



ગુજરાત ગ્રામીણ બેંક
GUJARAT GRAMIN BANK
Scheduled Bank Owned by Government

**TENDER FOR
FURNITURE WORK IN NEW PREMISES FOR
GUJARAT GRAMIN BANK,
MALIYA HATINA. DIST. JUNAGADH.**

LAST DATE OF SUBMISSION : 15.09.2026 up to 3.00 PM

**Tender will be addressed to "The Regional Manager, Gujarat Gramin Bank,
REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP
HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT".**

Tenders will be submitted at the following address

**GUJARAT GRAMIN BANK,
REGION OFFICE - JUNAGADH,
4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL
VANTHALI ROAD – JUNAGADH - 362015,
GUJARAT.**

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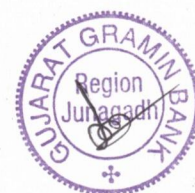
1	NAME OF THE WORK	FURNITURE WORKS IN NEW PREMISES FOR GUJARAT GRAMIN BANK AT MALIYA HATINA.
2	ESTIMATED COST	Appx. Rs. 8,87,156.00 excluding GST
3	TIME AND LAST DATE OF SUBMISSION OF TENDER	15.09.2026 UP TO 3.00 PM
4	PLACE & ADDRESS FOR SUBMISSION OF TENDER	The Regional Manager, Gujarat Gramin Bank, REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT
5	CONTACT PERSON WITH TELEPHONE NO	MR. HARSH R VYAS/ MR. NILES KANSORA (P&E DEPT., REGION OFFICE, JUNAGADH) PH. 9998032660/ 7574808032
6	DATE, TIME AND PLACE OF OPENING OF TENDERS	TECHNICAL BID OPENING : 15.09.2026 AT 03:30 PM AT GUJARAT GRAMIN BANK, REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT BIDDERS ARE REQUESTED TO BE PRESENT FOR TENDER OPENING FOR WHICH NO SEPARATE INFORMATION WILL BE GIVEN. ONLY TECHNICALLY QUALIFIED BIDDERS WILL BE INFORMED TO JOIN FOR OPENING OF FINANCIAL BIDS.
7	EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DD/BC TO BE SUBMITTED ALONG WITH TECHNICAL BID ONLY	RS. 16,000/- DRAWN IN FAVOUR OF GUJARAT GRAMIN BANK, REGION OFFICE, JUNAGADH. (NOTE: THE PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES) IS MEANT FOR PROCUREMENT OF ONLY GOODS AND SERVICE RENDERED BY MSES. TRADERS /DISTRIBUTERS/SOLE AGENT/ WORK CONTRACT ARE EXCLUDED FROM THE PURVIEW OF THE POLICY. THEREFORE, BIDDERS MUST SUBMIT THE EMD MANDATORILY.)
7B	(ISD) INITIAL SECURITY DEPOSIT (PAYABLE BY L1 BIDDER AFTER AWARD OF THE WORK)	2% OF VALUE OF THE WORK ORDER INCLUDING EMD PAID BY L-1 BIDDER WITH TENDER.
8	RETENTION MONEY	DEDUCTIBLE IN RUNNING BILLS @ 15% OF THE VALUE OF EACH INTERIM BILL AND TOTAL DEDUCTIBLE AS DETAILED IN THE TENDER DOCUMENT.

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9	PERFORMANCE BANK GUARANTEE	NOT APPLICABLE
10	(PENALTY CLAUSE) LIQUIDATED DAMAGES	IN CASE OF DELAY A PENALTY @ 2% OF VALUE OF WORK ORDER PER WEEK.
11	STIPULATED TIME FOR COMPLETION OF THE WORK/SUPPLY.	45 DAYS
12	VALIDITY PERIOD OF THE TENDER	45 DAYS FROM DATE OF OPENING OF FINANCIAL BID
13	TAXES	RATES QUOTED SHOULD INCLUDE ALL TAX AND OTHER CHARGES LIKE TRANSPORTATION, LOADING/UNLOADING ETC(EXCLUDING GST). HOWEVER, TDS AND GST TDS WILL BE DEDUCTED AT SOURCE AS APPLICABLE.
14	ELECTRONIC PAYMENT	ELECTRONIC PAYMENT SHALL BE PREFERRED.
15	INSURANCE OF THE WORK	WITHIN -7-DAYS FROM THE DATE OF ACCEPTANCE OF THE WORK ORDER (CAR POLICY)
16	DATE OF COMMENCEMENT	ONE WEEK FROM THE DATE OF ACCEPTANCE OF WORK ORDER
17	DEFECT LIABILITY PERIOD	12 MONTHS
18	RELEASE OF INITIAL SECURITY DEPOSIT	AFTER SATISFACTORY COMPLETION OF THE WORK, CERTIFICATION OF FINAL BILL AND ACCEPTABLE TO THE BANK.
19	RELEASE OF RETENTION MONEY IN 2 PARTS	RETENTION MONEY IN EXCESS OF 5% IS RELEASED AFTER SATISFACTORY COMPLETION/CERTIFICATION. BALANCE 5% OF WORK ORDER VALUE REMAINS WITH BANK AND IS REFUNDED 14 DAYS AFTER THE 12-MONTH DLP, PROVIDED DEFECTS ARE SATISFACTORILY ATTENDED.

Note: For any technical/drawing related issue, Bidder may contact directly to the architect for clarification.



NOTICE INVITING TENDER

**PROJECT: INTERIOR FURNISHING AND ALLIED WORKS FOR PROPOSED
NEW PREMISES OF GUJARAT GRAMIN BANK AT MALIYA HATINA**

Madam/Sir,

1. Sealed tenders are invited for the proposed work by the

**THE REGIONAL MANAGER,
GUJARAT GRAMIN BANK,
REGION OFFICE - JUNAGADH,
4TH FLOOR, VINAYAK PRIME A,
OPP KULP HOSPITAL,
VANTHALI ROAD –
JUNAGADH - 362015, GUJARAT.**

2. Sealed tenders comprising TECHNICAL BID and PRICE/FINANCIAL BID, must be duly filled and signed in the prescribed form and to be kept in two separate sealed envelope respectively super-scribed as Technical Bid and Price/Financial Bid and both these two separate sealed envelopes to be kept in One Big envelope and should be addressed to the **THE REGIONAL MANAGER, GUJARAT GRAMIN BANK, REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT.** The main envelope containing both aforesaid bids should be super scribed **FURNITURE WORKS IN NEW PREMISES FOR GUJARAT GRAMIN BANK AT MALIYA HATINA**

- a. **ENVELOPE No.1: TECHNICAL BID** - TO CONTAIN CONTRACTOR'S TERMS AND CONDITIONS, WORK ORDERS, PERFORMANCE/COMPLETION CERTIFICATES, ALL REQUIRED PAPERS AS REQUIRED IN BASIC INFORMATION TECHNICAL ASSUMPTIONS ALONG WITH DEMAND DRAFT/BANKER'S CHEQUE FOR **RS.16,000/-** IN FAVOR OF **GUJARAT GRAMIN BANK, REGION OFFICE, JUNAGADH** AS E.M.D ISSUED DURING TENDER NOTICE PERIOD OF 25.08.2026 TO 15.09.2026 WILL ONLY BE ACCEPTED SUBJECT TO THE SUBMISSION OF THE BIDS WITHIN THE PRESCRIBED TIME OF SUBMISSION.
- b. **Envelop No 2: PRICE BID** - Tender documents along with B.O.Q Completed in all respect and duly signed and submitted to **THE REGIONAL MANAGER, GUJARAT GRAMIN BANK, REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT** on or before **15.09.2026 up to 3:00 P.M**
- c. Technical Bids will be opened on the **15.09.2026 at 03.30 P.M.** by The Purchase Committee of the bank at region office junagadh, in the presence of the bidders or their representative. No separate information will be given in this regard. Envelop No 2 may be opened at a later date, which will be communicated to those tenderers in advance, whose Technical Bid qualify. In case of holidays/strikes/bandhs or any reason causing a holiday exactly on the last date of submission of offers; the last date of submission will be shifted to immediate next working day. EMD must strictly not to be kept in Envelope 2 or else otherwise tender will be considered as rejected.

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3. The tenderer must obtain for himself/themselves on his/their 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 a Contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself/themselves with all local conditions and matters pertaining thereto.
4. Each of the tender document is required to be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the General Conditions etc., as laid down. Once the duly signed document submitted then it will be deemed as signing authority empowered or authorized to do so and binding over the bidder, and as and when said authority letter demanded by the bank then the bidder is bound to produce the same. Any tender with any of the documents not signed will be rejected.
5. The tender documents must be filled in English and all the entries must be made properly & clearly. If any of the documents is missing or un- signed or not legible or have overwriting without valid attestation through initial, the tender shall be considered invalid.
6. All erasures and alterations made while 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 advice or any change in rate or conditions after submission of the tender will be entertained. All the rates should be quoted both in figures and words. If on check there are differences between the rates given by the contractor, in words and figure or in amount workout by the bidder, the following procedure shall be followed.
 - i) When there is a difference between the rate in figures and in words, the rate, which corresponds to the amount worked out by the bidder, shall be taken as correct.
 - ii) When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
7. In case of the rates/ amount quoted by the bidder exceeds the estimated cost/ estimated item rates, bank shall have the right for obtaining detailed rate analysis for such item/ items (i.e. material cost with quantity + labour cost with quantity + margin) which necessarily needs to be compatible with market rates for acceptance of the tender/ bid or else Bank shall be at liberty to reject such tender/ bid and no claim shall be entertained by the Bank.
8. The intending tenderer shall deposit EMD by Demand Draft/ Banker's Cheque/Pay order drawn in favour of Gujarat Gramin Bank, Region office - Junagadh of Rs. 16000/- as the Earnest Money as guarantee of good faith, which amount shall be forfeited as liquidated damages in the event of any evasive/ refusal or delay in signing the contract. The deposit of the unsuccessful tender will be returned without interest immediately after a decision is taken regarding the award of the Contract. The Earnest Money of the successful tender will be adjusted towards Security Deposit. A tender not



- accompanied by Earnest Money Deposit will not be considered. No concession will be made to public Sector companies from Payment of Earnest Money Deposit.
9. The successful bidder will have to pay initial security deposit (ISD) @ 2% of the accepted value of the tender including the EMD, by way of Demand Draft / Pay Order / Bankers Cheque / NEFT in favor of the Gujarat Gramin Bank payable at Junagadh. The initial security deposit is to be paid by the Contractor to Bank within 7 days of intimation from bank. The Initial Security Deposit will be kept with the Bank for the duration of the contract period and will be refunded to the Contractor without any interest after issue of the Completion Certificate and acceptance thereof by the Bank. No interest is allowed on the Initial Security Deposit.
 10. Contractor can raise running bill on completion of minimum work of Rs.5.00 Lacs. On certification of running bill by the Architect or Substitute Independent Architect appointed in accordance with clause 2A, and acceptable to the bank, bank will release the payment of running bill after deducting 15% of bill amount which shall be kept as retention money including EMD and ISD paid earlier. Retention money in excess of 5% of work order shall be refunded on receipt of completion certificate from the Architect or Substitute Independent Architect appointed in accordance with clause 2A architect, and acceptable to the bank to its satisfaction. BALANCE 5% OF WORK ORDER VALUE SHALL BE KEPT AS RETENTION MONEY AND SHALL BE REFUNDED 14 DAYS AFTER COMPLETION OF THE DEFECT LIABILITY PERIOD OF 12 MONTHS, PROVIDED ALL DEFECTS ARE ATTENDED TO THE SATISFACTION OF THE BANK. In case the work done is not as per the satisfaction of the bank at any stage after taking up the matter with the contractor, the entire retention money kept with the bank shall be forfeited and bank will be free to complete the remaining work or defect not attended with the help of any other contractor / agency / vendor as deemed fit.
 11. Within one week of the issue of work order by the bank, the successful tenderer shall be bound to implement the contract by signing an agreement in accordance with the Agreement and Conditions of Contract attached herewith, but the work order or the written acceptance by the Employer will constitute a binding agreement between the Employer and the person tendering whether such formal Contract is or not subsequently entered into.
 12. All compensation or other sums of money payable by the Contractor to our Clients / vendor under the terms of this contract may be deducted from the security Deposit, or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 15 days of being asked to do make good in cash or by cheque any sum which have been deducted from his security deposit.
 13. The contractor shall arrange for the procurement of all the materials at site as required and directed and store them in his go down at the site of construction and also bear all the expenses incurred.
 14. The rates quoted by the Contractor shall include all eventualities such as heavy rain, sudden floods etc which cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contracts, bank will not be responsible for such damage or wash out of the interior furnishing work.

