



निविदादस्तावेज/TENDER DOCUMENT
(नियम, शर्तें एवं ड्राइंग्स/Terms, Conditions & Drawings)

भाग/PART-ए/A

Technical BID /तकनीकी बोली

Civil, Interior, Furnishing and Electrical work at IBU IFSCA HQ building, Unit no.4N, 4th Floor, North Side, Zone-1, Road-1A, Gift SEZ, Gift City, Gandhinagar, Gujarat

विज्ञापनकीदिनांक/ Date of Advertisement	23.02.2026
प्रस्तुत करने की अंतिम दिनांक / Last Date of Submission	18.03.2026 by 15:00Hrs
खुलने की दिनांक/Opening Date	तकनीकी बोली/Technical Bid : 18.03.2026 Prebid Meeting: 10.03.2026 at 2:00pm on site. वित्तीय बोली: तकनीकी रूप से अर्हता प्राप्त ठेकेदार को सूचित किया जाएगा/ Financial Bid: To be intimated to Technically Qualified Contractors.
कार्य अवधि/Time Period of Work	कार्य आदेश प्रदान करने की दिनांक से 45 दिन/45 days from award of Work Order
बयानाजमाराशि/Earnest Money Deposit	Rs.2,50,000.00 (Rupees Two Lakhs Fifty Thousand Only) DD favoring Central Bank of India, Payable at Mumbai.
निविदादस्तावेज का मूल्य/Cost of Tender Document(गैर वापसी योग्य/Non Refundable)	रु./Rs.2000.00 (सेन्ट्रल बैंक ऑफ इंडिया के पक्ष में मांग ड्राफ्ट जो ठाणे पर देय हो/ DD In Favor of Central Bank of India, Payable at Thane or be deposited in the below account and the UTR number be uploaded
AC NO: 1122845035, IFSC: CBIN0281067, Central Bank of India, Nariman Point Branch, Mumbai	
MSME Registered Vendors are Exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid. The Pre-Bid meeting is scheduled on site i.e. IBU IFSCA HQ building, Unit no.4N, 4 th Floor, North Side, Zone-1, Road-1A, Gift SEZ, Gift City, Gandhinagar, Gujarat	
खुलने की दिनांक से निविदा की वैधता/Validity of Tender from the date of opening of Financial Bid.	90 दिन/ days
प्रस्तुत किए जाने वाले दस्तावेज/ Documents to be provided	निविदा आमंत्रण सूचना के अनुसार/As per Notice Inviting Tender.
Independent External Monitor (IEM)	Mr Anant Kumar MAIL ID: - anant_in@yahoo.com Mr. Nirmal Anand Joseph Deva MAIL ID: - megghanadeva2022@gmail.com
Email for Correspondence	smarchco1@centralbank.co.in
संपर्कित व्यक्ति का नाम /Contact person name	RAVIRAJ SONI 02266387867
बोलियां जमा करने का स्थान / Place of submission of Bids & opening of bids	Tenders to be submitted only online at https://centralbank.abcprocure.com

Central Bank of India, Central Office, Chandermukhi Building , Nariman Point-400021

Tel No: 022-66387867

Visit us at [http:// www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

प्रस्तुतकर्ता/SUBMITTED BY: पता/ADDRESS

ठेकेदारकानाम/NAME OF CONTRACTOR : जीएसटीविवरण/GST DETAIL

विदा आमंत्रण सूचना / NOTICE OF INVITATION TO TENDER

Sealed Tenders are invited through **ONLINE MODE ONLY** by the **Business Support Department 16th Floor, Chandermukhi Building, Nariman Point, Central Bank of India**, for carrying out **Civil, Interior, Furnishing and Electrical work** at **IBU IFSCA HQ building, Unit no.4N, 4th Floor, North Side, Zone-1, Road-1A, Gift SEZ, Gift City, Gandhinagar, Gujarat** from **reputed Contractors** under **2(Two) Bid system i.e. Technical Bid (Part-I) & Financial Bid (Part-II)** meeting the under noted Pre-qualification criteria for carrying out the above work in accordance with the Bank's General Conditions of Contract, Special Terms & Conditions of Contract & Particular Terms & Conditions of Contract, Standard specifications, Extent of Work, Special Instructions to Bidders as appended on the subsequent page & Annexures

मात्रतामानदंड/ **Eligibility Criteria**: जैसा कि निविदा दस्तावेज में दिया एवं वर्णित किया गया है/ As described and laid down in the tender documents

- 1) पूरा करने की अवधि / **Time of Completion**: 45 days from the date of award of work order.
- 2) बयानाजमाराशि / **Earnest Money/Tender Fees**: ठाणे पर देय एवं सेन्ट्रल बैंक ऑफ इंडिया के पक्ष में आहरित रेखांकित मांग ड्राफ्ट के द्वारा जैसा कि संबंधित पैकज में दिया गया है/ As stated in the Tender Package by crossed Demand Draft **Payable at Thane or be deposited in the below account and the UTR number be uploaded.**
 - AC NO: 1122845035, IFSC: CBIN0281067, Central Bank of India Nariman Point Branch, Mumbai
 - MSME Registered Vendors are exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.
- 3) निविदा दस्तावेजों की उपलब्धता / **Availability of Tender Docs** : निविदा दस्तावेज www.centralbank.abcprocure.com/EPROC से डाउनलोड किए जा सकते हैं / **Tender package can be downloaded from www.centralbank.abcprocure.com/EPROC**
- 4) निविदा दस्तावेजों की उपलब्धता / **Availability of Tender Document**: From **23.02.2026 to 18.03.2026**
- 5) निविदा प्रस्तुत करने का समय एवं दिनांक / **Time and date of Submission of tender**: Up to 15.00 hrs. On 16.03.2026
- 6) निविदा (लिफाफा-1) खोलने का समय एवं दिनांक / **Time and date of opening of tender (ENVELOPE-1)**: दिनांक At 15.30 PM on **18.03.2026**

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

SIGNATURE OF TENDERER WITH RUBBER STAMP

Page 2

- 7) निविदा) लिफाफा-2 (खोलनेकासमयएवंदिनांक)Time and date of opening of tender (ENVELOPE-2): तकनीकीयोग्यबोलीदाताओंकोसूचितकियाजाएगा./To be intimated to Technically Qualified Bidders.
- 8) निविदानिम् न्कोसंबोधितएवंप्रेषितकिएजाएं /Tender to be submitted on line at : <https://centralbank.abcprocure.com/EPROC/>

अनुबंध –ए/ ANNEXURE- A

प्रीक्वालिफिकेशनमानदंडPRE-QUALIFICATION CRITERIA:

The firm should have successfully completed similar works during last 7 years ending last day of months previous to the one in which applications are invited should be either of the following: **(Estimated Cost of Work: Rs.1,20,00,000/-Exluding GST)**

1. **“Similar completed works”** mean Composite nature of work comprising of interior and Allied works and other associated works as per the tender package.
2. **Eligibility Criteria for the Pre-Qualification shall be as follows:** - To be considered as technically qualified, a Bidder shall demonstrate that they satisfy the following qualification criteria. **Bids of the Bidders not meeting following criteria will be summarily rejected:** -

S.no	Eligibility Criteria	Documents Required
01.	The bidder should be a Government Organizations / PSUs / PSEs / Partnership Firms / Proprietary Firms / Limited Companies under Indian Laws with an established setup in India, with registered office anywhere in India with a functional office in Mumbai Metropolitan Region.	<ul style="list-style-type: none"> • Certificate of Incorporation/Registration
02.	Financially sound firms with average annual turnover of not less than Rs. 180Lakhs in past three financial years immediately preceding bid due date.	<ul style="list-style-type: none"> • Certificate from Statutory Auditor of the bidder specifying the average annual turnover of the bidder in last 3 (three) financial years immediately preceding to bid due date.
03.	The firm should have successfully completed similar works during last 7 years ending last day of months previous to the one in which applications are invited should be either of the	<ul style="list-style-type: none"> • Copy of Work orders • Completion certificate of the work.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

	<p>following: (Estimated Cost of Work : Rs.1,20,00,000/- (One Crore Twenty Lakhs Only) Excluding GST.</p> <p>a) "Similar 3 work completed works" costing not less than the amount equal to 40% of the estimated cost</p> <p>Or</p> <p>b) "Similar 2 work completed works" costing not less than the amount equal to 50% of the estimated cost</p> <p>Or</p> <p>c) "Similar 1 work completed work" costing not less than the amount equal to 80% of the estimated cost.</p>	
04.	Other	<ul style="list-style-type: none"> Valid GST Certificate Audited Financial Statements and Annual reports of the bidder of last 3 (three) financial years immediately preceding to bid due date Certified copies of the ITRs filed by the entity for the immediately preceding three financial years. Board resolution or Power of Attorney specifying authorized signatory (not required for sole proprietorship companies provided same person is authorized signatory)

3. उपरोक्तकेसमर्थनमेंबोलीकर्ताकोवर्कऑर्डरकीप्रतिएवंपूर्णकरनेकाप्रमाण-
पत्रइत्यादिदस्तावेजीसाक्ष्यकेरूपमंप्रस्तुतकरे. इसकेबगैरप्रस्तावकोनिरस्तकियाजाएगाहै/ **In support of above, the bidder must submit the documentary evidences in theForm of Work Order copies & completion certificate etc. Without which the offer is liable to be rejected.**

• **नोट/** **NOTE** **:-(i)**
उपर्युक्तानुसारउल्लिखितदस्तावेजउपर्युक्तानुसारक्रममेंसंलग्नकरें/**The above**

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

mentioned documents should be enclosed in sequenced order as mentioned above.

4. एजेंसी निविदा के साथ सभी प्रस्तुत दस्तावेजों के सही होने के लिए पूरी तरह से जिम्मेदार होगी। झूठे दस्तावेजों की वजह से प्रस्ताव निरस्त किया जाएगा। बैंक के तकनीकी पैनल का निर्णय अंतिम होगा एवं सभी निविदाकार पर क्वालिफिकेशन एवं स्वीकृती के लिए बाध्य होगा/ **The agency will be fully responsible for correctness of all documents submitted along with the tender. The false documents may lead to termination of the offer BANK'S Technical Panel Decision would be final and binding on the tenderer for qualifications and acceptance**

निविदा सूचना/TENDER NOTICE

संदर्भ सं./REF NO: -TRO/BSD/ARCH/2024-25: NIT-

दिनांक/ **Date : 23.02.2026**

प्रति/To,

विषय/SUB: -Civil, Interior, Furnishing, AC duct and Electrical work at IBU IFSCA HQ building, Unit no.4N, 4th Floor, North Side, Zone-1, Road-1A, Gift SEZ, Gift City, Gandhinagar, Gujarat

महोदय/Dear Sir,

उपर्युक्त कार्य के लिए दो बोली प्रणाली (तकनीकी एवं वित्तीय)
के तहत मद्दों की दर के लिए मोहर बंद निविदा आमंत्रित की जाती हैं/ **Sealed item rate tenders are invited from contractors in Two Bid System (Technical and Financial) for the above works.**

Tender form can be downloaded from www.centralbank.abcprocure.com/EPROC. In that case a demand draft of Rs. 2000/- in favour of Central Bank of India, Payable at Mumbai should be submitted along with the tender document in envelope 1(Technical Bid)

बयानाजमाराशिरु. **2,50,000**/सेन् रुबैंक ऑफ इंडिया के पक्ष जारी मांग ड्राफ्ट जो ठाणे पर देय हो के रूप में प्रत् ये क निविदा दस् त्तेज के साथ संलग् न्हेना चाहिए .

EMD of **Rs. 2,50,000 /-** (Rupees Two Lakh Fifty Thousand Only) shall be in the form of Bank Draft drawn in favour of "CENTRAL BANK OF INDIA", Payable at Mumbai , must accompany each tender.

MSME Registered Vendors are exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

निविदादस्तावेजकीलागत,
बयानाजमाराशिकेबगैरएवंनियतदिनांकतथासमयकेपश्चातप्राप्तनिविदाकोरद्दकियाजाएगा.

Tender received without the cost of Tender Document, EMD & after due time & date shall be liable for rejection.

तकनीकीबोलीदिनांक**18.03.2026**कासायं 3.30
बजेबोलीकर्ताअथवाउनकेप्राधिकृतप्रतिनिधिकेसमक्षखोलीजाएगीतथावित्तीयबोलीखोलेजानेकीसूचनाबोली
कर्ताओंकोउचितसमयपरदीजाएगी.

Technical Bids will be opened at 3:30 PM **18.03.2026** in presence of intending tenderer online ,
or their authorized representatives and the opening of Financial Bids would be intimated in due
course to the Bidders.

बैंकनिम्नबोलीकोमान्यकरनेकेलिएबाध्यनहींहैतथाबैंककेपासबिनाकोईकारणबताएकोईभीनिविदास्वीकार
अथवाअस्वीकारअथवानिविदाबुलानेकाअधिकारसुरक्षितहोगा.

The bank does not bind itself to accept the lowest tender & reserves to itself the right to accept
any tender or reject any or call tender without assigning reason thereof.

प्रस्तुतिकीअंतिमदिनांक/LAST DATE OF SUBMISSION : **18.03.2026**

निविदाखुलनेकीदिनांक/TENDER OPENING DATE (तकनीकीबोली/Technical

Bids): **18.03.2026** (निविदाएं कॉन्ट्रैक्टिंग एजेंसी की उपस्थिति में खोली जाएंगी/ Tenders will be opened in
presence of intending contracting agencies)

धन्यवाद/Thanking You
भवदीय/Yours faithfully,

**Asst. General Manager
Business Support Department
Central Office
Mumbai**

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

1.1 निविदा/The Tender

Item rate tenders are invited through Online Mode on behalf of Central Bank of India, Business Support Department, 16th Floor, Nariman Point, Chander Mukhi Building, for Civil, Interior, Furnishing and Electrical work at IBU IFSCA HQ building, Unit no.4N, 4th Floor, North Side, Zone-1, Road-1A, Gift SEZ, Gift City, Gandhinagar, Gujarat

1.2. निविदा भरना/Filling in the Tender:

सही प्रकार से नहीं भरी गई, कटी-फटी,
गलत गणना अथवा शर्तों का अनुपालन करने वाली निविदाएं रद्द कर दी जाएंगी. Tender not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions shall be rejected.

1.3. दर/The Rates:

निविदकर्ता को अपनी दर शब्द और अंक दोनों में उद्धृत की जानी चाहिए. क्वांटिटिके शिड्यूल में पूरी तरह से मूल्य दिया जाए एवं प्रत्येक पृष्ठ का योग पिछले पृष्ठ के आंकड़ों के साथ आगे ले जाया जाए तथा उससे लिखा जाए एवं निविदकर्ता द्वारा हस्ताक्षर किया जाए. कोई भी स्थान खाली न छोड़ा जाए.
यदि उद्धृत की गई दर शब्द और अंक में अंतर होता है तो शब्दों में दी गई दर मान्य होगी. Tenderers should quote their rates both in figures and words. The schedule of quantities must be fully priced and the total of each page along with carried over figure of the previous page shall be given in ink and signed by the tender. No blank space shall be left. If any discrepancy is found in the rates quoted in figures and in words, the rate which is will be considered.

1.4. प्रस्तुति/Submission:

The tender has to be submitted on line at www.centralbank.abcpurchase.com/EPROC No offline and physical tenders would be accepted.

1.5. निविदा पर हस्ताक्षर/Signing the Tender:

यदि निविदा कंपनी अधिनियम 1956
में निगमित कंपनी की ओर से प्रस्तुत की जाती है तो कंपनी के प्रबंध निदेशक अथवा इस हेतु विधिवत रूप से प्राधिकृत निदेशक द्वारा इस पर हस्ताक्षर किए जाएं.

यदि निविदा भागीदार फर्म द्वारा प्रस्तुत की जाती है तो निविदा पर फर्म के सदस्य द्वारा सह भागीदार फर्म के साथ जो

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

उसकी ओर से अपने नाम से हस्ताक्षर कर सकता है द्वारा किए गए एवं फर्म के प्रत्येक सदस्य का नाम एवं पता दिया जा
एसाथ ही साथ ही निविदा के साथ मुख्तार नाम की प्रतिसंलग्न की जाए जिसमें उस भागीदारों की तरफ से हस्ताक्षर कर
ने के लिए प्राधिकृत किया गया है. निविदा के साथ भागीदारी प्रसंविदा की पंजीकृत प्रति प्रस्तुत की जाए. If the tender
is made by or on behalf of a company, incorporated under the companies Act. 1956, it shall be
signed by their managing Director, or one of the directors duly authorized on that behalf. If it
is made by the partnership firm, it shall be signed with the co-partnership name by a member
of the firm who shall sign in his own name and give the name and address of each partner of
the firm and attach a copy of power of attorney with the tender authorizing him to sign on
behalf of the partners. A certified copy of the registered partnership deed shall also be
submitted along with the tender.

1.6. स्वीकारने की अवधि/Acceptance period:

निविदा, निविदा खुलने की दिनांक से 90 दिनों की अवधि तक स्वीकृती के लिए वैध रहेगी. The tender shall remain
valid for acceptance for a period 90 days from the date of opening of tender,

1.7. स्थल निरीक्षण/Site Inspection:

प्रत्येक निविदाकर्ता से अपेक्षा की जाती है कि वह दर उद्धृत करने के पूर्व प्रस्तावित कार्य के स्थल का निरीक्षण कर ले एवं
उन्हें सभी ड्रॉइंग एवं दस्तावेज भी देख लेना चाहिए.

