

PUNJAB & SIND BANK



TENDER DOCUMENT

OF

**CIVIL, INTERIOR-FURNISHING, ELECTRICAL & AIR-CONDITIONING
WORKS FOR PUNJAB AND SIND BANK AT
801, OPPANAKARA STREET,
COIMBATORE - 641001**

TECHNICAL BID

Architects

M/s NANDA & ASSOCIATES

**No. 36, GROUND FLOOR,
SARASWATHI ILLAM
JANAKIRAMAN COLONY MAIN
ROAD, ARUMBAKKAM,
CHENNAI- 600 106.**

TEL. PH. No. : - 044-23637420

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SECTION- I: DETAILS OF TENDER**DETAILS OF TENDER**

1.	Details of work to be done	Civil, Interior-Furnishing, Electrical & air-conditioning works for B/O Punjab and Sind Bank 801, Oppanakara Street, Coimbatore – 641001
2.	Form of tender	Advertise Tender Enquiry
3.	Approximate estimate cost of tender	Rs.21.52 lakhs.
4.	Earnest Money Deposit	Rs.1,00,000.00/- in the form of Demand draft in favor of Punjab & Sind Bank payable at Chennai (to be enclosed in a separate cover).EMD of the successful bidder shall be release on receipt of Performance Guarantee.
5.	Date of issue of tender	25/10/2024
6.	Last date of receipt of tender	08/11/2024 at 11.00 a.m Zonal Office 770 A DEWA TOWER1, 1 st Floor Anna Salai, Chennai – 600002. Phone : 044-28493885, 044-28492888 E-Mail: zo.chennai@psb.co.in
7.	Date & Place of Bid opening	08/11/2024 at 11.30 a.m. Zonal Office 770 A DEWA TOWER1, 1 st Floor Anna Salai, Chennai – 600002. Phone : 044-28493885, 044-28492888 E-Mail: zo.chennai@psb.co.in
8.	Date of commencement of work	Within 3 days from the date of issue of LOI
9.	Performance Guarantee	The successful bidder is required to deposit an amount @5% of total contract value as performance guarantee. This P.G shall be released within 15 days from the date of virtual completion of work.

Signature of contractor
with date and seal

SECTION- II:SUMMARY OF SALIENT FEATURES

1.	Type of Contract	Item rate contract
2.	Validity of offer	25 days from the last date of submission of bid.
3.	Earnest Money Deposit (Refundable)	Rs. 1,00,000.00/- by demand draft only drawn in favor of the Punjab & Sind Bank Payable at Chennai in a Separate Sealed Envelope. EMD of the successful bidder shall be release on receipt of the performance security.
4.	Date of commencement of work at site	Within 3 days from the date of issue of letter of Intent.
5.	Performance Security	5% of the total contract value to be submitted within 7 days from the date of issue of letter of Intent. Performance security shall be released after payment of final bill/deduction of security deposit.
6.	Mobilization advance	No mobilization advance will be paid.
7.	Secured Advance against Material	No Secured Advance against Material shall be paid
8.	Period of completion	25 days from the 3 rd day of issue of letter of Intent.
9.	Interim / Final Payments	On final completion of work.
10.	Retention Money	10% to be retained from each R/A bill.
11.	Defect Liability period	12 months from the date of issue of virtual Completion certificate by the Architect.
12.	Liquidated Damages	2% per week or part there of subject to the max of 10% of accepted contract price.
13.	Language for communication	English
14.	Insurance, Custom Duties & taxes, work contract tax, sales tax, GST	To be provided and paid by contractor (price quoted to include all taxes)
15.	Assignment & Subletting	Not allowed
16.	Rates of B.O.Q's items	To be quoted all inclusive and including all taxes, charges, surcharges, cess etc. i.e., net to the Bank.
17.	Period of submitting final bill by Contractor	07 days from the date of virtual Completion
18.	Labour Cess	1% of contract value will be deducted by PSB as labor Cess payable to Tamil Nadu Government.
19.	Water and electricity charges	Electricity & water connection will be provided by the bank at one point. Contractor shall make his own arrangements to supply it further.
20.	Signing of Agreement	Within three days of the issue of letter of intent/work order.

