



हिमाचल प्रदेश ग्रामीण बैंक HIMACHAL PRADESH GRAMIN BANK

(भारत सरकार का उपक्रम)

(Govt of India undertaking)

Head Office: Jail Road, Mandi, Himachal Pradesh -175 001
www.hpgb.in, email – hogadhpgb@hpgbank.co.in

HIMACHAL PRADESH GRAMIN BANK

HEAD OFFICE,
MANDI HP,

TENDER DOCUMENT

FOR

INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS OF HEAD OFFICE AT
MANDI DISTRICT MANDI HP

LAST DATE FOR SUBMISSION OF TENDERS: 30.06.2025 (05:00 PM) AT

HEAD OFFICE: JAIL ROAD, NEAR PWD OFFICE,
MANDI HP 175001

(TIME BOUND WORK)

TENDER OPENING: 01.07.2025 (12:30 PM)

General Manager (GAD)

Himachal Pradesh Gramin Bank
Head Office Mandi

TENDER SUBMITTED BY: -

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TENDER NOTICE FOR INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS OF HEAD OFFICE AT MANDI DISTRICT MANDI HP

Sealed Bid Tenders are invited at HIMACHAL PRADESH GRAMIN BANK, Head Office, Jail Road Mandi (HP)- 175001 from intending, bonafide & experienced contractors, reputed firms (proprietary/ partnership) /company / organization registered in India under Partnership Act, 1932 / Companies Act, 1956 and their subsequent revisions / amendments, who fulfill the eligibility criteria mentioned in the tender documents for **Carrying out INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS at New Head Office Building of Himachal Pradesh Gramin Bank.**

All the interested parties are advised to go through the detailed Tender guidelines at Bank's website before submitting their proposals to Head Office, Mandi in sealed envelope super scribed as **"INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS at New Head Office Building of Himachal Pradesh Gramin Bank"** should be addressed to the General Manager, Himachal Pradesh Gramin Bank, Head Office, Jail Road, Mandi (HP) 175001. Bank reserve its right to reject any or all the proposals without citing any reason. Corrections/ Corrigendum/addendum, if any, will be placed on Bank's website only. For more details visit our website www.hpgeb.co.in.

Start of submission of Tender:	16.06.2025
Last date of submission of Tender:	30.06.2025 (upto 05:00 PM)
Date of opening of Tender:	01-07-2025(12:30 P.M.)
	(Tentative subject to availability of tender opening committee)

General Manager

DISCLAIMER

The information contained in this tender Document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Himachal Pradesh Gramin Bank or any of their representatives, employees or advisors (collectively referred to as Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this tender document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This tender document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this tender document is to provide the Bidder with information to assist the formulation of their Proposal. This tender document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender document.

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive or un-responsive to the bidding Document and its terms and conditions of the tender document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender Document.

(To be submitted on firms letter Head)

To

The General Manager

**Himachal Pradesh Gramin Bank, General
Administration Division, Jail Road
Mandi HP-175001**

Sir,

Reg: Our bid in response to your tender floated on Bank's website for Carrying out INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS at New Head Office Building of Himachal Pradesh Gramin Bank

We submit our Bid Documents herewith. We understand that

- Having visited the site and examined the drawings, conditions of contract, detailed specifications, schedules of quantities for the execution of the above named works, we offer to complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules of quantities for the sum stated in bill of quantities of the said Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
- We undertake to complete and deliver the whole of the works comprised in the contract within the stipulated time stated in the tender.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost (when called upon by the Bank to do so) a contract in the prescribed form/bank's format. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- The names of shortlisted bidders after the completion of first stage (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of second stage (Financial Bid), shall be informed through E-Mail/letter to respective bidders, as provided by them in TENDER document.
- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- I/we have deposited Earnest Money Deposit of ₹ 1,15,000/- (Rs. One Lakh Fifteen Thousand Only) which amount is not to bear any interest. I/we do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/we fail to execute the contract when called upon to do so.
- The rates quoted in the tender are not conditional and inclusive of all expenses (supply, installation, testing, commissioning etc.), except applicable GST.