15. Time is the essence of the contract. The work should be completed within **45 days** from the date of the work order issued to the contractor. The successful Contractor will have to give CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time. The chart showing the item wise/location wise/floor wise progress which the contractor intends to make to enable him to conveniently and practicably complete the work in all respects within the agreed time as per contract. The chart will be scrutinized and approved by the Architects with suitable modifications, and if necessary and the approved chart will then form part of the agreement, being the basis for assessment of progress under the relevant conditions of contract shall be submitted within 7 days from the date of acceptance of the tender. The chart may from time to time during the progress of the work be reviewed and modified with the approval of the Architects keeping in view the agreed date of completion.
16. If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages at 2% of work order for each week beyond the date that the work remains incomplete.
17. The quantities contained in the Schedule are only approximate. The work as carried out and done will be measured from time to time, for which payment will be made subject to the terms and conditions of contract.
18. The unit price shall be deemed to be fixed price. In case of extra items, a record of labor charges paid shall be maintained and shall be presented regularly to the Architects for checking. The settlement will be made based on figures arrived at jointly and taking unit price given in the contract assigned to the successful Tenderer. In case, of extra items where similar or comparable items are quoted in the tender, extra rates shall be based on tender rates.
19. Gujarat Gramin Bank, Region office junagadh do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tender/s either in whole or in part, without assigning any reason for doing so.
20. No employee of the Bank is allowed to work as a Contractor for a period of 2 years of his / her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who has not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.
21. Along with Tender documents, Bidders have to compulsorily submit Pre-contract Integrity pact as per **Annexure-A** (Duly signed and stamped by Authorized signatory of bidder on proper Stamp Paper as an agreement).

SEAL WITH SIGNATURE OF THE BIDDER



PRE-QUALIFICATION CRITERIA:

CONTRACTOR/AGENCY/FIRM WHO ARE DESIROUS OF TENDERING FOR ABOVE WORK AND FULFILLS FOLLOWING MINIMUM REQUIREMENTS ONLY NEED TO APPLY

- i. a) The contractors/Firms should have carried out a minimum of 1 work of similar nature* successfully completed, each work valued at not less than Rs. 7.20 lakhs during the last 10 years ending as on 31st March, 2026.

OR

- ii. (b) 2 works of similar nature* successfully completed valued at an amount not less than Rs.4.50 lakhs during the past 10 years ending as on 31st March, 2026.

OR

- iii. (c) 3 works of similar nature* successfully completed of value not less than Rs. 3.60 lakhs during the last 10 years ending as on 31st March, 2026.

The average annual turnover of the contractor during the last three year ending 31st March 2025 should not be less than Rs.10 lakhs

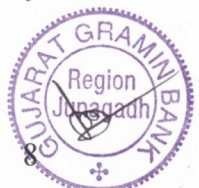
***Work of Similar Nature: Interior furnishing/furniture & allied works carried out at Government/Semi-Government/Public/Private Sector organizations.**

THE BANK WILL NOT ENTERTAIN ANY SUBSEQUENT SUBMISSION MADE REGARDING ELIGIBILITY CRITERIA, PAST/EXISTING WORK ORDER, WORK COMPLETION CERTIFICATE, PERFORMANCE OF SIMILAR JOB ETC., EXCEPT MENTIONED BY THE BIDDER IN TENDER DOCUMENTS. THE BIDDER IS BOUND TO PROVIDE SUPPORTING DOCUMENTS AND PHOTOGRAPHS AS AND WHEN DEMANDED BY THE BANK. THE BANK HAVE RIGHT TO CHECK THE CREDENTIAL OF INFORMATION SUPPLIED BY THE BIDDER AT THEIR END.

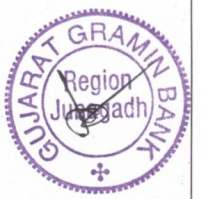
The agency bidding for this job should have full-fledged office preferably in Gujarat, The firm should have sufficient number of experienced personnel, technical know-how, and other resources for the completion of subject work.

1. APPLICATIONS BY THOSE FIRMS WHO DO NOT SUBMIT PERFORMANCE CERTIFICATES/COMPLETION CERTIFICATE & WORK ORDERS FROM THEIR PREVIOUS EMPLOYERS / CLIENTS ARE LIABLE FOR REJECTION. FOR certificates, the issuing authority shall not be less than an Executive In charge. Bank may obtain confidential reports of the bidders for the similar jobs which has to be satisfactory for technical pre- qualification of the bidder. Any relevant information/document/credential, found false at later stage not limited to, shall lead to the cancellation of contract irrespective of any stage of contract/work, without entertaining any claim but may also subject to suitable legal action. In case any loss posed to the Bank then the said contractor will indemnify suitably the bank against the said financial and reputational loss
2. Bidders on whom bank has imposed penalty for their previous works in last three year are not eligible to apply. Those tenders will be rejected without any intimation.

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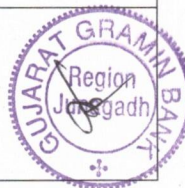




	c) enclose certified copies of document as evidence	
5	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
6	No. of years of experience in the field and details of work in any other field. Whether ISO certified, furnish the details.	
7	Area of business activities other than construction, if any, and place of business.	
8	Address of business activities other than construction if any, and place of business	
9	Address of the registered/office through which the proposed work of the Bank will be handled and the Name & Designation of officer in charge. (ENCLOSE ADDRESS PROOF)	

	Work Completion Details	
10	a. one similar completed works each costing not less than Rs. 7.20 lakhs OR b. Two similar completed works each costing not less than Rs.4.50 lakhs OR c. Three similar completed work costing not less than Rs.3.60 lakhs. (Enclose work completion certificate from client)	
11	[a] Yearly turnover of the organization during FY 2022-23, 2023-24, 2024-25 and furnish audited balance sheet and Profit & Loss A/c (Audited) for FY 2022-23, 2023-24, 2024-25. [b] Turnover in FY 2022 – 2023 FY 2023 – 2024 FY 2024 – 2025	
12	Enclose copy of latest income tax clearance certificate (last 3 years) (ENCLOSE COPY)	Yes/No
13	PAN No. (ENCLOSE COPY PAN CARD)	



14	GST No. (ENCLOSE COPY OF REGISTRATION)	
15	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries equipments etc.	
16	Furnish the names of –3- responsible persons along with their designation, address, Tel.No., etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
17	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. (Proforma-5) Give name of court, place, and status of pending litigation.	Attach a separate sheet if required.
18	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
19	No. of supplementary sheets attached for Part – II	

I/We hereby undertake that all the information provided above is true, and all the terms and conditions related to work order, eligibility and others are fully read over and after understanding the same, submitting this tender. Further, I/We also undertake that

signing authority is authorized to submit this tender and possess all the required resolution, mandate etc., in this regard.

In case of firm is other than individual/proprietorship, preferably submit the mandate / resolution copy, however at the time of acceptance of work order or execution of agreement, the same are necessarily required.

NOTE: Attach extra sheets with Sr. No if the space is found less.

Please note that firms blacklisted from the bank/IBA/CVC/Govt/PSU are not eligible to participate in the tender process.

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Seal and Signature of the Bidder/s.

Date:

Place:



LIST OF SIMILAR PROJECTS EXECUTED BY THE CONTRACTOR/FIRM DURING THE LAST 10 YEARS ENDING ON 31.03.2026.

(EACH WORKS COSTING NOT LESS THAN RS.3.60 LAKHS)

Sl No	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time of completion (Years)	Actual time of completion (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose clients certificate for satisfactory completion.
1	2	3	4	5	6	7	8

Notes:

Information has to be filled up specifically in this format.

For certificates, the issuing authority shall not be less than an Executive In charge.

Performance/Completion certificates will necessarily be submitted along with Work Orders.



LIST OF IMPORTANT WORKS OF SIMILAR NATURE ON HAND.
(EACH WORKS COSTING NOT LESS THAN RS.3.60 LAKHS)

Sl no	Name of work/ project with address	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact nos. of -2- persons (Engineers or top officials of the organization)	Contract Amount with copy of Work Order & completion certificate from project in- charge.	Stipulate d time of completi on (Years)	Present status of the project	Any other relevant informatio n
1	2	3	4	5	6	7

Note:-

Information has to be filled up specifically in this format



GENERAL INSTRUCTIONS / CONDITIONS TO THE TENDERERS

1. TENDERS ARE HEREBY INVITED BY GUJARAT GRAMIN BANK FOR FURNITURE WORKS IN NEW PREMISES FOR GUJARAT GRAMIN BANK AT MALIYA HATINA
- 2.
3. THE TENDERS COMPRISING TECHNICAL BID AND PRICE BID BOTH SHOULD BE KEPT IN TWO SEPARATE SEALED ENVELOPES SUPER SCRIBED ON BOTH ENVELOPES (TECHNICAL BID-ENVELOPE-1 & FINANCIAL BID ENVELOPE-2 RESPECTIVELY ALONG WITH PROJECT TITLE) AND BOTH SEALED ENVELOPE SHOULD BE PLACED IN ONE BIG SIZE ENVELOPE SUPER SCRIBED WITH "TENDER FOR **FURNITURE WORKS IN NEW PREMISES FOR GUJARAT GRAMIN BANK AT MALIYA HATINA**". THE TENDER SHOULD BE ADDRESSED TO

THE REGIONAL MANAGER, GUJARAT GRAMIN BANK, REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT
AND WILL BE SUBMITTED TO THE

THE REGIONAL MANAGER, GUJARAT GRAMIN BANK, REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT

The Tender documents must be reached/ received at the above address ON OR BEFORE 15.09.2026 up to 3:00 p.m. Any tender received later will not be entertained.

(I) ENVELOPE-I CONTAINING CONTRACTOR'S TERMS AND CONDITIONS, WORK ORDERS, PERFORMANCE/COMPLETION CERTIFICATES, ALL REQUIRED PAPERS AS REQUIRED IN BASIC INFORMATION TECHNICAL ASSUMPTIONS ALONG WITH **DEMAND DRAFT/PAY ORDER/BANKER'S CHEQUE (EMD) FOR RS. 16,000/-** IN FAVOR OF GUJARAT GRAMIN BANK AS EMD. EMD KEPT IN ENVELOPE -II SHALL LEAD TO CANCELLATION OF TECHNICAL BID. TENDER WILL BE OPENED AT THE GGB REGION OFFICE, JUNAGADH ON 15.09.2026 AT 03.30 P.M.

(II) ENVELOPE-II containing Price bid – To contain Architects tender documents along with bill of quantities will be opened after evaluation of technical bid. Price Bid of only those bidders will be opened whose technical bid qualified successfully or found suitable.

3. The contractor should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and requisite total given in English Language only.

The EMD of the contractor whose tender is accepted shall be forfeited in full in case he does not remit the initial security deposit within the stipulated period or start the work by the stipulated date mentioned in the work order.

4. The acceptance of the suitable tender will be based on sole discretion of the Gujarat Gramin Bank. Lowest tenderer will not claim as successful bidder till the bank declared him as successful bidder. It is not binding to the bank to accept the said tender just for the reason of lowest tender, the authority may reject any or all of the tenders in which any one of the prescribed conditions are not fulfilled or the information provided by the bidder untrue, or incomplete or credential of bidder found doubtful subsequently or negative feedback received about past work etc in any respect, liable to be rejected.



5. The bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
6. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable to rejection.
7. All rates shall be quoted on the proper format of the tender and before quoting the rates, the tender shall have to be read and understand the various clauses mentioned in general conditions and special conditions of this contract along with drawings and specifications.
8. Bills of quantities in respect of each work and a specification accompany this tender notice. The tenderers must use only the form issued by the Architects to fill in the rate. The Bills of quantities may be varied at the discretion of the Bank/Architects. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled up in order to show the aggregate value of the entire tender.
9. In the event of the tender submitted by a Partnership firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so; such power of attorney shall be produced along with the tender and it must disclose that the firm is registered under the Indian Partnership Act and a copy of the Partnership deed should be attached. In the case of Proprietary concern, the Sole Proprietor should sign. In the case of Limited Co., the Managing Director or any other Director authorized to sign, with name, address and designations of all Directors and seal of the Company supported by a resolution of the Company.
10. The tenderer shall also inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation how may require and accordingly it is responsibility of tenderer that they shall himself obtain all necessary information, as to rights contingencies and other circumstances which may influence or affect his tender and the Employer/ Bank makes no assurance or representation to the tenderer in this behalf.
11. Errors in the bills of quantities shall be dealt with in the following manner:
 - a) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the contractor, shall be taken as correct.
 - b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
 - d) In case the contractor has not quoted both rate and amount for any items, then the maximum of the quotes for that item by other bidders shall be taken for



assessing the value of his tender. Further, in case he is awarded the work, the rate for the said item shall be payable as per the lowest rate quoted by other bidders.