यह माना जाएगा कि ठेकेदार द्वारा आनी लागत पर स्थल का निरीक्षण कर लिया गया है एवं उद्धृत दर हर परिस्थिति में
लागू माना जाएगा. Every tender is expected to inspect the site of proposed work before quoting
his rates He must also go through all the drawings and documents. It will be construed that the
contractor has inspected the site at his cost, and the quoted rates shall hold good in all
conditions.

1.8. क्वांटिटिका शिड्यूल/Schedule of Quantities:

विभिन्न मदों के लिए क्वांटिटिका शिड्यूल इस निविदा के साथ संलग्न किया जाना चाहिए.

यह निश्चित तौर पर स्पष्ट की जाती है कि नियोक्ता मद एवं क्वांटिटि स्वीकार नहीं करेगा एवं नियोक्ता अनुबंध की शर्तों
को प्रभावित किए बिना अपने विवेक के अनुसार चूक, कटौती अथवा जोड़ कर इसमें परिवर्तन कर सकता है.
नियोक्ता के पास इस आशय का अधिकार है कि वह अनुबंध की शर्तों को बिना प्रभावित किए किसी भी मद को कार्यक्षे
त्र से हटा सकता है.

A schedule of quantities for various items accompanies this tender. It should be definitely
understood that the Employer do not accept of items and quantities and his schedule is liable
to alterations by omissions, deductions or additions at the discretion of the employer without
affecting the terms of the contract. The Employer reserves the right to completely delete any
item from the scope of the work without affecting the terms of the contract.

1.9. अनुबंध दरें/ Contractors Rates:

अनुबंध की दरों में कार्य स्थल तक सामग्री के परिवहन एवं स्टोरेज तथा सभी कर जैसे विक्रय कर,
सीमा शुल्क एवं चुंगी इत्यादि के साथ मदों का उस स्थिति में फिक्सिंग या रख रखाव शामिल होना चाहिए जहां से कार्य संचालित
किया जाना हो. The contractors rates must include the cost of transportation of material to
the site, storage at site all taxes such as sales tax, excise and octal etc. and the fixing or placing
in position for which the items of works is intended to be operated.

1.10. स्पष्टीकरण/Interpretation:

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

विशिष्टताओंकेस्पष्टीकरणकेलिएनिम्नतरमहत्वपूर्णक्रमकाअनुपालनकियाजाए

In interpreting the specifications, the following order of decreasing importance shall be followed:

ए/a) क्वांटिटिकाशिड्यूल/Schedule of quantities.

बी/b) सामग्रीकाशिड्यूल/Schedule of materials

सी/c) कार्यकुशलताकाशिड्यूल/Schedule of workmanship.

डी/d) ड्रॉइंग/Drawings

ई/e) विशेषवैशिष्टताओंकाविवरण/Particular of special specification.

एफ/f) सामान्यवैशिष्टताएं/General Specification.

समग्ररूपसेअनुबंधमेंविशिष्टताओंद्वारामेंसमाहितनहींकिएगएविषयसंबंधभारतीयमानककोडद्वारासमाहित किएजाएंगे. यदिविशेषविषयकेलिएतैयारनहींकिएगएहैंतोनियोक्ताकानिर्णयअंतिमऔरबाध्यकारीहोगा.

Matters not covered by the specification given in the contract as a whole shall be covered by the matters not covered by the relevant Indian standard Codes. If such codes for a particular subject have not been framed the decision of the Employer shall be final and binding.

1.11. निविदाआमंत्रणसूचनामेंपरिवर्तन/Alteration in Notice Inviting Tenders:

निविदाकर्ताद्वारानिविदाआमंत्रणसूचनामेंकिसीभीप्रकारकापरिवर्तननहींकियाजासकताहैयदिऐसेपरिवर्तन किएगएहैंअथवाकोईविशेषशर्तसंलग्नकीगईहैतोनिविदाकोरद्दकियाजाएगा.No alteration shall be made by the tender in the notice inviting Tenders and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

1.12. निविदास्वीकारकियाजाना/Acceptance

of

Tender: निविदाकोस्वीकारकरनेकाअधिकारनियोक्ताकेपासहैएवंवहनिम्नतमनिविदाकोस्वीकारकरनेकेलिएबाध्यनहींहैएवंउसकेपासबिनाकारणबताएकोईएकअथवाप्राप्तसभीअथवानिविदाओंकाकोईभागनिरस्तकरनेकाअधिकारसुरक्षितहैतथानिविदाकर्ताउद्धतदरपरइसेनिष्पादितकरनेकेलिएबाध्यहोगा.The

acceptance of tender rest with the Employer, who does not bind himself to accept the lowest tender and reserves to himself the authority to, reject any or the entire tender received without assigning any reasons. The Employer reserves the right of accepting the whole or any part of the tenders and the tenders shall be bound to perform the same at their quoted rates.

1.13. स्थलपर्यवेक्षण/Site Supervision:

स्थलपरकार्यनियोक्ताअथवाउनकेप्रतिनिधिकेमार्गदर्शनमेंकियाजानाहोगा.

निविदास्वीकारकरनेकेउपरांतठेकेदारकोउसकेअधिकृतप्रतिनिधिकाकानामदेनाहोगाजोनिर्माणकार्यकापर्यवेक्षणकरेगाएवंदैनिकआधारपरअनुदेशकेलिएउत्तरदायीहोगा. The work shall be carried out under the direction of the Employer or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instruction for carrying out the work on day basis.

1.14. गुणवत्ता/Quality:

सामग्रीकीगुणवत्ताऔरवर्कमेनशिपकेलिएनियोक्ताकानिर्णयअंतिमएवंबाध्यहोगा.

ठेकेदारकोनियोक्ताद्वारारद्दकीगईसामग्रीकोतत्कालसाइटपरसेहटानाहोगा. The Employers decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected by the Employer shall be immediately removed by the contractor from the site.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

1.15. कार्यआरंभ/पूर्णकरनेकीअवधि/Commencement of Work/Period of Completion:

ठेकेदारकोआशय-पत्रजारीकरनेकीदिनांकसे 7 दिवसकेअंदरकार्यआरंभकरनाहोगा। यहदिनांककथितकार्यआरंभकरनेकीदिनांकमानीजाएगी। समयअनुबंधकामूलतत्वहै। इसनिविदाकेअनुसारसभीकार्यप्रारंभहोनेकीदिनांकसे45दिवसकेअंदरपूरेकरलिएजाएं। The Contractor shall commence work on site within 7 days from the date of issue of the letter of intent. This date shall be considered as the date of commencement of the said work. Time is the essence of the contract. All works as per this tender will be completed within 45days from the date of commencement.

1.16. दोषउत्तरदायित्वअवधि/Defect Liability Period:

कार्यपूर्णहोनेकीदिनांकसे12 माहकी“दोषउत्तरदायित्वअवधि” किसीभीप्रकारकादोषहोनेपरइसेठेकेदारद्वारासुधाराजाएगा। यदियहदोषसुधारानहींजाताहैतोनियोक्तापरामर्शदाताकीसहमतिसेअन्यकिसीएजेसीसेठेकेदारकीजोखिमऔरलागतपरकराएगा। इसतरहकेदोषनियोक्तासेलिखितमेंसूचनाप्राप्तिकेपश्चात ‘उत्तरदायित्वअवधि’ कीसीमातकदूरकरनाहोगा। Any defect developed within “Defect Liability Period” of 12months from the date of completion will have to be rectified by the contractor. In case of failure to do so the employer with the concurrence of the consultant shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be taken on receipt of written notice from the Employer and such defects may extend “liability period”.

1.17. टुकड़ोंमेंकब्जा/Part Occupation:

यदिस्वामीटुकड़ोंमेंकब्जाचाहताहैतोठेकेदारकोनियोक्तासेमिलकरउसक्षेत्रकाकार्यपूराकरनाहोगाऔरउसे करारकेकिसीभीखंडकोप्रभावितकिएबिनानियोक्ताकोकब्जादेनाहोगा। If the owner wants to occupy areas in part, the contractor shall have to be complete the work of the area in conjunction with the Employer and hand over the same to the Employer without affecting any of the clauses of agreement.

1.18. व्यतिरेकहस्ताक्षर/ Contract Signing: निविदास्वीकारेजानेकेपश्चातनिविदाकर्ताकोसूचनाके 10 दिवसकेअंदरआवश्यकदस्तावेजपरहस्ताक्षरकरनेहोंगेतथास्टैपपेपरसहितकरारकाव्ययनिविदाकर्ताकोवह नकरनाहोगा। यदिकोईविलंबहोताहैतो ‘बयानाजमाराशि’ जब्तकरलाजाएगीतथानिविदारद्धकीजाएगीअथवाअनुबंधनिविदाकीशर्तोंकेअनुसारअनुबंधप्रवर्तितकरनाहोगातथानिविदकर्ताइसकेलिएबाध्यहोगाचाहेनिविदकर्ताद्वाराऔपचारिककरारनिष्पादितऔरहस्ताक्षरनहींकीयागयाहो।

After acceptance of the tender, the tender shall sign the necessary papers within 10 days of the intimation, Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay, the “Earnest Money” may be forfeited and the tender cancelled or the contract enforced as per term of the tender and the tender shall thus be bound even though the formal agreement has not been executed and signed by the tender.

1.19. बयासनाजमाराशि/Earnest Money Deposit:

EMD of 2,50,000/- (Rs. Two Lakh Fifty Thousand Only) Civil, Interior, Furnishing, AC duct and Electrical work at IBU IFSCA HQ building, Unit no.4N, 4th Floor, North Side, Zone-1, Road-1A, Gift SEZ, Gift City, Gandhinagar, Gujarat.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

,in the form of Bank Draft only and in favour of CENTRAL BANK OF INDIA AT MUMBAI, shall be submitted along with the tender.

बिना बयाना जमाराशि अथवा उपर्युक्त के अलावा अन्य किसी रूप में प्राप्त निविदा को रद्द कर दिया जाएगा। असफल निविदाकर्ताओं को बयाना जमाराशि निविदा खुलने की दिनांक से एक माह के अंदर वापस की जाएगी। धारित राशि के अतिरिक्त बयाना जमाराशि को भी जमा रखा जाएगा एवं कार्य पूरा होने के उपरांत इसे वापस किया जाएगा।

The tender reserved without EMD or any other form than stated above may be rejected. The EMD shall be refunded to the unsuccessful tenders within one month of the opening of the tender. The EMD shall be retained in addition to the retention money and shall be returned on completion of the project.

b) धारित राशि/Retention Money: प्रत्येक रनिंग बिल के मूल्य का 10 प्रतिशत प्रत्येक रनिंग खाता-भुगतान से कटौती की जाएगी।

Retention Money at the rate of 10% of each running bill value shall be deducted from each running account payment.

c) धारित राशि/बयाना जमाराशि पर किसी भी प्रकार का ब्याज देय नहीं होगा।

The Retention money/EMD amount shall not bear any interest.

1.20. जमाराशिका भुगतान/Refund Deposit:

प्रोजेक्ट के वास्तविक रूप से पूर्ण होने पर धारित राशि का 50 प्रतिशत भुगतान किया जाएगा एवं शेष 50 प्रतिशत राशि वास्तविक कार्य पूरा होने की दिनांक से 6 माह की दोष उत्तरदायित्व अवधि पूर्ण होने के उपरांत की जाएगी।

50% of the retention money shall be returned after the virtual completion of the project and the balance 50% shall be returned after the defect's liability period of 12 months from the date of virtual completion.

1.21. सामग्री की पूर्ति/Supply of Material:

कार्य के लिए आवश्यक किसी भी प्रकार की सामग्री की पूर्ति के लिए स्वामी बाध्य नहीं है।

ठेकेदार को सामग्री के शिड्यूल में दी गई गुणवत्ता और मेक के अनुसार ही क्रय करना होगा तथा नियोक्ता से अनुमोदन प्राप्त करना होगा।

Owner does not bind himself to supply any materials whatsoever required for the work. The quality/make of the material purchased by the contractor shall be exactly same as mentioned in the schedule of materials and shall be got approved by the Employer.

1.22 बीमा/Insurance:

सफल ठेकेदार को अपने नाम पर सभी जोखिम बीमा

(सीएआर)

लेना होगा तथा मूल पॉलिसी स्वामी के पास जमा करनी होगी। पॉलिसी में निम्नानुसार खंड समाहित किए जाने चाहिए :

The successful Contractor shall take out contractor all risk (CAR) insurance policy, in the name of the contractor, and the original policy shall be deposited with the owner. The policy shall cover clause as under:-

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

- a) ठेकेदार को पूरे समय सुरक्षित रखना होगा और नियोक्ता एवं उसके अधिकारी, कर्मचारी, ग्राहक और अन्य अतिथियों अथवा कार्य-परिसर में आने-जाने वालों को तृतीय पक्ष दावे से सुरक्षित रखना होगा. The contractor shall at all times indemnify and keep indemnified the employer and its officers, servants, clients and any other guest, customer or person moving in the work premises from and against all third-party claims

जो कुछ (संपत्तिको हानि/नुक्सान, ठेकेदार के व्यक्तिगत एजेंट को ई उप ठेकेदार और/अथवा नियोक्ता सहित किं तु इस तक सीमित नहीं)

whatsoever (including but not limited to property loss and damage, personal agents to the contractor, any sub-contractor and/or the employer) and the contractor shall at his own cost and initiative at all times up to the successful conclusion of the defects liabilities under his clause, including but not limited to third party insurance and liability under the motor vehicle Act, Risk Insurance Act and/ or other Industrial Legislation from time to time in force in India with insurance company (ies) approved by the owner and such policy (ies) shall be of not lesser limit than the limits hereunder specified namely :-

- i) कारीगर क्षति पूर्ति बीमा- भारतीय गणतंत्र के नियमों के अंतर्गत निर्धारित सीमा तक देय क्षति पूर्ति/Workmen's compensation Insurance- to the limit to which compensation may be payable under the laws of the Republic of India.

- ii) तृतीय पक्ष बीमा/Third party Insurance - शारीरिक चोट एवं संपत्तिको नुकसान सभी कार्य में प्रत्येक दुर्घटना के लिए सीमा रु. 1,00,000/ (रु. एक लाख) से कम नहीं होगी बशर्ते उल्लिखित सीमाएं केवल बीमा उद्देश्यों के लिए न्यूनतम सीमाओं के विनिर्देशन के रूप में संचालित होंगी, लेकिन निर्दिष्ट सीमा (एं) के लिए इस खंड के अनुसार किसी भी तरह से देयता को सीमित नहीं करेगा body injury and property damage to the limit of not less than Rs. 1,00,000/- (Rupees One Lac Only) in each accident at all jobs sites provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the liability in terms of this Clause to the limit(s) specified.

b) यदि ठेकेदार पूर्वगामी उपखंड के अनुसार बीमा कि एजाने अथवा जारी रखने में असफल रहता है तो नियोक्ता (ऐसा करने की बाध्यता के बगैर)

ठेकेदार की लागत और व्यय पर नियोक्ता की ओर से अन्य अधिकारों व उपायों के प्रति बिना किसी पूर्वाग्रह के ऐसा बीमा करने और दस संबंध में व्यय की गई राशि को ठेकेदार को देय से कटौती करने का अधिकार होगा.

Should the contractor fail to take out and/or keep afoot as provided for the foregoing sub clause, the Employer shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Employer in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.

1.23 पॉलिसी की अवधि/ Period of Policies:

उपर्युक्तानुसार सूचित सभी बीमा कवर, अनुबंध पूरी होने और दोष देयता अवधि के दौरान जारी रहना चाहिए.

All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

1.24. परिनिर्धारित नुकसान/Liquidated Damages:

पूरा प्रोजेक्ट सहमत अवधि में चरणबद्ध तरीके से सौंपना होगा.

नियोक्ता परिनिर्धारित नुकसान दंड के रूप में कुल अनुबंध मूल्य का

1

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

प्रतिशतप्रतिसप्ताहकेरूपमेंवसूलहोगाजाअनुबंधमूल्यकेअधिकतम 10 प्रतिशतकेअधीनहोगा. Entire project will be completed and handed over within agreed timing in a phased manner, Employer shall levy liquidated damages by way of penalty a sum at the rate 1 % of the total contract value per week subject to the maximum of 10 % of the contract value

1.25 अतिरिक्तमद/Extra item:

बदलीगईसभीअधिकृतमदऔरस्थानापन्नकार्यकीगणनानिम्नानुसारकीजाएगी.

The rates of all authorized extra items altered or substituted work shall be worked out as follows: -

- a) दरअनुबंधकीविद्यमानदरअथवाउसकेआधारपरनिकालीजाएंगीयथासंभवअधिकतमउसीवर्गता कार्यकीप्रकृतिकेअनुसारहोंगी.

The rates shall be based on or derived from the existing rates in the contract as far as possible and to the maximum extent possible from the same class & nature of work.

