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KARNATAKA GRAMEENA BANK

# INVITATION TO TENDER
# ONLY FOR EMPANELLED VENDORS

# OF

# KARNATAKA GRAMEENA BANK

TENDER FROM ANY OTHER PERSON/BIDDER WILL BE SUMMARILY REJECT

**TENDER INVITED FOR**

**RFQ FOR REAPIR AND PAINTING WORKS AT**
**KARNATAKA GRAMEENA BANK, REGIONAL OFFICE , KALABURAGI**

**TENDER REF: KGB/GA/CIVIL/25/2026-27 DATED 10.09.2026**

**LAST DATE TO SUBMIT APPLICATION: 21.09.2026**

For details log on to Bank Website https://karnatakagb.bank.in/ or contact the below mentioned office.

**General Administration Wing**
**Gandhinagara, Head Office,**
**Ballari – 583 103**

Phone: 08392-236430/428
email: psitw.premises@kgbk.in



**SIGNATURE OF THE CONTRACTOR**

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KARNATAKA GRAMEENA BANK
Scheduled Bank Owned by Government

## NOTICE INVITING REQUEST FOR PROPOSAL (RFQ)

**RFQ FOR REAPIR AND PAINTING WORKS AT**
**KARNATAKA GRAMEENA BANK, REGIONAL OFFICE, KUSHANOOR ROAD,**
**KALABURAGI 585105.**

Karnataka Grameena Bank is a Regional Rural Bank owned by Government and Sponsored by Canara Bank.

The bank intends for Repair and Painting works at existing premises Regional office building, Kalaburagi. Sealed bids are invited as described in this document. A Firm submitting the proposal in response to this RFQ shall hereinafter be referred to as Bidder.

1) Details of the Tender :

| | |
|---|---|
| Name of the Work | Repair and Painting works at existing premises Regional office building Kalaburagi |
| Location of Work | KARNATAKA GRAMEENA BANK, REGIONAL OFFICE-KALABURAGI , KUSHNOOR ROAD,KALABURAGI 585105 |
| Security Deposit | **2%** of the contract amount from successful bidder before the work assignment and **8%** retention money on contract amount from the first bill. Totaling 10% on contract amount. |
| Issue of tender document | 10.09.2026 |
| **Defects Liability Period (DLP)** | **12 (Twelve) months from the date of Completion of the work** |
| **Last date for submission of Tender** | **21.09.2026 before 5.00 pm** |
| **Opening of Bids** | **22.09.2026** |
| Period of completion | 70 days from the date of work order. |
| Tender documents ( soft copy ) | Can be downloaded free of cost from Karnataka Grameena Bank's web site https://karnatakagb.bank.in/tenders from 10.09.2026 till last date of submission. Please check Bank's website regularly for any Corrigendum or other information regarding the tender during the course of the tender. |
| Last date and time for submission of the tender | Sealed envelopes to be submitted on or before **21.09.2026** by 5.00 PM to the office of: **"KARNATAKA GRAMEENA BANK GENERAL ADMNINISTRATION WING, No-32, GANDHINAGARA, HEAD OFFICE, BALLARI – 583103, Phone: 08392-236430/428"** |

**GENERAL MANAGER**
**GENERAL ADMINISTRATION WING**
**KARNATAKA GRAMEENA BANK,**
**HEAD OFFICE, BALLARI**



**SIGNATURE OF THE CONTRACTOR**

Before submission of the offer, the Bidders are requested to read the following instructions and the terms and conditions.

1)Tender documents can be downloaded only from the Bank's website https://karnatakagb.bank.in/tenders. The Tender documents shall be in A-4 size paper and neatly bounded (hard bound / spiral bound)

2) Tender documents consists of Notice Inviting the Tender (NIT), General rules and Directions to Tenderers, General Conditions of contract, Special conditions, Safety code, Appendixes, **Annexure BOQ**,

3) Tenders shall be on prescribed Form for item rate tenders as issued by the Bank / hosted by the Bank in website https://karnatakagb.bank.in/tenders
4) The site is ready for commencement of works.

**5) Submission and opening of Tenders :**

a) Tenders on prescribed form should be placed in sealed envelope with the name of work, Name of Tenderer and due date written on the envelopes.

b) Sealed Tenders shall be addressed to **"KARNATAKA GRAMEENA BANK, GENERAL ADMNINISTRATION WING, No-32, GANDHINAGARA, HEAD OFFICE, BALLARI - 583103, Phone: 08392-236430/428".**

c) Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address or through courier/postage.

d) If last day for submission of tender is declared as a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender.

e) Lowest quoted tender (L1) will be arrived based on the evaluation of all the bids and after mathematical scrutiny and freak rate analysis. Bank reserves rights of accepting/rejecting any and all the financial bids.

6) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by tenderers implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, site details and local conditions and other factors bearing on the execution of the work.

7) The tenderer shall be responsible for arranging and maintaining at his own cost all materials, labour, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

8) Karnataka Grameena Bank reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

9) The tender for the works shall remain open for acceptance for a period of **90 days** from the date of opening of tenders. If any tenderer withdraws his tender before the said



**SIGNATURE OF THE CONTRACTOR**

period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money/Security Deposit as aforesaid.

10) This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, enter in to an agreement within 7 days from the date of acceptance letter.

11) Karnataka Grameena Bank does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or new conditions are stipulated by the tenderer or are incomplete in any respect are liable to be rejected.

12) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

**13) Amendment to Tender document :**

At any time prior to deadline for submission of Tender, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder may modify the Tender document by amendment.

Notification of amendments will be made available on the Bank's website (https://karnatakagb.bank.in/tenders) and will be binding on all tenderers and no separate communication will be issued in this regard.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tender, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of tender.

**For & on behalf of the Karnataka Grameena Bank** **Date:**

**GENERAL MANAGER,**
**KARNATAKA GRAMEENA BANK,**
**GENERAL ADMNINISTRATION WING,**
**No-32, GANDHINAGARA, HEAD OFFICE, BALLARI**



**SIGNATURE OF THE CONTRACTOR**

## GENERAL RULES AND DIRECTIONS TO TENDERERS

1. All work proposed for execution by contract will be notified in a form of Invitation to Tender and signed by the Bank Officer inviting tender.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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 to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952 by enclosing a copy of the partnership deed duly certified by one partner as true copy.

   Tender by Hindu Joint Family (HUF) firm may be signed by the Kartha or Manager or any other duly authorized representative followed by the name and designation. All documents related to the firm/HUF/Companies/Partnership firms/etc should be submitted invariably.

3. Receipts for payments made on account of a work, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the printed prescribed form viz. Application, Annexures, BOQ-Bill of Quantity etc. with complete details and duly stating what rate he is willing to undertake each item of the work in the BOQ. Modifications to specifications, item description, any clauses, conditions or any provisions whatsoever in the tender documents shall lead to disqualification of the tender.

5. **The rate quoted shall comply to the following:**
   (a) The rate(s) and/or amount(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
   (b) In case of illiterate contractors the rates or the amounts should be attested by a witness, with a declaration that the contents of the tender documents have been explained to the tenderer.
   (c) The rate columns should be filled in English figures and English words.

6. All rates shall be quoted only on the tender form. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.
   All corrections such as cuttings, interpolations, omissions and over-writings shall be attested accordingly and should be numbered and total corrections should be written at the end of the bill / schedule of quantities. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
   The bidder shall also ensure that the sum of total of each item is tallying with the grand total. Any difference in the total will not be considered. Also the final quote to be considered are excluding GST.



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7. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any one tender.

8. The Tenderer shall take all necessary precautions to ensure that all confidential information which the Tenderer obtains in the course of participating in this Tender or at any time thereafter is not disclosed or used other than for the purpose of project execution / scope of work / deliverables. Tenderer shall suitably defend, indemnify Bank for any loss / damage suffered by Bank on account of and to the extent of any disclosure of such confidential information. Confidential information for this purpose refers to such information pertaining to Bank provided to Tenderer which is marked as confidential and which is not available in the Public Domain.

9. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct.
   In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.

10. The contractor whose tender is accepted shall be required to furnish by way of **Initial security** a sum which shall be equal to 2% (two percent) of the accepted value of the tender within 7 (Seven) days of the date of issue of the letter of acceptance of his tender, Demand Draft payable to the Karnataka Grameena Bank or by way of **Bank Guarantee from any other Scheduled Bank other than Karnataka Grameena Bank in the prescribed format** for the duration of the contract period and defect liability period. A further sum of 8% (eight percent) of the Gross value of final bill shall be deducted as retention money to make up, together with the Initial Security Deposit totaling to 10%.

    **In case the successful tenderer fails to remit the Initial security deposit sum which shall be equal to 2% (two percent) of the accepted value within the above stipulated time, the work may be assigned to other bidders as per the decision of the bank.**

11. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected and / or the tenderer is liable for **additional security deposit** as demanded by the Employer in the form of Demand Draft or Bank guarantee from scheduled commercial Bank other than Karnataka Grameena Bank valid for contract period / smaller period ( as decided by the Bank ) in the **format** prescribed by the Bank**.**

12. 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 and / or Engineer-in-charge shall be communicated in writing to Employer.

13. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools and plant, lead, lift carriage and transport supervision, Royalties, duties, levies, cess, entry tax, Octroi, profession tax, purchase tax, turnover tax, or any other tax on material in respect of this contract, overheads and profits, mobilizing, demolishing and other charges whatsoever including any special difficulties

any restrictions for transport etc., complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.

GST or any other Tax, any royalties, duties, levies, cess, Entry Tax, octroi, Profession Tax, Turnover Tax or any other Tax on material in respect of this contract shall be payable by the tenderer and the Bank will not entertain any claim whatsoever in respect of the same and nothing extra shall be paid / reimbursed for the same subsequently. The rates quoted shall include all the above. GST on works contract on finished works wherever applicable shall be paid by Bank as per extant rules. All charges payable to local bodies for any service connections for construction purposes, land tax, etc., shall also be paid by the contractor and nothing extra shall be paid/reimbursed for the same.

14. The contractor shall give a list of the Bank employees related to him with their places of posting and designations in prescribed Format.

15. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

16. Errors and omissions due to clerical, typographical or printing etc.., if any, will have to be got clarified and corrected before quoting the rates. The interpretation given by the appropriate tender accepting authority of the Bank shall be final and binding.

17. Procurement of all materials, other than specifically stipulated to be issued by the Bank, if any, shall be at the cost and the responsibility of the contractor.

**18. PROVISIONS FOR MICRO & SMALL ENTERPRISES (MSES):-**

As per Government of India's Public Procurement Policy act 2012, certain benefits will be given for MSE Units. The details are as under.