Dated at __ this _____ day of _____ 2025 Yours Sincerely

For _____

Signature: _____

Name: _____

CONDITION OF CONTRACT

Name of work	Proposed INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS of HP GRAMIN Bank HO MANDI (H.P.)
Earnest Money Deposit	Rs. 115000/- form of demand draft/ FDR of any nationalized Bank in favor of Chairman, Himachal Pradesh GRAMIN BANK
Retention Amount	10% of the running bill value to be retained in all running bill.
Security Deposit	The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a sum to make up 2 % of the accepted tender in the form of FDR/Bank Guarantee in favor of Himachal Pradesh Gramin Bank.
Retention amount in final Bill till the defect liability Period is over.	100% of the total retention money for 36 months commencing from the date of virtual completion
Completion Period	90 DAYS from the date of commencement
Date of Commencement	7thDAY from the date of written order to commence the work.
Defects Liability Period	36 months from the date of completion of work.
Amount of interim Bill	Rs. 25,00,000/- minimum Bill Value or as per progress/satisfaction report.
Agreed liquidated damages	1.00 % of the total contract amount per week of delay subject to the max. of 10% of the total contract amount

The completed tenders of three envelopes will be received in the office of **GAD Department HP GRAMIN Bank HEAD OFFICE JAIL ROAD, NEAR PWD OFFICE, MANDI HP 175001** up to **30-06-2025 at 05:00 PM.** super scribing name of work, contractor's address and shall be addressed to **General Manager Himachal Pradesh Gramin Bank Head Office MANDI HP** along with earnest money in the form of demand draft favoring HP GRAMIN BANK MANDI payable at MANDI HP. The tenders will be open on 01.07.2025 at **12.30 P.M (Subject to availability of Tender Opening Committee)** in the above office in the presence of contractors or their authorized representatives who so ever may like to be present.

Manner of Submission of Tender:

The tenders to be submitted in two separate Sealed Envelopes as below:

Envelope No.1 -Technical Bid

The first envelope clearly marked, as 'Envelope No.1- Technical Bid' shall contain the following Documents.

- 1) Crossed Demand draft/FDR of any **Nationalized /Scheduled Bank in favour of Himachal Pradesh Gramin bank** for the said amount as **Earnest money deposit (EMD) No cheques shall be accepted.**
- 2) **If the firm is a partnership firm**, attested copy of registered partnership deed registered with office of sub-registrar along with certificate of registration (**form 'H' under rule 17**) under partnership Act, 1932.
- 3) Attested copy of **documentary proof of** authorized signatory on behalf of the partnership firm & its partners.
- 4) Attested copies of **Memorandum of Association** & Certified copy of Resolution in case of any Private Limited/Public Limited Companies.
- 5) Copy of **Work Orders and performance certificate for completion of similar type of works/Empanelment letter of Nationalized/ Scheduled Banking organization for which work completion certificates** for Satisfactory completion of similar type of works as detailed below shall be enclosed.
- 6) Contractor shall enclose **work completion certificates** for satisfactory completion of similar type of works in last Five financial years of **Total value of Rs. 53.77 Lakhs: Total three works each costing of value Rs. 21.50 Lakhs or two works each costing of Rs. 26.88 Lakhs or Single work costing Rs. 43.16 Lakh for similar type of Interior Furnishing Works from Nationalized/ Scheduled Banking organization only and in case any contractor is eligible, along with above mentioned works, he also needs to submit at least one work order from previous year i.e (FY 2024-25) under implementation, with evidence enclosed.**
- 7) **In addition to above Income Tax returns and annual turnover for last Three years along with audited Balance sheets having UDIN number mentioned shall be enclosed and it must not be less than Rs. 53.77 Lakh . ** In case, the company/bidder does not have the audited Balance Sheet for period ending March 2025, provisional balance sheet certified by CA will be acceptable (UDIN is Mandatory)**
- 8) **Copy of GOODS & SERVICE TAX CERTIFICATE (GST) shall be enclosed.**
- 9) **Bidders registered under MSEs will also necessarily submit EMD (There is no exemption for MSEs for procurement of works). If MSE bidders do not enclose Tender Cost or EMD, their bid will be summarily rejected as NON-RESPONSIVE**
- 10) **Copies of PAN card, Aadhar card of proprietor/Authorized Signatory.**
- 11) An undertaking on Rs.100/- Stamp paper is to be enclosed stating that I/we/Firm has not been black-listed in any of the financial institutions/Banks & not found guilty of any misconduct.

Envelope No.2 – Financial Bid:

The second envelope clearly marked, as 'Envelope No.2- Price Bid' shall contain only the completed Tender document/ price bid along with the drawings and details issued with the blank tender forms duly signed by the Contractor should be enclosed.

The Envelope No. 2 consisting of "Financial Bid" shall be opened only if the Contractor's "TECHNICAL BID" in Envelope No. 1 is found suitable subject to Technical eligibility mentioned in the Tender.

Note: - The Tenders are to be submitted in Two separate sealed envelopes as mentioned above, and the two separate sealed envelopes are to be put in one common sealed cover, the contractor shall mention over the common sealed cover that envelope no. 1 & envelope no.2 are inside the common sealed cover. While opening if it is found that the two separate sealed envelopes are not inside the common sealed cover the tender shall be out rightly rejected.