- b) जहांदरेंऊपर (ए) (I) केतरीकेसेप्राप्तनहींकीजासकतीहैं, वहांउन्हेंप्रतिस्पर्धीबाजारदरजिसमेंकर, सीमाशुल्कइत्यादिशामिलहैंसाथहीठेकदारका 15 प्रतिशतलाभ, उपरीखर्चएवंपर्यवेक्षणप्रभारअथवानियोक्ताद्वाराजैसापरमर्शदियागयाहोकोजोड़करगणनाकीजाएगी.

Where the rates cannot be derived in the manner of (a)(I) above, the same shall be worked out on the basis of most competitive market rates inclusive of any taxes, octroi etc. plus 15% for contractor's profit, overheads and supervision charges or as suggested by the Employer.

- c) ठेकेदारकोआदेशप्राप्तिकेउपरांतउपर्युक्तकार्य 3 दिनोंमेंकरनाहोगातथाकार्यकीऐसीमदोंकेलिएदरप्रस्तुतकरनाहोंगीजिनकाउसकेद्वारादावाप्रस्तावित है इसकेसमर्थनमेंदरविश्लेषणएवंवाउचरभीप्रस्तुतकीएजानेचाहिए. प्रोजेक्टइंजीनियरविधिवत्विश्लेषणऔरऔचित्यताकेसाथइनमदोंकेलिएस्वीकार्यदरएकमाहकीअवधिकेअंदरसूचितकरेगा.

- d) The Contractor shall, within three days of the receipt of an order carry out the above within 3 days after having carried out the above work, submit the rates which he proposes to claim for such item of work, supported by rate analysis and vouchers. The project engineer shall with due analysis and justification communication to the contractor the rate admissible for these items, within a period of one month.

1.26 वृद्धि/Escalation:

प्रोजेक्टकीअवधिकेदौरानठेकेदारकोश्रम, सामग्रीयाकिसीअन्यवैधानिकलेवी / करपरकोईभीवृद्धिकाभुगताननहींकियाजाएगाऔरदोषदायित्वअवधिकेदौरानइसखंडमेंकोईभीपरिवर्तन स्वीकार्यनहींहोगा.

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the duration of the project and during the defect liability period no alteration in this clause will be acceptable.

1.27 निविदाप्राप्ति/Receipt of Tenders:

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

मोहरबंद लिफाफे में सभी प्रतियों, ड्राइंग इत्यादि सहित निविदाएं इस खंड में दिए अनुसार प्राप्त की जाएंगी.
Tenders along with all the copies, drawings etc. in sealed envelope will be received as stated on the cover of this volume.

1.28. एसआई (कर्मचारी राज्य बीमा) एवं भविष्यनिधि/E.S.I. (Employee States Insurance) & Provident Fund:

एसआई एवं भविष्यनिधि प्रभार्यसदि, लागू हों तो ठेकेदार द्वारा वहन किए जाएंगे;
ESI charges & Provident fund charges, if applicable, shall be borne by the Contractor.

[

1.29. कार्य-कर/Work Tax:

कार्य अनुबंध कर के भुगतान की जिम्मेवारी ठेकेदार की होगी.

Payment of works contract tax shall be the responsibility of the Contractor.

[

परिशिष्ट/APPENDIX		
विभिन्न खंडों का सारांश/SUMMARY OF VARIOUS CLAUSES		
1.	प्रारंभ होने की दिनांक (1.15) Date of Commencement (1.15)	कार्य आदेश जारी होने से 7 दिन 07 Days from the issue of Work Order
2.	पूर्ण होने की अवधि Period of Completion (1.15)	प्रारंभ होने से 45 दिन 45 Days from the date of Commencement.
3.	दोष उत्तरदायित्व अवधि Defects Liability Period (1.16)	वास्तविक रूप से पूर्ण होने की दिनांक से 12 माह 12 Months from date of virtual completion.
4.	बयानाजमाराशि Earnest Money Deposit (1.19a)	निविदा के साथ रु. 2,50,000.00/ कामंग ड्राफ्ट जो सेन्ट्रल बैंक ऑफ इंडिया के पक्ष में हो तथा ठाणे पर देय हो Rs.2,50,000.00/- (Rupees Two lakh Fifty Thousand Only) along with Tender in the Form of Demand Draft Favouring Central Bank Of India Payable at Mumbai.
MSME Registered Vendors are Exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.		
5.	धारित राशि Retention Money (1.19b)	प्रत्येक रनिंग बिल के प्रमाणित सकल मूल्य का 10% 10% of certified gross value of each running bill
6.	अंतरिम बिल के लिए कार्य का मूल्य Value of Work for Interim Bill (1.20)	कार्य आदेश मूल्य का 50% 50% of the Work Order Value
7.	परिनिर्धारित हानि Liquidated Damages (1.24)	प्रति सप्ताह कुल अनुबंध मूल्य का 1% अधिकतम अनुबंध मूल्य के 10% के अधीन 1 % of the total contract value per week subject to the maximum of 10 % of the contract value

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

निविदाफॉर्म/ TENDER FORM

प्रति/To,

**Asst. General Manager
Business Support Department
16th Floor, Chander Mukhi Bldg.
Nariman Point**

Civil, Interior, Furnishing and Electrical work at IBU IFSCA HQ building, Unit no.4N, 4th Floor, North Side, Zone-1, Road-1A, Gift SEZ, Gift City, Gandhinagar, Gujarat

महोदय/Dear Sir,

उपर्युक्त प्रस्तावित कार्य की निविदा के संबंध में, मैं/हम निम्नानुसार सूचित करते हैं।

With reference to the tender by you for the above proposed work, I/we write this after

(a) मैंने/हमने डिजाइन, ड्राइंग विवरण, क्वंटिटिकाशिड.यूल, समग्र काशिडयूल, कार्य कौशल काशिडयूल, निविदा के लिए अनुदेश,

करार काम सौदा का परीक्षण किया है तथा निविदा दस्तावेज के सभी पृष्ठों और उनमें दिए गए तथा प्रस्तावित कार्य से संबंधित निविदा अनुबंध (जिसे बाद में अनुबंध दस्तावेज कहा गया है)

का भलीभांति अध्ययन कर लिया है एवं समझ लिया है। Having examined the design, drawings details, schedule of quantities, schedule of materials, schedule of workmanship, instructions to tenders, draft agreement and having thoroughly gone through all the pages of the Tender documents & having understood the facts intended to be conveyed therein the tender annexed thereto (here-in-after called the Contract Documents) relating to the proposed work.

(b) प्रस्तावित कार्य के कार्यस्थल देख लिया है और

Having visited and examined the work site of the proposed work and,

(c) निविदा को प्रभावित करने वाली आवश्यक सूचना प्राप्त कर ली है

Having acquired with the requisite information as affecting the tender.

मैं/हम अद्यो हस्ताक्षरी क्वंटिटिकाशिडयूल के मूल्य की गणना प्रतिफल पर एतद्वारा अनुबंध दस्तावेज का कड़ाई से अनुपालन करते हुए कार्य करने की पेशकाश करते हैं।

I/We, undersigned, hereby offer to execute the proposed work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

मैं/हम आपके द्वारा हमारी निविदा स्वीकार करने की सूचना की दिनांक से और साइट ग्रहण करने की दिनांक से शि
ड्यूल के अनुसार कार्य करने का वचन देते हैं।

I/we undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site.

मैं/हम इस बात का भी वचन देते हैं अनुबंध के समय विस्तार की शर्त के अधीन असफल रहने पर,
उस अवधि के लिए जिसमें कार्य पूर्ण नहीं हुआ है,

के लिए अनुबंध की शर्तों के परिशिष्ट के अनुसार मैं/हम सहमत परिनिर्धारित हानि राशिका भुगतान स्वामी को करेंगे।

I/We further undertake that on failure, subject to the condition of the contract relating to extension of time, I/We shall pay the agreed 'Liquidated Damages' to the Owner the sum named in the Appendix to the conditions of contract, Liquidated Damages' for the period during which the work shall remain incomplete.

मैं/हम रु.2,50,000/- बतौर बयाना राशि आपके पास जमा करेंगे जिस पर कोई ब्याज नहीं मिलेगा और मैं/हम इस बात से भी सहमत हैं कि यदि नियोजित मेरी/हमारी निविदा स्वीकार कर लेता है और मैं/हम कहे जाने पर अनुबंध लेने में असफल रहते हैं तो यह रशि जप्त कर ली जाएगी।

I/We hereby deposit with you as 'Earnest Money' of Rs.2,50,000.00 /- (Rs. Two Lakh Fifty Thousand Only) carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so.

मैं/हम इस बात से भी सहमत हैं कि अंतरिम भुगतान से 10% 'धारित राशि' के लिए एक तृतीयांश जो करार में संबंधित खंड के अनुसार वापस की जाएगी।

I/We further agree to the deduction of 10% from the 'Interim Payment' towards the 'Retention money, which will be returned as per the relevant Clauses in the agreement.

भवदीय/Yours faithfully

फर्म के भागीदारों के नाम/Name of the partners of the firm

अथवा/OR

व्यक्तियों के नाम जिनके पास अनुबंध हस्ताक्षर करने के लिए मुख्तारनामा है

Name of the persons having Power-of Attorney to sign the contract.

नुबंध/Annexure-I

(सफल बोलीकर्ता द्वारा रु.200 के गैर अदालती स्टाम्प पेपर पर दिया जाएगा)

(On Rs.200/- non-judicial stamp paper by the successful bidder)

द्वारा/From: ठेकेदार/The Contractor

प्रति- सेंट्रल बैंक ऑफ इंडिया, मुंबई.

To Central bank of India, Mumbai.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

महोदय/Dear Sirs,

हमटेंडरकेकवरपेज

(पेजनंबर

1)

परवर्णितपरिसरमें

केलिए _____ दिनांककीनिविदाकाउल्लेखकरतेहैं। हमएतद्वारापुष्टिकरतेहैंकिहमनेअनुबंधकेनि

ष्पादनकेलिएकेन्द्र,

राज्यअथवास्थानीयसभीकानूनकेअंतर्गतमालप्रदायकरनेकेलिएसभीऔपचारिकताओंकाअनुपालनकियाहै।

हमयहभीपुष्टिकरतेहैंकिआपकोप्रदायकीगईसामग्रीकेलिएहमारेबिक्रीएवंसीमाशुल्कसहितसभीकरएवंशुल्ककाभुगतानकरदियाहैऔरइसकेलिएहमजिम्मेवारहोनेकावचनदेतेहैं।

We refer to the tender dated _____ for _____ at the premises mentioned on cover page (page no.1) of the tender. We hereby confirm that we have complied with all formalities in the performance of our Contract for the supply of goods and services under all statutes governing the same, Central, State or Local. We further confirm that we have paid all taxes and duties including sales tax and excise duty in respect of the goods and services supplied to you and undertake to be responsible for the same.

हमकिसीभीदावेयामांगऔरसभीहानि,

लागत,

शुल्कअथवाअन्यथाऔरकिसीभीव्यक्तिद्वाराकिएगएदावोंकेभुगतानकेलिएनिविदाकेतहतहमारेदायित्वकेसंबंधमेंकिएगएकिसीभीदावेकेपरिणामस्वरूपहोनेवालेव्ययअथवानुक्सानकेलिएक्षतिपूर्तिकरनेऔरआपकोक्षतिपूरितकरनेकेलिएसहमतहैं।

We agree to indemnify and keep you indemnified against any claim or demand and all loss, costs, charges and expenses incurred or suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender for payment of taxes, duties or otherwise.

भवदीय/Yours truly,

दिनांक/Date : _____

रबरकीमोहरसहितठेकेदारकेहस्ताक्षर/SIGNATURE OF CONTRACTOR WITH RUBBER STAMP

अनुबंध/Annexure - II

(सफलबोलीकर्ताद्वारा रु.200/ केगैरअदालतीस्टांपपेपरपर)

(On Rs.200/- non-judicial stamp paper by the successful bidder)

द्वारा/From: ठेकेदार/The Contractor

प्रति/To : सेन्ट्रलबैंकऑफइंडिया, मुंबई/Central Bank of India, Mumbai.

महोदय/

Dear Sirs,

हमटेंडरकेआवरणपृष्ठ

(पृष्ठनं।

1)

परबताएगएआपकेपरिसरमेंसामानऔरसेवाओंकीआपूर्तिकेलिएदिनांक _____ कीनिविदा /

अनुबंधकाउल्लेखकरतेहैं। हमसूचितकरतेहैंकिहमकेन्द्रीयउत्पादशुल्कअधिनियम 1 9 44

द्वारानिर्धारितछूटसीमाकेअंतर्गतआतेहैंऔरआपकोप्रदत्तवस्तुओंऔरसेवाओंपरकोईउत्पादशुल्कदेयनहींहै।

हमयहभीपुष्टिकरतेहैंकिअनुबंधकेनिष्पादनमेंमालप्रदायकरनेऔरसेवाकेलिएसभीकेन्द्र,

राज्यअथवास्थानीयनियमोंकाअनुपालनकियाहै।

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

SIGNATURE OF TENDERER WITH RUBBER STAMP

Page 17

We refer to the tender / contract dated _____ for supply of goods and services to you at your premises of as mentioned on cover page (page no.1) of the tender. We advise that, we are covered under the exemption limit prescribed by the Central Excise Act 1944 and no Excise is payable by us on the goods and services supplied to you. We further confirm that we have complied with all the formalities in the performance of our contract for the supply of goods and services and under all statutes governing the same, Central, State or local.

हम यह भी वचन देते हैं कि हमारे द्वारा आपको प्रदाय किया गया माल एवं सेवा पर बिक्री कर और उत्पाद शुल्क सहित यदिकोई कर अथवा शुल्क देय है तो इसके भुगतान की जिम्मेदारी हमारी होगी.

We undertake that if any taxes and duties including sale tax and Excise duty in respect of goods and services supplied to you by us is payable, the responsibility of paying the same shall be ours.

हम कि सी भी दावे या मांग और स भी हानि, लागत, शुल्क अथवा अन्यथा और कि सी भी व्यक्ति द्वारा कि एग एदा वों के भुगतान के लिए निविदा के तहत हमारे दायित्व के संबंध में कि एग ए कि सी भी दावे के परिणाम स्वरूप होने वाले व्यय अथवा नुक्सान के लिए क्षतिपूर्ति करने और आपको क्षतिपूर्ति करने के लिए सहमत हैं।

We agree to Indemnify and keep you Indemnified against any claim or demand and all loss, cost, charges and expenses incurred and suffered by you as a result of any claim being made by any person in respect of our obligation under the said tender / contract for payment of taxes, duties or otherwise.

भवदीय/Yours truly,

Date: _____

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर / **SIGNATURE OF TENDERER WITH RUBBER STAMP**

करार की शर्तें / ARTICLES OF AGREEMENT

(सफल बोलीकर्ता द्वारा रु.200/- के गैर अदालती स्टाम्प पेपर पर निष्पादित किया जाएगा)

(On Rs.200/- non-judicial stamp paper by the successful bidder)

This agreement is executed at Mumbai on this day of 2011 between Central Bank of India, a body corporate, constituted under the provision of Banking Companies (Acquisition & Transfer of Undertakings) Act. 1970, having its Head Office at Chandermukhi, Nariman Point, Mumbai – 400 021. (hereinafter referred to as the “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the ONE PART and M/s (name of contractor), having its Registered office at (address of contractor. (Hereinafter referred to as the “Contractor”, which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the OTHER PART.

WHEREAS the Bank is desirous of carrying out the (brief description and address of work) and therefore has invited tenders.

AND WHEREAS the contractor has submitted its tender for carrying out the (brief description and address of work) is hereinafter referred to as and the same was accepted by the Bank.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

SIGNATURE OF TENDERER WITH RUBBER STAMP

Page 18

AND WHEREAS the contractor has submitted the tender dated (date of tender) wherein the (brief description of the work) work to be done was also described as per priced schedule of quantities, along with the general condition of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the essential terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.

AND WHEREAS Bank has also accepted the offer of the contractor to fulfill the (brief description of the work) work as agreed to in its tender dated wherein the work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities, and as per the work order no.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The contractor hereby agrees that it shall execute the (brief description of the work) work as per the tender dated (date of tender) copy whereof is enclosed and the same shall form part and parcel of this agreement, wherein work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc, at the respective rates mentioned in the priced schedule of quantities, and also as per the essential terms and conditions mentioned in the work order no. (Work order no. and date) copy whereof in enclosed and the same shall form part and parcel of this agreement.

1. The Bank hereby agrees to pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the tender dated and also as per the essential terms and conditions mentioned in the work order no. issued by the Bank to the contractor.
2. The Contractor has deposited Rs. (ISD amount) (Rupees (ISD amount in words) Only) with the Bank as Initial security deposit for due performance of the agreement, and the Bank hereby acknowledge the same.
3. Subject to what is stated in para 5 hereinafter, both the parties hereby agree to abide by and submit themselves to the terms and conditions and also stipulations as mentioned in the tender dated (date of tender) (as mentioned by this agreement) and also as per the terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.
4. Notwithstanding what is stated in terms and conditions and also stipulations [as to i) appointment of arbitrator and conducting the arbitration proceedings, and ii) the jurisdiction of Courts] as mentioned in tender dated (date of tender) both the parties hereby agrees that:

a) The appointment of Arbitrator/s & conducting the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996, and

a) कोई भी विवाद/मतभेद में निर्णय के लिए सिर्फ मुंबई के न्यायालय को अधिकार होगा.