The Public Procurement Policy shall apply to MSEs registered with District Industries Centres or Khadi Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

MSEs are exempted from paying Tender/RFQ fee/cost, EMDs. For getting the benefits in case of MSE firms, shall submit relevant documents such as valid MSE registration Certificates as per policy.

19. Tenderer shall fill in all the blanks and put their signature and seal on each page of the tender documents. The successful Tenderer will have to enter into an agreement with each component of the Tender document with the Bank.

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**SIGNATURE OF THE CONTRACTOR**

## SPECIAL CONDITIONS OF THE CONTRACT:

1. **The scope of proposed works involves undertaking the Repair and Painting works based upon the parameters furnished for carrying out the Repair and Painting works with its allied works etc. complete as per specification described in the Bill of Quantities.**

2. All the works as per the Bill of quantities (BOQ) are to be undertaken **at Karnataka Grameen Bank, Regional office Building, Kalaburagi.**

3. **QUOTED RATES:**
   (i) Contractor should note that, ***the tender is strictly on item rate basis*** and tenderers attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but few items may vary beyond 25% quantity and few items may not be even operated.

   (ii) The quoted rates shall be inclusive of all type of taxes (income tax, work contract tax, Goods & Sales tax), octroi, excise duty, service charges, loading, unloading, transportation, lead & lift charges and all charges incidental to complete the assigned works in all respects as per tender specifications and terms & conditions.

   (iii) If called upon by the Bank, detailed analysis of any or of all the items shall be submitted by the Contractor. In case there are variations in the rates for items of same/ similar specifications, in such cases, the lowest rate quoted shall be considered unless Bank finds that there is justification for such inconsistent rates and this shall be the basis for any assessing any other non-tendered items also.

4. **WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:** All dirt, waste and other rubbish as it accumulates from time to time during the progress of the work and at completion, including that of sub-contractors and special tradesmen to be cleared and carted away and all materials rejected by the Bank's representative to be removed and disposed off to approved dumping ground / area . Internal cleaning shall be done on daily basis & clearing of the debris shall be as & when the accumulated quantity comes to one tractor load. Contractor's quoted rates shall be inclusive of the cost of this cleaning / clearing.
5. **Supply of electricity, water, storage space etc:** The successful tenderer will be allowed to make judicious use of the existing facilities of electrical power, water supply, for carrying out the tender works at one point, However Permission/Separate supply from Electricity Board etc. will have to be taken by the contractor at his own cost. Within the work place, the contractor may make their own arrangement for safe keeping / storage of materials. Bank shall not provide any separate storage place for keeping the materials or for the site office and contractor shall be fully responsible for the safety of the materials, their labours.



**SIGNATURE OF THE CONTRACTOR**

## GENERAL CONDITIONS OF THE CONTRACT.

### 1. INTERPRETATION

In construing these conditions, the specifications, the Bill of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

**Employer or Bank:** The term " Employer " or "Bank" shall denote KARNATAKA GRAMEENA BANK with their Head Office at BALLARI represented by General Manager, General Administration Wing, Karnataka Grameena Bank, Head Office :: Ballari and any of its employees or representative authorized on their behalf.

**Architects:** The term "Architects" shall mean Architect appointed by the Bank or such other person/s the Employer shall nominate for the purpose, details of the same shall be shared with the successful L1 contractor of the Tender.

**Site Engineer:** The term "Site Engineer" shall mean authorized Engineer appointed by Architect or Bank for supervision of works at site as per tender terms.

**Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean _____(Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.

**Site:** The "site" shall mean the Standalone Building at Karnataka Grameena Bank Regional Office, Kalaburagi**,** where the renovation works are to be carried out.

**Work / Works** shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.

**Contract** means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced Bill of Quantities, these General Conditions of Contract, Special Conditions contained in, Appendices, Annexure or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

**"Technical Specification"** means the specification annexed to or issued with this tender or detailed in the Bill of quantities.

**"Approved"** means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.



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'**Market rate**" means the rate as prevailing in the market and recommended by the Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.

**"The Schedule of Quantities"** or "Priced Schedule of Quantities" shall mean the schedule (or bill) of quantities with specifications as specified and forming part of this contract.

**"Act of Insolvency"** shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

**2. SCOPE OF WORKS :**

The work consists of **Repair and Painting Works at Karnataka Grameena Bank, Regional Office Building, Kalaburagi** in accordance with the "Bill of Quantities". Employer/Architects may in their absolute discretion issue further and/or written instruction, details, directions & explanations, which are, hereafter collectively referred to as "The Employer's instructions" in regard to:

a) The variation or modification of the quality or quantity of works or the addition or omission or substitution of any work.

b) Any discrepancy in the Bill of quantities.

c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.

d) The demolition removal and/or re-execution of any work executed by the contractor/s.

e) The dismissal from the work of any persons employed there upon.
f) The opening up for inspection of any work covered up.
g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period.

The work is to be carried out in accordance with Bill of quantities and any additional work, which may be given by the Architect/ Bank during the execution of the work.

In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and get approved by the Bank / Architect prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings for additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.

No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in Clause "variation".

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

The whole work including all extra and additional items if any is to be completed within the period of completion as stated in Notice Inviting the Tender and the Contractor will be required, if necessary to work overtime to fulfill the Banks/Architect's instruction to complete the work by the stipulated date. No extra payment will be allowed on the quoted rates for such overtime work.