- e) The tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision in the contract for such and then only in terms of that specific provision or to make any representation on the ground that he was supplied with any information or given any promise or guarantee of any sort, by the employer his agents and servants, the Architects or their representatives or any other persons, unless such information, promise or guarantee is furnished to the tenderer in advance of the date of receipt of tenders and in writing under proper authority.
 - f) The work is to be carried out generally in accordance with I.E. Rules and Regulation the Local P.W.D. or C.P.W.D. specifications as the case may be and the I.S.S. in addition to the Tender/Architects' specifications, if any, forming part of the tender documents.
12. In the case of any class of work for which there is no specification in the said I.E. Rules and Regulations or Local P.W.D. specifications, the said Highways Manuals/specifications, the said regulations and rules, CPWD specifications and the I.S.S. or in the said Architects' specifications forming part of the tender documents or in case there is a variation, such work shall be carried out in all respects in accordance with the instructions and requirements of the Architects.
 13. The work shall be carried out under the directions and supervision of the officials of the Employer and Architects and subject to the approval in all respects by the Employer and Architects.
 14. On acceptance of the tender the Contractor shall in writing and at once inform the Employer and the Architects the names of his accredited representative (specifications) who will be responsible to take instructions from the Architects/Employer. The Contractor will be required to insure by obtaining CAR policy of the work and keep it insured up to one month after the date of taking over the works/installations by the Employer or otherwise in terms of the contract against loss or damage by fire and other usual risks other than the risks excepted in terms of the contract with the General Insurance Corporation of India or its subsidiaries. This CAR policy will be required to submit to bank within -7-days from the date of acceptance of work order.
 15. In carrying out the work the contractor shall comply with the provisions of the safety code, annexed to these papers. The tenderer shall comply with all provisions of laws including workmen's compensation Act, contract labour (Regulation & Abolition) Act etc. If the Employer is made liable to pay any sum of money or incur any liability as a consequence of no performance or omission or commission on the part of the Contractor or otherwise, the Employer is entitled to recover the same from the contractor or adjust against any money due to the Contractor.



On acceptance of the tender, the name of the accredited representative (s) of the Contractor who would be responsible for taking instructions from the Employer/ Architects, shall be communicated to the Employer.

16. Addenda to this tender document, if issued, must be signed and submitted along with the tender document.
17. Work executed by the contractor as Sub-contract shall not be considered for evaluation of bid.

18. Termination for Unsatisfactory Performance / Breach of Contract

The Bank reserves the absolute right, at its sole discretion, to terminate this Contract, in whole or in part, at any time, upon written notice to the Contractor, in the event of:

- (i) unsatisfactory performance of the work as determined by the Bank; or
- (ii) violation of any terms and conditions of this Contract.

Upon such termination, the Bank shall be entitled to assign the remaining incomplete work to any other Contractor of its choice, on such terms and conditions as the Bank may deem fit, without any obligation or liability to the original Contractor in this regard.

Settlement of Dues to the Terminated Contractor:

The terminated Contractor shall not be entitled to claim any payment for the work executed by it until the following conditions are fully met:

- a) The balance/remaining work has been formally assigned to and fully completed by the new Contractor engaged by the Bank;
- b) All dues, costs, and payments in respect of the new Contractor for completion of the balance work have been finally settled and paid by the Bank;
- c) The total actual cost of the entire project comprising the cost of work done by the terminated Contractor and the cost incurred by the Bank for completion of the remaining work through the new Contractor has been computed and assessed by the Bank.

Upon fulfilment of all the above conditions, the Bank shall determine and pay to the terminated Contractor only such amount as is equitably payable for the portion of work actually and satisfactorily executed by it, after deducting:

- Any additional costs, losses, damages, or expenses incurred by the Bank as a direct or indirect consequence of such termination, including but not limited to the cost of re-tendering, mobilization of the new Contractor, and any price differential between the original contract value and the cost incurred for getting the balance work completed; and
- Any penalties, liquidated damages, or recoveries applicable under the terms of this Contract.

It is expressly clarified that the Bank's assessment of the work done and the amount payable to the terminated Contractor shall be final and binding. The terminated Contractor shall have no right to claim interest on the withheld



amount for the period during which the balance work is being completed by the new Contractor.

GENERAL CONDITIONS OF CONTRACT

Except where as provided specifically for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down herein after and the drawings, the work shall be carried out as per standard specifications and under the direction of the Employer / Architect

1. INTERPRETATIONS

In constructing these conditions and the specifications schedule of quantities and contract agreement, the following words shall have the meaning herein assigned to them except where the subject or contract otherwise required.

- a. 'Employer / Bank' shall mean **The Regional Manager, Gujarat Gramin Bank, REGION OFFICE - JUNAGADH, 4TH FLOOR, VINAYAK PRIME A, OPP KULP HOSPITAL, VANTHALI ROAD – JUNAGADH - 362015, GUJARAT.** And any of its Employer/ Representatives authorized on their behalf.
- b. '**Contractor**' shall mean the contractor appointed through this RFP by Bank And shall include his / their heirs, legal representatives, assignees and successors.
- c. '**Site**' shall mean the lands and other places as shown bounded red on the site plan, on which the works are to be provided by the Employer or Architect for the purpose of the contract.
- d. '**Site Engineer/Supervisor**' shall mean any other engineer/skilled experienced person appointed from time to time by the Employer and certified in writing to the Architects and the Contractor, to act as Engineer for the purpose of the Contract in The place of the said.
- e. '**Employer's Representatives**' shall mean any site Engineer or any clerk of works appointed from time to time by the Employer to perform the duties set forth in Clause 27 hereof whose authority shall be notified in writing to the Architects and Contractor by the EMPLOYER.
- f. '**Drawings**' shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by the Architect and such other drawings as any from time to time during the execution of work be furnished or approved in writing of the Architect and Employer. The Contractor shall ask in writing for all clarifications on matters occurring any where in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation. So that Employer / Architect may be able to give decisions hereon.
- g. '**Works**' shall mean the works to be executed in accordance with the contract specifications and schedule of quantities.
- h. '**Act of insolvency**' shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any act amending such original.

- i. **'Contract'** shall mean the Articles of Agreement, the general conditions special conditions, the appendix, the schedule of quantities, specifications and drawings attached here to and duly signed.
- j. **'The Schedule of Quantities'** shall mean the schedule of quantities as specified and forming part of this contract.
- k. **'Priced schedule of Quantities'** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- l. **'Contract Price'** shall mean the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereafter contained.
- m. **'Notice in Writing'** or written notice shall mean a notice in writing, type or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- n. **'Net Prices'** any arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items if the Tender any sum, either as a percentage or otherwise, then the next price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum. Providing always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression 'net rates' or 'net prices' when used with reference to the contract or account shall be hold to mean rates or prices so arrived it.
- o. **'Actual Completion'** shall mean the building is in the opinion of the Architect and Employer fit for occupation.
- p. Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.
- q. **"Architect"** shall mean architect for the interiors and furnishing work of Maliya Hatina branch as appointed by the Bank or Substitute Independent Architect. In the event of their or any of them ceasing to be architect as the case may be, for whatever reason such other person or persons as shall be appointed by the bank.

"Substitute Independent Architect" shall mean an architect from the Bank's approved empanelment list or any other independent Architect, appointed by the Bank to perform specific certification or supervisory functions in the circumstances defined in Clause 2A below, and to the extent expressly stated by the Bank.

References to "Architect" in this Contract shall mean the Architect as defined above, and references to "Bank empanelled architect" appearing elsewhere in this document shall be read and construed as references to the Substitute Independent Architect acting strictly within the scope and circumstances defined in Clause 2A.



2. SCOPE OF CONTRACT:

The scope of work covers Interior furnishing work for Maliya hatina branch at Dist junagadh, Gujarat in accordance with the drawings, tender specifications, as per approved make etc. prepared by Banks Architects and under their/his direction and to the satisfaction of Architects and Bank's Engineer. In regard to:

- a. The contractor has to make his/their own arrangement for movement of his/their men and materials to the required site/floor of the premises (working areas) at his/their own cost. All types of safety measures will be taken by the contractor.
- b. The variations or modifications of the designs, quality of works or the additions or omission or substitution of any work.
- c. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specifications.
- d. The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.
- e. The demolition removal and / or re-execution of any work executed by the contractor/s.
- f. The dismissal from the works any person employed thereupon.
- g. The opening-up for inspection of any work covered –up.
- h. The rectification and making good of any defect under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Inspections provided always that instructions directions and explanations given to the Contractor or his representative upon the works by the Architect shall, if involving a variation, be confirmed in writing by the Contractor within 7 days and if not dissented from in writing within 7 days by the Architect, shall be deemed to be the Architect's instructions within the scope of contract.

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

2A. APPOINTMENT OF SUBSTITUTE INDEPENDENT ARCHITECT:

2A.1 General Principle

The Bank has appointed M/s Hasit Kholia as the Architect for this project under a separate Architect Appointment arrangement. The Architect shall be the primary authority for all certification, inspection, approval, and supervisory functions under this Contract. The bank has the discretion to treat all certification, inspection, approval, and supervisory functions given by the appointed Architect as Preliminary recommendation. Notwithstanding anything contained in the contract, the bank reserves the right to appoint a Substitute Independent Architect, as provided in this Clause to oversee the work, verify the bills or any other work specifically assigned. The appointment of the



Substitute Independent Architect is a contingency and protective mechanism to be used by Bank as and when the situation arises.

2A.2 Triggering Circumstances

The Bank may appoint a Substitute Independent Architect **only** upon the occurrence of one or more of the following specific circumstances:

(a) Termination or Resignation of Appointed Architect: Where the Bank has terminated the Architect's appointment for valid reasons, or where the Architect has resigned or surrendered the appointment in writing.

(b) Prolonged Unavailability: Where the Architect or its key personnel are genuinely unavailable to perform a specific certification or inspection function for a continuous period exceeding **7 (Seven) calendar days** due to illness, incapacitation, force majeure, or any other reason beyond the Bank's control, and such unavailability is causing or is likely to cause a demonstrable delay to the project.

(c) Conflict of Interest: Where a specific certification, inspection, or approval involves a matter in which the Architect has a direct or indirect conflict of interest that has been formally declared or established, rendering independent certification by the Architect impracticable for that specific matter.

(d) Architect's Failure to Certify Within Stipulated Time: Where the Architect, having received a completed and properly supported bill, measurement sheet, or request for inspection from the Bank, fails to issue the relevant certificate or inspection report within **7 days** from receipt from bank, despite a written reminder from the Bank, and such delay is not attributable to any default of the Contractor.

(e) Dispute Regarding Certification: Where a specific bill, measurement, or quality matter is the subject of a formal dispute between the Contractor and the Architect, and both parties have agreed in writing that an independent Substitute Certifying Architect should assess the matter in dispute.

(f) Winding Up / Dissolution of Architect Firm: Where the Architect firm is dissolved, wound up, or ceases to carry on practice during the currency of the Contract.

(g) Option with Bank: Bank will have the absolute right to re-measure, or reject any certification provided by the Architect if found inconsistent with the actual work or quality standards and get the same done through Substitute Independent Architect. In cases where Bank is of the view that there is visible inconsistency in the certification provided by the Architect, it will have the option not to release the payment due to the contractor solely based on the Architect Certificate. In such cases, bank can seek separate certificate from the Substitute Independent Architect or get the certificate of Architect countersigned from such Substitute Independent Architect. In case of two such certification from Architect and Substitute Independent Architect, bank will have discretion to treat any of those as final and accordingly release the payment.

2A.3 Process of Appointment of Substitute Independent Architect

The Bank shall issue a written Notice of Substitution to the Contractor and already appointed Architect, specifying the name, qualifications, and empanelment details of the proposed Substitute Independent Architect. Such notice shall serve as intimation to the Contractor and no approval or objection from the Contractor shall be required. The substitution shall take effect from the date specified in the Notice of Substitution.

2A.4 Scope of Work of Substitute Independent Architect



Substitute Independent Architect shall perform the work of certification, inspection, approval, and supervisory functions as may be assigned based on triggering situations as mentioned in clause 2A.2. Substitute Independent Architect shall be entitled to disregard any opinion or decision or approval or instruction given or expressed in writing by the architect for the time being. Substitute Independent Architect shall **not** act simultaneously with the appointed Architect on the same matter. Where the appointed Architect is still engaged and capable, there shall be no concurrent authority.

2A.5 Standard of Independence

The Substitute Independent Architect, when performing certification or inspection functions under this Contract, shall act independently, impartially, and in good faith, and shall not act as the agent, representative, or advocate of the Bank for the purpose of such certifications. The Substitute Independent Architect's certification decisions shall be binding on both parties subject to the arbitration provisions of this Contract. The fact that the Substitute Independent Architect is on the Bank's empanelment list shall not, by itself, constitute evidence of partiality or conflict of interest.

4. CONTRACTOR TO VISIT THE SITE:

Each tenderer must before submitting his/their tender, visit the site of works so as to examine the physical site conditions and prices, availability and quality of materials according to specifications, drawing and Schedule of Conditions of contract, as all clauses therein contained are intended to be strictly enforced and the tenderer must include in his tender for all the provisions therein contained and for all contingencies which may arise. Employer makes no assurance or representation to the tenderer in this behalf. No extra claim regarding non-availability of materials or charges in the price will be entertained or extra allowed on that account at any stage.

5. TENDERS:

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial / signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

- i. The 'Rate' column to be legibly filled in ink in English, figures and English words.
- ii. Amount column to be filled in for such item and the amount for each sub bead and detailed in the Schedule of Quantities.
- iii. All corrections are to be initialed.
- iv. The 'Rate column' for alternative items shall be filled up.
- v. The 'Amount' column for alternative items of which the quantities are not mentioned shall not be filled up.

No modifications, writings or corrections can be made in the tender papers by the tenderer but may at his option after his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.



The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / architect detailed analysis of any or all the rates shall be submitted. The Employer / Architects shall not be bound to recognize the contractor's analysis. The works will be paid for as 'measured work' on the basis of actual work done and not as 'lumpsum' contract.

All items of work described in the schedule of quantities are to be designed and paid as complete works and details including preparatory furnishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lumpsum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer/Architect.