ELIGIBLE CRITERIA FOR THE TENDERER

The eligibility criteria for pre-qualification shall be as under :-

1. The Tenderer / Bidder should have minimum 07 years experience as a Contractor on 30.09.2024. Proof of experience should be enclosed.
2. The Tenderer should have successfully executed / completed at least
 - one similar project of minimum project cost of **Rs.17.00 Lakhs**, or
 - Two similar projects of minimum **Rs.13.00 Lakhs** each, or
 - Three similar projects of minimum **Rs.11.00 Lakhs** each
 - **Of similar Interior works for Central Govt. Dept./State Govt. Dept./PSU/Public Sector Banks or any other Organizations of similar repute during last 7 years.**
3. A certificate of successful completion / execution of the Project and Work Order not older than one year from any of the above Organizations of repute should be submitted along with the bid document.
4. Performance Report regarding satisfactory performance / timely execution of the Project from minimum 2 clients of repute as stated above shall be submitted.
5. Bank's empanelled Contractors can also participate and submit bids as their pre-qualification was already assessed at the time of empanelment on Bank's panel.

SECTION – III: NOTICE TO CONTRACTORS

Tender for Civil, Interior-Furnishing, Electrical & Air-conditioning works for B/O at 801, Oppanakara Street, Coimbatore – 641001.

NOTICE INVITING TENDER

1. Sealed item rates tenders are invited for Interior Furnishing of Bank's Coimbatore Branch in Two Bid System i.e. Technical Bid & Commercial Bid. Tender documents are available on Punjab & Sind bank website <http://www.psbindia.com> Tenders should be addressed to the **Zonal Manager, Zonal Office 770 A DEWA TOWER 1, 1st Floor Anna Salai, Chennai – 600002.**

Phone : 044-28493885, 044-28492888 E-Mail: zo.chennai@psb.co.in

The tenderers are required to submit their offer in sealed packets and super scribed as “801, Oppanakara Street, Coimbatore – 641001”.

2. All the pages of the tender document is required to be signed and stamped by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with all the conditions/specifications, as laid down. Any tender with any of the document not so signed may be rejected.
3. Clarification if any, may be obtained from the Bank or the Architect, **M/s NANDA & ASSOCIATES, No. 36, Ground Floor, Saraswathi Illam Janakiraman Colony Main Road, Arumbakkam, Chennai- 600106.TEL. PH. No. :- 044-23637420; PH No 7550025055 (Email: nandaarchitects@gmail.com)** on working days from 10.00 a.m. to 5.00p.m.
4. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine the drawings and inspect the site of the work acquaint himself with all local conditions and matters pertaining thereto.
5. Any additions and alterations made during filling the tender must be attested by initial of the tenderer. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No request, advice or any change in rates or conditions after submission of the tender will be entertained.
6. The tenderer shall deposit EMD of Rs. 1,00,000.00/- with PSB payable at Chennai by Demand Draft only from any of the scheduled bank in favor of the PSB as the Earnest Money. The EMD of the unsuccessful tenderers will be returned without any interest within 15 days, after a decision is taken regarding the award of the Contract. Any tender not accompanied by the requisite Earnest Money in Demand Draft will not be considered and shall stand rejected. It may be noted that conditional Tender may be liable to be rejected. The EMD of the Tenderer shall be forfeited in the following circumstances:- the Tenderer withdraws his bid;
 - (i) the tenderer either fails to start the work within a period of 3 calendar days or fails to execute the agreement within 3 days after the receipt of letter of acceptance of tender or the Letter of intent;
 - (ii) The Tenderer fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - (iii) Any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.