**3. TENDER**

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.

The works will be paid for as "measured work" on the basis of actual work done on item rate basis and not as "lump sum" contract as per the rate quoted in the Bill of quantities.

All items of work described in the Bill of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the Bill of quantities and no further extra charges will be allowed in this connection.

In the case of items of lump-sum 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 lump-sum rates as will be assessed to be payable by the Employer/Architects.

**4. AGREEMENT , INDEMNITY BOND**

The successful contractor shall sign a Contract Agreement as per format enclosed as **Appendix-2** and shall pay for all stamp paper charges and legal expenses, incidental thereto.The contractor shall submit Indemnity Bond as per format enclosed as **Appendix-3** The contract agreement and Indemnity bond shall be executed within **7 days** from the from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance.

**5. PERMITS AND LICENCES**

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

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

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

All the licenses required to carry work inside premises, utilization of electricity, to dispose waste etc. should be obtained by the contractor at his own cost and he shall be liable for any such violations and hence penalties levied from government authorities shall be payable from the contractor only.

**6. GOVERNMENT AND LOCAL RULES**

The contractor shall confirm to the provisions of all local laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities. The cost, if any, shall be deemed to have been included in quoted rates, taking into account all liabilities for licenses, fees. The tenderer shall indemnify the Employer against any such liabilities in compliance of the local acts, rules.

**7. QUOTED RATES**

The rates shall be as per the Schedule of Quantities and include the following:

(i) The rates quoted by the contractor shall be held to include for providing all materials, testing of materials, labour and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, cutting, wastages, return of packing and all materials and labour and cleaning of work place, everything else necessary for the proper completion of each item of work including overheads and profits.

(ii) The rates must include in their tender rates quoted for all duties royalties, cess, sales tax, VAT, service tax or any other taxes or local charges if applicable. Any variations in the above shall not be paid. No extra claim on this account will in any case be entertained.

(iii) The rates quoted by the contractor should cover for work at all heights and levels for all items of work under this contract. Lifting of materials will not form any criteria for claiming extra payment.

**FUNCTIONING BRANCH/ OFFICE - Timings of work - Cleaning of site on daily basis**

Wherever the works are carried out measures should be taken to avoid dust towards adjacent buildings and to plan accordingly to ensure that no heavy sounding work/transportation of material and dust disposal will be planned in the site during office hours.

The works, all cuttings, waste materials, rejected materials and other rubbish as it accumulates shall be cleaned from time to time during the progress of the work as per the local municipal guidelines and at completion of **each days** work and to be cleared and carted away from the branch premises / site. No such waste of any type should be kept in and around the premises (not just the site) and shall be disposed outside the compound as per the Municipal guidelines.

Contractor's quoted rates shall allow for the above factors also.

**8. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are only approximate and are intended to cover the entire work but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. In case of increase it shall be as per the variation clause.

**9. OTHER PERSONS ENGAGED BY THE EMPLOYER**

The Employer reserves the right to execute any part of the work included in this contract or any work, which is not included in this contract by other Agency or persons, and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

**10. SECURITY DEPOSIT & RETENTION MONEY**

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 accepted tender.

The initial Security Deposit will have to be made within **7 days** from the date of receipt of letter of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance. No interest shall be paid on the Initial security deposit.

Apart from the initial security deposit made as above, retention money shall be deducted from final bill @ 8% of the gross value of running bill till the **total security deposit ,(** i.e., the initial Security Deposit plus the retention money) equals the 10% of the total billed amount.

The total security deposit amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, 14 (fourteen) days after the end of **defects liability period** provided he has satisfactorily rectified all the defects in accordance with the conditions of the contract. No interest is allowed on retention money & total security deposit.

**11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

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

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

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work **but also for the protection of the public and safety of any adjacent** walls, houses, building, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/ Architects.

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



**SIGNATURE OF THE CONTRACTOR**

**12. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART:**

**Time of completion:** The entire work is to be completed in all respects within the stipulated period stated in Appendix - 1.

The order to commence the works shall be given by the Bank only after depositing the Initial security deposit, signing of agreement & submission of Indemnity bond.

Time is the essence of the contract and shall be strictly observed by the contractor.

**Extension of Time:** If in the opinion of the Employer/ Bank the works were delayed for reasons beyond control of the contractor, the Bank may grant a fair and reasonable extension of time for completion of the contract works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay to the Architect/ Bank. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.

In such case, the Employer may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within **7 days** of the date of such request.

While granting extension, the Employer shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated time period and authorized extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the Employer, the provision of liquidated damages as stated under **Clause 13** hereof will become applicable.

However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

**Progress of work:** The contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/ Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the programme chart so that there is no delay in completion of the project.

**13. LIQUIDATED DAMAGES**

Time is the essence of the contract. The completion of the **works** is essential to comply with various requirements of the bank. Thus the contractor shall be aware and take note that non-completion of the works will affect the Banks committed programs and thus the loss by way delayed completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the Contractor without the necessity of providing for any details of such losses suffered by the Bank.

Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time under **Clause 12** hereof, the

Contractor shall pay the Employer the sum at the rate of **1%(one per cent) of the Contract Value per week of delay subject to a limit of 10%(ten percent) of the Contract Value as "Liquidated damages"** for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

For this purpose the term `Contract Value' shall be value at the contract rates of the work as ordered / accepted.