The employer has power to add, omit from work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Employer.

The tender shall note that the tender shall remain open for consideration for a period of 45 days from the date of opening of the financial bids.

5. AGREEMENT:

The successful Contractor shall be required to enter into an agreement in accordance with the Draft Agreement and Schedule of Conditions within 7 days from the date of work order. The Contractor shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance by the Employer of the tender will constitute as a binding contract between the Employer and Contractor, whose tender has been accepted, whether such final agreement is or is not subsequently executed. This tender document will be part and parcel of the said agreement provided not specifically denied in the agreement.

6. OPENING UP WORKS:

The Contractor shall notify the Architect in writing immediately, the trenches or excavation as shown on the drawings are get ready or as soon as any ground is cut into which, from unexpected causes appears to need immediate attention, after notifying the Architect, he shall await instructions which shall within seven days of receipt of such notices, if the Contractor put in any parts of the foundations before he has so notified the Architect and received instructions, shall be liable to reinstate all work that may subsequently be, at any time, damaged on account of any defect or insufficiency of the foundations. The Contractor shall at the request of the Architect, within such time as the Architect so desires, open for inspection any other work, and should the Contractor refuse or neglect, to comply with such request, the Employer, through the Architect may comply other workmen to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if, on being opened up, it be found in accordance with the drawings and specifications, or the instructions of the Architect, the expenses of such other workmen shall be borne by and recoverable or which may become due to the contractor. If the works has not been covered up in contravention of such instructions, then the expenses aforesaid shall be done by the Employer and be added to or the Contract sum, provided always that in the case of foundations or of any other urgent work so opened up and requiring immediate attention, the Architect shall within seven days after receipt of the written notice from the Contractor that the work has been opened, make or cause the



inspection thereof to be made, and at the expiration of such time if such inspection shall not have been made, the Contractor may cover the same and shall not be required to open it up again, except expenses of Employer.

7. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The Contractor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of any local authority, and of any water, lighting and other companies or authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the Architect's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the Contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming with the provisions, regulations or bylaws in questions.

The Contractor shall bring to the attention of the Architect all notices required by the said acts, regulations or bylaws to be given to any Authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Architect / Employer.

The Contractor shall identify the Employer against all claims in respect of patent rights, designs, trade marks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Architects, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

8. TAXES AND DUTIES:

All works shall be measured net as finished and the rates quoted by the Contractors shall include for all cuttings, waste, breakages, etc. Tenderers must include in their rates, any local tax, Excise loading/unloading of material at site, Octroi and other tax and duty levied by the Central Government or any State Government or Local Authority, if applicable but **excluding GST**. The rates quoted shall be firm till the completion of the entire work and no variation of rates will be entertained. The various statutory tax deductions implemented by the state and central government from time to time shall also be affected in the respective running bills. Electricity consumption charges as per the K.M.R.L. tariff should be borne by the contractor based on the actual consumption. No extra claim on this account will in any case be entertained.

9. NOTICES AND STATUTORY REGULATIONS:

The Contractor shall give all notices and pay all fees and shall comply all Acts and Regulations for the successful completion of the contract works. The whole of the work including sanitation and electrical is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labor (Regulation and Abolition) Act 1970.

10. PRIME COST AND PROVISIONAL SUMS:

a. Where 'Prime Cost' (P.C) prices or provisional sums of money are provided for any goods or works in the specifications or Schedule of Quantities, the same are exclusive of any trade discount, or allowances, discount for cash, or profit which the Contractor may require and or carriage and fixing.

b. All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufactures or firms, at the discretion of the Architect or the Employer. The Employer reserves to himself the right of paying directly for any such goods or work and the Architect may deduct the said prices or sums from the amount of the contract. Should any goods or works for which prime costs or provisional sums are provided or portions of some be not required, such prices are sums together with the profits allow for such additional amount as the Contractor may have allowed for carriage and fixing will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise the Contractor shall, at his own cost fix the same, if called upon to do so, and the Contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.

c. In cases in which provisional quantities of materials are contained in the contract, the Contractor shall provide such materials to such amounts or to greater or lesser amounts, as the Architect shall direct in writing at the net rates at which he shall have priced such items in his Schedule of Quantities. Should, however, any such items be omitted, which omissions shall be at the Architect's discretion, no profit on such items shall be allowed to the contractor.

d. No prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the Contractor until the receipted accounts relating to them have been produced by the Contractor to the Architect. Such accounts shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the Contractor in lieu of producing such receipted accounts, request the Architect in writing to issue a certificate on the Employer for such sum or sums due either on account or in settlement to a sub-Contractor direct, the Architect shall, upon satisfying himself that the sub-contractor, at the settlement of accounts and any profit or sum to which the Contractors properly entitles, in respect of such sub-contract, and which is in conformity with the terms of Contract as through of such certificates, to the sub-Contractor had been included in a certificate drawn in favour of the Contractor.

e. If the Contractor neither produces the receipt nor gives to the Architect to issue a Certificate in favour of such sub-Contractor direct, the Architect may upon giving the contractor 'SEVEN DAYS NOTICE' in writing of his intentions to do so, issue to the sub-Contractor such certificate direct to the Employer and obtain a receipt from the sub-Contractor which receipt shall be deemed a discharge for the amount of such certificates as through given by the contract. In such event, the Contractor shall not be allowed any profit he may have added in the Schedule of Quantities upon such sub-contract.

f. The exercise of the option before referred to by the Contractor and the issue of Certificates, as before described to sub-Contractor direct of certificates by the Architect, shall not however relieve the Contractor from any of the liabilities in respect of insufficient, faulty or incomplete work of the sub-Contractor for which he may liable under the terms of the Contract.

11. SCHEDULE OF QUANTITIES & SUFFICIENCY OF SCHEDULE OF QUANTITIES:

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Architects shall be considered to be approximate and no liability shall attach to the Architect for any error may be discovered therein. The Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason, therefore.

The Contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and /or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the completion of the works.

12. OTHER PERSONS ENGAGED BY THE EMPLOYER:

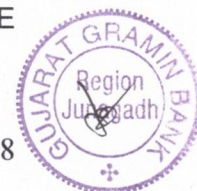
The Employer reserves the right to use the premises and may portions of the site for the execution of any work not included in the contract which he may desires to have carried out by other persons, and the contractors is to allow all reasonable facilities for the execution such work, but is not required to provide any plant or materials for the execution of such work, except by special arrangement with the Employer. (Such work shall be carried out in such a manner as not to impede the progress of the works included in the contract, and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work)

13. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT:

The tenderer will have to deposit an amount of **Rs. 16,000/-** In the form of Demand draft/Pay order/Banker's Cheque only drawn in favor of **Gujarat Gramin Bank, Region Office, Junagadh** at the time of submission of tender as an EMD. The Employer is not liable to pay interest on the EMD. The earnest money of unsuccessful tenderer will be returned without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded, will have to deposit as initial security deposit a further sum to make up 2% of the value of the work order including the EMD. The initial security deposit will have to be submitted within 7 days from the date of issue of work order, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender. THE INITIAL SECURITY DEPOSIT SHALL BE REFUNDED TO THE CONTRACTOR WITHOUT ANY INTEREST AFTER ISSUE OF THE COMPLETION CERTIFICATE AND ACCEPTANCE THEREOF BY THE BANK.

Contractor can raise running bill on completion of minimum work of Rs.5.00 Lacs. On certification of running bill by the Architect or Substitute Independent Architect appointed in accordance with clause 2A, and acceptable to the bank, bank will release the payment of running bill after deduction 15% of bill amount which shall be kept as retention money including EMD and ISD paid earlier. Retention money in excess of 5% of work order shall be refunded on receipt of completion certificate from the Architect or Substitute Independent Architect appointed in accordance with clause 2A architect, and acceptable to the bank to its satisfaction. BALANCE 5% OF WORK ORDER VALUE SHALL BE KEPT AS RETENTION MONEY AND SHALL BE REFUNDED 14 DAYS AFTER COMPLETION OF THE DEFECT LIABILITY PERIOD OF 12 MONTHS, PROVIDED ALL DEFECTS ARE ATTENDED TO THE SATISFACTION OF THE BANK.



14. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The Contractor shall provide everything at own cost necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described there in provided that the same can be referred there from and if the Contractor finds any discrepancy in the drawings or between the drawings, specifications and Schedule of Quantities, he shall immediately refer the same in writing to the architect, who shall decide which shall be followed and his decisions shall be final and binding on all parties.

The Contractor shall provide for himself fresh water, electricity, halting labours facility for the carrying out of the work at his own cost. The Employer shall charge the Contractor for his own unrented ground and shall on no account be responsible for the expense incurred by the Contractor for hired ground. If water from any source other than Municipal main is to be used for construction the same shall be tested at the contractors' cost and a report submitted to the Architect for his approval, before such water is used for the works.

The Contractor shall supply, fix and maintain at his cost, during the execution of any works, all the necessary strutting, fencing, hoarding, watching and lighting by night as well as day required not only for the proper execution and protection for the said works, but also for the streets, collars, vaults, pavements, walls hoses, buildings and all their erections matters or things. The Contractor shall take down and remove any or all such staging, planking, strutting, etc as fully reinstate at his own cost and make good all the matters and thins disturbed during the execution of the works to the satisfaction of the Architects.

15. SITE INSTRUCTION BOOK:

The contractor shall at his own expense keep a site instruction book at the site in which all instructions given by the Architects or public authorities shall be entered. A copy of the orders shall be sent to Architects for their confirmation within 3 days after the orders are given. The book shall not be removed from the site without the Architect/Bank's permission. Contractor will submit the photograph of work completion at different stages.

16. TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART:

The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Architect may desire to delay). On or before the 'Day of Completion' stated in the Appendix subject nevertheless the provision for extension of time hereinafter contained.

If in the opinion of the Architect the works be delayed:

- a. by force major or
- b. by reason of any exceptionally inclement weather or
- d. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's won default or



- e. By the works or delays of the contractors tradesmen engaged or nominated by the Employer / Architect and not referred in the Schedule of Quantities and / or specifications or
- f. By reason of the Architect's instructions as per clause 2, or
- g. In consequence of the Contractor not having in due time, necessary instructions from the architect for which he shall have specifically applied in writing ahead of time, giving the Architect reasonable time to prepare such instructions, the Architects shall make a fair and reasonable extension of time for completion of the Contract works

In case of such strike or lock-out, the Contractor shall as soon as possible, give written notice thereof the Architect, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the Architect to proceed with the work.

The Contractor on starting the works shall furnish to the Employer / Architect a PERT / CPM Programme for carrying out the work stage in the stipulated time for the approval of Architect /Employer and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of furniture/interior furnishing work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week by Architect a weekly progress report stating the number of skilled and unskilled laborers employed on the work, working hours done, place, type, and quantity of work done during the period.

The Contractor must inform the Architect within 10 days in advance of all drawings and details required by him from time to time. The Contractor shall adhere to the approved program and arrange for the materials and labour etc. accordingly.

Despite repeated instructions, of the Contractor fails to show proportionate progress of the work, the Architect / Employer may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

17. CERTIFICATE OF WORK COMPLETION:

The contractors shall intimate in writing to the Bank as and when the works are completed in all respects in order to enable the Bank to intimate the Architect to take possession of the same. The works shall not be considered as completed, until the Architect has certified and accepted by the Bank in writing that the same have been 'Completed'. The defects liability period shall commence from the date of such work completion certificate.

18. LIQUIDATED DAMAGES:

Should the work be not completed to the satisfaction of the Architect / Employer within the stipulated period, the Contractor shall be bound to pay to the Employer, a sum calculated as given below by way of liquidated damages and not as penalty during which the works remain un-commenced or unfinished after the expiry of the completion date. 2% of the work order amount shown in the tender per week subject to a ceiling 10 % the accepted contracted sum.



19. PROTECTIVE MEASURES:

The Contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays. In case of sudden bans, political strikes special care to be taken regarding safety of work executed on site, labors and materials. Contractor shall indemnify the Employer against any possible damage to site i.e. the tile floor, walls, glass, sanitary/plumbing fittings etc along with members of the public in course of execution of the work.

20. STORAGE OF MATERIALS:

The Contractor shall ensure proper arrangements and maintain proper storage and adequate protection of materials and other work that may be executed on the site including the tools and materials of sub-contractors and remove same on completion.

21. NOTICE AND PATENTS OF APPROPRIATE AUTHORITIES AND OWNERS:

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

22. CLEARING SITE AND SETTING OUT WORK:

The site shown on the plan shall be cleared of all waste loose articles, and materials rubbish of all kinds. All hold or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled-up with earth well rammed and leveled off as directed at the contractor's own cost.

The Contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the Architect. The Contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels dimensions and alignment of all parts thereof. If at any time error shall appear during the progress or on completion of any part of the work, the Contractor shall at his cost rectify such error if called upon to the satisfaction of the Architects and Employer. The work shall from time to time inspected by the Architect and / or his representatives, but such inspection shall not exonerate the Contractor in any way from his obligations to remedy defects at his own cost which may be found to exist at any stage of the work or after the same is completed. The site shall be delivered in a clean neat condition as required by Architect within a period of one week after job is completed. In case of failure by the contractor, Employer, under advice of the Architect have the right to get the site cleared to his satisfaction at the risk and cost of the Contractor.

23. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS:

All waste loose articles, and materials rubbish of all kinds shall be disposed off as per the rules and regulations of the Local Authorities concerned at contractor's cost. The Contractor shall keep the site clean and works free from water and shall provide and maintain at his own expenses electrically to the satisfaction of Architect / Employer for the purpose, until the site/premises is handed over to the Employer completed in all



respects. The contractor will hand over the site/premises in cleaned condition and completed in all respects.

24. ACCESS TO WORKS:

The Architect, the Employer and any person authorized by Employer shall at all reasonable times have free access to the works and to the workshops factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Architect and the Employer and their representatives if inspection and examination and test of the materials and workmanship. No person unless authorized by the Architect or the Employer, except the representatives of Public Authorities shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the Contractor shall obtain the written permission of the Architect / Employer for doing so.

25. MATERIALS, WORKMANSHIP, SAMPLES TESTING OF MATERIALS:

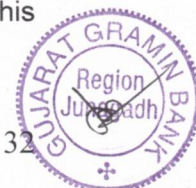
All materials and workmanship shall, so far as procurable be of the respective kinds specified in the schedule of quantities and / or specifications and in accordance with the Architect's instructions and the Contractor shall be on the request if the Architect's furnish to them all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and / or carry any test of any materials which the Architect and employer may require. Any materials brought on site or incorporated in the works are found to be defective or unsound or not as per approved material with required dimensions, the Contractor shall remove the same and re-erect at his own cost. **The Contractor shall as and when directed by the Architect / Employer arrange to test materials and / or proportions of the work at site or in any approved laboratory** at his own cost in order to prove their soundness and efficiency. The Contractor shall transport all the materials from site to the approved laboratory at own cost. The Contractor shall carryout all the mandatory tests, as required.

26. REMOVAL OF IMPROPER WORK AND MATERIALS:

The Architect / Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in order to, of any materials which in the opinion of the Architect / Employer are not in accordance with the specification or the instructions of Architect / Employer, and the substitution of proper materials and the removal and proper re-execution of any work, which has been executed with materials or workmanship, not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such orders at his own cost. In case, of default on the part on the Contractor to carry our such orders, the Employer shall have to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall recoverable from on behalf of the Employer or may deducted by the Architect from any money due or may become due to the Contractor.

In view of correcting work not done in accordance with the contract, the Architect / Employer may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damage to the Employer, as in his opinion may be reasonable.

No certificate, which may be given by Architects, shall relieve the Contractor from his liability in respect of unsound work or bad material.



27. EMPLOYER'S REPRESENTATIVE:

The Bank may appoint an official who shall be representative of the Bank and also of the Architect. The duties of the Employer representative are to watch and supervise the works and to test any materials to be used of workmanship employed in connection with the works. He shall have no authority either to relieve the Contractor of any of his duty.

The contractor shall afford the Employer's representative every facility and assistance for examining the works and materials and checking the measuring time and materials. Neither the Employer's representative nor any assistant to the Architect shall have power to revoke, alter enlarge or relax the requirements of this Contract, or to Sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Architect / Employer.

The Employer's Representative shall have to give notice to the Contractor or his foreman about the non-approval of any work or materials and such works shall be suspended or the use of such material should be discontinued until the decision of the Architect is obtained., the work will from time to time be examined by the Architect or the Employer's representative but such examinations shall not in any way exonerate the Contractor from the obligation to remedy defects which may be found to exist at any stage of the work of after the same is completed. Subject to the limitations of this cause, the Contractor shall take instructions from the Architect / Employer.

28. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:

The Contractor shall give all necessary personal superintendence during the execution of the work and so long thereafter as the Architect any consider it necessary until the expiration of the 'Defects Liability Period' stated in clause 41. The Contractor shall meet the Architect or his representative whenever required and so informed by the Architect.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible and efficient Foreman, approved by the Architect / Employer and who must thoroughly understand all the trades entitled and be constantly in attendance while the men are at work. Any directions, explanations, instructions or notices given by the Architect / Employer to such foreman shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Foreman shall be thoroughly conversant with the English language and should be able to read, write and speak English.

29. CONTRACTOR EMPLOYEES:

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours and receive and comply with instructions of the Architect / Employer. The Contractor shall employ in connection with the works persons having the appropriate skill or ability perform their job efficiently. The Contractor shall employ local laborers on the work as Indian National shall be employed on the work.

Any laborer supplied by the Contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the Contractor.



The contractor shall comply with the provisions of all labour legislation including the requirements of

- a. The payment of Wages Act
- b. Employer's liability Act
- c. Workmen's compensation Act
- d. Contractor labor (Regulation & Abolition) Act, 1970 and central rules 1971
- e. Apprentice Act 1961
- f. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all cost and expenses may be incurred by the Employer in connection with any claim that may be made by any workman.

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

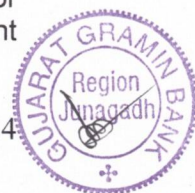
The Contractor shall arrange to provide first aid treatment to the laborers engaged on the work. He shall within 24 hours of to the occurrence of any accident at or about the site or in the connection with execution of the works, report such accident to the Employer and also to the competent authority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

30. DISMISSAL OF WORKMEN:

The Contractor shall on the request by the Architect / Employer immediately dismiss from the works any person employed there who may, in the opinion of the Architect / Employer, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Architect / Employer.

31. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.,

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 operation or neglect of himself or any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage any arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. This clause shall be held to include, inter alia, any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, streets, footpaths, bridges, or ways otherwise any damage caused to the buildings and works forming the subject of this Contract, by frost or other inclement weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under the acts of Governments or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.



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.

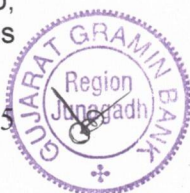
The Contractor shall indemnify the Employer against all claims which may be made against the Employer, by any member of the public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until the end of defects liability period of the Contract with an approved office, a policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer on the signing of the Contract. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's compensation Act or any other statute if force during the currency of this contract or at Common Law in respect of any employee of the Contractor or of any sub-contract and shall at his own expense effect and maintain until the end of defects liability period of the Contract, with an approved office a policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time, during the currency of the Contract. In default of the Contractor insuring as provided above, the Architect on behalf of the Employer may so insure and may deduct the premium paid from money due or which may become due to the Contractor.

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 however, such damage shall be caused.

The Contractor shall also indemnify the Employer 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.

32. CONTRACTOR'S ALL RISK POLICY (INSURANCE):

The Contractor shall within -7- days from the date of acceptance of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insures generally provide cover in a CONTRACTOR'S ALL RISK POLICY, with an insurer to be approved by the Architects, in the joint names of the Employer and Contractor (the name of the former being placed first in the policy), progressively for the full amount of the Contract, in three stages, beginning with 1/3 of the Contract value, and for any further sum as called upon to do so by the Architect, with the prior written consent of the Employer, the premium of such further sum being allowed to the Contractor as an authorized extra such policy shall cover the property of the Employer only and Architects and Supervisors fees for assessing the claim and in connection with his services generally in re-instatement and shall not cover any property of the Contractor or of any sub-contractor or employee. The Contractor shall deposit the policy and receipts for the premiums paid with the Architects within twenty-one days of the date of commencement of the work unless otherwise instructed by the Architects. In default of the Contractor insuring as provided above, the Employer or the Architect on his behalf may insure and may deduct the premium paid from any money that may be due or that may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all diligence with the completion of the works in the same manner as



though the fire or other such risk had not occurred and in all respects under the same conditions of Contract.

The Contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extensions of time for completion as recommended by the Architect.

33. ACCOUNTS RECEIPTS AND VOUCHERS:

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

34. MEASUREMENTS:

The Architect may from time to time intimate the Contractor that he requires the works measured and the Contractor shall forthwith attend or send a qualified agent to assist Architect or the Architect's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such an agent, then the measurements taken by the Architect is approved by him shall be taken to be correct measurements. The measurements shall whenever not mentioned in the under, be taken in accordance with the Indian Standard Method of Measurements of Building works (I.S.1200-1958) and its revisions, if any.

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

All authorized extra costs, omissions and all variations made without the Architect's knowledge, if subsequently sanctioned by him in writing shall be included in such measurements.

The Contractor shall take joint measurements with the Architect / Employer's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the Contractor neglect to do so, the same shall be uncovered at the Contractor's expense or in default thereof. No payment or allowance or running bill payment shall be made for such work or the materials with which the same was executed.

35. PAYMENT:

All bills shall be prepared by the Contractor in the form prescribed by Architect / Employers. Interim bills shall be prepared subject to minimum value for **work executed as stated in this tender documents**. The bills in proper formats must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc.

36. FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the Architect or Substitute Independent Architect appointed in accordance with clause 2A, and acceptable to the bank to its satisfaction. Payments of final bill shall be made after deduction of retention money as specified in this tender document. Balance 5% of work order shall be kept as retention money which will be refunded 14 days after defect liability period of 12 Months provided all defects are attended up to the satisfaction of the bank.

37. VARIATIONS / DEVIATIONS:

The Contractor shall when directed in writing by the Architect, omit from or vary works shown upon the drawings or described in the specifications or included in the priced Schedule of Quantities, but the Contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorizations or directions in writing from the Architect / Employer.

No claim for extra shall be allowed unless it shall have been executed by the Authority of the Architect / employer as herein mentioned. Any such extra is hereinafter referred to as on authorized extra. No variations i.e. additions, omissions or substitutions shall vitiate the Contract.

The prices of all such additional items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

38. SUBSTITUTIONS:

Should the Contractor desired to workmanship, he / they must obtain the approval of the Architect / employer in writing for any such substitutions well in advance. Materials designated in this specification indefinitely by such term as 'Equal' or 'Other Approved' etc. specific approval of the architect / Employers has been obtained in writing.

39. HANDOVER POSSESSION FOR OCCUPATION AND USE ON COMPLETION

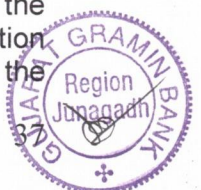
The contractor shall hand over possession to the Employer of the completed works in stages as and when required and directed by the Architect / Employer. The work site till the handover to the Employer with all required furnishing will be contractor's responsibility. The Employer will take over the possession of completed works in stages as directed by the Architect and defect liability period will commence only from the date of final handing over of all the works accordingly.

40. CLEARING THE SITE ON COMPLETION.

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

41. DEFECTS AFTER COMPLETION:

Balance 5% of work order shall be kept as retention money which will be refunded 14 days after defect liability period i.e. 12 Months provided all defects are attended up to the satisfaction of the bank. In case the work done is not as per the satisfaction of the bank at any stage after taking up the matter with the contractor, the entire retention money kept with the bank shall be forfeited and bank will be free to complete the



remaining work or defect not attended with the help of any other contractor / agency / vendor as deemed fit.

42. CONCEALED WORK:

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

43. IDLE LABOUR:

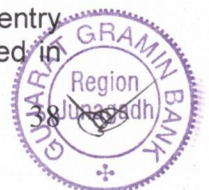
Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

44. SUSPENSION OF WORKS:

If the Contractor, except on account of any legal restraint upon the Employer preventing the continuance of the works, or on account of any of the causes mentioned in the clause 'Extension of Time' or in the case or certificate being withheld of not paid when due, shall suspend works or in the opinion of the Architects, shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in the respects mentioned in clause (removal of improper work and materials), the employer shall have the power to give notice in writing to the Contractor requiring that the works be provided within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the Contractor upon which it is based. After such notice shall have given, the Contractor shall not be liberty to remove from the site of works, or from any ground contiguous thereto, any plant or materials belonging to the him which shall have been placed thereon for the purpose of work, and the Employer shall have lien upon such plants and materials to subsists from date of such notice being given until the notice shall not under complied with. Provided always that such lie shall not under any circumstance subsist after the expiration of 30 (thirty) days from the date of such notice given, unless the Employer shall have entered upon and taken possession of the works and site as hereinafter provided.

If the Contractor shall fail for seven days after such notice has given, to proceed with the works as therein prescribed, the Employer may enter upon and take possession of the works and site, and of all such plants and materials thereon intended to be used for the works, and the Employer shall retain and held a lien upon all such plants and materials until the work shall have been completed under powers hereinafter conferred upon him.

If the Employer shall exercise the above power, he may engage another person to complete the works and exclude the Contractor, his agents and servants from entry upon or access to the same, except that the Contractor or any person appointed in



writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Architects before the person appointed comes on to the works and the Employer shall take such steps as in the opinion of the architect may reasonably necessary for completing the works, without undue delay or expenses using for that purpose the plant and materials above mention in so far as they are suitable and adopted to such use.

Upon the completion of the works, the architects shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Contractor as aforesaid and in completing the works by other persons.

Should the amount to certified as the expenses properly incurred be less than amount which should have been due to the Contractor upon the completion of the works by him, the difference shall be paid to the Contractor by the employer, should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Employer. The Employer shall not be liable to make any further payments or compensations to the contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payments as is included in the contract.

After the works shall have been completed by persons other than the Contractor under provisions hereinbefore contained, the Bank shall give notice to the Contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site, if such plant and materials are not removed within a period of 14 days after the notice shall have been given the Employer may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the Contractor. The Employer shall not be responsible for any loss sustained by the Contractor from the sale of the plant in the event of the contractor not removing it after notice.