ELIGIBILITY CRITERIA

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

S.no.	Minimum Eligibility Criteria
	<p>The Bidder should have satisfactorily completed similar works during last 5 (Five) years ending last day of the month of May 2025 with Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette/Scheduled Commercial Banks or its subsidiaries/Private organizations should be either of the following: -</p> <ul style="list-style-type: none"> • One similar nature work amounting to ₹43.16 Lakh Or • Two similar nature work each amounting to ₹ 26.88 Lakh Or • Three similar nature work each amounting to ₹ 21.50 Lakh <p>Similar work means (Suitable Criteria broadly covering the nature of work planned to be carried out by the office issuing the tender to be defined. Some similar works examples are defined as under and suitable similar work criteria may be mentioned in the tender document:-</p> <p>Similar work means Composite Renovation works including Civil, Carpentry , Interior Furnishing , Modular Furniture , Electrical, Air conditioning and other miscellaneous allied works of Office Premises executed under one agreement.</p> <p>Cumulative works executed under rate contract shall not be treated as one work.</p> <p>Components of work executed other than those included in definition of similar shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of the same.</p> <p>Certificates of satisfactory completion of similar work should be issued by an Authority not below the rank of Executive Engineer/Chief Manager of Principal Bank / Client department and the same are to be uploaded on Bank's website along with supporting documents.</p> <p>In case the similar work/s is of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S. Traces / Certificates for such works issued by respective Principal Bank/ Clients.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.</p>

2	The minimum average annual turnover of Bidder for the last three financial years i.e. FY 2021-2022, FY 2022-2023, FY 2023-2024 must not be less than Rs. 53.77 Lakh of estimated cost. Bidder to upload audited Balance sheet, Profit & Loss statement and trading account details for these financial years, if applicable. The multiplication factor of 7% per annum simple interest is not applicable on the Annual Financial Turnover figures. (if Sale is less than Prescribed limit Set by Income Tax Department for getting the firm's financial audited) Submit Turnover certificate with UDIN from CA and Citing the reason and Section of Income Tax due to which audit is not required.
3	The Applicant should not have been black-listed/ barred by any Central/ State Government Department/ Central Autonomous Body/ Central Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette/ Public Sector Banks etc. Further, similar eligible works should not have been carried out on Back to Back basis and the Applicant shall have to furnish undertaking as under. An undertaking in this regard is to be submitted to Bank by Bidder (on stamp paper of Rs.100/-) "I/ We undertake and confirm that 1. Eligible similar work(s) has/ have not been executed through another agency on back to back basis. 2. I/ We have not been black-listed/ debarred by any office of Bank/ DFS or regulators like RBI, SEBI, IRDA etc/ Department of Expenditure, Ministry of Finance Government Agency." Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in Bank in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to forfeit the entire amount of Earnest Money Deposit."

From all those bidders who will be technically qualified, L-1 will be decided only on the basis of Bid price quoted by bidder for Total BOQ.

4. Each of the tender documents is required to be signed by the person/ persons submitting the tender in token of his/ their having acquainted himself/themselves with the General conditions etc. laid down. Any tender with any of the documents not so signed will be rejected. The tender form must be filled in English and all entries must be made by hand and written in ink/ball pen. If any of the documents is missing or unsigned the tender shall be considered invalid. All erasers and alterations made while filling the tender must be attested by the initials of the tenderer. Overwriting of figures is not permissible. Failure to comply with either of these conditions will render the tender void. No advice or any changes in rates after the sending of the tender will be entertained.
5. The successful bidder shall have to execute an agreement with the Bank (When Called upon by the Bank to do so) on a stamped paper of Rs.100/-. Till Such Formal contract is prepared and executed, this signed bid submitted by him shall constitute a binding contract between successful bidder and The Bank.
6. The Bank is not concerned with any rise or fall in the prices, of any materials. The rates quoted shall include all costs, work contract to allowances, taxes or any other charges including any enhanced labour rates, etc. which may be enacted from time to time by the State or Central Govt. under no circumstances shall Bank be held responsible for compensation or loss to the contractor due to any increase in the cost of labour, materials etc.
7. The rate quoted by the contractor shall include all eventualities such as heavy rain, sudden floods, etc. which may cause damage to the execution work, until the completion certificate is issued to the contractors. Our clients will not be responsible to such damaged out of the executed work. In case the same item of work is mentioned at one or more places in the schedule of quantities, the lowest of the rates quoted by the contractor for the item shall be taken for the payment of this item.