The Employer shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

**14. PROTECTION TO WORKS, STORAGE**

**Protective Measures:** The contractor shall make suitable arrangements for watching and protecting the works and surrounding property by day, by night, on Sundays and other holidays, on round the clock basis and no extra will be paid by Bank for such services.

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

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

**Storage of materials:** The contractor shall provide adequate protection of the materials, work etc., and also other work that may be executed on the site.

All offensive, inflammable materials shall not be stored in the premises.

**15. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and /or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Architects on receipt of such intimation shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members 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.

**16. SETTING OUT WORKS**

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

**17. MATERIALS, WORKMANSHIP, SAMPLES OF MATERIALS**

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi, VAT, service tax and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work.

The work must be done in the best workman like manner.

**Samples** of all materials to be used must be submitted to the Employer/Architects when so directed by the Engineer/ Architects and written approval from Employer/Architects must be obtained prior to placement of order for the material.

Before ordering any material, the Contractor shall get samples of the materials approved from the Bank/ Architect well in time. The samples of materials shall be got tested from approved laboratories at the contractor's cost before approval if ordered by the Bank/ Architect. No claim will be allowed for delay to the progress of work caused by tests. If called upon by the Bank, the contractor shall produce proof for having arranged for the supply of materials well in time.

**18. REMOVAL OF IMPROPER WORK, RECTIFICATION, REJCTED MATERIALS**

The Employer shall during the progress of the work have power to order for removal of work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specifications or drawings or instructions.

All materials / or workmanship which in the opinion of the Bank are / is defective / not confirming to specifications / drawings or un-suitable, shall be removed immediately from the site and shall be substituted/ reworked with proper material and / or workmanship forth with as per drawings, specifications at the cost of the contractors .

In case the contractor refuses to comply with the orders of the Employer/ Architect, then the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/ Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor under this contract or any other contract. No certificate, which may be given by the Architects/ employer, shall relieve the contractor from his liability in respect of unsound work or bad materials.

**19 ACCESS**

Any authorized representative of the Employer/ architect shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials

are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

**20. SITE ENGINEER**

The term 'Site Engineer' shall mean the person appointed and paid by the Employer/Architect to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials as and when the Bank/Engineer require them to.

The work will from time to time be examined by the Architects, Engineer from the Premises Department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architects/Employer.

**21. CONTRACTOR'S EMPLOYEES**

The contractor shall employ technically qualified staff and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

No labourer below the age of Eighteen years shall be employed on the work.

Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his 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) Minimum wages Act
c) Employer's Liability Act
d) Workmen's Compensation Act
e) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
f) Apprentices Act 1981
g) insurance coverage for all personnel/workers engaged for the execution of the work at the site
h) Any other Act or enactment relating thereto and rules framed there under from time to time.
i) Indian Electricity Act (IE Act) and follow the rules.

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

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary

accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

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

The contractor shall pay rates of Wages and observe hours of work and conditions or employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

**22. DISMISSAL OF WORKMAN**

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

**23. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.**

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim. **The contractor shall submit an indemnity bond in Bank's approved proforma ( enclosed under Appendix-3 ) in a stamp paper. Indemnify the Bank / Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.**

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

The contractor shall also be responsible for anything, which may be excluded from damage to any property or injury to workers/professionals arising out of incidents, negligence or defective carrying out of this contract. All insurances related to such unforeseen circumstances shall be insured by the contractor at his own cost.

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

**24. ADVANCE**

No advance payment will be made. The entire bill amount shall be paid only after complete and satisfactory execution of the proposed work.

**25 .ACCOUNTS RECEIPTS & VOUCHERS**

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

**26 . MEASUREMENTS**

All measurements shall be carried out as per relevant IS code unless otherwise stated elsewhere in this document. Before taking any measurement of any work the Site Engineer/ Architect/ employer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to counter sign or to record the difference within a week from the date of measurement in the manner required by the Site Engineer then in any such event the measurements taken by the Site Engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

**27. CONCEALED WORK**

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

**28. PAYMENT TERMS:**

No amount will be paid as advance. Bills should be submitted after successful completion of the proposed work in proper forms must be duly accompanied by detailed measurements & test certificate in support of the quantities of work done. The Architects shall issue a certificate after due scrutiny of the contractor's bill stating the value of the work executed and the contractor shall be entitled to payment thereof, within the period of honoring certificate stated in the Appendix-1 subject to its correctness and verification by Employer & Bank engineer's/Architect's certification.

Payments of final bill shall be made after deduction of Retention Money as specified in **clause 10** of these conditions, which sum shall be refunded as stipulated in **Clause10.** The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

**29. VARIATION / DEVIATION**

The Employer shall have powers to order additional /non-tendered items or to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing.

The rate or price of all such additional items/non-tendered/modified 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. The tender rates shall hold good for any increase or decrease in the tendered quantities up-to variation of 25%.

**30. SUBSTITUTION**

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. Materials designated in the Schedule of Quantities and specification indefinitely by such term as “Equal”, "Equivalent" or “Other approved” etc. specific approval of the Employer/Architects has to be obtained in writing.

**31. COMPLETION OF WORK**

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures, furnitures etc of all paint/polish/distemper splashes/dirt/dust / adhesives etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings.

On receipt of such written intimation from the contractor on completion of the work, the Architect/ Employer shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Architect/ Employer shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection.