45. TERMINATION OF CONTRACT BY THE EMPLOYER:

If the Contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged an insolvent or being on incorporated company shall have an order for compulsory winding up made against it or pass on effective resolution for winding up voluntary or subject to the supervision of the court and if the Official. Assignee of the Liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the architect that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Architect.

Or if the Contractor (whether an individual, firm or incorporated Co.) shall suffer execution to be issued.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or subject this contract without the consent in writing of the Architects / Employer first obtained.

Or shall charge or encumber this Contract or any payments due or which may be due to the Contract there under.

Or the Architect shall certify in writing to the Employer that the Contractor



- a. has abandoned the Contract, or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Architect written notice to protect, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down and replace work for 7 days after written notice shall have been given to the contractor requiring the Contractor to observe or perform the same, or
- e. has neglected persistently to observed and perform all or any of the acts, matters or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been requiring him to observe and perform the same, or
- f. has to the determinant of good workmanship or in defiance of the Architect's instructions to the contrary sublet any part of the Contract.
- g. If contractor suspend the work for -15- days without any valid reason, Bank should terminate the contract.

Then and in any of the said cases the Employer with the written consent of the Architect may not withstanding any previous waiver, after giving 7 days notice in written to the Contractor, determine the Contract, but without hereby affecting the powers of the Architect to continue in force as full as if the contract had been so determined and as if the works subsequently executed have been executed by or on behalf of the Contractor

And further, the Employer under instructions of the Architect, by his Agents, or servants may enter upon take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials laying up on the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other person to complete the works and the Contractors or the persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thin to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed of as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so, within a period of 14 days after receipt there of by him, the Employer shall sell the same by publication and shall give credit to the Contractor for the amount realized

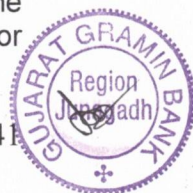
46. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties here to touching or concerning the works or the execution or maintenance there of this contract or the rights touching or concerning the works or the execution or maintenance thereof this contract or the construction remaining operation or effect there of or to the rights or liabilities of the parties or arising out of or in relation thereof whether during or after determination, foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the either of them and to the appointing Authority who shall be appointed



for this purpose by the employer be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

- a. For the purpose of appointing the sole arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- b. The Contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to the appointed as a sole arbitrator and communicate his name to be appointed as a sole arbitrator and communicate his name to the Appointing Authority with in thirty days of receipt of the names by him. The Appointing Authority shall there upon without any delay appoint the said persons as the sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority should make the selection and appoint the selected person as the sole arbitrator.
- c. If the Appointing Authority fails to send to the Contractor the panel of three names as aforesaid with in the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole arbitrator within thirty days of receipt by him of the panel and inform the Contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.
- d. If the Arbitrator so appointed is unable or unwilling to act or resign from his appointment or vacates his office due to any reasons whatsoever another sole arbitrator shall be appointed as aforesaid.
- e. The work under the Contract, shall how ever, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be with held on account of such proceeding.
- f. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing. The arbitrator may from time to time, with the consent of the parties, enlarge the time making and publishing the award.
- g. The arbitrator shall give from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- h. The arbitrator shall give a separate award in respect of each dispute or difference referred to him The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole direction.
- i. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs referred and of the award including the fees, if any, of the Arbitrator who may direct any by whom and in what manner, such costs or



any part there of shall be paid and may fix or settle the amount of costs to be so paid.

- j. The award of the Arbitrator shall be final and binding on both the parties. Subject aforesaid the provisions of the Arbitration and Conciliation Act, 1996 (as amended by the Arbitration and Conciliation (Amendment) Acts of 2015, 2019 and 2021) or any statutory modifications of reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration processing under this clause.

The place for arbitration shall be in Vadodara Gujarat

47. WORK EXECUTION, DIMENSION & SUPERVISION

The execution of work (timings) has to be carried out at the site, partly day time and / or partly night time and / or partly day and partly night time to the best convenience of the occupant and the building society. Labor need to be deployed during holidays and Sundays with suitable pre-planning to carry out more work to the best convenience of the occupants. The bank will not pay any idle wages or overtime wages or extra charges on any reason what so ever. Hence contractors may factor these aspects while quoting the rates in the tender. Figures, dimensions, are in all cases to be accepted preferences to scaled sizes. Large-scale details take precedence over small scale drawings. In case of discrepancy, the contractor is to ask for clarification before proceeding with the work. Accordingly, if any work is executed without prior clarification, it is liable to be rejected and shall not be paid for. The contractor shall appoint at his own cost competent and adequate number of qualified & experienced at site, for (1) joint measurements and preparations of bills, (2) for testing materials at site and outside laboratory, (3) for other general supervision. Their appointment shall be approved by the Bank.

48. PROCUREMENT OF MATERIALS

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

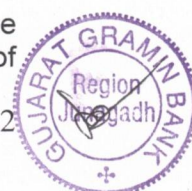
Contractor will get samples of all materials approved by the Employer / Architect before placing order / purchase / procurement. They shall conform to I.S. codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be approved by Employer / Architect before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same from neighboring area with longer leads as required and directed at no extra cost. The material will be, however, as per relevant I.S code as and wherever applicable.

49. UNFIXED MATERIALS

When any materials intended for the works shall have been placed at site by the Contract, such material shall not be removed from there(except for the purposes of



being used on the works) without the written authority of the Employer / Architect and when the contractor shall have received payment in respect of any certificate in which the architect shall have stated that he has taken in to account to value of such unfixed materials on the works such material shall become the property of the Employer and the contractor shall be liable for any loss or damage to any such materials.

50. CUSTODY AND SECURITY OF MATERIALS: The contractors shall be responsible for the Custody and security of all materials and equipment at site and he will provide full time watchman / watchmen to look after his materials, stores equipments etc.

51. ARCHITECT'S DRAWINGS AND INSTRUCTIONS

A set of major drawings along with the contract documents shall be provided to the contractor. For any clarifications or further drawings are required by the contract, during or before the start of work, the Contractor shall inform the Architects in writing to provide the same. Working details will be given to the contractor from time to time during the progress of work as and when required. Incase of other drawing is required by the contractor he will give a minimum ten days notice to the Employer / Architect.

52. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECT/EMPLOYER'S INSTRUCTIONS

If the contractor after receipt of written notice from the architect requiring compliance with such further drawings and / or Architects instruction, fails within seven days to comply with the same, the Employer may employ and pay other vendor to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the Employer on a Certificate by the Architect as a debit or may be deducted by him from any money due or which become due to the Contractors.

53. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall furnish the Employer / Architect the following:

- a. Detailed industrial statistics regarding the labor employed by him etc.
- b. The Power of Attorney, name and signature of his authorized representative who will be in charges for the execution of work, if applicable or consented by the employer.
- c. The list of technically qualified persons employed by him for the execution of this work.
- d. The total quantity and quality of materials used for the works.
- e. The list of plant and machinery employed for this work.

54. ARCHITECT'S DELAY IN PROGRESS

The Architect may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time with the approval of the employer for the completion of the contract as he may think proper and sufficient in consequences of such delay, and the contractor, shall not make any claim for compensation or damage in relation there to.



55. DELAYED PAYMENTS

Any amounts payable by the Employer to the contractor in pursuance of any Certificate given by the Architect hereunder shall, if not paid within the 'Period of honoring of Certificate' no interest paid by the Employer.

56. FORCE MAJEURE

Neither party shall be held responsible by the other for breach of any condition of this agreement attributable to any 'Act of God' Act of state, lockout of control or any other reason, beyond the control of the parties and any breach of clauses arising from much force majeure conditions as aforesaid shall not be regarded as a breach of the provision of this Agreement

57. INCOME-TAX, TDS AND WORKS CONTRACT TAX

Applicable TDS, GST TDS and Works Contract Tax (if applicable), shall be deducted at source by the client from the contractor' interim and final bill payments as per Statutory Regulations.

58. SITE MEETINGS

A senior representative of the contractor shall attend weekly meetings at works site and in addition meetings as and when arranged by employer / Architect to discuss the progress of the work and sort out problems, if any and ensure that the work is completed in the stipulated time.

59. WORKING HOURS

Contractor has to execute the work judiciously without disturbance to others during the day and after working hours, nights & on holidays pertaining to rules of building/society. No extra payments will be made for the work being done during odd hours.

60. ACTION WHERE THERE IS NO SPECIFICATION

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian Standards Specifications subject to the approval of the Employer / Architect.

61. REPORTING OF ACCIDENT TO

The contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them whenever and wherever occurring on the works to employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the Insurance Clause of the general conditions. Contractor shall take all precautions detailed in the safety codes.

62. TYPOGRAPHICAL CLERICAL ERRORS

The Employer / Architect clarification regarding partially omitted particulars of typographical or Clericals errors shall be final and binding on the contractors.

63. WORK PERFORMED AT CONTRACTOR'S RISK

SEAL WITH SIGNATURE OF THE BIDDER



The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, goods, signs, temporary passages or other protection necessary for the purpose. All works shall be done by the contractor's risk and if any loss or damage shall result from fire or from others cause, the contractor shall promptly repaid or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used held for use in connection with the work. The work shall be carried on to completion without interferences with the operations of existing machinery or equipment, if any.

64. CARRYING OUT PART OF WORK AT THE RISK AND COST OF THE CONTRACTOR

64.1. IF THE CONTRACTOR

- (I) AT ANY TIME MAKES DEFAULT DURING THE CURRENCY OF WORK OR DOES NOT EXECUTE ANY PART OF THE WORK WITH DUE DILIGENCE AND CONTINUES TO DO SO EVEN AFTER A NOTICE IN WRITING OF 7 DAYS IN THIS RESPECT FROM THE EMPLOYER/ARCHITECT'; OR
- (II) COMMITS DEFAULT IN COMPLYING WITH ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT AND DOES NOT REMEDY IT OR TAKES EFFECTIVE STEPS TO REMEDY IT WITHIN 7 DAYS EVEN AFTER A NOTICE IN WRITING IS GIVEN IN THAT BEHALF BY THE EMPLOYER/ARCHITECT'; OR
- (III) FAILS TO COMPLETE THE WORK (S) OR ITEMS OF WORK WITH INDIVIDUAL DATES OF COMPLETION, ON OR BEFORE THE DATE (S) SO DETERMINED, AND DOES NOT COMPLETE THEM WITHIN THE PERIOD SPECIFIED IN THE NOTICE GIVEN IN WRITING IN THAT BEHALF BY THE EMPLOYER/ARCHITECT'.

64.2. THE EMPLOYER/ARCHITECT' WITHOUT INVOKING ACTION MAY, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AGAINST THE CONTRACTOR WHICH HAVE EITHER ACCRUED OR ACCRUE THEREAFTER TO EMPLOYER/BANK, BY A NOTICE IN WRITING TO TAKE THE PART WORK/ PART INCOMPLETE WORK OF ANY ITEM (S) OUT OF HIS HANDS AND SHALL HAVE POWERS TO:

- (A) TAKE POSSESSION OF THE SITE AND ANY MATERIALS, CONSTRUCTIONAL PLANT, IMPLEMENTS, STORES, ETC., THEREON; AND/ OR
- (B) CARRY OUT THE PART WORK/ PART INCOMPLETE WORK OF ANY ITEMS (S) BY ANY MEANS AT THE RISK AND COST OF THE CONTRACTOR.

64.3. THE EMPLOYER/ARCHITECT' SHALL DETERMINE THE AMOUNT, IF ANY, IS RECOVERABLE FROM THE CONTRACTOR FOR COMPLETION OF THE PART WORK/ PART INCOMPLETE WORK OF ANY ITEM (S) TAKEN OUT OF HIS HANDS AND EXECUTE AT THE RISK AND COST OF THE CONTRACTOR, THE LIABILITY OF CONTRACTOR ON ACCOUNT OF LOSS OR

DAMAGE SUFFERED BY BANK BECAUSE OF ACTION UNDER THIS CLAUSE SHALL NOT EXCEED 10% OF THE TENDERED VALUE OF THE WORK.

64.4. IN DETERMINING THE AMOUNT, CREDIT SHALL BE GIVEN TO THE CONTRACTOR WITH THE VALUE OF WORK DONE IN ALL RESPECT IN THE SAME NUMBER AND AT THE SAME RATE AS IF IT HAD BEEN CARRIED OUT BY THE ORIGINAL CONTRACTOR UNDER THE TERMS OF HIS CONTRACT, THE VALUE OF CONTRACTOR'S MATERIALS TAKEN OVER AND INCORPORATED IN THE WORK AND USE OF PLANT AND MACHINERY BELONGING TO THE CONTRACTOR. THE CERTIFICATE OF THE EMPLOYER/ARCHITECT' AS TO THE VALUE OF WORK DONE SHALL BE FINAL AND CONCLUSIVE AGAINST THE CONTRACTOR PROVIDED ALWAYS THAT ACTION UNDER THIS CLAUSE SHALL ONLY BE TAKEN AFTER GIVING NOTICE IN WRITING TO THE CONTRACTOR. PROVIDED ALSO THAT IF THE EXPENSES INCURRED BY THE EMPLOYER/BANK ARE LESS THAN THE AMOUNT PAYABLE TO THE CONTRACTOR AT HIS AGREEMENT RATES, THE DIFFERENCE SHALL NOT BE PAYABLE TO THE CONTRACTOR.