Any dispute / differences, if any, shall be deemed to have arisen in and only courts in Mumbai shall have exclusive jurisdiction to try and determine the same.

b) The several parts of this contract have been read to us and fully understood and signed by us.

c) This agreement is deemed to have come into force on (date of work order / commencement date).

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.

Signed and delivered by Central]

For and on behalf of Central Bank of India

Bank of India by the hands of]

Shri.

It's constituted Attorney, in the]

Presence of;

]

1)

2)

Signed sealed (with common]
seal) and delivered by

M/s (Name of the firm),

through It's authorized Signatory]

Shri.

()

निम्नकउपस्थितिमें

In the presence of:

]

Authorized Signatory

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as "**The Principal**",

And

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

SIGNATURE OF TENDERER WITH RUBBER STAMP

Page 20

accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17).

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

परिभाषा एवं व्याख्या

DEFINITIONS AND INTERPRETATIONS

1. परिभाषाएं/DEFINITIONS :

जहां संदर्भानुसार अन्यथा आवश्यक है को छोड़कर निम्नलिखित शब्दावली का अर्थ निम्नानुसार होगा.

The following terms shall have the meaning hereby assigned to them except where the context otherwise require.

- (a) नियोक्ता से तात्पर्य मे. सेन्ट्रल बैंक ऑफ इंडिया अथवा उसके प्राधिकृत प्रतिनिधि से है.
Employer means M/s CENTRAL BANK OF INDIA or his/her Authorized Representative.
- (b) परामर्शदाता से तात्पर्य ऐसे व्यक्ति से है जिसे नियोक्ता द्वारा अनुबंध के उद्देश्य से वास्तुविद के रूप में कार्य करने हेतु समय समय पर नियुक्त किया जाएगा. दस्तावेज के कुछ भागों में वास्तुविद से तात्पर्य परामर्शदाता होगा.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

Consultant shall be the person for the time being or from time to time duly appointed by the

Employer to act as 'Architect' for the purpose of the contract. In some part of the document,

the word Architect shall also mean the said "Consultant".

- (c) ठेकेदार से तात्पर्य सफल वेंडर से है जिसे अनुबंध दिया गया है।

Contractor shall mean the successful Vendor to whom the contract has been awarded.

- (d) उप ठेकेदार से तात्पर्य ऐसे व्यक्ति से है जिसे अनुबंध का कुछ कार्य परामर्शदाता और विधिक प्रतिनिधि, उत्तराधिकारी एवं ऐसे समनुदेशित व्यक्ति की लिखित सहमति से उपपट्टे पर दिया गया है।

Subcontractor shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Consultant and the legal representative, successors and assigns of such person.

- (e) अनुबंध का तात्पर्य एवं इसमें निम्न शामिल हैं/Contract, shall mean and include the following :

- (i) सूचना आमंत्रण निविदा/Notice Inviting Tender

- (ii) निविदा फॉर्म (विधिवत रूप से निविदकर्ता द्वारा हस्ताक्षरित हो)/Tender Form (duly signed in by Tenderer)

- (iii) परिभाषा एवं स्पष्टीकरण/Definitions and Interpretation,

- (iv) क्वांटिटिकाशिड्यूल/Schedule of quantities,

- (v) सामग्री काशिड्यूल/Schedule of materials,

- (vi) वर्कमेनशिप काशिड्यूल/Schedule of workmanship, and

- (vii) ड्रॉइंग/Drawings

- (f) स्थल से तात्पर्य नियोक्ता द्वारा ठेकेदार को उपयोग हेतु आबंटित सेवास्तविक स्थान से है जिसमें कार्य किया जाना है।

Site, shall mean the actual place in, over or under which work is to be done, allotted by the Employer for contractor's use.

- (g) अनुबंध के कार्य से तात्पर्य एवं इसमें अनुबंध के सभी खंडों को पूरा करने के लिए आवश्यक सामग्री, मजदूरी, एवं साधन शामिल हैं।

Work, of the contract shall mean and include materials, labour and the resources required for the fulfilment of the clauses of the contract.

- (h) अनुबंध मूल्य से तात्पर्य यदि कोई औपचारिक करार अथवा कार्य आदेश है तो उसमें संदर्भित की गई राशि से है।

Contract Price, shall mean the sums referred to in the formal agreement, any or the work order.

2. कार्य सौंपना और उपपट्टा/ASSIGNMENT AND SUB-LETTING :

2.1 कार्य सौंपना/Assignment:

ठेकेदार अनुबंध अथवा इसका कोई भाग अथवा इसमें कोई भी हिस्सा परामर्शदाता/नियोक्ता की बिना अनुमति के कर्ना नहीं सौंपेगा।

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under without the written permission of the Consultant/Employer.

2.2 उप-पट्टा/Sub-letting:

रबर की मोहर सहित निविदकर्ता के हस्ताक्षर

ठेकेदार अनुबंध का पूरा अथवा कोई भी भाग उप-पट्टे पर नहीं देगा।
 ठेकेदार वास्तुविद एवं नियोक्ता की लिखित अनुमति के बगैर कार्य का कोई भी भाग उप-पट्टे पर नहीं सौंपेगा, यदि अनुमति दी जाती है तो ठेकेदार अनुबंध के अंतर्गत अपनी देयता से मुक्त नहीं हो सकेगा एवं उप-ठेकेदार, उसके एजेंट,
 कर्मचारी अथवा कर्मकार के कृत्य, त्रुटि अथवा लापरवाही के लिए उसी प्रकार से जिम्मेदार होगा जैसे कि यह कृत्य, त्रुटि अथवा लापरवाही ठेकेदार अथवा उसके एजेंट, कर्मचारी अथवा कर्मकार द्वारा की गई है। The Contractor shall not sub-let the whole or part of the contract. The contractor shall not sublet any part of the works without the written consent of the Architect and the Employer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of the subcontractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the contractor or his agents, servants, or workmen.

3. ड्रॉइंग/DRAWINGS :

3.1 ड्रॉइंग जारी करना/Issues of Drawings:

यदि आवश्यक हो आ तो ठेकेदार को कार्य के लिए अनुबंध अवधि में अनुमोदित ड्रॉइंग जारी की जाएगी एवं ठेकेदार को कार्य निष्पादन के लिए तदनुसार सामग्री की व्यवस्था करना होगी।
 ठेकेदार को अनुबंध के तहत कार्य निष्पादन अथवा अन्यथा के लिए आवश्यक ड्रॉइंग अथवा विशिष्ट कार्य के लिए पर्याप्त समय देना होगा।

Drawings approved for the work will be issued, if required, to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly. The contractor shall give adequate notice in writing to the Consultant or his Representative of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

3.2 ड्रॉइंग की प्रतियां/Copies of drawings:

सभी ड्रॉइंग की एक प्रति ठेकेदार को इन दस्तावेजों के माध्यम के साथ दी जाएगी जो हमेशा स्थल पर नियोक्ता/ परामर्शदाता अथवा उसके प्रतिनिधि अथवा परामर्शदाता द्वारा प्राधिकृत अन्य किसी भी व्यक्तिके निरीक्षण एवं उपयोग के लिए उपलब्ध होगी। ठेकेदार रु.200/

प्रति सेट के हिसाब से भुगतान कर अतिरिक्त प्रति प्राप्त कर सकता है।

One copy of all the drawings furnished to the contractor through these contract documents shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Employer/Consultant or his Representative and by any other person authorized by the Consultant. The contractor may request for additional copies on payment of Rs. 200/- per set.

3.3 और ड्रॉइंग जारी करना एवं अनुदेश/Issue of further drawings and instructions:

कार्य के उचित एवं पर्याप्त निष्पादन एवं रखरखाव के लिए आवश्यकतानुसार नियोक्ता/ परामर्शदाता को अपने प्रतिनिधिके माध्यम से कार्य के मध्य ड्रॉइंग एवं सुझाव प्रदाय करने की शक्ति एवं प्राधिकार होगा।

The Employer/Consultant shall have full power and authority to supply to the contractor from time to time through his representative, during the progress of the works such further drawings and instructions, if required, as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

3.4 ड्रॉइंग का स्वामित्व/ Ownership of Drawings:

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

ठेकेदारको प्रदायकी गई सभी ड्रॉइंग परामर्शदाता की संपत्ति मानी जाएगी।

ठेकेदार अपने और उसके कर्मचारियों एवं उप ठेकेदार की ओर से इस बात से सहमत है कि वह अनुबंध के दौरान अथवा इसके पूर्ण होने के पश्चात् इस अनुबंध के अतिरिक्त इस ड्रॉइंग में निहित सूचनाओं को प्रकट अथवा प्रयोग नहीं करेगा।

All drawings supplied to the contractor are deemed to be the property of the Consultant. The contractor agrees both on the behalf of himself and his employees, and sub-contractors, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

3.5 ठेकेदार द्वारा प्रस्तुत की जाने वाली योजनाएं एवं ड्रॉइंग/Plans and drawings to be submitted by the Contractor:

अनुबंध के अंतर्गत कार्य पूरा करने के लिए ठेकेदार जो अस्थायी कार्य करना चाहता है उसका खाका एवं विवरण.

दिन के अंदर परामर्शदाता अपना अनुमोदन/टिप्पणी देगा जो कार्य के लिए पर्याप्त हैं अथवा अपनी असममति/टिप्पणी देगा जिसके आधार पर ड्रॉइंग को परिशोधित कर पुनः

परामर्शदाता के अनुमोदन के लिए प्रस्तुत करना होगा.

ठेकेदार द्वारा प्रस्तुत की गई यह सभी योजनाएं एवं ड्रॉइंग जो परामर्शदाता द्वारा अनुमोदित की गई हैं इस अनुबंध का भाग होंगी.

Layout and details of temporary works that the contractor wants to carry out to fulfil his obligation under the contract. Within 7 days the Consultant will give their approval/comments sufficient to proceed with the work or objections/instructions to the contractor based on which the drawings shall be revised and re-submitted for approval by the Consultant. All these plans and drawings submitted by the contractor and approval by the Consultant shall become part of the contract.

4. सामान्य बाध्यता/GENERAL OBLIGATIONS :

4.1 निविदा प्रस्तुत करने के पूर्व साइट आदिकानिरीक्षण/Inspection of site etc. before submission of tender:

ठेकेदार को निविदा प्रस्तुत करने के पूर्व साइट एवं इसके आस-

पास कानिरीक्षण एवं परीक्षण करना होगा ताकि वह कार्य की प्रकृति एवं आवश्यक संसाधन तथा जोखिम, आकस्मिकता और अन्य परिस्थितियां जो उसकी निविदा को प्रभावित कर सकती हैं की जानकारी लेकर अपने आपको संतुष्ट कर ले. निविदा स्वीकार करने के पश्चात् त्रयोक्ता /परामर्शदाता इस प्रकार के किसी भी कारण से होने वाली हानि के लिए जिम्मेदार नहीं होगा.

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the work and nature of the resources required and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. The Employer/Consultant will not be responsible for any loss to the contractor resulting from any such reasons after acceptance of tender.

4.2 निविदा प्रस्तुति के पूर्व स्पष्टीकरण/Clarification before submitting tenders:

यदि ठेकेदार को दिए गए एक तथ्य,

अथवा क्वांटिटी अथवा मद्देसम क्षतिखाई गई यूनिट में किसी भी प्रकार की कमी अथवा त्रुटि ध्यान में आती है तो वह तत्काल यह बात प्राधिकारियों के ध्यान में लाए एवं निविदा प्रस्तुत करने के पूर्व स्पष्टीकरण प्राप्त करे.

निविदा इस तरह के प्राप्त स्पष्टीकरण पर आधारित होना चाहिए एवं इसका अभिलेख निविदा के आवरण पत्र पर

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

रदर्जहोना चाहिए अन्यथानियोक्ताको बिना कोई क्षतिपूर्ति दिए निविदा में किए गए एक थन अथवा क्वांटिटी अथ वायूनिट के अनुसार ठेकेदार से कार्य कराने का अधिकार होगा.

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4.3 पूर्ण किए गए कार्य की दर उद्धरित करना/**Rates quoted for finished work:**

ठेकेदार द्वारा उद्धरित की गई दर ड्रॉइंग, विशिष्टताओं और संबंधित खंडों के अनुसार पूर्ण कार्य की हैं. The rates quoted in the tender by the contractor must be for the finished work as per the drawings, specifications and as per the related clauses.

4.4 कार्य का स्थान/**Location of work:**

जब तक कि मद में विशेष रूप से उल्लेख न किया गया हो, इसमें वर्णित कार्य किसी भी स्थान अथवा उच्च स्थान पर हो सकता है.

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

4.5 वैधता/**Validity:**

निविदा खुलने की दिनांक से 90 दिन तक निविदा स्वीकृती के लिए खुली रहेगी.

The tender shall remain open for acceptance for a period of 90 days from the date of opening of the Tender .

4.6 कार्य-आयोजन/**Programme of work:**

अनुबंध प्राप्त होने के उपरान्त ठेकेदार को परामर्शदाता/नियोक्ता को पूरे कार्य को नियोजित रूप से पूरा करने के लिए कार्य करने की आयोजना जिसमें कार्य की प्रक्रिया एवं पद्धति प्रस्तुत करना होगा और जब भी परामर्शदाता/नियोक्ता के प्रतिनिधिको मांग करने पर कार्य करने और निर्माण कार्य करने तथा अस्थायी कार्य जो ठेकेदार प्रदाय, प्रयोग अथवा निर्माण करना चाहता है कालिखित विवरण देना होगा. अनुमोदन इस प्रकार की प्रस्तुतिको परामर्शदाता एवं उसके प्रतिनिधि द्वारा अनुमोदन ठेकेदार अनुबंध के तहत अपने किसी भी कर्तव्य एवं जिम्मेदारी से मुक्त नहीं होगा.

Soon after the award of contract, the Contractor shall submit to the Consultant/Employer for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Consultant/ Employer representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plan and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Consultant or his Representative of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

4.7 कर्मकार को हटाना/**Removal of Workmen:**

परामर्शदाता/नियोक्ता को यह स्वतंत्रता है कि वे ठेकेदार द्वारा कार्य पर अथवा कार्य निष्पादन अथवा रख-रखाव के लिए रखे किसी व्यक्ति को परामर्शदाता/नियोक्ता के मत में कदाचार अथवा अपने कर्तव्य के पालन में लापरवाह अथवा अवांछित है को तत्काल हटाने के लिए कह सकता है एवं ऐसा व्यक्ति परामर्शदाता की बिना लि

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

खित अनुमतिके पुनः

कार्य पर नहीं रखा जा सकेगा.

ठेकेदार कार्य से हटाए गए ऐसे व्यक्ति के स्थान पर बिना किसी विलंब के परामर्शदाता द्वारा अनुमोदित सक्षम व्यक्ति को रखेगा.

The Consultant/Employer shall have liberty to object to and order the contractor to remove forthwith from the works any person, employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Consultant/Employer misconduct's himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Consultant/ Employer to be undesirable and such person shall not be again employed upon the works without the written permission of the Consultant. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Consultant.

4.8 अस्थायी निर्माण/ Temporary Structure:

कार्यालयीन कार्य, सामग्री इत्यादिके संग्रहण के लिए ठेकेदार द्वारा अस्थायी ढांचे, शेड का निर्माण मानक स्केच के अनुसार अथवा परामर्शदाता के द्वारा अनुमोदित योजना के अनुसार होगा. इस प्रकार के शेड के निर्माण के लिए लिखित रूप में अनुमति प्राप्त करना होगी.

Construction of site shed, proposed to be temporarily constructed by the contractor for his office work, storage of materials etc., shall conform to the standard sketch, or to the plan approved by the Consultant. Permission for the construction of such shed shall be obtained in writing.

4.9 संपत्ति एवं व्यक्ति को नुकसान/Damage to persons and property:

निर्माण/संरचना, स्थापना, कार्य के रख-रखाव के दौरान ठेकेदार को अपने सभी कर्मचारियों को हानि और चोट के लिए दावे अथवा किसी व्यक्ति को नुकसान जो भी हो के लिए और सभी प्रकार के दावे, मांग, कानूनी कार्रवाई, लागत, प्रभार, व्यय इस संबंध में जो कुछ भी हो के लिए क्षतिपूर्ति करेगा एवं नियोक्ता को भी सुरक्षित रखेगा. ठेकेदार अथवा उप ठेकेदार द्वारा दिए गए रोजगार में किसी भी कर्मकार अथवा अन्य किसी व्यक्ति को दुर्घटना अथवा चोट के परिणामस्वरूप देय दावों के लिए नियोक्ता कि जम्मेदार नहीं होगा. ठेकेदार ऐसे सभी दावे, मांग, कानूनी कार्रवाई, लागत, प्रभार, व्यय इस संबंध में जो कुछ भी हो के लिए क्षतिपूर्ति करेगा एवं नियोक्ता को भी सुरक्षित रखेगा.

The contractor shall indemnify and keep indemnified the employer against all losses and claims for injuries or damages to any person or property whatsoever, which may arise out of or in consequence of the construction/fabrication, installation, fixing and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.10 अन्य एजेंसियों के साथ सहयोग/Co-operation with other Agencies:

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

ठेकदारको जहां तक ठेकेदार से संबंधित कार्य के लिए नियोक्ता द्वारा नियुक्त अथवा रखी गई एजेंसियों अथवा ठेकेदार के कार्य के लिए सहयोग करना होगा।

कार्यक्रम इस प्रकार व्यवस्थित करना होगा साथ साथ अन्य एजेंसियों का कार्य भी चलता रहे।

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Employer and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the works of other agencies are also in progress simultaneously.