8. Bidders may submit their queries regarding any technical clarification either by visiting Head Office GAD Section or through email (hogadhpgb@hpgbank.co.in) only before **24.06.2025 till 17:00 Hrs**. No queries shall be entertained after last date fixed for acceptance of queries.
9. Clarifications of Bank on RFP may be downloaded from the "Corrigendum/ Addendums" section of the above mentioned portal up to **27-06-2025 till 15:00 hrs** after clarification on queries. No deviation on the above shall be entertained by the Bank thereafter.
10. Based on the clarification of conditions by the Bank, an intending bidder shall submit its unconditional acceptance on the prescribed format along with tender document.
11. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Mandi HP and only the courts of Mandi HP shall have the jurisdiction to determine the same
12. The Bank reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.
13. Bidder must submit documentary proof in respect of all above mentioned criteria while submitting the proposal. Proposal of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
14. It shall be mandatory to sign the integrity pact as mentioned in tender documents **(for value of work greater than 25 lacs only)** by the bidder failing which bidder will stand disqualified for tendering process and their bid shall be rejected summarily.
15. Tenderer shall fill in rates for all items of work described in the Annexure. All entries must be made by hand and in ink. If any of the documents is missing or unsigned the tender shall be considered invalid.
16. All erasures and alterations made while filling the tender must be attested with initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid.
17. **The security deposit will be kept with bank till successful completion of work and retention amount shall be kept with the Bank for a period of 36 months after the Architect issues the completion certificate which amount is not to bear interest and EMD of successful bidder shall be released after submission of security deposit by him.**
18. **The rates quoted by the contractor should be excluding GST**
19. The rate shall be binding to the Contractor, for all the tender items till the completion of the work respective of variation in market rates of material and labour.
20. The calculations made by the tenderer should be based upon probable quantities of the several items of work, which are furnished for the tenderers convenience in the Annexure. It must be clearly understood

that the contract is not a lump-sum contract that neither the probable quantities nor value of the individual and the aggregate value of the entire tender will form a part of the contract and that Architect doesn't in any way assure the tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto.

21. The items against which no quantity is shown in Annexure for which tenderer is to quote his rates and the Bank/ Bank at his discretion shall ask the contractor to execute those items if required and which shall be binding on the part of the contractor to execute those items at the rates quoted therein in the tender.
22. The successful tenderer should make their own arrangements to obtain all materials required for the work.
23. The various materials stored on site shall be protected from the fire, floods or rains etc. and the contractor shall be responsible for any damage caused to the Bank for the same.
24. The contractor shall allow enough facilities to the sub-contractors employed by the Bank and should co-operate with them and that small holes etc. made by these sub-contractors to the structure shall be properly corrected by the general contractor without any prejudice and extra cost whatsoever.
25. All payments by the Bank/ Bank under this contract shall be made at Mandi .The specifications that are not mentioned or listed in the tender shall **conform to I.S.I. Specifications** while having prior written consent of the Architect.
26. In case of dispute regarding quality of material, workmanship etc. Shall be accepted as final decision **given by the competent Authority of the Bank.**
27. Bank can deduct such amounts on the recommendation of Bank's Architect **E r . Arvind Kumar Sharma** as he may feel proper on account of bad workmanship as penalty and that his decision in such matters shall be binding to both the parties and shall not be subject to arbitration. In case the contractor's progress of work is not satisfactory or his workmanship is not to the standard quality, the architect and/or Bank / Bank reserve the right to issue necessary notice to the contractor, for carrying out timely progress. If however the contractor has not improved the progress, on advice of architect to Bank can release the contractor from his work and terminate the contract after issuing seven days notice.
28. The Bank reserves the right to omit any item or items or part thereof for which contractor shall not claim any compensation whatsoever.
29. **Contractor must inform in writing to the Bank before executing any work that is not covered in Tender or any quantities of the tendered item that are increasing while executing the work. Prior permission from the Bank/ Bank shall be obtained before executing any such item.**

I/ We hereby declare that I/We have read and understood the above instructions for the guidance of the Tenderer.

Date:

Seal and sign

SPECIAL CONDITIONS OF THE CONTRACT: -

1. **Tender's acceptance:** The Bank reserves the right to accept / reject any or all tenders without assigning any reasons for rejection/acceptance whatsoever. The tenderer whose tender is accepted will have to enter in to an agreement immediately on being informed to do so. In case of failure on the part of tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to bank and the offer of the tenderer shall be considered as withdrawn by him.
2. The work is to be carried out in New premises of Bank & the time period provided for completion of work is inclusive of load shedding hours. The contractor should make his own alternative arrangements at his own cost to compensate with load shedding hours & no additional remuneration shall be paid for such arrangements nor any additional time will be granted on this accounts.
3. The tenderer shall be presumed to have carefully examined the Site, Site Conditions and specifications of the work and have fully acquainted themselves with all details of the site and with all the necessary information and data pertaining to the work prior to tendering for the work.
4. The tenderer may in the forwarding letter mention any points he may wish to make clear but right is reserved to reject the same or the whole of the tenders if the same becomes conditional tender thereby.
5. All pages of document, conditions, specifications, drawings and plans etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer.
6. The Tender opening committee shall open the tenders in the presence of intending contractors who may be present at the time of opening and will enter the amount of tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification sign copies of specifications and other documents. In the event of a tender being rejected the Bank shall refund the amount of earnest money deposited to the tenderer, on his giving a receipt for the return of money.
7. **The drawings, details and the Specifications are only indicative and the schedule of quantities are only tentative. Any changes/additions/deletions/alterations in them shall be accommodated while executing the work without any prejudice. Any extra items or variations upon the schedule items shall be scrutinized by the Architect of the Bank and on his recommendation Bank's decision shall be final and binding in all respects.**
8. Specifications of various materials and quality of work shall be the essence of the contract along with the time period and these shall be strictly adhered to
9. LIQUIDATED DAMAGES @ 1% OF THE TENDERED AMOUNT SHOWN IN THE TENDER PER WEEK TO A MAXIMUM LIMIT OF 10% OF THE CONTRACT SUM / ACCEPTED TENDERED AMOUNT, THAT SHALL BE ADDITION TO THE RETENTION AMOUNT, WHICH SHALL BE CHARGED FOR ANY DELAY IN THE COMPLETION OF THE WORK, BEYOND THE STIPULATED TIME AND THIS CLAUSE SHALL BE STRICTLY FOLLOWED.
10. **The Bank Authorities at their discretion may delete any part of item or item in full as they may feel necessary during the course of execution and no compensation will be paid /claimed in this regard. The contractor shall not claim any compensation towards such items.**
11. **The work shall be executed by the Contractor at his own risk and responsibility and the Bank shall not be held liable for any accidents/unforeseen events directly/indirectly and the Contractor**

understands clearly that no claim for any accidents or loss of life whatsoever shall be entertained by the Bank.

12. Electric meter shall be arranged by Bank in building owner's name but payment of electricity charges at site for execution of work shall be payable by Contractor, Alternatively the payments against the electric bills shall be deducted from the bills of contractor.

GENERAL CONDITIONS OF THE CONTRACT

The work consists of INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS to be executed for Himachal Pradesh Gramin Bank, Head Office Mandi at VPO Gutkar, Distt Mandi (HP)

1. INTERPRETATION

In construing this conditions, the specification, the schedule of quantities, tender and Agreement, the following word shall have the meaning herein assigned to them except where the subject or context otherwise requires;

- i) Bank: The term Bank shall denote Chairman Himachal Pradesh Gramin Bank, Head Office, Mandi and any of its employee representative authorized on their behalf.
- ii) Architects / Consultants: The term architect shall mean Arvind Kumar Sharma, or in the event of his / their ceasing to be Architect for the purpose of this contract such other person/s as Bank shall nominate for the purpose. The Architect with the approval of Bank/Bank may engage a local Architect / Consulting Engineer for supervision and co- ordination of the work at the site. He will be considered a representative of the Architect
- iii) Contractor: The term contractor shall mean (Name and address of the contractor) and his / their heirs, legal representative, assign and successors.
- iv) Site: The site shall mean the site where the work are to be executed as shown in site plan including any building and erections thereon allotted by the Bank/Bank for the contractor use.
- v) Drawings: The work is to be carried out Strictly in accordance with the drawings, specification, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Bank during the execution of work.

All drawings relating to work given to contractor together with a copy of schedule of quantities are to be kept at site and the Bank /Architect shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawing are necessary contractor shall prepare such detailed drawing and / or dimensional sketches therefore and have it confirmed by the Bank/ Architects as case may be prior to taking up such work.

The Contractor shall ask in writing for all clarification on matter occurring anywhere in drawings, specification and schedule of quantities or to additional instructions at least 7 days ahead from the time when it is required for implementation so that the Bank may be able to given decision there on.

“The Works” shall mean the work or works to be executed or done under this contract.

“The schedule of quantities” shall mean the schedule of quantities as specified and forming part of Tender/ contract.