7. Within 3 (working) days of the receipt of intimation from the PSB of the acceptance of his/their tender, the successful tenderers shall be bound to implement the Contract by signing agreement in accordance with the terms and conditions of the contract attaching herewith, but the work order or the written acceptance by the PSB of tender will constitute a binding agreement between the PSB and the Contractors so tendering whether such formal contract is or not subsequently entered into.
8. All compensations or other monies payable by the Contractor to PSB under the terms of this contract may be deducted from the retention money or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the retention money being reduced by reason of- any such deductions the Contractor shall within 5 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from his retention money.
9. In case, where the same item of work is mentioned at more than one place in the Schedule of quantities the lowest of the rates quoted by the Contractor for the item shall be taken for the payment of that item.
10. Time is the essence of the Contract. The work should be completed in 25 days by the Contractor from 3rd day of issue of letter of Intent to commence the work. Tenders shall not claim any extension of time. However, the PSB to its sole discretion may extend the time for completion of work.
11. The contractor fails to complete the work by the schedule date of completion or within any sanctioned extended time, he will have to pay liquidated damages for the period the work remains incomplete for maximum up to 10% of the agreed sum of contract.
12. The quantities contained in the Schedule are only approximate. The work as actually carried out and done will be measure up from time to time, for which payment will be made subject to the terms and conditions of the Contract.
13. The Tenderers are advised to note that NO MOBILISATION ADVANCE shall be released to the contractor for commencing the work.
14. Tender shall be valid for period of Twenty Five days (25 days) from the last date of submission of bid to the PSB. However, PSB is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for doing so. The along with their tender.
16. Procedure for submission of bid

The bids should be submitted in Two Parts Technical Bid & Commercial Bid

a) Technical bid should be put in a single sealed envelope super scribing the wording "Technical Bid for Interior Furnishing of Coimbatore Branch". Please note that prices should not be indicated in the Technical Bid and if prices found quoted the bid will be summarily rejected

b) Commercial Bid should be put in a single sealed envelope super scribing the wording "Commercial Bid for Interior Furnishing of Coimbatore Branch".

- c) Commercial Bid should only indicate prices filled as per Annexure I provided in the tender documents along with commercial terms and conditions.
- d) The Technical Bid Envelop & Commercial Bid Envelop prepared as above are to be kept in a single sealed envelope super scribed with the wording “Tender for Interior Furnishing of Coimbatore Branch”

Zonal Manager

SECTION IV - GENERAL CONDITIONS OF THE CONTRACT DIRECTIONS

REGARDING PROCEDURES

In construing these conditions, specifications and Contract Agreement, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires:

- (a) **"Bank"** Shall mean **Zonal office, Punjab & Sind Bank, 770A DEWA Tower, 1st floor, Anna Salai, Chennai- 600002** and shall include his (their) legal representative/s assign/sor authorized officer.
- (b) **"Contractor/Builder"** Shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include legal personal representatives of such individual or the persons comprising such firm or company or the successors of such individual or firm or company and the permitted assignee of such individual or such individual or firm or company.
- (c) **"Architect"** Shall mean **NANDA & ASSOCIATES** whose registered office is situated at **No. 36, Ground Floor, Saraswathi Illam Janakiraman Colony Main Road, Arumbakkam Chennai- 600106.** (and shall include his authorized representative) or in the event of his death or termination of his services by the Bank in his sole and unqualified discretion, such other person/persons as shall be provided always that no person subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decision or direction given or expressed by the Architect specified here in unless otherwise approved by the Bank.
- (d) **"Contract"** Shall mean the documents forming the tender and acceptance there of and the formal agreement executed between the competent authority on behalf of **Zonal Office 770 A DEWA TOWER1, 1st Floor Anna Salai, Chennai – 600002.** and the Contractor, together with the documents referred to there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:

- (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (ii) The **site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (iii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s).
- (iv) **Tendered Value** means the value of the entire work as stipulated in the letter of award of work.

1. GENERAL

The work shall be carried out strictly in accordance with the drawings amplified by the specifications of materials and workmanship given hereunder. The drawings and specifications shall be taken together and shall complement each other. In case of any discrepancy, the following order of preference shall be followed:

- (a) Particular Specifications.
- (b) Drawings.
- (c) CPWD Specifications & DSR 2016.
- (d) National Building Code and Relevant IS Provisions.