4.11 भूमिगत सेवाओं का संरक्षण/Protection of underground services:

ठेकदार को भूमिगत एवं अन्य सेवा लाइनों जैसे केबल,

पानी और सीवर लाइन इत्यादि के संरक्षण के लिए एहति या ती उपाय करना होंगे और इस संबंध में कोई विशेष अनुदेश हैं तो उनका पालन करना होगा। The contractor must take all precautionary measures to protect the underground and other services lines, viz. cables, water and sewer line etc. and observe any specific instructions which may be given in this regard.

4.12 साइट आदेश पुस्तिका/Site Order Book:

परामर्शदाता अथवा उसके प्रतिनिध के अनुदेशों को अभिलेखित करने के लिए साइट आदेश पुस्तिका रखी जानी होगी जो हर समय उपलब्ध होना चाहिए। ठेकेदार को यह देखना होगा उसमें दिए गए अनुदेशों का पालन हो।

A site order book must be maintained and always be available at site to record the instructions by the Consultant or his representative. The contractor must see that the Instructions therein are properly carried out.

4.13 नियोक्ता से उधार ली गई सामग्री का अभिलेख/ Record of materials borrowed from the Employer:

अनुबंध के अंतर्गत कार्य निष्पादन के लिए ठेकेदार द्वारा नियोक्ता से उधार ली गई सामग्री विभिन्न सामग्रियों का अभिलेख रखना होगा।

परामर्शदाता/नियोक्ता किसी भी समय सामग्री की स्थिति और स्टॉक के सत्यापन की शक्ति होगी।

The contractor shall, maintain an account of different materials borrowed from the Employer, for executing the works under the contract. The Consultant/Employer shall have the power to check the position of materials at all times and verify stocks as and when desired.

4.14 दरों के शिड्यूल एवं विनिर्देशों के अर्थ में विवाद/Conflict in meaning between schedule of rates and specifications:

क्वांटिटिके शिड्यूल को सामग्री और कारीगर के शिड्यूल के साथ संयोजन के रूप में पढ़ा जाएगा।

यदि इसके अर्थ में विवाद होता है तो क्वांटिटिके शिड्यूल में समतुल्य मद को हमेशा अन्य से प्राथमिकता होगी।

The schedule of quantities shall be read in conjunction with the schedule of materials & the schedule of workmanship. In the event of conflict in the meanings therein, the corresponding item in the schedule of quantities shall always have precedence over the others.

4.15 अनुबंध की सामान्य शर्तों और नियम शर्तों के अर्थ में विवाद/Conflict in meaning between general Conditions of contract and the terms and conditions:

अनुबंध की सामान्य एवं विशेष शर्तों में किसी भी प्रकार की विसंगति के मामले में अनुबंध की विशेष शर्तों को सामान्य शर्तों की तुलना में प्राथमिकता दी जाएगी।

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

In case of any inconsistency between the general conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

5. मजदूरी/LABOUR :

5.1 मजदूरीदर/Labour Rates:

ठेकेदार एवं उप ठेकेदार द्वारा प्रत्यक्ष एवं अप्रत्यक्ष रूप से कार्य में लगाए गए सभी मजदूरों के लिए ठेकेदार को संविदामजदूरी (विनियम और उन्मूलन) अधिनियम, 1970, न्यूनतम मजदूरी अधिनियम 1948, मजदूरी भुगतान अधिनियम 1936 एवं कोई भी संशोधन के प्रावधानों का पालन करेगा और राज्य और अथवा केन्द्रीय सरकार अथवा अन्य स्थानीय निकाय के कानून और नियम और निर्माण कार्य में लगाए गए मजदूरों के लिए समय समय पर स्वास्थ्य सुरक्षा, स्वच्छता व्यवस्था, मजदूरी कल्याण, बोनस, सेवानिवृत्ति लाभ, छंटनी/निकाला जाना क्षतिपूर्ति एवं अन्य सभी मामलों में नियोजित की गई कर्मचारियों के प्रति देयता के संबंध में भी नियम और कानून का पालन करेगा. उचित मजदूरी, कल्याण और सुरक्षा उपायों, रजिस्टर कारख-
रखाव इत्यादि के संबंध में नियम और अन्य सांविधिक दायित्वों को अनुबंध के तहत ठेकेदार का दायित्व माना जाएगा.

In respect of all labour directly or indirectly employed on the works by the contractor or the sub-contractor, the contractor shall comply with the provisions of the contract labour (regulation and abolition) act 1970 minimum wages act 1948, payment of wages act 1936 and any amendments thereof and all legislation and rules of the state and or central government or other local authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor obligation under the contract.

5.2 मजदूर की दुर्घटना की रिपोर्टिंग/Reporting accident of labour:

ठेकेदार कार्य के लिए नियुक्त किए गए सभी कर्मचारी अथवा कर्मकार की सुरक्षा के लिए जिम्मेदार होगा और उनकी दुर्घटना के सभी मामलों की रिपोर्ट नियमानुसार संबंधित प्राधिकारियों और परामर्शदाता/नियोक्ता अथवा उसके प्रतिनिधिको करेगा और दुर्घटना के पीड़ित को सभी संभावित सहायता प्रदान करेगा.

The contractor shall be responsible for the safety of all employee and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accident to and of them, however caused and whenever occurring to the authorities concerned required as per law and to the Consultant/employer or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

5.3 कर्मकार क्षतिपूर्ति अधिनियम के प्रावधान/Provision of workman's compensation act:

ठेकेदार कार्य के लिए नियुक्त कर्मकार के संबंध में कर्मकार क्षतिपूर्ति अधिनियम 1923 अथवा ऐसा कोई नियम अथवा समय समय पर लागू नियम के प्रावधानों के तहत सभी प्रकार के दावों से नियोक्ता को सुरक्षित रखेगा.

कथित अधिनियम के प्रावधानों के तहत प्रत्येक मामले में अधिनियम के प्रावधानों के तहत नियोक्ता ठेकेदार द्वारा कार्य के लिए नियुक्त किए गए कर्मकार को क्षतिपूर्ति का भुगतान करने के लिए बाध्य है एवं नियोक्ता कथित अ

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

धिनियमकेतहतनियोक्ताकेअधिकारोंकेप्रतिबिनाकिसीपूर्वाग्रहकेनियोक्ताइसप्रकारसेभुगतानकीगई क्षतिपूर्तिराशिकोअनुबंधराशिसेवसूलकरेगा।

कानूनकेतहतनियोक्ताकोउपलब्धअन्यउपायोंकेप्रतिबिनाकिसीपूर्वाग्रहकेनियोक्ताऐसीराशिअथवाइ सकाकोईभागप्रतिभूतिजमाअथवानियोक्ताद्वाराइसअनुबंधअथवाअन्यथासेराशिकटौतीकरनेकेलिए स्वतंत्रहोगा। ठेकेदारकेइसआशयकेलिखितअनुरोधऔरउसकेद्वाराऐसेदावेजिनकोचुनौतीदेनेपरनियो क्ताउत्तरदायीहोसकताहैकेप्रतिनियोक्ताकोपूरीलागतकीसुरक्षाप्रदानकरनेकेअतिरिक्तनियोक्ताकथि तअधिनियमकेतहतकिसीभीदावेकीचुनौतीकेलिएबाध्यनहींहोगा।

The contractor shall at all times indemnify and keep indemnified the employer against all claims for compensation under the provisions of the workman's compensation act 1923 or any other law or the time being in force by or in respect of any work man employed in connection there with. In every case in which by virtue of the provisions of the said act, the employer is obliged to pay compensation to a workman employed by the contractor in executing the works, the employer shall recover from the contract the amount of the compensation so paid and without prejudice to the rights of the employers under the said act. The employer shall be at liberty to recover such amount or ant part thereof by deducting it form the security deposit or from any due by the employer to the contractor whether under this contract or otherwise without prejudice to any other remedy that may be available to the employer in law. The Employer shall not be bound to contest any claim made against it under the said act accept on the written request of the contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequence of contesting such claim.

5.4 कर्मकारकीदुर्घटनाअथवाचोट/Accident or injury of workmen:

कार्यकेलिएठेकेदारअथवाउसकेउपठेकेदारद्वारानियुक्तकिंएगएअन्यव्यक्तिकीदुर्घटनाऔरचोटकेके संबंधमेंकानूनकेअंतर्गतदेयहर्जानाअथवाक्षतिपूर्तिकेलिएनियोक्ताउत्तरदायीनहींहोगा।

ठेकेदारकोइसप्रकारकेसभीहर्जानेऔरक्षतिपूर्तिऔरसीज़ीदावोंकेविसरुद्ध, मांग,
कानूनीकार्रवाईकीलागत,

प्रभारएवंव्ययजोभीइससंबंधमेंहोकेलिएक्षतिपूर्तिकरनाऔरनियोक्ताकोसुरक्षितरखनाहोगा।

The employer shall not be liable for or in respect of any damages or compensation payable in law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his subcontractor, and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation and against all claims, demands, proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto.

5.5 मजदूरकीआयु/Age limit of labour:

मजदूरकोरोजगारदेनेकेलिएआयुसीमाविद्यमानश्रमकानूनकेतहतहोनाचाहिए।

The age limit for employment of labour shall be in strict accordance with the existing labour legislation's.

6 सामग्रीपरीक्षणएवंकारीगरी/MATERIAL TESTS AND WORKMANSHIP:

6.1 सामग्री,कारीगरीकीगुणवत्ताएवंपरीक्षण/Quality of materials, workmanship and tests:

सभीसामग्रीएवंकारीगरीअनुबंधमेंवर्णनऔरपरामर्शदाताअथवाउसकेप्रतिनिधिकेनिर्देशानुसारहोगीस मयसमयपरपरामर्शदाताअथवाउसकेप्रतिनिधिकेनिर्देशानुसारनिर्माणकीसाइटअथवासंरचनाकीसाइ ट,
सभीसाइटअथवाऐसीसाइटमेंसेकाईएकपरपरीक्षणकेअधीनहोंगी।

ठेकेदारकोपरामर्शदाताअथवाउसकेप्रतिनिधिकीआवश्यकतानुसारकिसीकार्यकीमाप,,

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

गुणवत्ताकापरीक्षण, वजन, अथवाप्रयुक्तसामग्रीकीमात्राकीजांचकेलिएउपकरण, मशीन, मजदूरतथासामग्रीउपलब्धकरानेमें

सहयोगप्रदानकरेगाऔरकार्यआरंभहोनेकेपूर्वसामग्रीकेअनुमोदनकेलिएनमूनोंकीआपूर्तिकरेगा. All materials and workmanship shall strictly be of the respective kinds described in the contract and in accordance with the Consultant or his representatives instructions and shall be subjected from time to time to such tests as the Consultant or his representative may direct at the place of manufacturer or fabrication or on the site all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Consultant or his representative.

6.2 कार्य-नमूनेकानिर्माण/Construction of prototypes or samples of work:

यदिआवश्यकहोगातोठेकदारकोपरामर्शदाताकेनिदेशानुसारनमूनेकानिर्माणकरनाहोगा.

परामर्शदाता/नियोक्ताद्वारानमूनेकेअनुमोदनकेपश्चातयहअंतिमनिर्माण/संरचनाकेलिएमानककेरूपमेंरहेगा.

The contractor shall construct prototypes or samples, if required, of work as laid down in the contract or as instructed by the Consultant. Such prototypes or samples of work, after approval by the Consultant/ Employer shall serve as the standards to be achieved in the final construction/fabrication.

6.3 नमूनेकीलागत/Cost of samples:

ठेकदारकोसभीनमूनोंकीआपूर्तिअपनीलागतपरकरनाहोगी.

All samples shall be supplied by the contractor at his own cost.

6.4 परीक्षणकीलागत/Cost of test:

विनिर्देशानुसारकिसीभीप्रकारकेपरीक्षणकीलागतठेकदारद्वारावहनकीजाएगीऔरठेकदारकोपरामर्शदाता/नियोक्ताकीआवश्यकतानुसारनमूनेकीव्यवस्थाकरनाहोगी.

The cost of making any test as per specifications shall be borne by the contractor and contractor should arrange for all requirements to take the samples by Consultant/Employer.

6.5 संचालनकानिरीक्षण/Inspection of operation:

परामर्शदाता/नियोक्ताअथवाउनकाप्रतिनिधिअथवाउनकेद्वाराप्राधिकृतकोईभीव्यक्तिकिसीभीसमय कार्यऔरसाइटऔरसभीवर्कशॉपअथवास्थानजहांकार्यकियाजारहाहैअथवाजहांसामग्री, निर्मितवस्तुएंअथवामशीनप्राप्तकीजारहीहैंकानिरीक्षणकरसकताहैएवंठेकदारकोइसप्रकारकेनिरीक्षणकेलिएसभीसहयोगऔरसुविधाउपलब्धकरानाहोगी.

The Consultant /Employer or their representative or any person authorized by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the, right to such access.

6.6 कार्यसमापनकेपूर्वपरीक्षण/Examination of work before covering up :

परामर्शदाता/नियोक्ताअथवाउसकेप्रतिनिधिकेपूर्वानुमोदनकेकोईभीकार्यकासमापननहींकियाजाएगाऔरठेकदारकोपरामर्शदाता/नियोक्ताअथवाउसकेप्रतिनिधिकेकोईभीकार्यजिसकासमापनकिया जानाहैअथवाकीमापएवंउसकेउपरस्थायीनिर्माणकेपूर्वनींवकेनिरीक्षणकाअवसरप्रदानकरनाहोगा.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

इस प्रकार का कोई भी कार्य अथवा नींव तैयार है अथवा तैयार होने वाली है के परीक्षण हेतु ठेकेदार को को परामर्शदाता अथवा उसके प्रतिनिधिको इस आशय की सूचना देनी होगी और परामर्शदाता का प्रतिनिधि बिना किसी अनुचित विलंब के जब जक कि वह अनावश्यक नहीं मानता है, ठेकेदार को तदनुसार सूचित करेगा और इस प्रकार के कार्य की माप और परीक्षण एवं ऐसी नींव का परीक्षण करेगा. No work shall be covered up or made out of view without the approval of the Consultant/Employer or their representative and the contractor shall afford full opportunity to the Consultant or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Consultant, representative wherever any such work or foundations is or are ready or about to be ready for examination and the Consultant's representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

6.7 उजागर करना और खोलना/Uncovering and making openings:

ठेकेदार को कार्य के किसी एक भाग अथवा भागों को परामर्शदाता/नियोक्ता के कहने पर समय समय पर खोलना होगा.

परामर्शदाता/नियोक्ता के आवश्यक निरीक्षण के पश्चात परामर्शदाता की संतुष्टिनुसार ठेकेदार इन भागों की पुनर्स्थापना और ठीक करेगा. यदि खंड 6.5 एवं 6.6

के विधिवत अनुपालन तथा आवश्यकतानुसार कार्य का समापन किया गया है तो ऐसे भाग को उजागर करने, पुनर्स्थापना और ठीक करने का व्यय नियोक्ता द्वारा वहन किया जाएगा. किंतु, अन्य सभी मामलों में ऐसा व्यय ठेकेदार द्वारा वहन किया जाएगा एवं नियोक्ता को कानून के तहत उपलब्ध अन्य उपाय के प्रति बिना किसी पूर्वाग्रह के नियोक्ता द्वारा उद्देय अथवा देय होने वाली राशि से कटौती कर वसूला जाएगा.

The Contractor shall uncover any part or parts of the works or make openings in, or through the same as the Consultant may ask from time to time. After required inspection by the consultant/employer, the contractor shall reinstate and make good such part or parts to the satisfaction of the Consultant. If any such part have been covered up or put out of view after due compliance with the requirements of clause 6.5 & 6.6 hereof and are found to be executed in accordance with the contract, the expenses of uncovering making openings in or through, reinstating and making good, the same shall be borne by the Employer, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer and deducted by the Employer from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Employer in law.

6.8 अनुपयुक्त कार्य एवं सामग्री को हटाना/Removal of improper work and materials:

परामर्शदाता/नियोक्ता अथवा उसके प्रतिनिधिको कार्य के दौरान निम्नानुसार लिखित आदेश देने की शक्ति होगी:

The Consultant/Employer or his representative shall during the progress of the works have power to order in writing from time to time.

(a) परामर्शदाता अथवा उसके प्रतिनिधिके मत में ऐसी कोई भी सामग्री जो अनुबंध के अनुसार नहीं है को आदेश में विनिर्देशित समय में साइट से हटाने के संबंध में.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

for the removal from the site within the time specified in the order of any material which in the opinion of the Consultant or his representative are not in accordance with the contract.

(b) उचित एवं उपयुक्त सामग्री प्रतिस्थापना के संबंध में.

for the substitution of proper and suitable materials.

(c) परामर्शदाता अथवा उसके प्रतिनिधिके मतमें कार्यमें प्रयुक्त सामग्री अथवा कारीगरी अनुबंधके अनुसार न होनेके कारण कार्यको हटाना एवं पुनर्निष्पादित (पूर्वपरीक्षणके बावजूद अथवा इसलिए अंतरिम भुगतान हेतु) करनेके संबंधमें

for the removal and proper re-execution (not withstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not in the opinion of the Consultant or his representative in accordance with the contract.