64.5. ANY EXCESS EXPENDITURE INCURRED OR TO BE INCURRED BY EMPLOYER/BANK IN COMPLETING THE PART WORK/ PART INCOMPLETE WORK OF ANY ITEM (S) OR THE EXCESS LOSS OF DAMAGES SUFFERED OR MAY BE SUFFERED BY EMPLOYER/BANK AS AFORESAID AFTER ALLOWING SUCH CREDIT SHALL WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AVAILABLE TO EMPLOYER/BANK IN LAW OR PER AS AGREEMENT BE RECOVERED FROM ANY MONEY DUE TO THE CONTRACTOR ON ANY ACCOUNT, AND IF SUCH MONEY IS INSUFFICIENT, THE CONTRACTOR SHALL BE CALLED UPON IN WRITING AND SHALL BE LIABLE TO PAY THE SAME WITHIN 30 DAYS.

64.6. IF THE CONTRACTOR FAILS TO PAY THE REQUIRED SUM WITHIN THE AFORESAID PERIOD OF 30 DAYS, THE ENGINEER-IN-CHARGE SHALL HAVE THE RIGHT TO SELL ANY OR ALL OF THE CONTRACTORS' UNUSED MATERIALS, CONSTRUCTIONAL PLANT, IMPLEMENTS, TEMPORARY BUILDING AT SITE ETC. AND ADJUST THE PROCEEDS OF SALE THEREOF TOWARDS THE DUES RECOVERABLE FROM THE CONTRACTOR UNDER THE CONTRACT AND IF THEREAFTER THERE REMAINS ANY BALANCE OUTSTANDING, IT SHALL BE RECOVERED IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT.

64.7. IN THE EVENT OF THE ABOVE COURSE BEING ADOPTED BY THE EMPLOYER/ARCHITECT', THE CONTRACTOR SHALL HAVE NO CLAIM TO COMPENSATION FOR ANY LOSS SUSTAINED BY HIM BY REASON OF HIS HAVING PURCHASED OR PROCURED ANY MATERIALS OR ENTERED INTO ANY ENGAGEMENTS OR MADE ANY ADVANCE ON ANY ACCOUNT OR WITH A VIEW TO THE EXECUTION OF THE WORK OR THE PERFORMANCE OF THE CONTRACT

SEAL WITH SIGNATURE OF THE BIDDER



64.8. WHEN THE CONTRACT CAN BE DETERMINED

64.8.1 SUBJECT TO OTHER PROVISIONS CONTAINED IN THIS CLAUSE, THE EMPLOYER/ARCHITECT' MAY, WITHOUT PREJUDICE TO HIS ANY OTHER RIGHTS OR REMEDY AGAINST THE CONTRACTOR IN RESPECT OF ANY DELAY, INFERIOR WORKMANSHIP, ANY CLAIMS FOR DAMAGES AND/OR ANY OTHER PROVISIONS OF THIS CONTRACT OR OTHERWISE, AND WHETHER THE DATE OF COMPLETION HAS OR HAS NOT ELAPSED, BY NOTICE IN WRITING ABSOLUTELY DETERMINE THE CONTRACT IN ANY OF THE FOLLOWING CASES:

(I) IF THE CONTRACTOR HAVING BEEN GIVEN BY THE EMPLOYER/ARCHITECT'A NOTICE IN WRITING TO RECTIFY, RECONSTRUCT OR REPLACE ANY DEFECTIVE WORK OR THAT THE WORK IS BEING PERFORMED IN AN INEFFICIENT OR OTHERWISE IMPROPER OR UN-WORKMAN LIKE MANNER SHALL OMIT TO COMPLY WITH THE REQUIREMENT OF SUCH NOTICE FOR A PERIOD OF SEVEN DAYS THEREAFTER.

(II) IF THE CONTRACTOR HAS, WITHOUT REASONABLE CAUSE, SUSPENDED THE PROGRESS OF THE WORK OR HAS FAILED TO PROCEED WITH THE WORK WITH DUE DILIGENCE SO THAT IN THE OPINION OF THE EMPLOYER/ARCHITECT'HE WILL BE UNABLE TO SECURE COMPLETION OF THE WORK BY THE DATE FOR COMPLETION AND CONTINUES TO DO SO AFTER A NOTICE IN WRITING OF SEVEN DAYS FROM THE EMPLOYER/ARCHITECT'.

(III) IF THE CONTRACTOR FAILS TO COMPLETE THE WORK WITHIN THE STIPULATED DATE OR ITEMS OF WORK WITH INDIVIDUAL DATE OF COMPLETION, IF ANY STIPULATED, ON OR BEFORE SUCH DATE(S) OF COMPLETION AND DOES NOT COMPLETE THEM WITHIN THE PERIOD SPECIFIED IN A NOTICE GIVEN IN WRITING IN THAT BEHALF BY THE EMPLOYER/ARCHITECT'.

(IV) IF THE CONTRACTOR PERSISTENTLY NEGLECTS TO CARRY OUT HIS OBLIGATIONS UNDER THE CONTRACT AND/ OR COMMITS DEFAULT IN COMPLYING WITH ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT AND DOES NOT REMEDY IT OR TAKE EFFECTIVE STEPS TO REMEDY IT WITHIN 7 DAYS AFTER A NOTICE IN WRITING IS GIVEN TO HIM IN THAT BEHALF BY THE EMPLOYER/ARCHITECT'.

(V) IF THE CONTRACTOR SHALL OFFER OR GIVE OR AGREE TO GIVE TO ANY PERSON IN EMPLOYER/BANK SERVICE OR TO ANY OTHER PERSON ON HIS BEHALF ANY GIFT OR CONSIDERATION OF ANY KIND AS AN INDUCEMENT OR REWARD FOR DOING OR FORBEARING TO DO OR FOR HAVING DONE OR FORBORNE TO DO ANY ACT IN RELATION TO THE OBTAINING OR EXECUTION OF CONTRACT.

(VI) IF THE CONTRACTOR SHALL ENTER INTO A CONTRACT WITH EMPLOYER/BANK IN CONNECTION WITH WHICH COMMISSION HAS BEEN PAID OR AGREED TO BE PAID BY HIM OR TO HIS KNOWLEDGE, UNLESS THE PARTICULARS OF ANY SUCH COMMISSION AND THE TERMS OF PAYMENT THEREOF HAVE BEEN PREVIOUSLY DISCLOSED IN WRITING TO THE EMPLOYER/ARCHITECT'.



(VII) IF THE CONTRACTOR SHALL OBTAIN A CONTRACT WITH EMPLOYER/BANK AS A RESULT OF WRONG TENDERING OR OTHER NON-BONA-FIDE METHODS OF COMPETITIVE TENDERING OR COMMITS BREACH OF INTEGRITY PACT.

(VIII) IF THE CONTRACTOR BEING AN INDIVIDUAL, OR IF A FIRM, ANY PARTNER THEREOF SHALL AT ANY TIME BE ADJUDGED INSOLVENT OR HAVE A RECEIVING ORDER OR ORDER FOR ADMINISTRATION OF HIS ESTATE MADE AGAINST HIM OR SHALL TAKE ANY PROCEEDINGS FOR LIQUIDATION OR COMPOSITION (OTHER THAN A VOLUNTARY LIQUIDATION FOR THE PURPOSE OF AMALGAMATION OR RECONSTRUCTION) UNDER ANY INSOLVENCY ACT FOR THE TIME BEING IN FORCE OR MAKE ANY CONVEYANCE OR ASSIGNMENT OF HIS EFFECTS OR COMPOSITION OR ARRANGEMENT FOR THE BENEFIT OF HIS CREDITORS OR PURPORT SO TO DO, OR IF ANY APPLICATION BE MADE UNDER ANY INSOLVENCY ACT FOR THE TIME BEING IN FORCE FOR THE SEQUESTRATION OF HIS ESTATE OR IF A TRUST DEED BE EXECUTED BY HIM FOR BENEFIT OF HIS CREDITORS.

(IX) IF THE CONTRACTOR BEING A COMPANY SHALL PASS A RESOLUTION OR THE COURT SHALL MAKE AN ORDER THAT THE COMPANY SHALL BE WOUND UP OR IF A RECEIVER OR A MANAGER ON BEHALF OF ACCREDIT OR SHALL BE APPOINTED OR IF CIRCUMSTANCES SHALL ARISE WHICH ENTITLE THE COURT OR THE CREDITOR TO APPOINT A RECEIVER OR A MANAGER OR WHICH ENTITLE THE COURT TO MAKE A WINDING UP ORDER.

(X) IF THE CONTRACTOR SHALL SUFFER AN EXECUTION BEING LEVIED ON HIS GOODS AND ALLOW IT TO BE CONTINUED FOR A PERIOD OF 21 DAYS.

(XI) IF THE CONTRACTOR ASSIGNS, TRANSFERS, SUBLETS (ENGAGEMENT OF LABOUR ON A PIECE-WORK BASIS OR OF LABOUR WITH MATERIALS NOT TO BE INCORPORATED IN THE WORK, SHALL NOT BE DEEMED TO BE SUBLETTING) OR OTHERWISE PARTS WITH OR ATTEMPTS TO ASSIGN, TRANSFER, SUBLET OR OTHERWISE PARTS WITH THE ENTIRE WORKS OR ANY PORTION THEREOF WITHOUT THE PRIOR WRITTEN APPROVAL OF THE EMPLOYER/ARCHITECT'.

WHEN THE CONTRACTOR HAS MADE HIMSELF LIABLE FOR ACTION UNDER ANY OF THE CASES AFORESAID, THE EMPLOYER/ARCHITECT' ON BEHALF OF THE EMPLOYER/BANK WITH THE APPROVAL OF THE COMPETENT AUTHORITY MENTIONED IN SCHEDULE 'B' SHALL HAVE POWERS:

(A) TO DETERMINE THE CONTRACT AS AFORESAID (OF WHICH TERMINATION NOTICE IN WRITING TO THE CONTRACTOR UNDER THE HAND OF THE ENGINEER-IN-CHARGE SHALL BE CONCLUSIVE EVIDENCE). UPON SUCH DETERMINATION, THE EARNEST MONEY DEPOSIT, SECURITY DEPOSIT ALREADY RECOVERED AND PERFORMANCE GUARANTEE UNDER THE CONTRACT SHALL BE LIABLE TO BE FORFEITED AND SHALL BE ABSOLUTELY AT THE DISPOSAL OF THE EMPLOYER/BANK.

(B) AFTER GIVING NOTICE TO THE CONTRACTOR TO MEASURE UP THE WORK OF THE CONTRACTOR AND TO TAKE SUCH WHOLE, OR THE BALANCE OR PART THEREOF, AS SHALL



BE UN-EXECUTED OUT OF HIS HANDS AND TO GIVE IT TO ANOTHER CONTRACTOR TO COMPLETE THE WORK. THE CONTRACTOR, WHOSE CONTRACT IS DETERMINED AS ABOVE, SHALL NOT BE ALLOWED TO PARTICIPATE IN THE TENDERING PROCESS FOR THE BALANCE WORK.

IN THE EVENT OF ABOVE COURSES BEING ADOPTED BY THE EMPLOYER/ARCHITECT', THE CONTRACTOR SHALL HAVE NO CLAIM TO COMPENSATION FOR ANY LOSS SUSTAINED BY HIM BY REASONS OF HIS HAVING PURCHASED OR PROCURED ANY MATERIALS OR ENTERED INTO ANY ENGAGEMENTS OR MADE ANY ADVANCES ON ACCOUNT OR WITH A VIEW TO THE EXECUTION OF THE WORK OR THE PERFORMANCE OF THE CONTRACT. AND IN CASE ACTION IS TAKEN UNDER ANY OF THE PROVISION AFORESAID, THE CONTRACTOR SHALL NOT BE ENTITLED TO RECOVER OR BE PAID ANY SUM FOR ANY WORK THEREOF OR ACTUALLY PERFORMED UNDER THIS CONTRACT UNLESS AND UNTIL THE EMPLOYER/ARCHITECT'HAS CERTIFIED IN WRITING THE PERFORMANCE OF SUCH WORK AND THE VALUE PAYABLE IN RESPECT THEREOF AND HE SHALL ONLY BE ENTITLED TO BE PAID THE VALUE SO CERTIFIED.

65. WORK NOT TO BE STOPPED

THE CONTRACTOR EXPRESSLY AGREES THAT THE EVENT THERE ARISE ANY KIND OF DISPUTE / DISPUTES OR THE MATTER OF DISPUTE / DISPUTES IS REFERRED TO ARBITRATION, THE CONTRACTOR SHALL AT NO STAGE STOP OR SLOW DOWN THE WORK ON THIS EXCUSE AND SHALL PROCEED DILIGENTLY TO COMPLETE AND HAND OVER ALL WORKS AS PER CONTRACT WITHIN THE SCHEDULED COMPLETION PERIOD.