The work shall not be considered as complete until the Employer/Architects have certified in writing that it has been completed satisfactorily without any apparent defects and the Defects Liability Period shall commence from the date of such certificate

No such certificates shall be issued until the contractor clears away and removes from the site all constructional plant, surplus materials, rubbish temporary works of every kind and leaves the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer/Architects.

**32. DEFECTS AFTER COMPLETION**

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects which may appear during the defect liability period of **one year from the date of completion of the works.**

In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the employer, in lieu of such amending and making good by the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor form the amount retained under **clause No.10** under this contract or any other contract together with any expenses the Employer may have incurred in connection therewith.

**33. 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.

**34. ASSIGNMENT**

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

**35. ESCALATION:**

The rate quoted shall be firm throughout the tenure of the contract including extension of time, if any, granted and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, VAT, works contract tax, octroi, service tax etc. or any other tax. There shall be NO ESCALATION on the quoted rates.

The basic rates indicated in Schedule of quantities for material is only to facilitate the Bank to select the material.

**36. SUSPENSION OF WORK**

If the Contractor:

(i) Having been given by the Bank 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 unprofessional like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or,

(ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the bank (which shall be final and binding) that 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 bank; or

(iii) 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 bank or

(iv) 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 the notice given in writing in that behalf by the Bank ; or

(v) 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 a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or

(vi) If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer 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 all the above , the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been compiled with. If the contractor shall fail for 7 (seven) days after such notice has been given to

proceed with the works as therein prescribe, the Employer may proceed as provided in **clause 37** (Termination of Contract by Employer).

**37. TERMINATION OF CONTRACT BY EMPLOYER**

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable, within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the contractor 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, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the
said cases, the bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the contract the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor).Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property 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 persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other persons or contractors or against the Security Deposit.

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Bank shall have the option of terminating the contract without compensation to the contractor.

**38. CLOSE RELATIVES**

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him or himself and who are near relative to any

Employee of the Karnataka Grameena Bank or retired employees (If retired within 3 years from the date of the tender). Any breach of these conditions by the Company or Firm or any other person/ contractor, the tender/work is liable to be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The Bank will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person is also liable to be debarred for further participation in the tenders in the concerned circle of the Bank. The details shall be furnished in **a separate letter.**

**39. SETTLEMENT OF DISPUTES AND ARBITRATION:**

(i) It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, or rejection of improper supply, interpretation of specifications, commitments made etc, the decision of the Bank, which shall be given in writing, shall be final, conclusive and binding on the Bidder. If the Bidder considers that any decision of the Bank is unacceptable and issue cannot be resolved mutually, the Bidder may request for arbitration in writing within 15 days of such happening. Thereon, the Employer shall give his written instructions or decision within a period of 30 days from the receipt of the Bidder's letter.

**ii.** All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for arbitration by a Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Bank shall finalize the names of 3 Arbitrators. The Bidder has to choose ONE among them. The seat of arbitration will be at Ballari, Karnataka. The expenses of Arbitration shall be equally shared.

**iii.** In the case the successful Bidder is a Central Public Sector Enterprises (CPSEs) or a Government Department, the following arbitration clause will be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Signature of the Tenderer
With name and address

## SAFETY CODE

**Scaffolds**

i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).

ii) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with sanitary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii) Working platforms, gangways and stairways shall be so constructed that they do no sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

iv) Every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1.00m. Whenever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into he excavations.

v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional metre of length.

vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

*Other Safety Measures*

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

viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

**Demolition**

ix) Before any demolition work is commenced and also during the process of the work.

a) All roads open areas adjacent to the work site shall either be closed or protected.

b) No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from the risk so over loaded with debris or materials as to render it unsafe.

**Personal Safety Equipment's:** All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be

provided with protective footwear and protective goggles.

b) Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
d) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
f) The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
h) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
i) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
j) When the work is done near any public place where there is risk of accidents all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Witness

Signature of Contractor
Address:

## APPENDIX-1: TIME SCHEDULE

| | | |
|---|---|---|
| 1 | Period of Completion | : **70 DAYS** INCLUDING HOLIDAYS, SUNDAYS FROM THE DATE OF HANDING OVER THE POSSESSION OF SITE. |
| 2 | Defects Liability Period (DLP) | : 12 (Twelve) months from the date of Completion of work |
| 3 | Date of Commencement | : From the date of Work Order |
| 4 | Liquidated Damages for Delay | : As mentioned in the Clause no.13 |
| 5 | Period of final measurement | : 30 (Thirty) days. |
| 6 | Period of honoring Final Certificate | : 30 (Thirty) days. |
| 7 | Retention Money | : 8% of Bill amount subject to the Ceiling of the total security deposit |
| 8 | Total Security Deposit (Maximum) | : 10% in total |
| 9 | Initial Security Deposit | : 2% of Contract sum |
| 10 | Tender validity period | : 90 days |



**SIGNATURE OF THE CONTRACTOR**

## Appendix-2
## CONTRACT AGREEMENT FORMAT

This agreement made on this_____day of the month _____ in the year two thousand Twenty Six **(___. 2026)** BETWEEN, **Karnataka Grameena Bank** a body corporate constituted under the Regional Rural Bank Act, having its Head Office, at No.32, Gandhinagar, Ballari, amongst others a **General Administration Section, Head Office :: Ballari** represented by its duly constituted attorney (hereinafter referred to as Bank) of the **ONE PART** ;

AND

**M/s.**_____ duly represented by one of its Proprietor/Partner _____, aged _____years, S/o Sri _____, residing at _____ and having their office at _____(hereinafter called the Contractor) of the **Other part**.