In case there are no specifications for items shown on the drawings or where items are not exhaustively described, the general specifications of CPWD shall be followed for which nothing extra shall be paid. However the specification should be got approved from the Architect before commencement of work.

2. DRAWINGS AND SPECIFICATIONS

- (a) After signing the Contract, the contractor will be given free of charge three prints of all working drawings. The contractor shall make at his own expense any additional copies he requires. One copy of the drawing furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall, at all reasonable times be available for inspection and use by the Architect and his representatives any by any other person authorized by him in writing.

- (b) Such further drawings and instructions including revisions, as the Architect may furnish to the Contractor shall form part of this contract.
- (c) Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is started and obtain instructions of the Architect in case of any discrepancy.
- (d) The Architect with approval of the shall have power and authority to supply to the Contractor from time to time during the progress of the work, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of work and the Contractor shall carry out and be bound by the same.

3. ARCHITECT'S STATUS AND DECISIONS

(a) Status:

The Architect shall have general supervision and direction of the work. He has authority on behalf of the Bank to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The architect shall be the interpreter of the conditions of contract and the judge of its performance.

(b) Decisions:

The Architect shall, within a reasonable time, make decisions on all claims of the contractor and on all other matter relating to the execution & progress of the work or the interpretation of the contract documents. The decisions, opinion or direction of the Architects with respect to all or any of the following matters shall be referred to the The Zonal Manager &PSB and decision so taken shall be final & binding to the contractor.

1. Variation or modifications of the design.
2. The quality or quantity of works or the additions/alterations or omissions or substitutions of any work.
3. Any discrepancy in the drawings or between the drawings and or specifications.
4. The removal and / or re-execution of any work by the contractor.
5. The dismissal from the work of any persons employed therein.
6. The opening up for inspection of any work covered up.
7. The amending the making good of any defects under defects liability period.
8. Approval of materials and workmanship.
9. The contractor to provide everything necessary for the proper execution of the work.

(c) Dismissal

The contractor shall on the report of the architects immediately dismiss from the works within 24 hours any person employed by him for the above work, who may, in the opinion of Architects be incompetent or misconducts himself and such person shall not be re- employed on the works without the permission of the Architects.

4. EXTENT OF CONTRACT

The contractor shall supply at his own cost all material implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying of conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply survey instruments and other materials necessary for the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the any time and from time to time of the work material, failing his so doing the same may be provided by the engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof. The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person. In no case, the Bank shall be a party to any such claim/claims and the contractor shall indemnify the Bank against any claim for any person on this account.

5. ASSIGNMENT OR SUB LETTING OF CONTRACT

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the Bank.

6. CONTRACTORS OFFICE AND STORES

All offices, sheds and stores required by the contractor shall be enacted at his own cost with the prior approval of the Bank or its representative and shall be dismantled and removed upon the completion of the work if so directed within 7 (seven) days of the issue of such intimation.

7. DIRECTION FOR EXECUTION OF WORK

Setting outs

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the architect in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labor in connection therewith. If at any time during the progress of the work any error shall appear or arises in any part of the work, the contractor on being required to do so by The Zonal Manager, (PSB) shall at once inform the architect or their

Representatives. The checking of the work by the architect/representative shall not in any way relieve the contractor from his responsibilities of carrying out the work as per the best practices of construction.

Engagement of Labor

The contractor shall be solely responsible for the labor/ personnel employed and that the personnel provided by the contractor shall and will not make any claim to become employees of the Bank and that there will be no Employee and Bank relationship between the personnel engaged by the Contractor and the Bank.

The contractor shall employ labor in sufficient numbers either directly or through subcontractors, where such subletting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labor Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof and any other law relating thereto and rules made there under time to time.

The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor. Further the Contractor shall solely be responsible for having made the payments towards ESI and EPF amount (both Banks and employee's contribution) in the respective account of the worker for the period for which bill is raised.