6.9 कार्यकानिलंबन/Suspension of work:

नियोक्ताकी आवश्यकतानुसार ठेकेदारको नियोक्ताके लिखित आदेशपर कार्य अथवा कार्यके किसी भाग को ऐसे समय अथवा समय तकके लिए निलंबित करना होगा एवं उसे ऐसे निलंबनके दौरान नियोक्ताके मतमें आवश्यकतानुसार कार्यको उपयुक्तरूपसे सुरक्षित रखना होगा.

The contractor shall, on the written order of the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall, during such suspension, properly and secure the work. So far as is necessary in the opinion of the Employer.

7 कार्यपूर्णहानेका समय एवं अधिग्रहण/TIME OF COMPLETION AND TAKING OVER :

7.1 साइट एवं इसका अधिग्रहण/Site & its Possession:

अनुबंधमें साइटका अधिग्रहण ठेकेदारको समयसमयपर दिए गए भागके अधिग्रहणकी सीमाका निर्धारण है एवं ऐसे भाग जिसपर कार्य निष्पादित होना है अनुबंधकी आवश्यकताके अधीन उपलब्ध होंगे.

परामर्शदाताको आवश्यकतानुसार साइटका कब्जा ठेकेदारको देना होगा ताकि ठेकेदार ऐसे उचित प्रस्तावके अनुसार जैसे कि वह बैंकको लिखित में दे रहा है के अनुसार निर्माण कार्यस आरंभ करे सके.

Possession of site said in far the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Consultant shall give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the bank.

7.2 कार्यपूरा होनेका समय/Time of completion:

कार्यनिर्धारित अवधि अथवा खंड 7.3 के अनुसार विस्तारित अवधिके अंदर पूरा करना होगा.

The whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 7.3

7.3 कार्यपूरा करनेके लिए समय आवधिमें विस्तार/Extension of time of Completion:

किसी भी तरहके अतिरिक्त कार्य अथवा कार्यके दायरेमें परिवर्तन अथवा किसी भी अन्य प्रकारसे परिस्थिति या जो ठेकेदारके कार्यपूरा करनेकी अवधिके विस्तारको सही ठहराती हैं,

रबरकी मोहर सहित निविदाकर्ताके हस्ताक्षर

परामर्शदाता ऐसे विस्तार को निर्धारित कर ठेकेदार को लिखित में सूचित करेगा।
बशर्ते परामर्शदाता अतिरिक्त कार्य अथवा विशेष परिस्थितियों पर विचार करने के लिए बाध्य नहीं होगा जब तक कि ठेकेदार द्वारा ऐसे कार्य आरंभ होने अथवा विशेष परिस्थितियों उत्पन्न होने के 28 दिनों के अंदर परामर्शदाता को पूरा एवं विस्तृत विवरण जिसमें कि अवधि विस्तार की औचित्यता का उल्लेख किया गया है प्रस्तुत नहीं कर देता।

Should the amount of extra or additional work of any kind or changes-in scope of work or other special circumstance of any kind whatsoever which may occur, be such as fairly to Justify the contractors' request for extension of time for the completion of the works the Consultant shall determine the amount of such extension and shall intimate the contractor in writing. Provided that the Consultant is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submitted to the Consultant full and detailed particular of any request to the extension of time to which he may consider to be justified.

7.4 हड़ताल, आग इत्यादिके कारण अवधि विस्तार/Extension of completion time due to strike, fire etc.:

यदि परामर्शदाता/नियोक्ता के मत में ठेकेदार के नियंत्रण से परे हड़ताल, आग के कारण, नटाले जा सकने वाले हादसे इत्यादी की वजह से विलंब हो रहा है तो परामर्शदाता समय-अवधि में विस्तार कर सकता है और उस पर लिखित में सूचित करना होगा।

ऐसे विस्तार के लिए ठेकेदार को अतिरिक्त भुगतान नहीं किया जाएगा।

If in the opinion of the Consultant /Employer the progress of the work has at any-time been delayed by strikes, fire inclement unavoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Consultant may decide and this will be indicated in writing. No extra payment will be given to the contractor for such extensions.

7.5 कार्य को पूरा माना जाना/Work treated as complete:

कार्य को जब तक पूरा नहीं माना जाएगा जब तक कि

The works shall not be treated as complete until

- (a) साइट से सभी सामग्री (जो ठेकेदार द्वारा साइट पर लाई गई है) शेट इत्यादि साइट से हटाने के लिए जाते हैं और परामर्शदाता/नियोक्ता ठेकेदार के कार्य से संतुष्ट नहीं होता है।

The site is clear from all materials (brought to site by contractor), site shed etc. and the Consultant/Employer is satisfied with the job done by the contractor.

- (b) ठेकेदार द्वारा नियोक्ता से उधार ली गई सामग्री का समामेलन विवरण प्रस्तुत नहीं किया जाता है। The contractor has submitted the reconciliation statement regarding the material borrowed from the Employer.

- (c) नियोक्ता से लिए गए सभी उपकरण, संयंत्र ठेकेदार द्वारा वापस कर दिए गए हैं। All equipment tools, plants etc. taken from the Employer have been returned by the contractor.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

- (d) कार्यनिष्पादनकेलिएठेकेदारद्वारालिएगएपानी, बिजलीआदिकेसभीकनेक्शनहटानदिएगएहों.
All power and water supply connections taken for the execution of the works
have been disconnected by the contractor.

कार्यमेंठेकेदारद्वाराकीगईकिसीभीप्रकारकीक्षतिकोसंतोषजनकरूपसेसुधारनहींदियाजाताहै.
Rectification of any damage done by the contractor to the work executed has
been satisfactorily done by the Contractor.

7.6 कब्जालेना/Taken Over:

सभीकार्यपूराहोनेअथवाकार्यकेमहत्त्वपूर्णभागकेपूराहोनेपरठेकेदारपरामर्शदाताकोसूचनादेगा,
जोसूचनाप्राप्तहोनेके 15
दिनकेअंदरकिसीभीमहत्त्वपूर्णभागकेउसकीसंतुष्टिनुसारपूराहोनेऔरउसकाकब्जालेनेअथवानियो
क्ताद्वाराउपयोगकरनेकेसंबंधमेंप्रमाण-
पत्रजारीकरेगाऔरइन्कारकरनेपरइसकेकारणलिखितमेंसूचितकरेगा.
जबकार्यकेकिसीभीभागकेलिएइसआशयकाप्रमाण-
पत्रजारीकियाजाताहैऐसेभागकोकब्जेकेलिएपूरामानाजाएगाऔरऐसेभागकेरख-
रखावकीअवधिकीगणनाऐसेभागकेकार्यपूराहोनेकीप्रमाणितदिनांकसेकीजाएगी.
कार्यपूराअथवाइसकाभागतबतकपूरानहींमानाजाएगाजबतककिखंड 7.5
केसभीप्रावधानोंकाअनुपालननहींहोजाताहै.

After completion of works or any substantial part of the works before the completion of
the whole of the works, the contractor shall notify the Consultant in writing, who within
15 days of receipt of the said notice shall give such certificate with respect to any
substantial part of the works which has been both completed to the satisfaction of the
Consultant and occupied or used by the Employer or refuse to issue the same stating the
reasons thereof in writing. When any such certificate is given in respect of a part of the
works, such part shall be considered as completed for the purpose of taking over and
computation of the period of maintenance of such part that is such period shall
commence from the date of completion of such part of the works as certified. The works
in whole or part shall not, however, be treated as completed, for the purpose of other
relevant clauses hereof unless and until the provisions of Clause 7.5 hereof are fully
complied with.

7.7 रख-रखाव/Maintenance:

ठेकेदारद्वाराकार्यपूराकरनेकेतत्कालपश्चात 6 माहकीअवधिकेलिएहोगा.
ठेकेदारअथवाउसकेउपठेकेदारजिसेनियोक्ताद्वारा (खंड 2.1 एवं 2.2)
केअंतर्गतअनुमोदितकियाहैकेनिर्माणअथवात्रुटिपूर्णसामग्रीअथवाकरीगरीअथवाअन्यकिसीकारणसेहु
एदोषपूर्णकार्यकोठेकेदारकोसुधारना/पुनःनिर्माणकरनाहोगा.
यदिअनुबंधकेअंतर्गतठेकेदारकोदोषपूर्णभागकेलिएसुधार/पुनःनिर्माणकरनाआवश्यकहैतोइसशर्तके
प्रावधानइसतरहबदले/नवीनीकृतभागपरलागूहोंगेथाइसप्रकारसेपरिवर्तनअथवानवीनीकरणकीदि
नांकसेतीनमाहअथवाउपर्युक्तानुसारउल्लिखित 6 माहकीअवधिजोभीबादमेंहोतकलागूरहेंगे.
यदि कोईभीदोषउचितसमयमेंसुधारनहींजाताहैतोनियोक्ताअन्यकिसीएजेंसीसेसुधारकराएगाएवंइसप
रव्ययकीगईराशिठेकेदारकोअंतिमरूपसेदिएजानेवालेभुगातानमेंसेकाटीजाएगी. रख-
रखावअवधिसमाप्तहोनेकेतत्कालपश्चातनियोक्ताअंतिमप्रमाण-
पत्रजारीकरेगाजिसमेंठेकेदारद्वाराआपनेदायित्वोंकोपूराकिएजानेकाउल्लेखहोगा.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

For a period of Six months commencing immediately after completion of the work by Contractor, the contractor's liability shall be to replace the defective parts rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Employer (under Clause 2.1 and 2.2) arising solely from faulty material or workmanship or for any other reason. If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time the Employer may proceed to get the required rectification, repair done by other agencies and deduct the expense from the final payment due to the contractor. Immediately upon expiry of the maintenance period the Employer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

8. अनुबंधका समापन/Termination of Contract :

8.1 अनुबंधका समापन/Termination of Contract :

यदि ठेकेदार अनुबंध छोड़ देता है अथवा तत्परता से कार्य नहीं कर रहा है अथवा किसी विशेष मद के लिए कार्य की गति धीमी है अथवा वह अनुबंध के नियम और शर्तों के अनुसार कार्य करने में असफल रहता है, अनुबंध के तहत आपने दायित्वों को पूरा करने की उपेक्षा कर रहा है, तब नियोक्ता के लिए तत्काल प्रभाव से लिखित सूचना देकर अनुबंध समाप्त करना और शेष कार्य अन्य एजेंसियों द्वारा करना विधि सम्मत होगा.

कार्य से निष्पादन के दौरान यदि ठेकेदार अवमानक कार्य किया है तो उसे लिखित में उसे हटाने और पुनः

करने के लिए कहा जाएगा व इसका व्यय ठेकेदार को वहन करना होगा.

यदि ठेकेदार उपर्युक्त अनुदेशों के तत्काल अनुपालन में असफल रहता है तो नियोक्ता उपर्युक्त सुधार कार्य अन्य एजेंसी अथवा एजेंसियों के माध्यम से कराएगा.

इसी प्रकार यदि ठेकेदार की किसी एक विशेष मद अथवा कार्य की मदों पर गति धीमी है तो नियोक्ता को ठेकदार की लागत और जोखिम पर अपने विभाग सहित इन मदों को अन्य एजेंसी अथवा एजेंसियों के माध्यम से कराने का अधिकार होगा.

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Employer shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slow on any particular item or items of work, the Employer shall have the right to execute this item or items through another agency or agencies, including its own department at the cost and risk of the Contractor.

8.2 ठेकेदार को प्रभारित करना/Back charging the contractor:

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

अतिरिक्तकार्य अथवा शेष कार्य पूरा करने अथवा उपर्युक्तानुसार उल्लिखित सुधार कार्य अपने विभाग सहित अन्य एजेंसी अथवा एजेंसियों के माध्यम से कराने के लिए अतिरिक्त लागत अथवा व्यय ठेकेदार के खाते को सनामकिए जाएंगे और नियोक्ता के पास कानून में उपलब्ध अन्य उपायों के प्रति बिना किसी पूर्वाग्रह के ठेकेदार को देय अथवा देय होने वाली राशि से वसूल किए जाएंगे.

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to contractors' account and shall be recovered from any money due to or that may become due to the contractor without prejudice to any other remedy that may be available to the Employer in law.

9. परिवर्तन, वृद्धि एवं चूक / ALTERATIONS, ADDITIONS AND OMISSIONS :

9.1 परिवर्तन / Variation :

परामर्शदाता/नियोक्ता यदि एक गुणवत्ता अथवा कार्य की सभी क्वांटिटी अथवा उसके कोई एक भाग और उस प्रयोजन के लिए,

अथवा अन्य कोई कारण से अपने मतानुसार परिवर्तन करना चाहता है तो उसके पास ठेकेदार को इस आदेश देने की शक्ति होगी एवं ठेकेदार को नियोक्ता के लिए इस कानूनन करना होगा

The Consultant/Employer shall be entitled to make any variation in one quality or in all the quantities of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do the same for Employer in law.

(a) किसी भी कार्य के लिए अनुबंध में शामिल क्वांटिटी को बढ़ाना और घटाना

Increase or decrease the quantity of any work included in the contract.

(b) ऐसे किसी कार्य को छोड़ना

Omit any such work.

(c) इस प्रकार के कार्य की गुणवत्ता और प्रवृत्ति में परिवर्तन करना.

Change the character or quality of kind of any such work.

(d) कार्य के किसी भाग का स्तर, रेखा, स्थिति एवं आय साम में परिवर्तन करना और

Change the levels, lines, position and dimensions of any part of the works and,

(e) कार्य पूरा करने के लिए यदि आवश्यक अतिरिक्त कार्य निष्पादित किया जाता है तो ऐसे कोई भी परिवर्तन किसी अनुबंध को आरंभ अथवा अमान्य नहीं करेगा. किंतु,

यदि मूल्य कोई है तो ऐसे सभी परिवर्तनों को अनुबंध के मूल्य की गणना में लिया जाएगा.

Execute additional work of any kind necessary for the completion of the works , and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

9.2 परिवर्तन के लिए आदेश लिखित में होना चाहिए / Order for variations to be in writing

नियोक्ता से लिखित में प्राप्त किये बिना एवं परामर्शदाता से लिखित में आदेश मिले बिना ठेकेदार द्वारा किसी भी प्रकार का परिवर्तन नहीं किया जायेगा, बशर्ते कि किसी भी वस्तु की मात्रा को बढ़ाने या घटाने के लिए लिखित आदेश की आवश्यकता नहीं होगी जहाँ इस प्रकार की वृद्धि या कमी, जो परिमात्रों की सूची के अनुमान से वास्तविक बढ़ी या घटी परिमात्रों का परिणाम है.

ऐसे मामलों में ठेकेदार को स्वीकृत यूनिट वस्तु दरों पर परामर्शदाता से प्रमाणित वास्तविक मात्रा के कार्य के लिए भुगतान किया जायेगा एवं कोई भी मुआवजा प्रदान नहीं किया जायेगा.

यह भी सूचित किया जाता है कि यदि किन्हीं कारणों से परामर्शदाता ऐसा समझता है कि किसी आदेश को मौखिक

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

करूपसे देना उचित है तो ठेकेदार को इस प्रकार के आदेश का पालन करना होगा लेकिन परामर्शदाता द्वारा दिए गए इस प्रकार के मौखिक आदेश की बाद में लिखित में पुष्टि होनी चाहिए, जो इस खंड के अर्थ में एक लिखित आदेश के रूप में मानी जायेगी।

No such variation shall be made by the contractor without receiving in writing from the Employer or an order in writing from the Consultant, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the schedule of quantities which are estimates. In such cases, the contractor shall be paid only for the actual quantity of work done as certified by the Consultant at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Consultant shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Consultant, which shall be deemed to be an order in writing within the meaning of this Clause.

9.3 अतिरिक्त मद /Extra Items:

यदि ठेकेदार को ऐसी किसी मद /

निर्माण/संरचना कार्य के दौरान निष्पादित करने के लिए कहा गया है जिसके लिए निविदा में उनके द्वारा उस की दरों को उद्धृत नहीं किया गया है, तो उससे ऐसे कार्य करने होंगे। इस तरह के अतिरिक्त काम के लिए दरें नियोक्ता द्वारा निम्नानुसार, वरीयता के क्रम में निर्धारित की जाएंगी।

If the contractor has been asked to execute any such item/work in course of construction/fabrication for which the tender rates have not been quoted by him, he must undertake such work. The rates for such additional work shall be determined by the employer on the following lines, in the order of preference.

(a) निविदा में कार्य के लिए इस प्रकार की मदों के लिए उद्धृत दरों में से किसी एक से निर्धारित की जाएगी। The rates to be derived from any one of the quoted rates for similar items of work in the tender.