WHEREAS THE Bank is desirous of undertaking the ..... and has accepted the tender opened on _____.2026 submitted by the contractor & the contractor has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.,

   a) The Tender Document comprising Notice inviting the tender , General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions , Appendix 1 to .. , Priced schedule of quantities, Tender Drawings.

   b) Corrigendum to tender document if any.

   c) Letter from contractor dt._____in response to the negotiation meeting discussions held on _____

   d) Letter of Acceptance issued to contractor by Bank – letter No._____dt…..
   e) Letters from and to the Contractor, if any, leading to and prior to acceptance letter.

3. In consideration of the payments to be made by the Bank to the Contractor the Contractor hereby covenants and agrees with the Bank to execute, complete and perform the works in conformity in all respects with the Tender document as mentioned in the aforesaid documents which shall from part of this agreement.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

For & on behalf of the
Contractor with seal

For & on behalf of the
Karnataka Grameena Bank with seal



**SIGNATURE OF THE CONTRACTOR**

## Appendix-3
## INDEMNITY BOND FORMAT

THIS DEED OF INDEMNITY BOND executed at on this_____day of _____ month of year two thousand and twenty Six **(2026)** By M/s_____duly represented by proprietor / one of its partners Sri_____, aged_____years, son of Sri_____, residing at_____..

In favour of

Karnataka Grameena Bank, a body corporate constituted under the RRB Act, having its Head Office, at No.32, Gandhinagar, Ballari.

Where as I am the authorised partner of M/s_____, and had applied for prequalification of contractors for ……..

Whereas as my company was shortlisted for issue of tenders and my company became successful in securing the subject work through competitive tendering and the work of …….. has been awarded in our favour by Karnataka Grameena Bank, Head office vide their letter ……..

And where as for undertaking the .....work, my company has entered into contract agreement with Karnataka Grameena Bank on_.

Now this Deed Witnessed that in pursuance of the aforesaid contract agreement **dt.** _____ and in consideration of Karnataka Grameena Bank having agreed to make payments on the bills claimed by me/my company based on the works completed by me/my company in respect of ..... and referred to above,

I hereby undertake to indemnify and keep harmless the Karnataka Grameena Bank & its Architect and its officials/ staff from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work **for which I shall be solely responsible.**

Signature of Contractor with seal



**SIGNATURE OF THE CONTRACTOR**

Appendix- 4

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Guarantee No……..
Amount of Guarantee Rs……..
Guarantee cover from Dated: …….
To Dated: …….
Last Date for Lodgment of claim: ……..

To:

_____
_____
_____

In consideration of …… (hereinafter called "Beneficiary") having agreed to exempt …… …….. Ltd., having its Registered Office situated at ……. (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs…… (Rupees …….. only) under the terms and conditions of an agreement dated …… (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs……. (Rupees …… only), at the request of the obligator Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at_____amongst others a branch at …… (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs ..... (Rupees …..…… only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..

2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before……we shall be discharged from all liabilities under this guarantee thereafter.

3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and



**SIGNATURE OF THE CONTRACTOR**

we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

5. Notwithstanding anything contained herein:

   (i) Our liability under this Bank Guarantee shall not exceed Rs. …… (Rupees ..... only)

   (ii) This Bank Guarantee is valid upto ..... and

   (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE: SIGNATURE



**SIGNATURE OF THE CONTRACTOR**

Appendix- 5

**UNDERTAKING LETTER IN YOUR LETTER HEAD**

**To,**
**The General Manager, Karnataka**
**Grameena Bank**
**General Administration Wing Head**
**Head Office :: Ballari**

**SUBJECT: Tender For Repair and Painting Works at Bank Owned Premises Regional Office Building, Kalaburagi**

**Dear Sir,**

This has reference to your above RFQ published in your banks website .

We hereby state that we M/s_____ have submitted the above offer documents duly filling at the appropriate places without making any alterations , corrections , omissions in the offer issued by the bank or downloaded from the web site.

Signature & Name of the Bidder with seal



**SIGNATURE OF THE CONTRACTOR**

Appendix- 6

**(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)**

**Ref: Tender For Repair and Painting Works at Bank Owned Premises Regional Office Building, Kalaburagi**

I / We hereby declare that I / We have not been banned or blacklisted or debarred by any Government , Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Karnataka Grameena Bank, without any recourse.

Dated:

Signature & Name of the Bidder with seal



**SIGNATURE OF THE CONTRACTOR**

## APPENDIX-7
## APPROVED BRANDS & MATERIALS

Unless otherwise mentioned specifically, the contractor should get the approval of the Bank before using the materials. All makes/ brands shall be BIS marked wherever applicable and shall be of the First Quality. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done only after prior approval of the Bank. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained.