The contractor shall indemnify the Bank against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

Sampling

The contractor shall submit the samples of various materials for the approval of the Architect & Bank. The contractor shall use the material only after the approval of the Architect/ Bank. The verification of the material shall be done on random base during the progress of the work in either the following manner:

- (a) Random samples would be picked up during execution of work from site & if decided by the Architect/ Bank, it would be sent to one of the approved laboratories for test & quality check. The cost of such tests would be borne by the client.
- (b) The Architect/Bank may direct the contractor to submit the challan of delivery of the material brought at site. It would be on Random based. The Architect may also direct the contractor to submit the copy of the test/verification certificate provided by the manufacturer of that particular material

Inspection of work

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Architect or his representative and to the personnel and the representatives of the Bank and the contractor shall at all times with reasonable notice or the intention of the Architect or his representatives to visit work shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be deemed to have been given to the contractor himself.

Suspension of Work

The contractor shall on the written order of the Architect/Bank suspend the progress of the work or any part thereof for such time or time and in such a manner as the Architect/ Bank may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Architect/ Bank or their representative-in- charge of the work. No compensation shall be payable to the contractor on what so ever account for the suspension of work.

Extension of time for completion

Time is the essence of the contract. The owner and the contractor in consultation with the Architects shall agree upon the work progress chart. The chart shall be prepared in direct relation to the time stated in the contract or the works order for completion of the individual items thereof and/or the contract or works order as a whole. It shall indicate the forecast of the dates of commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the architects and the Contractor within the limitations of time imposed in the contract.

If the works be delayed:

- i.) By force majeure, or
- ii.) By reasons of abnormally and bad weather or
- iii.) By reason of serious loss or damage by fire or
- iv.) By reason of civil accommodation local combination of workmen or strike or lockout effecting any of the trades employed on the work or
- v.) By reason of delay on the part of contractor or tradesmen engaged by the owner in executing works not forming part of the contract or
- vi.) By reason of proceeding taken threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the Contractor's own default, or
- vii.) By reason of any other cause which in the absolute discretion of Owner is beyond contractor's control then in any such case the owner may make fair and reasonable extension after obtaining Architect's advice in the completion dates of individual items or groups of items of work for which separate periods of completion are mentioned in the contractor or works order as applicable.

- viii.) Upon the happening of any such event causing delay, the contractor shall immediately give the notice thereof in writing to the architects with a copy to Bank but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Architect/Bank to proceed with the works Extension of time shall be granted.

Defacement

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building, or interiors, then the contractor has to rectify the same part at his own expenses to the satisfaction of the Architect.

Approval of Materials

The contractor would bring samples of necessary materials as per the directions & would get them approved prior to execution of work from Architect.

7. LIQUIDATED DAMAGES FOR DELAY

The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract. The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Bank on demand amount without prejudice to other rights and remedies the Bank may have against the contractor, 2% of contract price per week or part there of as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion provided that the total liquidated damages payable shall not exceed 10% of the accepted contract price. The Bank may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

8. DEFECTS LIABILITY PERIOD

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Bank any defect which may develop or may be noticed before the expiry of 12 (twelve) calendar months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period.

9. SECURITY DEPOSIT

- a) The Bank will, at the time of making any payment to the contractor for work done or supply made under the contract deducts 10% of Gross value of each bill.
- b) All compensations or other sums of money payable by the contractor to the Bank in terms of this contract may be deducted from, or paid by, the sale of a

sufficient part of his security deposit, or from any sums which may become due to the contractor by the Bank on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days. Thereafter make good in demand draft, endorsed in favor of the Bank as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

- c) The above said security deposit shall be liable to forfeiture wholly or in part at the sole discretion of the Architect if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.
- d) No interest would be payable by the Bank to the contractor on the security held in deposit.

10. BILL PAYMENT

- a) Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 07 days from the date of issue of certificate of virtual completion.
- b) Architect/Bank or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible
- c) All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a contractor's copy of each.
- d) When the final bill has been verified and corrected, the architect will give seven days' notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute.
- e) If the contractor fails to take appropriate action as above within the period prescribed, the bill finalized by the architect or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

11. CLAIM FOR INTEREST

No claim for interest will be entertained by the Bank with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the Bank in making interim or final payments or otherwise.