66. DAMAGE TO WORKS BY EXCEPTED RISKS

IF THE WORKS OR TEMPORARY WORKS OR ANY MATERIALS (WHETHER FOR THE FORMER OR THE LATTER) BROUGHT TO SITE SHALL SUSTAIN DESTRUCTION OR DAMAGE BY REASONS OF ANY OF THE SAID EXCEPTED RISKS, THE CONTRACTOR SHALL BE ENTITLED TO PAYMENT FOR ANY PERMANENT OR TEMPORARY WORKS AND FOR ANY MATERIALS SO DESTROYED OR DAMAGED AND / OR SHALL BE PAID BY THE EMPLOYER THE COST OF MAKING GOOD SUCH MATERIALS SO FAR AS MAY BE NECESSARY FOR THE COMPLETION OF THE WORKS ON A PRIME COSTS BASIS AS THE EMPLOYER/ARCHITECT MAY CERTIFY TO BE REASONABLE.

FORM OF AGREEMENT

ARTICLES OF AGREEMENT MADE THIS _____ DAY OF _____ YEAR 2026 BETWEEN **THE REGIONAL MANAGER, GUJARAT GRAMIN BANK, JUNAGADH REGION OFFICE, 4TH FLOOR OPP KULP HOSPITAL, VANTHALI ROAD, JUNAGADH -362015, GUJARAT.** (HEREINAFTER REFERRED TO AS THE "EMPLOYER /OWNER" WHICH EXPRESSION SHALL, UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT, INCLUDES ITS SUCCESSORS AND ASSIGNS) OF THE ONE PART AND _____ OF _____ (HEREINAFTER REFERRED TO AS "CONTRACTOR" UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT, INCLUDES ITS SUCCESSORS AND ASSIGNS) OF THE OTHER PART.

WHEREAS the Employer intends to carry out furnishing work at Gujarat Gramin Bank, Region office Junagadh for Maliya Hatina branch, Gujarat (Herein referred to as "Project").

AND WHEREAS the Employer in order to effectively carry out the said works has engaged M/s Hasit Kholia, Junagadh (Hereinafter referred to as "Architects") to prepare plans, drawings and specifications describing the works to be executed by the contractors, namely, interior etc. for the project, to open tenders received at the office of the Employer, to scrutinize and recommend to the Employer the name(s) of the Contractor(s) from whom tenders were received and recommended to the Employer for the issue of work order to the contractor.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors vide his Notice Inviting Tender (NO. _____ dated. _____

WHEREAS the contractor submitted his Tender Documents containing General Notes, General Conditions of the Contract, Technical Specifications and Schedule of Quantities etc. for the works, prepared with the assistance of Architect (Hereinafter collectively referred to as the "said conditions"), duly signed on each page as a token of his acceptance of the same, along with requisite Earnest Money Deposit of _____ (Copy enclosed Vide Annexure-1).

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Bank has accordingly issued the work order (NO. _____ dt. _____) to the contractor subject to his furnishing the requisite Security Deposit (Copy enclosed Vide Annexure-II) through Power of Attorney holder (POA).

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance NO. _____ dt. _____ (Copy enclosed Vide Annexure III) and has also deposited with the Employer a sum of Rs. _____ which with the Earnest Money of RS. _____ forms the requisite Security Deposit @ 2 % of the accepted Tender Value of Rs. _____.

AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the work site at to be issued to the Contractor.

NOW, therefore, it is hereby agreed to and between the parties as follows:

Contract documents

The following documents shall constitute the Contract Documents.

- a) This Article of Agreement.
- b) Tender submitted by the Contractor included the N.I.T and Tender Documents
- c) All correspondence between the Bank/Architects and the Contractor from the date of issue of N.I.T and the date of issue of work order.
- d) Work order No. _____ dt. _____ with amount of.....

1) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said drawings etc. and such further detailed drawings as may be furnished to the contractor by the said Owner/Employer through the Architects and described in the said Specifications and the said Schedule of Quantities.

2) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein before stated by the Employer through the Architects, reserves itself the right of altering the drawings and the nature of the work and addition to or omitting any items of work or of having portions of same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

3) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Junagadh thereto. The decision of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF THE PARTIES to there present have hereunder set and subscribed their hands, the _____ day, month and year first above written.

Signed and delivered for and on behalf of
Gujarat Gramin Bank
Shri. _____

Its duly authorized official

In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of
The Contractor _____ by
Shri _____ his
Duly authorised official

In the presence of –



1. (Name and Address)
2. (Name and Address)



THE LIST OF APPROVED MATERIALS FOR INTERIOR FURNISHING		
SL.No.	Description	Make
1	Marine Plywood (IS: 303)	Century ply /Green ply / Archid /Kitply/Duro ply (Plywood should be termite and powder proof)
2	Laminate	Merino laminate/Green lam/Formica/Century laminate/Royal Touche
3	Timber	Wherever specified shall be teakwood from central province (CP)/ Ghana best quality
4	Veneers	Archid/Anchor/Greenlam
5	Venetial blinds (Vertical/Horizontal)	Vista leavlor/aerolux
6	Aluminium Sections	Hindalco /Jindal/ India Aluminium Co/NALCO
7	Powder Coatings	Berger / Nerocoat / Jenson & Nicholson
8	Gypsum board false ceiling	Saint Gobin / India Gypsum/Asia
9	Glass	Saint Gobin /Asahi /Modiguard
10	Screws	GKW/Nettle fold
11	Adhesive	Fevicol/Araldite/Anchor
12	Hardware	Godrej/Haffle/ Hettich/ebco
13	Floor spring / Door Closer	Hafele / Hettich / Geze / Dorma
14	Paint	Asian / Nippon / Berger / Nerolac
15	Polish	N.C. clear liquor polish/ duco/Asian melamine
16	False ceiling	Armstrong & Indian Gypsum Board



LIST OF APPROVED MAKES FOR INTERIOR WORKS

SUPER DURABLE POWDER COATED

(AKZONOBEL, JOTUN, FULLERAG)

FAÇADE EXTERIORS
AKZONOBEL)

PVDFFINISH (VALSPAR, PPG,

NON VISIBLE

SURFACE CHROMATIZING.

47) ALUMINUM WINDOW LOCKS, HANDLE ,
GIESSEE, ROTO, GEZE, SAVIO,

ALUALPHA, SECURESTYLE,

FRIKSTAY

47A) ROUGH GROUND FOR ALUMINIUM WORKS
THICK OR GHANA TEAK.

IS 710 PLY, 6MM TO 8MM

48) GASKET OF INFILL PANEL FOR ALUMINUM
RUBBER, MAHARASHTRA

AMEE RUBBER, GOLD SEAL, OSAKA

POLYMER, MAHARASHTRA TYRE& RUBBER

INDUSTRIES.

49) ANCHOR FASTENERS
MUNGO, CORROSHIELD,

AXEL, HILTI, FISCHER, KUNDAN,
BUILDEX

50) SPANDREL INSULATION

GLASS WOOL

51) WOOL FELT/WEATHER STRIP

ANAND, REDDIPLEX LTD.

52) RUST REMOVER/CONVERTER
ROFF RUST CLEAR

FEOVERT (KRISHNA CONCHEM),

(PIDILITE INDUSTRIES)

53) NON-SHRINK GENERAL PURPOSE GROUT

FOSROC, BASF

54) ANCHORING CHEMICAL FOR REBAR DOWELL BAR

HILTI, FISCHER, AXEL

55) ROLL DOWN MOSQUITO CURTAIN

NETMOS

56) BAKER ROD, EXPANSION JOINT PRE-MOULDED FILLER BOARD

SUPREME.

57) SS CLAMPS FOR CLADDING

HILTI, AXEL.

58) ALUMINIUM OPERABLE LOUVERS

TECHNAL, DOMAL

59) SPACER TAPE

NORTON, TREMCO, BOW.

60) ANODISING

BHORUKA ALUM, ALUFIT ALUM, AJIT

INDIA, ALUFIN

61) GLASS PROCESSOR

FOR HS/HT, BULLETPROOF, DGU, TOUGHNESS,
LAMINATION ETC.

IMPACT SAFETY, SEJAL,

GLASSTECH, GSC, ASAHI, FG

GLASS, GOLDPLUS, EMIRATES

62) SMOKE SEAL

INTUMECENT HILTI/3M.

63) ELEVATOR SCHINDLER,

OTIS, MITSUBISHI

64) UPVC WINDOWS

KOMMERLING, FENESTA

65) FIRST CLASS BRICK

JAY JALARAM BRICKS, JINDAL

MECHNO BRICKS

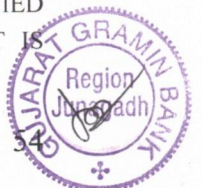
66) AUTOCLAVED AERATED CONCRETE BLOCK

AEROCON, GREEN

NOTE:

[A] WHERE OTHER MATERIAL ARE PROPOSED TO BE USED THESE SHOULD BE GOT APPROVED FROM THE ARCHITECT/BANK'S ENGINEER BEFORE EXECUTION OF PARTICULAR ITEM. IN CASE OF NON-AVAILABILITY OF ANY MATERIAL OF SPECIFIED MAKE, THE ALTERNATIVE EQUIVALENT MAKE SHOULD BE USED ONLY AFTER IT IS

SEAL WITH SIGNATURE OF THE BIDDER



APPROVED IN WRITING BY THE EMPLOYER OR THE ARCHITECT. THE MATERIAL SHALL BE USED IN PREFERENTIAL ORDER ONLY.

[B] BEFORE STARTING OF WORK, CONTRACTOR MUST GET ALL SAMPLES/MAKE APPROVED FROM ARCHITECT/ BANK'S AUTHORITIES BEFORE USING AT SITE

[c] Consultants/Bank's authorities reserve the right to add or delete name of any manufactures and when required.

[d] Consultants/Bank's authorities reserve rights to select any of the specified brands mentioned above.

Note: In case of non-availability of any material of specified make, the alternative should be used only after its due approved by the Employer of the Architect.

The last decision of the choice of any of the agency rest with Architect / Bank.

For all items only exposed elevation measurement shall be taken for bill amount hidden supporting members of furniture / partition will not be taken in to account.

DECLARATION

I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the Schedule of Quantities attached with the tender documents.

I/We shall also uniformly maintain such progress as may be directed by the Employer / Architect to ensure completion of same within the target date as mentioned in the tender document.

Witness:

Signature of Tenderer

Address _____

Date: _____



Annexure - A

PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, GUJARAT GRAMIN BANK, a body corporate constituted under the provisions of RRB Act, 1976 and having its Region office at 4th floor, Vinayak Prime A, Opp Kalp Hospital, Vanthali Road, Junagadh -362015 (hereinafter referred to as "GGB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and.....hereinafter referred to as "The Bidder /Bidder"

Preamble

GGB is a one of the Regional Rural Bank having its presence through its 745 branches and 15 administrative offices throughout Gujarat. GGB is committed to fair and transparent procedure in appointing of its outsourced service providers.

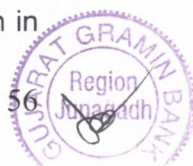
The GGB intends to appoint/ select, under laid down organizational procedures, contract/ s for interior Furnishing and allied works of proposed New Premises of Maliya Hatina Branch of Gujarat Gramin Bank, Junagadh Region at Dist Junagadh. The GGB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and / or Bidder(s).

In order to achieve these goals, the GGB has appointed Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of GGB

1. The GGB commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the GGB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non- monetary benefit which the person is not legally entitled to.
 - b. The GGB will, during the tender process treat all Bidder(s) with equity and reason. The GGB 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 GGB will make endeavor to exclude from the selection process all known prejudiced persons.
2. If the GGB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be as substantive suspicion in

SEAL WITH SIGNATURE OF THE BIDDER



this regard, the GGB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bidder(s)

1. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the GGB'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) / Bidder(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 cartelization in the bidding process.
 - c. The Bidder(s) / Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the GGB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(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) / Bidder(s).
 - e. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) / Bidder(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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder

into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

- (1) If the GGB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the GGB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the GGB has terminated the contract according to Section 3, or if the GGB is entitled to terminate the contract according to Section the GGB shall be entitled to demand and recover from the Bidder 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 Company 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 / Subcontractors

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The GGB will enter into agreements with identical conditions as this one with all Bidders and Bidders.
- (3) The GGB 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) / Bidder(s) /Sub-Bidder(s)

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

Section 8 - Independent External Monitor

The GGB has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

The names and Email ID of Independent External Monitors are as under:

Mr. Anup Kumar Nayak (E-mail ID: anupnaya@gmail.com)

Ms. Rashmi Goel (E-mail ID: rashmijaingoel@yahoo.co.in)



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.

- (1) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Bidders as confidential.
- (2) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the GGB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
- (3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform GGB and recuse himself / herself from that case.
- (4) The GGB 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 GGB and the Bidder. 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/ she will so inform the Management of the GGB 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 GGB officials within 15 days from the date of reference or intimation to him by the GGB and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the GGB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the GGB 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- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. 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 GGB.

Section 11 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Region office - Junagadh of the GGB, i.e. Gujarat (Junagadh).
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to being valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.
- (5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the GGB)

(For & On behalf of Bidder/ Bidder)

(Office Seal)

(Office Seal)

Place:

Date:

Witness1:
(Name & Address)

Witness2:
(Name & Address)