(b) ऐसी मद में शामिल मजदूरी और सामग्री के विश्लेषण और वास्तविक प्रेक्षण के आधार पर होना चाहिए। इस प्रयोजन के लिए ठेकेदार उसके द्वारा प्रस्तावित दरों का विस्तृत विश्लेषण सम्बन्धित वाचरों के साथ वास्तुविद को प्रस्तुत करेगा। जबकि अतिरिक्त मदों का मूल्य निर्धारित करते समय ठेकेदार के बंधव्यय, लाभ और प्रतिष्ठान व्यय की मिलाकर लागत का 15% भत्ता उपलब्ध कराया जायेगा।

Rates based on actual observation and/or analysis of labour and materials involved in such items. For this purpose the contractor shall submit to the Architect detailed analysis of the rate proposed by the contractor supported by relevant vouchers. While fixing rates for extra items an allowance of 15% of the cost will be provided towards

Contractor's overheads, profits, and establishments taken together.

9.4 मूल मदों पर छूट/अतिरिक्त/Rebate/extra over original item :

यदि निविदा की किसी विशेष मद की विशिष्टता में भिन्नता होती है, तो उद्धृत दर पर छूट / अतिरिक्तराशि आमतौर पर निम्नानुसार निर्धारित की जाएगी:

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

शिड्यूलमें शामिल नहीं की गई मदों लिए ऐसी मदों में शामिल मजदूरी एवं सामग्री के प्रेक्षण और विश्लेषण के आधार पर छूट/अतिरिक्त निर्धारित की जाएगी।

For items not covered in the schedule, rebate/extra shall be derived based on observation /analysis of labour and materials involved in such items.

9.5 अनौपचारिक प्रकृतिकी मद/Items of Ad-hoc nature:

ठेकेदार आवश्यक सामग्री लेकर अनौपचारिक प्रकृतिकी कार्य जो अनुबन्ध निष्पादन के दौरान उत्पन्न हुए हैं को विशेष रूप से उपलब्ध कराए गए आवश्यक उपकरणों के माध्यम से करेगा। कार्य की वास्तविक परिमात्रा का प्रमाणीकरण एवं निपटान परामर्शदाता द्वारा किया जाएगा और इसके भुगतान का आधार वास्तविक लागत के साथ बंधे हुए व्यय, लाभ एवं प्रतिस्थापना की लागत का 15 प्रतिशत को जोड़कर होगा।

The contractor shall procure necessary materials and carry out miscellaneous work of ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the Consultant and payment for the same shall be fixed on the basis of actual cost plus overheads, profits and establishments taken at 15% of the cost.

9.6 दावे/Claims:

ठेकेदार परामर्शदाता के आदेश पर किए गए अतिरिक्त कार्य के लिए अतिरिक्त व्यय का दावा, जिसके लिए वह हस्त्यंक को हकदार मानता है के लिए परामर्शदाता/नियोक्ता के प्रतिनिधिको विश्लेषण सहित विस्तृत विवरण, ऐसे कार्य के पूरा होने के एक माह के अंदर प्रस्तुत करेगा,

ऐसे कार्य जो इस विवरण में शामिल नहीं किए गए हैं के भुगतान के लिए दावे पर विचार नहीं किया जाएगा।

ठेकेदार इस शर्त के अनुपालन में विफल रहने के बावजूद भी परामर्शदाता/नियोक्ता इस प्रकार द्वारा किए गए कार्य के भुगतान अधिकृत करने का हकदार होगा,

यदि ठेकेदार ने व्यवहारिक अवसर पर परामर्शदाता/नियोक्ता को ऐसे कार्य के लिए वह दावा करना चाहता है की सूचना लिखित में दी है

The contractor shall send to the Consultant's/Employer's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expenses to which the contractor may consider himself is entitled and of all extra work ordered by the Consultant, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided a ways that the Consultant/Employer shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Consultant/Employer in writing that he intends to make a claim for such work.

10. माप/MEASUREMENTS :

10.1 क्वांटिटी/Quantities :

क्वांटिटि के शिड्यूल में दर्शाई गई क्वांटिटी अनुमानित क्वांटिटी है।

अनुबंध के अंतर्गत दायित्वों को पूरा करने के लिए कार्य निष्पादन के लिए इन्हें सही एवं वास्तविक क्वांटिटी के रूप में न लिया जाए।

The quantities set out in the schedule of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfilment of his obligation under the contract.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

कार्यजिसेमापाजानाहै/Works to be measured: परामर्शदाता यदि अन्यथानकहा गया हो को छोड़कर, अनुबंधके संदर्भमें मूल्य निर्धारित करेगा। जब उसका यर्षके किसी भी भाग या कार्य के कुछ भागों को मापने की आवश्यकता होगी तो वह ठेकेदार के अधिकृत प्रतिनिधिको नोटिस देगा, जो तत्काल उपस्थित हो अथवा परामर्शदाता अथवा उनके प्रतिनिधिको इस तरह के माप में सहायता करने के लिए कयोग्य एजेंट भेज प्रेगा और उनमें से किसी को भी आवश्यक सभी विवरण प्रस्तुत करेगा। यदि ठेकेदार इस कार्य के लिए उपस्थित नहीं होता है अथवा एजेंट को नहीं भेजता है तो परामर्शदाता द्वारा ली गई अथवा अनुमोदित माप कार्य की अनुबंध माप माना जाएगा। यदि ठेकेदार इस तरह के अभिलेखों और ड्राइंग के परीक्षण और सहमत होने में भाग नहीं लेता है, तो वे सही माने जाएंगे।

जब तक कि ठेकेदार इस तरह की परीक्षा के चौदह दिनों के भीतर नहीं हों परामर्शदाता के निर्णय के लिए परामर्शदाता के प्रतिनिधि, उन मामलों के लिए लिखित रूप में नोटिस, जिसमें ऐसी रिकॉर्ड और ड्राइंग जिसे वह गलत होने का दावा करता है।

The Consultant shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Consultant or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to such agent, then the measurement made by the Consultant or approved by him, shall be taken to be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the Consultant's representative for decision by the Consultant, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

10.2 मापका तरीका/Method of measurement:

कार्य की माप किसी भी सामान्य अथवा स्थानीय प्रथा होने के बावजूद आईएस -1200 (सभी भागों) के अनुसार, जब तक कि अनुबंध में अन्यथा विशेष रूप वर्णन अथवा निर्दिष्ट न किया गया हो।

The works shall be measured net in accordance to IS-1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

11. विवाद का निपटान/SETTLEMENT OF DESPUTES :

11.1 मामलों का निपटान/ Matter to be settled :

किसी भी प्रकार के सभी विवाद एवं मतांतर जो भी हों और इस अनुबंध के संदर्भ में या तो कार्य की प्रगतिके दौरान अथवा इसके पूर्ण होने पर उत्पन्न हुए हैं ठेकेदार को इस परामर्शदाता को उचित समय संदर्भित करना होगा, और परामर्शदाता को उनकी प्रस्तुतिके पश्चात उचित समय में नियोक्ता से मश्विरा कर निर्णय लिखित में देना होगा। किसी भी मामले के संबंध में निर्णय, दिशानिर्देश, स्पष्टीकरण, माप, ड्राइंग और प्रमाणपत्र, जिनके लिए विशेष रूप से नियोक्ता द्वारा या नियोक्ता द्वारा दिये गये अथवा वास्तविद्वारा की गई अन्य विशेष स्थितियों के लिए विशेष रूप से प्रदान किया गया है, जिसे बाद में संदर्भित मामलों के रूप में संदर्भित किया जाता है ठेकेदार पर अंतिम और बाध्यकारी होगा और किसी भी औपचारिकता को पूरी न करने, किसी भी चूक विलंब या किसी भी अन्य आधार पर मान्य नहीं होगा एवं इसके लिए कोई अपील नहीं की जा सकेगी।

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Consultants, and the Consultant shall within a reasonable time after their presentation make and notify decisions thereon in writing after consulting the Employer. The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the employer or by the architect on behalf of the Employer are matters which are referred to hereinafter as excepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

11.2 समयसीमा/Time limit:

पक्षोंकेबीचकिसीभीविवादयामतांतर, अनुबंधकेतहतनिर्माणअथवासंचालन, अथवाविवादमेंअधिकारएवंदेयताकेसंदर्भमेंअथवाकिसीभीतरहकेमतांतरअथवानियोक्ताद्वाराकोकागयाऐसा प्रमाणपत्रजिसकेलिएठेकेदारअपनाहकमानताहैअथवानियोक्ताउचितसमयमेंनिर्णयदेनेमेंअसफलरहताहैलेकिनउपरोक्तखंडमेंनिर्दिष्टकिसीभीअन्यमामलेकोछोड़करविवादितमामलोंपरअपनेअंतिमदावेकोपेशकरनेके 90 दिनोंकेबादठेकेदार,

लिखितरूपमेंमांगकरसकतेहैंकिविवादयाअंतरमध्यस्थताकेलिएनिर्दिष्टकियाजासकताहै.

मध्यस्थताकीइसतरहकीमांगउनमामलोंकोनिर्दिष्टकरेगीजोप्रश्न,

विवादयामतांतरमेंहैंऔरकेवलऐसेविवादयाअंतरकोछोड़करअन्यमामलोंकोछोड़करमांगकीगईहैऔरकिसीअन्यविवादयाअंतरकोकिसीदोनोंपक्षोंकीऔरसहमतिभारतीयमध्यस्थताअधिनियम 1940

केप्रावधानोंकेनामितएकअधिकारीकीमध्यस्थताकेलिएसंदर्भितनहींकियाजाएगा. ऐसीमध्यस्थतापर,

फिलहालप्रभावीअथवाइसकेस्थानपरविधायिकाद्वारापारितकोईअन्यअधिनियमअथवासंशोधनलागूहोंगे.

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to or if the Employer fails to make a decision within a reasonable time, then and in any such case, but except in any of the excepted matters referred to in the above clause, the contractor after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or difference and only such dispute or difference other than excepted Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1940, for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and the time being in force shall apply to such arbitration

11.3 Arbitration:

ठेकेदार,नियोक्ताअथवापरामर्शदाताकीलिखितसहमतिकोछोड़करकिसीभीतरहसेइसतरहकेकिसीभीमामले, प्रश्नयाविवादकोविवाचनकोसंदर्भितकरनेकीवजहसेकरनेमेंदेरीनहींकरेगा, बल्किविवाचनकानिर्णयआनेतकसमुचितसावधानीसेकार्यकरेगाऔरवास्तुविदकेनिर्णयकापालनकरेगा. औरमध्यस्थताकोईभीनिर्णयवास्तविककार्यकेसंबंधमेंपरामर्शदाताकेनिर्देशोंकाकड़ाईसेपालनकरनेकेलिएअपनेदायित्वकेविरुद्धठेकेदारकोराहतदेगाजबतककिऐसेनिर्णयसेविशेषरूपसेप्रभावितनहो.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

The contractor shall not except with the consent writing of the Employer, or the Consultant, in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Architect and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Consultant instructions with regard to the actual carrying out of the work except as specifically affected by such award.

12. सूचनाएं/NOTICES :

12.1 1 ठेकेदारको सूचना देना /Service of notice on contractor:

अनुबंधकी शर्तोंके अधीननियोक्ता अथवा सलाहकार द्वारा ठेकेदार को दिए जाने वाले सभी प्रमाणपत्र ,

नोटिस अथवा लिखित आदेश पंजीकृत डाक से भेजे जाएंगे अथवा ईसे ठेकेदार के कार्य -

स्थान पर या इस उद्देश्य के लिए ठेकेदार द्वारा दिए गए अन्य पते पर सुपुर्द किए जाएंगे

All certificates notices or written orders to be given by the Employer or by the Consultant to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

12.2 नियोक्ताको सूचना देना / Service of notice on Employer:

अनुबंधकी शर्तोंके अधीननियोक्ता को दी जाने वाली सभी नोटिस को डाक द्वारा भेजकर अथवा यानियोक्ता के पते पर सुपुर्द किए जाएंगे

All notices to be given to the Employer under the terms of the contract shall be served by sending by post or delivering the same to the Employers' address.

13. विशेष अनुदेश/SPECIAL INSTRUCTIONS :

13.1 कार्य आरंभ करना/Start of work:

अथवा भाग प्रतिस्थापन जब बिल्डिंग के लिए तैयार है तब कार्य आरंभ किया जाएगा

The work shall be carried out, when the building or parts are ready for installation.

13.2 कार्य आरंभ किया जाएगा. /Quality & standard :

काम भारतीय इलेक्ट्रिसिटी नियम एवं प्रणाली मानक को डटथा अन्य संबंधित विनिर्देशों के अनुसार किया जाना होगा .
कारीगरी प्रभारी इंजीनियर/परामर्शदाता की संतुष्टिनुसार करनी होगी.

कार्य/मदों को प्रथमिकता नियोक्ता/साइट की स्थिति के अनुसार देना होगी.

The work is to be carried out as per the Indian Electricity Rules & Standard code of practice & other relevant specifications. Workmanship shall be to the satisfaction of the Engineer-in-charge/Consultants. Preference to the work/items shall be given as per requirement of employer & site situations.

13.3 अनुमोदन/Approval:

इंस्टॉलेशन को विद्युत निरीक्षक / सी.एस.ई.बी. अथवा अन्य कोई स्थानीय प्राधिकारी से अनुमोदित कराना होगा, यदि आवश्यक हो और इस प्रकार के अनुमोदन ठेकेदार द्वारा व्यवस्थित किए जाने होंगे. किसी भी परिवर्तन, उनके द्वारा दिए गए सुझाव ठेकेदार को अपनी लागत पर करना होगा

The installation shall have to be approved by Electrical Inspector/C.S.E.B. & or any other local authorities, if required & such approval shall have to be arranged by Contractor. Any alterations, additions suggested by them shall have to be incorporated by the Contractor at his cost.

13.4 कार्य स्थानापन /Replacement of work:

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

यदि किसी भी भाग या संपूर्ण काम या किसी भी वस्तु को प्रभारी इंजीनियर / परामर्शदाता की पूरी संतुष्टि पर निष्पादित नहीं किया गया है तो प्रभारी इंजीनियर / परामर्शदाता द्वारा आदेश दिए जाने पर ठेकेदार को बिना किसी अतिरिक्त लागत के कार्य को हटाना एवं पुनः करना होगा.

If any part or whole of the work or any item is not executed to the entire satisfaction of the Engineer-in-charge/Consultant. The Contractor shall have to demolish & do the same work again without any extra cost if so ordered by the Engineer-in-charge/ Consultant.

13.5 मरम्मत और रखरखाव /Repairs & fitness:

किसी भी कार्य के पूरा होने पर स्थान ठेकेदार द्वारा साफ किया जाए. केबल डालने के लिए तोड़ी गई दीवार, स्लेब, सड़क इत्यादि एवं उन्हें पुनः मूल रूप में लाने का कायर्स ठेकेदार को दक्ष कर्मचारियों से कराना होगा. The place after any work is completed should be cleaned by the contractor. Breaking of walls, slabs, roads etc. necessary for laying cables, conduits drawing of cables/wires etc. & making them good to original position will have to be done by the contractor through skilled workers.

13.6 ड्रॉइंग का पूरा किया जाना /Completion drawings:

कार्य पूरा होने पर ठेकेदार आंतरिक एवं बाह्य विद्युतीकरण की इंसुलेशन अर्थ परीक्षण रिपोर्ट के साथ तीन प्रति में सर्किट आरेख / चित्र, पूर्ण योजना जिसमें लाइन दिखाई गई है, निःशुल्क प्रदान करेगा. इन्हें ठेकेदार अच्छी स्थिति में उसके अंतिम बिल के निर्णय के पूर्व प्रभारी इंजीनियर/वास्तुविद को सौंपेगा. On the completion of the work the Contractor shall supply free of charges, completion plan showing line/circuit diagram in triplicate along with insulation earth test report of the Internal & External electrification. These shall be handed over to the Engineer-in-charge/Architect in good condition by the Contractor before the finalization of his final bill.

14 परीक्षण एवं कमीशनिंग/TESTING & COMMISSIONING :

लाइटिंग / बिजली के इंस्टॉलेशन को चालू करने से पहले, ठेकेदार को प्रभारी इंजीनियर अथवा प्राधिकृत प्रतिनिधिकी उपस्थिति में निम्नानुसार करना होगा.

परीक्षण करने के लिए आवश्यक सभी परीक्षण उपकरणों की व्यवस्था ठेकेदार को करना होगी.

परीक्षण के लिए अतिरिक्त कुछ भी देय नहीं होगा. Before the lighting/power installation is made alive, the Contractor shall carry out tests enumerated below in presence of Engineer- in charge or his authorized representative. All testing equipment Necessary to carry out the tests shall be arranged by Contractor. Nothing extra shall be payable for Testing.

14.1 स्थान पर लैंप रखे बिना प्रत्येक सर्किट का इंसुलेशन प्रतिरोध माप पृथ्वी के 5 मेगा ohms

से कम नहीं होना चाहिए. Measure Insulation resistance of each circuit without placing lamps in place & it should not be less than 5 mega ohms to earth.

14.2

सक्रिय करने से पहले, फेज से फेज तक एवं फेज से जमीन तक केबल का इंसुलेशन प्रतिरोध, फेज से फेज तक एवं फेज से जमीन तक लाइटिंग पैनल पर बसबार इंसुलेशन प्रतिरोध

पैनल को सक्रिय करने से पहले जो नवीनतम आईएस हो मापा जाएगा. Before energizing, measure insulation resistance of the cable from phase to phase & that from phase to ground, Insulation, resistance of the bus bars at the lighting panel from phase to phase from phase to ground shall be measured-before energizing the panel & should comply latest IS.