12. RATES FOR EXTRA ADDITIONAL, ALTERED OR SUBSTITUTEDWORK

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- i) If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.

- ii) If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- ii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Architect of the rate which it is intending to charge for such works supported by analysis of the rate or rates claimed (CPWD analysis). Rates finalized and approved by the Architect on the basis of these details will be final and binding. However, the architect by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he may deem advisable, but under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rate.
- iv) In case of furniture items, the minor changes / modifications in the design shall not be considered as deviation, and no price adjustment shall be made against the rates agreed to as per the Schedule of Quantities of the contract. For major change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per above, however the decision of the Architects whether the charge / modification in the design of furniture items is minor or major, shall be final and binding on the contractor.

13.1 REIMBURSEMENT OF VARIATION IN PRICE

Prices and rates quoted by the Tenderers shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labour or due to whatsoever reasons shall be considered, not even for extended period of completion.

GUARANTEES

Quality of Work

The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

The specifications assume a proper degree of skill on the part of contractor and workmen employed. The contractor shall consult the Architect or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial or necessary to fulfill the guarantee is called for. Such variations may be made by the contractor only when authorized by the architect.

Rejection

If during the “Period of Guarantee”, any work or material shall fail in any respect to meet the above guarantee, the contractor shall replace such work or material in a condition which will meet the above guarantee, immediately.

Cost of Execution of work or repair etc.

All work of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.

Remedy on Contractor's failure to carry out the work required

If the contractor shall fail to do any such work as aforesaid required by the architect the Bank shall be entitled to carry out such work from/through other person, at the contractor's own cost. The Bank shall be entitled to recover from the contractor the cost thereof or may deduct the same from any money due or that may be come due to the contractor.

13.2 CERTIFICATE OF COMPLETION OF WORKS

On completion of the work, the Contractor shall be furnished with a certificate, but no such certificate be given nor shall the work be considered to have been completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Architect) in the site plan which, the work shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work is to be executed, or of which he may have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the architect may at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually realized by the sale thereof.

13.3 TERMINATION OF THE CONTRACT

If at any time after the commencement of the work the Bank for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, the Bank shall have the right to terminate this Agreement and The PSB shall communicate the termination by giving a notice in writing to the contractor.

The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution

of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out.

The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

13.4 JURISDICTION

The contractor and its operation shall be governed by the law of India for the time being in force, irrespective of the place of delivery of materials the place of execution of work or place of payment under this contract shall be deemed to have been entered into at New Chennai.

13. BYE LAWS OF LOCAL AUTHORITIES

The contractor shall conform to the provisions of all applicable Government Acts which relate to works and to the regulations and bye laws of any local authorities. The Contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The Contractor shall keep the Bank indemnified against all penalties and liabilities for every breach of any such Act, Rules, Regulations or Bye-laws.

Further the Contractor shall specifically ensure compliance of various Labor Laws/Acts including but not limited to with the following and their re - enactments/amendments/modifications while dealing with the employment of labor such as:

- a. The Payment of Wages Act, 1936
- b. The Minimum Wages Act, 1938
- c. The Workmen Compensation Act, 1923
- d. The Contract Labor (Regulations & Abolishing) Act.
- e. The Bank's Liabilities Act, 1938
- f. Industrial Dispute Act, 1938
- g. Maternity Benefit Act, 1961
- h. The Employees State Insurance Act, 1948

Safety code, labor welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time.

14. LIASONING & CO- ORDINATION WITH LOCAL\MUNICIPAL AUTHORITIES

The contractor has to liaison and takes any clearance from local authorities like Chennai / other authorities for approval to start renovation and during renovation of work including Defect Liability Period if needed. Only statutory fees will be reimbursed by PSB.

