Alucobond/ Virgo
Aluminium Sections	Jindal/ NALCO/ HINDALCO/ VEDANTA

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 Bank. The preference of make/ brand of the material listed above will be decided by the Bank. The make/ brand of any item will be as mentioned in the drawings issued by the Bank.

2. The contractor shall provide samples of all materials mentioned in the list of makes as required by the Bank. A written approval of these samples shall be sought prior to commencement of any work. Bank reserve the right to enquire the genuineness of any material used at site directly from the manufacturer/ dealer.

Schedule of Quantities

Sl.	Description	Unit	Quantity	Rate	Amount
1	<p>Terrace water proofing works</p> <p>Cleaning the surface and with wire brushing/compressed Air as required at site including removing of existing patches of cement mortar layer or flooring as available at site and removal of existing waterproofing layer, if any. Sprinkling water on the treatment receiving surface, so as to make the surface totally dust free to receive the treatment. Fillets / Coving: making approx. 100mmX75mm fillets (size may vary as per site conditions) at the junctions of floor and walls, using polymer modified cementitious mortar of 1:3 ratio (cement:sand), admixed with Dr. Fixit Pidicrete URP or equivalent @ 2Kg per bag of cement.</p> <p>In existing old terrace with brickbat coba or screeds, the substrate must be checked for its soundness by pressing with Nylon Hammer. Damaged or hollow portions, sharp edges, etc must be cut and removed till mother slab. The slab should be recoated with slurry of Dr. Fixit Pidicrete URP or equivalent and cement in 1:1 proportion. This has to be applied on the pre wet surface. After drying, the brick bat coba in that portion should be reinstated by mixing Dr. Fixit Pidicrete URP or equivalent in the base concrete of mix 1:1.5:3 (DrFixit Pidicrete URP 10% by weight in this concrete) as well as while doing the top coba. In other areas, where the coba is sound, the surface must be filled with Dr. Fixit Crack-X or equivalent or polymer modified mortar in case cracks are wider than 5 mm. Repairing of Cracks less than 2 mm, should be cleaned free of dust with vacuum cleaner, then apply Dr. Fixit Primeseal or equivalent in the crack and let it dry. Then pour Dr. Fixit roofseal select/ classic into these cracks and wait for it to dry. Providing and applying Dr. Fixit</p>	sqm	1700.00	To be filled online only	To be filled online only

	<p>Primeseal or equivalent with water in proportion of 2:1 (stir well to get uniform consistency) This dilution will cover 8 to 10 Sqm. Allow it to dry for 6 to 8 hrs.</p> <p>Apply the first coat of Dr. Fixit roofseal select/ classic or equivalent without any dilution at the rate of 2 Sqm per litre and allow it to dry before taking up the second and third coats, the rate of application 2 Sqm per ltr per coat.</p> <p>An open woven glass fibre (45 GSM) mesh of 2.5 mm x 2.5 mm must be sandwiched between the first and second coat. While the 1st Coat is still wet, place the fibre mesh on it. After the coat dries, start applying the second coat of Dr. Fixit roofseal select/ classic or equivalent.</p> <p>This reinforcement with fibre mesh shall be extended upto the drip mould over the angle fillets. Drying time between coats will be 6 to 8 hrs. Allow the system to air cure for 7 days minimum. A total thickness of 1 to 1.2 mm must be achieved when Dr. Fixit roofseal select/ classic or equivalent is dry.</p> <p>Upon completion of work, checking must be done as per manufactures specification.</p> <p>Angle fillets to be treated including reinforcing the coating with application of base coat of Dr Fixit Primeseal or equivalent & sticking 45 gsm glass fibre mesh & applying second coat of Dr. Fixit Hydroshield PUD Plus/Roofseal Ultra or equivalent. Coverage 1.30-1.40/litre/Sqm in 2 coats.</p> <p>Plan area of terrace to be measured for payment.</p>				
2	Grading roof for water proofing treatment with Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) 50 mm thickness	cum	25.00	To be filled online only	To be filled online only
3	Extra for providing and mixing water proofing material in cement per bag of work in proportion recommended by the manufacturers	per bag of 50kg cement used in the mix	160.00	To be filled online only	To be filled online only

				To be filled online only	To be filled online only
4	<p>Treating building joint with Polysulphide sealant</p> <p>1. SURFACE:- Point edges should be sound and free from grease or oil contaminations. If spelled, it should be rectified properly.</p> <p>2 PRIMING :- Prime only on two sides of the properly prepared joint surface with Dr. Fixit Pidicrete URP or equivalent by brush and allow into cure for minimum 20 minutes. Apply two coats of primer at an interval of 30 minutes. After priming is over. Sealants should be filled after 30 minutes and before 90 minutes. If 90 minutes is exceeded a fresh coat of primer should be applied.</p> <p>3 MIXING.:-The curing agent is to be poured in the tin with the base and mixed thoroughly with a slow speed electric mixer (300 to 450 rpm) for approx. 5-6 minutes until a homogeneous and uniformly grey colored material is obtained.</p> <p>4 APPLICATIONS.:- After mixing fill the sealant in the joint using spatula. First, apply the sealant at both the bottom corners till top then fill polysulphide rubberized chemical in the center and level it. Polysulphide rubberized Dr. Fixit PS 41G or equivalent is a thyrrotrophic material applied directly by spatula or can be filled in plastic cartridges using filling device. Polysulphide Sealant filled cartridge to be inserted in to a hand-operated. By applying nominal hand pressure can be extruded and filled in the joint. Dr. Fixit PS 42P orequivalent being a pourable Sealant, it is directly poured through the container in to joint, which self levels itself</p> <p>5 FINISHING.:-Tool Dr. Fixit PS 41G or equivalent rubberized immediately with tooling knife to ensure100%contact and adhesion with the surface. This also helps in removing any entrapped air. Finishing can be done by using soap solution (around 5 concentrated) By tooling sealant surface with soap solution wetted finger.</p>	m	48.00		