| S.No. | Materials | Approved Make / Brands |
|---|---|---|
| A | **Civil works** | |
| 1 | Cement | O.P.C. Grade 43 Ultra tech, ACC ,Ambuja , Dalmia ,L&T ,Corromandel equivalent. |
| 2 | Bricks | Ordinary clay bricks of any brand. |
| 3 | SAND | RIVER SAND & WATER WASH M SAND |
| 4 | Syporex brick blocks | Shirke or equivalent |
| 5 | Polymer Latex, Rust Removers, Rust Passivator Plasticiser, Bonding solution and Crack filler | Sunanda, Fosroc, M.C. Bauchemie, Sika, Pidilite |
| 6 | Waterproofing compound | Sunanda, Fosroc, M.C. Bauchemie, Sika, Pidilite Sika, Cera, Asian, Pidilite,BIRLA |
| 7 | White Cement | Birla, J.K. White |
| 8 | Wall putty | Biral, J.K. |
| 9 | G.I. pipes | Tata 'C' class only OR EQUIVALENT |
| 10 | CPVC/ UPVC pipes | Finolex, Astra, Supreme |
| 11 | G.I. fittings | R brand, Zoloto, Unique |
| 12 | Fixtures for CPVC/ UPVC pipes | Finolex, Astra, Supreme |
| 13 | Cement based paint | Snowcem, Nitcocem |
| 14 | Acrylic paint | Asian paints Apex, Snowcryl XT, Berger |
| 15 | Enamel paint/ OBD | Asian, Nerolac, berger |
| 16 | Tiles/ vitrified tiles | Johnson, RAK, Nitco ,Kajaria, Regent , Naveen Tiles (Premiumquality only) |
| 17 | Ceramic tiles | Johnson, Nitco, Kajaria, Somany, Regent, Naveen Tiles |
| 18 | Sanitaryware | Hindware, Parryware, Jaguar |
| 19 | Plumbing fixtures | Jaguar ESSCO or equivalent Parryware , HINDWARE |
| 20 | Stainless Steel Sink | Hindware, Nirali, Butterfly, Parryware,Frankie NParryware |
| 21 | Reinforcement / Tubular Section | TATA / JINDAL / RINL / SAIL/SHYAM |
| 22 | Galvalume Roofing Sheet | TATA Bluescope or similar as approved by Bank |
| 22 | tank | Sintex, Plasto,Supreme equivalent |
| 23 | Paints | Asian, British, Duco, Berger, Nerolac |
| 24 | Hardwares - Locks | Godrej, Ebco, Ozone |



**SIGNATURE OF THE CONTRACTOR**

| | | |
|---|---|---|
| 25 | Hardwares - Handles | Hafele, Hettich, Dorma, Ozone |
| 26 | Hardwares - Hinges | Godrej, Ebco, Everite, Kaff |
| 27 | Hardwares - Ball bearing slides / channels | Hafele, Hettich, Kaff, Godrej, Ozone |
| 28 | Furniture fittings (Door stoppers, magnet catch) | Godrej, Ebco, Everite |
| 29 | Casing & capping | Good quality with ISI mark |
| 30 | PVC Conduits | Good quality with ISI mark |
| 31 | Commercial/BWR/BWP plywood and blockboards | Century Ply, Green Ply, Anchor Board, Trojan, Frontier Ply, ASIS, ArchidPly. |
| 32 | Adhesive | FEVICOL, vamicol, araldite |
| 33 | Glass | Asai, Modi, Saint Gobain |
| 34 | Hinges, Tower Bolts, Handles | BRASS OXIDISED/EPOXY POWDER COATED (HEAVY DUTY) WITH STEEL PIN |
| 35 | Aluminium Composite Panel | Eurobond, Alcobond, Durabuild |
| | | |

NOTE: Any brands indicated under the items specifications in the bill of quantities will prevail over the above indicated makes. Apart from the above makes, any further equivalent make as approved by the Bank, can also be used with prior permission from the Bank and Architect.

**SIGNATURE OF THE TENDERER**



**SIGNATURE OF THE CONTRACTOR**

## BILL OF QUANTITIES

The bill of quantities shall be read in conjunction with the drawings, Conditions of and Specifications as these documents are jointly explanatory and descriptive of the works included in the Contract.

General directions and descriptions of work and materials given elsewhere in the Contract documents are not necessarily repeated in the Bill of Quantities, reference is to be made to the other documents for information.

The Quantities of work and material in the Bill of Quantities are not to be considered as limiting or extending the scope of work to be done and materials to be supplied by the contractor. The quantities in the Bill of Quantities are an estimate of the amount of work but the work will be measured on complete and the contractor will be paid on the actual measurement of work approved by the Engineer.

Where price have been entered against Lump sum items, payment for such affected items shall be made in proportion to the extent of which at the time of billing, works have been done at the discretion of the Engineer.

'Providing and Fixing' / 'Providing and Laying' / Providing and Erecting' shall mean that the contractor has to provide such materials not being procured and borne by the Employer, but which are required for the item and if no material need be provided by the Contractor, the rate shall be on for fixing/ laying/ erecting of the component covered in the item.

The work also includes separating and stacking serviceable material anywhere in the compound as directed and lowering and carting away all unserviceable material debris from the site.

The acronyms used in the Bill of Quantities.

| | |
|---|---|
| Sqm | Square meter area |
| Cu.mtr | Cubic meter |
| SFT | Square feet area |
| m/ rmt | Running meter |
| RFT | Running Feet |
| CFT | Cubic Feet Volume |
| Kg. | Kilogram |
| LS | Lumpsum |
| Nos../ No | Numbers |
| Architect/ consultant | Architect/ Bank Engineer |
| NO | Number(Quantity) |

Annexure with detailed measurements are available on Bank's website as mentioned above



**SIGNATURE OF THE CONTRACTOR**