SECTION V– SPECIAL CONDITIONS OF THE CONTRACT

1. INSURANCE FOR WORKS

The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the Bank and fees for assessing the claim and in connection with its services generally therein and shall not cover any property of the Contractor or of any sub contractor or employee.

The contractor shall deposit the policy and receipt for the premiums with the Bank within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the Bank. In default of the contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any moneys due on which may become due to the contractor. The contractor shall as soon any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the Bank deems fit.

2. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

- a. The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub-contractor's or employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the Bank and hold him harmless damage to persons or property as aforesaid and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.

- b. The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- c. The contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance company in the joint name of the Bank and the contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. The contractor shall similarly indemnify the Bank against all claims which may be made upon the Bank whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expenses effect and maintain with an approved office a policy of Insurance in the joint names of the Bank and the contractor against such risks and deposit such policy of policies with the Bank and the contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of the contract. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.
- d. The Bank shall be at liberty and is empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.
- e. If the contractor fails to comply with the terms of these conditions, the Bank may insure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the contractor or may at the option, not release running payment to the contractor until the contractor shall have complied with the terms of this condition.
- f. Such insurance whether effected by the Bank or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the Bank completed in all respects according to the contract. In case of loss or damage due to any of the aforesaid clause, the moneys payable under any such insurance shall be received and retained by the Bank until the works are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts.

- g The works shall be executed in close co-ordination with the progress of other work. This being absence of the contract, no claim for idles labor will be entertained.

3. TYPOGRAPHIC OR CLERICAL ERRORS:

The Architect's/Engineer-in-Charge's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

4. SCOPE OF CONTRACT:

The Contractor shall carry out and complete the said furnishing works comprising of wooden partition, paneling false ceiling including miscellaneous, electrical works and modification / addition to existing provision. Provision and Furniture, furnishing etc. complete in every respect in accordance with Contract and with the directions of and to the satisfaction of the Architects and the Bank. The Architects may in their absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Architect's Instructions" in regard to:

- a The variations or modifications of the design quality or quantity of works or the addition or omission or substitute of any work.
- b Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or Specifications.
- c The removal and / or re-execution or any works executed by the Contractor.
- d The removal from the site of any material brought there on by the contractor and the
- e Substitution of any other material there from.
- f The dismissal from the works of any person / persons employed thereupon.
- g The opening up for inspection of any work covered up.
- h The amending and making good of any defects under clause "Removal of Improper Work and Material".

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instructions provided always that verbal instruction. Directions and explanations given to the Contractor or his representative upon the works by the Architects shall, if involving a variation, be confirmed in writing by the Contractor within 3 days and if not dissented from in writing within further 3 days by the Architect. Such shall be deemed to be the Architect's instructions within the scope of the contract.

If compliance with the Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the Contract. Then unless the same were issued owing to some breach of this contract by the Contractors. The Bank shall pay to the Contractor on the Architect's Certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

5. SCHEDULE OF QUANTITIES:

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in Accordance with the method of measurements specified in the particular specifications and shall be considered to be approximate. The Bank does not undertake to carry out the whole of work as shown in the drawings and taken in the schedule of quantities and reserves the right to modify the same or any part thereof. The Contractor shall not be allowed any compensations or damages for the work so omitted or cancelled by the Bank. Each tender item should be filled in with the rates and amounts in separate columns and all the sections should be totaled up in order to show the aggregate value of the entire tender. The rates should be filled both in figures and words for each item and in case of discrepancy the rates filled in words shall be considered as correct for the evaluation of tender amount. The initials of the tenderers shall duly attest all corrections in the tender Schedule. Corrections, which are not attested, may entail the rejection of tender.

DRAWINGS

PUNJAB & SIND BANK



TENDER DOCUMENT

OF

CIVIL, INTERIOR-FURNISHING, ELECTRICAL & AIR-CONDITIONING
WORKS FOR PUNJAB AND SIND BANK AT
801, OPPANAKARA STREET,
COIMBATORE - 641001

FINANCIAL BID

Architects

M/s NANDA & ASSOCIATES

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