“Priced Schedule of Quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

SCOPE

Bank in absolute right issue further drawings and/ or written instruction, detail, direction and explanations, which are, hereafter collectively referred to as “The Bank’s Instruction” in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.**
- b) Any discrepancy in the drawing or between the schedule of quantities and/ or drawing and / or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any 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 person employed there upon.
- f) The opening up for the inspection of any work covered up.
- g) 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 with and duly execute any work comprised in such Bank’s instruction’s, provided always that verbal instructions, direction and explanations given to contractor’s or his representative upon the work by Bank shall, if involving a variation, be confirmed in writing to the contractors within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Bank or Architect. Rates of items not mentioned in the priced schedule of the quantities shall be fixed by the Bank in consultation with the Architect as provided in Clause” Variation”

2. TENDERER SHALL VISIT THE SITE

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

3.TENDERS

The entire set of **Tender** paper along with preliminary set of drawings issued to tenderer downloaded from website should be submitted fully priced and also signed on every page. Initial / signature will indicate the acceptance of the tender by the tenderer.

The schedule of quantities shall be filled in as follows:

- i) The "Rate" column to be legibly filled in the ink in both English figures and English Words.
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The "Rate Column" for the alternative item of which the quantities are not mentioned shall not be filled up.
- v) The "Amount Column" for alternative item of which the quantities are not mentioned shall not be filled up.
- vi) In case of any errors/ omission in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.

No modifications, writing or corrections can be made in the tender paper by the tenderer

The Bank reserve 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 tenderer shall note that the tender is strictly on the item rate basis and their attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. If called upon by the Bank/ Architect detailed analysis of any or all the rates shall be submitted. The Bank/ Architect shall not be bound to recognize the contractor analysis.

The work will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

The Mode of Measurement / The Method of Measurement shall be as per IS: 1200 based on the Specification and Trades

All the item of work described in the schedule of quantities are to be deemed and paid as complete work in all respect and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawing, specification and schedule of quantities and no further

extra charges will be allowed in this connection. In the case of Lump-sum charges in the tender in respect of any items of work, the payment of such item of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Bank/Architects.

The Bank has power to add to, omit from any work as shown in drawing or described in specification 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 Bank. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of **One Hundred and Twenty days (120 days)** from the date of opening of the tender.

4. AGREEMENT

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all the stamps and legal expenses, incidental hereto.

5. PERMIT AND LICENSE

The contractor shall arrange the Permit and License for release of materials that are under Government control. The Bank shall render necessary assistance, sign any form or application that may be necessary. The basic price of controlled material, if any, for the purpose of valuing the tender, is to be considered as stipulated below. This shall also be the basis of adjustment in setting the contractor's bills.

The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled material released by the authorities or supplied by the Bank. The costs of storing, transporting etc. of all materials including those under Govt. Control are to be included by the tenderer in his quote rates. No extra or separate rate will be claimed for this.

6. GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of all local bye-laws and Act relating to work and to the regulation, etc. of the Govt. and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulation and Bye-laws etc. and pay all the fees payable to such authority/ authorities for the execution of work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for license, fees for footpath encroachment and restorations etc. and shall indemnify the Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

7. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicated in the drawings but the Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason.

8. OTHER PERSON ENGAGED BY THE BANK

The Bank reserve the right to execute any part of the work included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of its scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

9. EARNEST MONEY AND SECURITY DEPOSIT

The Tenderer will have to deposit EMD for an amount of **Rs. 1,15,000/- (Rupees One Lakh Fifteen Thousand Only.)** in the form of Bank Draft/FDR drawn in favour of **"HIMACHAL PRADESH GRAMIN BANK"** payable at **Mandi** at the time of submission of tender as an earnest Money deposit. The Earnest Money deposit of the unsuccessful tenderer will be refunded without any interest soon after the issue of work order to the successful tenderer or after the expiry of the validity period of the tender.

Please submit relevant registration certificates in respective category & heads. If the registration is not found in suitable category, the tender shall be summarily rejected.

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 accepted tender **and EMD of successful bidder shall be released after submission of security deposit by him.**

The security deposit will be kept with bank till successful completion of work. The initial Security Deposit will have to be made on intimation from the date of acceptance of tender, failing which the Bank at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the tender.

Apart from the Initial Security Deposit made as above, retention money shall be deducted from progressive running bills @ 10% of the gross value of each interim bill in the form of Defect Liability. This **retention amount shall be kept with the Bank for a period of 36 months after the Architect issues the completion certificate which amount is not to bear interest.**

10 VALUE OF INTERIM PAYMENT

The minimum value of work done entitling the contractor to receive an interim payment shall be Rs.25,00,000/- (Twenty Five Lakhs only) for the work done & completed works. However, the competent authority can at his discretion certify for interim payment for a lesser value also the period of honoring interim certificate shall be 15 days from the dates of receipt of the certificate from the architect.