	<p>6 CLEANING.: -After sealing the joint the tools and equipments should be cleaned immediately with kerosene or any other Cleaning solvents/thinners.</p> <p>7 CURING.: - Allow sealant to cure for minimum 7 days before carrying out any testing. Prevent the joints from water after application at least for 24 hrs (best for 7 days).</p> <p>Precautions & Limitations. Minimum width for application in a joint is 50 mm.</p>				
5	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1 cement : 4 coarse sand)	Sqm	139.49	To be filled online only	To be filled online only
6	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead	sqm	437.17	To be filled online only	To be filled online only
7	15 mm cement plaster on rough side of single or half brick wall of mix: 1:4 (1 cement: 4 fine sand)	sqm	437.17	To be filled online only	To be filled online only
8	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade: New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	Sqm	605.49	To be filled online only	To be filled online only
9	Providing/ Replacing ACP cladding and its substructure (including cost of scaffolding for repair/ replacement of ACP cladding and necessary repair of frame surrounding the cladding)				
a	Supply, fixing and installation of 4mm thick Aluminium Composite Panel (ACP) of approved colour for external	sqm	172.35	To be filled	To be filled

<p>cladding in combination of solid and metallic colours matching color of existing panel at site, including all necessary framework, support and complete weather sealing as required at site. The aluminium composite panel (ACP) should be made out of thermoplastic core of low-density poly ethylene LDPE (100% virgin mix), sandwiched between two aluminium sheets of alloy grade-5000 series, each not less than 0.50mm thick, total thickness of aluminium composite panels not to be less than 4mm, the exposed surface there of shall have stove lacquered finishing coat not less than (26+-2) micron (containing minimum 70% kynar 500 based PVDF) of colour and shade as per site requirement. The inside surface (facing the building exterior surface) shall have polyester based powder coating not less than 25 micron with protective peel-off oil on the exterior face (peel off film will in no case leave any adhesive mark over the composite panel surface after it is peeled off). The supporting framework shall be made out of 50mmX25mmX3mm or 40mm x 25mm x 1.5 mm thick (minimum) Aluminium section as required at site to be spaced horizontally and vertically for fixing of panel of size 900mmX1200mm or 1200mm x 1750 mm or 1200 mm x 600mm or as required at site and fixed to the building structure as per design through 50mmX50mmX5mm or minimum 50mm x 25 mm x 3mm MS angle clamps/ Aluminium clamps at least two clamps per member with max spacing 600 mm or as required at site prefixed to masonry or slab, columns with hilti make anchor fastener screws. The fixing of panel to be done with the help of VHB tapes and screws and all the sealing of joints to be done with weather sealant silicon as directed by engineer-in-charge.</p>			online only	online only
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b	<p>Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chollies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineerin- charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.</p>	sqm	558.45	To be filled online only	To be filled online only
c	<p>Providing supplying and fixing aluminium sections 50mmX25mmX3mm or 40mm x 25mm x 1.5 mm thick or extruded tubular and other aluminium sections as required at site with 50mmX50mmX5mm or 50mm x 25 mm x 3mm MS angle clamps/ Aluminium clamps at least two clamps per member with max spacing 600 mm or as required at site , the aluminium quality as per grade 6063 T5 or T6 as per BS 1474,including super durable powder coating of 60-80 microns conforming to AAMA 2604 of required colour and shade as approved by the Engineer-in-Charge. (The item includes cost of material such as cleats, sleeves, screws etc. necessary for fabrication of extruded aluminium frame work. Nothing extra shall be paid on this account). The weight of aluminium extruded section shall be taken for purpose of payment.</p>	kg	200.00	To be filled online only	To be filled online only

10	Providing and fixing machine moulded aluminium covering of approved pattern & design, made out of machine cut aluminium sheet and machine holed for receiving dash fastener, over expansion joints on vertical surfaces/ceiling floors, the fixing on plate in one row on one side of joint only shall be done with stainless steel dash fasteners of 8 mm dia and 75 mm long bolt including providing aluminium washers 2 mm thick & 15 mm dia , at a staggered pitch of 200mm centre to centre including drilling holes in the receiving surface and providing expandable plastic sleeves in holes etc. complete as per direction of Engineerin- charge. Anodised aluminium sheet 2.5mm thick (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	kg	65.00	To be filled online only	To be filled online only
	GRAND TOTAL (incl of GST)				To be filled online only

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