14.3

जुड़नार सहित सभी सर्किट एवं सभी स्विच बोर्ड को भी चालू कर सभी फेज के लिए विद्युत प्रवाह एवं वोल्टेज

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

लाइटिंगपैनलबसबारपरमापनाहोगा Current & voltage of all phase shall be measured at the lighting panel bus bars with all circuits on with fixture & also in all switch board.

14.4 सभीसॉकेटआउटलेट्सकेलिएभूमिनिरंतरताकीजांचकरें. सॉकेटकेअंदरसॉकेटकेलिएफेज़आकर न्यूट्रलकीसापेक्षस्थितिनिर्धारितकरनाहोगी. Check the earth continuity for all sockets outlets. A fixed relative position of the phase & neutral connection inside the socket-shall be established for sockets.

14.5 5 मानकअर्थपरीक्षणकेमाध्यमसेअर्थप्रतिरोधकेलिएपृथ्वीइलेक्ट्रोडकापरीक्षणकियाजाएगा. अर्थिगप्रणालीऔरपृथ्वीकेसामान्यद्रव्यमानकेबीचप्रतिरोध 1 ओमसेअधिकनहींहोगा The earth electrodes shall be tested for earth resistance by means of standard earth test. The resistance between the earthing system & the general mass of earth shall not be greater than 1 ohm.

14.6 विस्तारितजोड़ोंकेपरगमनकेलिएलचीलेपाइपकेसाथनलिकाउपलब्धकराईजाएजो 250 मिमि सेज्यादाकीनहो. वाहिकाकेदोनोसिरोंपरयुग्मकउपलब्धकरानेहोंगेएवंअर्थकेतारकोयुग्मक केअर्थिगटर्मिनलसेजोड़नाहोगा. While crossing the expansion joints, conduits shall be provided with flexible pipe which shall not be more than 250 mm, at both the ends of conduit proper flexible couplings shall be provided & earth wire shall be properly connected to earthing terminal of coupling.

14.7 निविदाकर्ताकोकेवलसाइटनिरीक्षणकेबादअपनीदरोंकाउद्धरणकरनाहोगा। तारोंकेफैलाव, स्ट्रीटलाइटकेखम्भोंकेगड्ढे, अर्थकेगड्ढेइत्यादिअथवाअन्यस्थानजहांठेकेदारकोकड़ीसतहकोखोदनाहै, उसेयहकेवलउद्धृतदरोंपरहीकरनाहोगा. ऐसीखुदाईकेलिएकोईब्लास्टिंगकीअनुमतिनहींदीजाएगी। The tenderer should quote their rates after site visit only. In case for cable trench, street light pole pit, earthing pit etc. or any place where Contractor has to dig the earth in hard strata or rock he has to do so at quoted rates only. No blasting shall be allowed for such digging.

14.8 नलीदारस्ट्रीटलाइटकेखंभेकीअर्थिगकेलिएअर्थस्प्रिटकाप्रयोगकियाजाए. मानकविनिर्देशकेअनुसार 8 एसउब्ल्यूजीजीआईवायरहोनाचाहिए. For earthing of street light tubular pole earth spirit shall be used. Out of 8 SWG GI wire as per standard specification.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

SPECIAL CONDITIONS

1. The workmen will not be allowed to stay within the premises.
2. The water required for the work or workmen can be availed from the available source at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
3. The electric power required for the work can also be similarly drawn from the supply available at site free of cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
4. Permission, if any, required from the local bodies shall be obtained by the Contractor at his cost.
5. The authorized officials of the Bank shall be entitled to inspect the material/fabrication at any time in the works of the contractor, if they so desire and the vendor shall provide all reasonable facilities to do so.
6. The tenderer may please note that the work is to be executed in administrative office premises of Bank and as such the entire work involved shall be carried out with least disturbance to the working staff.
7. The entire materials for the work shall be brought to the working area through the staircase only without any disturbance.
8. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer and make the entire premises clear/clean on a day to day basis including staircase, passages affected/used by the labourers

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

in the above renovations to the satisfaction of the Bank's Engineers at no extra cost. The entire debris/waste material shall be taken out of the Bank's premises and should not be dumped anywhere in and around the Bank's premises. The contractors are solely responsible if any debris is noticed by the local Corporation and penalty levied.

9. The tenderer may please note that the work in question will have to be completed within the stipulated time frame and no extra charges will be paid under any circumstances for the late working hours/working on Sundays or Holidays. All dismantling work and work generating noise shall be done in a planned manner and preferably during day time. The rates shall be accordingly quoted for each item considering the above factors.

10. The tenderer is advised to inspect the proposed site of renovation to understand the scope of work.

11. The work has to be done in proper coordination with the other contractors engaged by the Bank

12. The successful bidder must abide to bye laws and rules and regulations of IFSCA and GIFT CITY.

13. The bidders not submitting the Integrity pact in the prescribed format shall be summarily disqualified, and no correspondence shall be entertained in this regard.

महत्वपूर्ण/IMPORTANT:

जबकभी साइट की विद्यमान परिस्थितियों में उपर्युक्त संचालन/गतिविधि करना अपरिहार्य रूप से मुश्किल हो तो इसकी जानकारी बैंक के वास्तुविद/प्रतिनिधिके ध्यान में लाई जाना चाहिए और बैंक से इसके विकल्प के संबंध में लिखित रूप में स्वीकारोक्ति प्राप्त करना होगी.

Whenever any of the aforesaid operations/activities are found unavoidably difficult to carry out, due to existing site conditions the same shall immediately be brought into the knowledge of bank's architect/representative and a written acceptance for an alternative must be obtained from

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/floor.

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (Clear) and the distance between two adjacent rungs shall not be more than 30 cm.
5. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
6. The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
8. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
9. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
10. Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
11. No product containing lead or lead products shall be used except in the form of paste or readymade product. (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Overalls shall be supplied by the Contractor to the workers and adequate facilities shall be provided to enable the working staff to wash during the periods of cessation of work.
13. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
14. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
15. Any other safety measure as specified by the manufacturer is to be adopted.

FIRE SAFETY CODE

1. Cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3-pin plug and other appliances and equipment's shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

4. . All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, the Engineers shall be informed and only after the site inspection by them, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended shall be kept on the site.
8. Used drums shall be stored in specified store only after closing them properly.
9. Personal protective equipment's such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
11. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. None of the fire extinguishers shall be removed/shifted from its designated location.
13. . Power supply shall be switched off from the mains when equipment is not in use.
14. . Wood-shavings and sawdust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
15. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

SPECIFICATIONS/BRAND NAMES OF CIVIL AND FURNISHING MATERIALS AND FINISHES

In case it is established that the brands specified below are not available in the market are subject to the approval of the alternative Brand by the Architect/ Bank

S. NO.	ITEM	COMPANY MAKE
1	CEMENT	OPC 43 GRADE ACC/ BINANI/ JAYPEE/ ULTRATECH/ AMBUJA
2	TOUGHENED GLASS	TRUTUF FOR EQUIVALENT
3	GLASS/ LACQUERED GLASS	MODIFLOAT.ST.GOBAIN., ASAHI
4	WHITE CEMENT	J.K. WHITE CEMENT, BIRLA WHITE CEMENT
5	LUSTER PAINT	BERGER PAINTS, ASIAN PAINTS, NEROLAC, SHALIMAR PAINT, ICI.
6	PLASTER OF PARIS	SHRIRAM, SAKARNI, BIRLA, J.K
7	PUTTY	ASIAN PAINTS JK, BIRLA
8	HARDWARE	HETTICH, EBCO, HAFFLE, GODREJ
9	CERAMIC TILES	AGL, SOMANY, KAJARIA, VARMORA, SIMPOLO
10	VINYL FLOOR	ARMSTRONG/ RIKVIN, WONDER FLOOR.
11	VITRIFIED TILES	AGL, SOMANY, KAJARIA, VARMORA, SIMPOLO
12	GLAZED TILES	AGL, SOMANY, KAJARIA, VARMORA, SIMPOLO
13	LOCKS, HANDLES	GODREJ, DORSET, DORMA, ASPA
14	DOOR CLOSERS, FLOOR SPRING, DOOR STOPPER AND HARDWARE FITTING	DORMA, DORSET, OZONE, GODREJ
15	FLUSH DOORS	DURO, CENTURY, GREENPLY, ARCHID
16	veneer	GREENPLY, ARCHID, NIPPON
17	LAMINATE	SUNMICA/ GREEN LAM/ CENTURY/ ARCHID
18	PLYWOOD, BLOCKBOARD, FIRE-RATED PLYWOOD	ARCHIDPLY/ CENTURY/ GREEN/ SAMRAT
19	TEXTURE TILES FOR FALSE CEILINGS/ FIBER CEMENT BOARD	ARMSTRONG, EVEREST INDUSTRIES LTD.
20	WOOD	FIRST CLASS CP, STEEM BEACH
21	ALUMINIUM LINEAR CEILING	INTERARCH, VISTA
22	VENETIAL BLINDS	TRAC, VISTA, MAC, HUNTERDOUGLAS

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

SIGNATURE OF TENDERER WITH RUBBER STAMP

Page 52

23	GYP BOARD CEILING	GYPSUM INDIA, LAFAARZ., ST. GOBAIN
24	HEAT REFLECTIVE FILM	GARWARE, 3M, SUNBIRD, WISDOM
25	ADHESIVE	FEVICOL SH, CENTURY, VEMICOL, JIVANJOR
26	TILE ADHESIVE	UNITILE, ROFF, KAJARIA, SOMANY
27	MIRROR	ATUL, JOLLY, MODIGUARD, ASAHI
28	G.I. PIPE AND FITTINGS	TATA, JINDAL, APOLLO, UNIK,
29	WOOD PRESERVATIVE	WOOD GUARD OR APPROVED EQ/ ICI.
30	ALUMINIUM COMPOSITE SHEET	ALUCOBOND, ALSTONE, EUROBOND, VIVA
31	ALUMINIUM SECTIONS	JINDAL, INDAL, HINDAL CO.
32	CHAIRS	GODREJ, FEATHERLITE

SPECIFICATIONS/BRAND NAMES OF ELECTRICAL MATERIALS AND FINISHES

In case it is established that the brands specified below are not available in the market are subject to the approval of the alternative Brand by the Architect/ Bank

S.	ITEM	COMPANYMAKE
1	MEDIUM VOLTAGE SWITCHGEAR	
A	MOULDED CASE CIRCUIT BREAKER	SCHNEIDER/LEGRAND/SIEMENS,L&THAGGAR,HAVELLS(MCCB)
B	SWITCH FUSE UNIT	HAVELLS /L&T/EE/ CROMPTON/HHELCON
C	HRC FUSE	HAVELLS/L&T/EE/HHELCON
D	CHANGE OVER SWITCH	HAVELLS/ L&T, SEIMENS
2	MCB/ELCB/DBS/MCCB	SCHNEIDER/LEGRAND/SIEMENS,L&THAGGAR,HAVELLS
3	MV CONTRACTORS/TIMER/STARTERS	L&T/SIEMENS/LEGRAND
4	PROTECTIVE RELAYS	L&T/SIEMENS,ALSTOM,ABB
5	ALLMETERS	ENERCON/NEPTUNE/SIEMENS
6	AMMETER/VOLTMETER	A.E/INDOTECH OR APPROVED EQUIVALENT
7	INDICATION LAMPS/PUSH BUTTON	L&T/SCHNEIDER/VASHINO,CONCORD,SIEMENS
8	CAPACITOR	L&T/SIEMENS/NEPTUNE
9	TERMINAL BLOCKS	ELMEX/WAGO/CONNECT-WELL
10	CURRENT TRANSFORMER	AEP/KAPPA/INDITECH
11	SELECTOR SWITCH	KAYCEE/L&T/BCH/AREVA/ABB
12	BUSBAR	JINDAL/INDALCO/CENTURY
13	LT CABLES/CONTROL CABLE	SKYTON/FINOLEX/POLYCAB/GLOSTERALLFRLS
14	SWITCH/SOCKET/METAL CLAD SOCKET	LEGRAND (MYRIUS)/ANCHOR ROMA,HAVELLS(CRABTREE)
15	CABLE TRAY	PILCO/NEEDO,SLOTCO,VENUS,ERACONTROLSYSTEM
16	HUNGS	DOWELS
17	CONNECTORS	ELMEC/DELCITY/WAYTEK
18	CABLE GLAND	STRIPWELL/COMMET/SIEMENS, GROMMET, POWER ENGG.
19	MVPANEL(TTA)	SIEMENSPAN/ABBR2K/SCHNEIDERBLOCKSET
20	GI CONDUIT	BEC/AKG/STEELCRAFT

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर

SIGNATURE OF TENDERER WITH RUBBER STAMP

Page 53

21	MOTORS	SIEMENS/ABB/CROMPTON
22	PVC PIPE	FINOLEX/PRINCE/SUPREME
23	ELECTRICAL PANEL	KRYPTON/RISHA/KEPL,ERACONTROL SYSTEM/SPT
24	G.I PIPE	TATA/JINDAL/BHUSAN
25	EARTH LEAKAGE CIRCUIT	HAGER/LEGRAND/MERLINGERIN
26	FIRE ALARM SYSTEM	SYSTEMSENSOR/EDWARDS/APPOLO/AGNI
27	DATA COMPONENTS	AMP/SYSTMATICS/LEGRAND
28	ACCESS CONTROL SYSTEM/ CCTV SYSTEM	BRIVO/HONEYWELL/DATS/LENEL/TYCO/SIEMENS/DAHUA/CP PLUS
29	DOOR PHONE	PANASONIC/ZICOM/SOLUS(SECURE)
30	READER	BRIVO/HID
31	SMART PROXIMITY CARD	BRIVO/HID
32	CAPACITOR BANKS	L&T/SIEMENS/ALSTOM
33	PVC INSULATED COPPER CONDUCTOR	FINOLEX/POLYCABFRLS/HAVELLS
34	GI SHEET	JINDAL/TATA/AMNS
35	MEASURING METERS	AUTOMATIC ELECTRIC/KAPPA/ENERCON
36	DIGITAL METERS & KWH METERS	SECURE/L&T/ENERCON
37	PUSH BUTTONS	L&T/SIEMEN/ABB
38	WIRING CABLE	FINOLEX/POLYCAB/HAVELLS/RRCABLESALLFRLS
39	M.S. CONDUITS AND ASSESSORIES	BEC/AKG/ESC
40	P.V.C. CONDUITS AND ACCESSORIES	BEC/AKG/POLYPACK/ESCALLFRLS
41	LIGHT FIXTURES	PHILIPS/HAVELLS/SYSKA/WIPRO
42	FAN	USHA/CROMPTON/HAVELLS
43	ANY OTHER ITEMS	SAMPLE TO BE APPROVED BY BANK/ARCHITECT
44	CCTV	CP PLUS, HIKVISION, GODREJ, DAHUA
45	TELEPHONE	GRANDSTREEM/CISCO/POLYCOM/ALCATEL
46	EPABX	GRANDSTREEM/CISCO/POLYCOM/ALCATEL
47	HDMI CABLE	KRAMMER/ HONEYWELL/ASTRON
48	VGA CABLE	KRAMMER/ HONEYWELL/ASTRON
49	INDOOR UNIT (CHILLED WATER TYPE)	KUBIC/ MIDEA/ CARYAIRE/ BHUTORIA
50	CHW PIPE	JINDAL/TATA
51	CONTROL VALVES	AUDCO / ADVANCE OR APPROVED BY ARCHITECT/ BANK
52	DRAIN PIPE	ASTRAL/ SUPREME/ PRINCE/ DUTRON
53	NITRILE RUBBER INSULATION CLASS 'O'	AEROFLEX/ ARMAFLEX/ K FLEX/ ALP

रबर की मोहर सहित निविदाकर्ता के हस्ताक्षर

SIGNATURE OF TENDERER WITH RUBBER STAMP

Page 54

54	COPPER PIPE	MAXFLOX/ MANDEV/ TOTALINE
55	VAV BOXES	CONAIRE/ DYNACRAFT/ COSMOS

NOTE:-

- *Wherever more than one make are indicated, the contractor should use the material indicated first. Bank will permit to use the material indicated 2nd and hereafter only if the material indicated 1st is not available and / or the same is not suitable (colour, size, shape, texture) as per the site condition.*
- *In case the tenderer wish to verify the detailed specification of materials, workmanship etc. the same may be verified from the office of Bank before submission of the tender.*
- *Whether a product is equivalent or not, will be decided by the Engineer-in-Charge only.*
- *Wherever more than one make are indicated, the contractor should use the material indicated first. Bank will permit to use the material indicated 2nd and hereafter only if the material indicated 1st is not available and / or the same is not suitable (colour, size, shape, texture) as per the site condition.*
- *In case the tenderer wish to verify the detailed specification of materials, workmanship etc. the same may be verified from the office of Bank before submission of the tender.*
- *Whether a product is equivalent or not, will be decided by the Engineer-in-Charge only.*

(The above are the general specification should be read in conjunction with bill of quantities. The bill of quantities may be taken as the basis for the work to be executed. In case of any discrepancy in the specification and the bill of quantities, the bill of quantities may be taken as final in case the contractor should check up with the engineer in charge whose decision will be final.)

रबरकीमोहरसहितनिविदाकर्ताकेहस्ताक्षर