Period of honoring final certificate

The period shall be 6 weeks from the date of receipt of the final certificate from the Architect

- i) Issue of virtual completion certificate by the Architect Er. Arvind Kumar Sharma to the Bank.
- ii) contractors removal of his materials, equipment, labour force, temporary sheds/ stores etc. from the site. (excepting for a small presence required if any for the defect liability period and approved by the bank).

The retention amount may be refunded to the contractor 14 (fourteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of contract.

11. Defects Liability Period (DLP)

The defect liability period (DLP) shall be 36 months. The DLP commences from the certified date of virtual completion issued by the Architect to the Bank.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specification 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 contractors find any discrepancies therein he shall immediately and in writing, refer the same to the Bank/Architect whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out the works at his own cost. The Bank shall not account be responsible for the expenses incurred by the contractor for the hired ground or fresh water obtained from elsewhere.

The rates quoted against individual item will be inclusive of everything necessary to complete the said item of work within the contemplation of the contract, and beyond the unit price no extra payment will be

allowed for the incidental or contingent work, labour and / or material inclusive of all taxes and duties whatsoever except for the specific item, if any, stipulated in the tender documents.

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

13. TIME OF COMPLETION

The entire work is to be completed in all respects within the stipulated period i.e **90 days** from the date of work order The work shall be deemed to be commenced within Seven days from the date of acceptance letter of date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Architect has certified in writing that this has been completed and the defects Liability Period shall commence from the date of such certificate.

During the period of construction, the contractor shall maintain proportionate progress on the basis of a program chart submitted by the contractor immediately before commencement of work and agreed to by the Bank/ Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the program chart so that there is no delay in completion of the project.

14. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Bank within the stipulated period, the contractor shall be bound to pay to the Bank a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncompleted or unfurnished after the expiry of the completion date. **“1.00 % of the total contract amount per week of delay subject to the max. of 10% of the total contract amount” in addition to the Retention amount.**

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

The Contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work distributed. All drawing maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants and other insects.

The contractor shall provide at his own cost all-artificial light required for the work and to be enable other contractor and sub-contractor to complete the work within the specified time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, light etc. required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the public Health Authorities and shall cause latrines

and soil to be cleared away whenever necessary and shall make good all the works distributed by the conveniences.

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

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

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

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

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

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

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safety taking measurement shall be supplied by the contractor.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his **scaffolding**, tools and plant etc., by sub-contractors for their work.

16. CLEARING SITE AND SETTING OUT WORKS.

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

17. REMOVAL OF IMPROPER WORK

The Bank shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank / Architect are not in the accordance with specification or instruction, the substitution or proper re-execution of any work executed with

materials or workmanship not in accordance with the drawing and specification or instructions. In case the contractor refuses to comply with the order, the Bank shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the Bank/ Architect shall be borne by the contractor or may be deducted from any money due to or that may become due to contractor. No certificate which may be given by the Architect shall relieve the contractor from his liability in respect of unsound work or bad materials.

18. CONTRACTOR'S EMPLOYEES

No labour below the age of eighteen and who is not an Indian National shall be employed on the work

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

The contractor shall comply with the provision of all the labour legislation including the requirement of

- a) The Payment of Wages Act.
- b) Bank's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Minimum Wages Act.
- g) Any other Act or enactment relating thereto and rules frames there under from time to time.

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

19. DISMISSAL OF WORKMENS

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

20. 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 underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Bank and no subletting shall relive the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

21. DAMAGE TO PERSON AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or thing and for all the 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's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in the 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, footpaths or ways as well as damages caused to the building and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Bank 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 damage under any acts of compensation or damage consequent upon such claim.

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 effect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and the Bank and the policy lodged with the letter.

The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damages to any property arising out of incidents, negligence or defective carrying out of this contract.

The Bank shall be at liberty and hereby empowered to deduct the amount of any damages, compensation, 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.

22. ACCOUNTS RECEIPTS AND VOUCHERS

The contractor shall, upon 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 the material 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 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.

Before taking any measurements of any work the Site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurements 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.

23. PAYMENT

All bills shall be prepared by the contractor in the form of prescribed by the Bank/ Architects. Normally one interim bill shall be paid subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurement in support of the quantities of work done and must show deduction for all previous payment, retention money etc.

The Architect shall issue certificate after due scrutiny of the Contractor's bill stating the amount due to the contractor from the Bank and the contractor shall be entitled to the payment thereof, within the period of honoring certificates named in these documents. In case of delay due to some

reasons in the processing of such bills for payment, an ad-hoc advance of 75 % of the billed amount may be paid on the request of the contractor for the smooth progress of the work.

The amount stated in the interim certificate shall be total value of work properly executed and 75% of invoice value of materials brought to site for the permanent incorporation into the work up to the date of

the bill less the amount to be retained by the Bank as retention money vide clause 12 of these conditions and less installments previously paid under the conditions, provided that certificates shall only include the value said materials and goods as and from such time as they are reasonably, properly and prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

The Bank will deduct retention money as tender conditions already mentioned. The refund of retention money will be made as specified in the said tender condition.

If the Bank has supplied any material or goods to the Contractor, the cost of any such material or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

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

Final Payment

The final bill shall be submitted to the Bank by the furnisher after that completion certificate will be submitted by the Architect submitted to the bank. Payment of the final bill shall be made after deduction of Retention money as specified in Tender conditions, which sum shall be refunded after the completion of the Defects Liability period provided Bank has either reported any defect in the furnishing work or the contractor has rectified all defects to the satisfaction of the Bank. 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.

24.SUBSTITUTION

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

25.PREPARATION OF WORKS CARRIED OUT FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Bank that he has completed the work and it is ready for inspection. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside,

all floors, staircase and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Bank.

26.CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional

equipment's, plant and machinery, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in workman like conditions to the satisfaction of the Bank/ Architects.

27.DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to satisfaction of the Bank/ the Architect, all defects, shrinkage settlement or other faults, which may appear within 12 months after completion of the work .In default, the Bank may employ and pay other persons to amend and make good such damages, losses and expenses consequent there on or incidental there to shall be made good and borne by the contractor and such damages, losses and expenses shall be recoverable from him by the Bank or may be deducted by the Bank, in lieu of such amending and making good by the contractor, and deduct any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under clause no. together with any expenses the Bank may have incurred in connection therewith.

28.CONCEALED WORK

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

29.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, octroi, etc. No escalation shall be allowed on account of ANY reason whatsoever.

30.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.

31. SUSPENSION

If the contractor except on account of any legal restraint upon the Bank preventing the continuance of the work or in the opinion of the Bank 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, the Bank shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and 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 material to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start the work within seven days after such notice has been given proceed with the works as therein prescribed, the Bank may proceed for termination of contract as per the tender conditions.

32. TERMINATION OF CONTRACT BY BANK

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 or 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 Bank that he is able to carry out and fulfill the contract, and if so required by the Bank to give reasonable security therefore, or if the contractor shall suffer execution to be issued, or shall sufferance payment under this contract to be attached by or on behalf of and of creditors of the contractor, or shall assign, charges 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 of things by this contract to be observed and performed by the contractors 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 work , or shall in the opinion of the Bank 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 Bank after three clear days notice requiring the contractor so to do shall have been given to 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 Bank of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by the or on behalf of the contractor (without thereby creating any trust in favour of contractor) further the Bank or his agent , or servants , may enter upon and take the possession of the work and all plants, tools, scaffoldings, shades, machinery, steams and other power, utensils and material laying 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 work or by employing any other contractor or other person or person to complete the work and contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other contractor or other persons or persons employed from completing and finishing or using the materials and plants for the work when the work shall be completed , or as soon thereafter as conveniently may be, the Bank shall give notice in writing to the contractor to remove this surplus materials and plant and should the contractor fail to do so within the a period of 14 days after receipt by him the Bank 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 Bank in getting the work carried out by other contractor shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the security deposits.

**LIST OF OTHER APPROVED MANUFACTURERS/PRODUCTS
WHICH ARE NOT SPECIFIED IN SCHEDULE OF QUANTITIES**

S. N.	PRODUCTS	MANUFACTURERS
CIVIL WORK		
1	Cement	Ultratech, ACC, JK Cement, Ambuja
2	Plastic Emulsion Paint/Texture / OBD/ Duco Paint / Synthetic enamel.	Asian / Dulux/ Berger / ICI/ Nerolac
3	Exterior Paint / Water Proof Paint/ Bitumastic Paint	Asian / Dulux/ Berger / ICI/ Nerolac
4	Putty	Birla / JK / Asian paint
5	Vitrified tile	Kajaria/ Somany/ Orient Bell/ Johnson
6	Ceramic Tiles	Kajaria/ Somany/ Orient Bell/ Johnson
7	Pasting Chemicals for Tiles	Pidilite, Fosroc, Eurokart
8	PVC Tanks	Sintex / Patton/ Supreme
9	C.P. Fittings	Jaquar/ Hindware / Cera / Parryware / Somany
10	C.P. Accessories	Jaquar/ Hindware / Cera Bottle Trap Jaquar/ Hindware / Cera
11	Health Faucet	Jaquar/ Hindware / Cera Bottle Trap Jaquar/ Hindware / Cera
12	Sanitary Wares	Parryware / Hindware / Jaquar in White Colour
13	Kitchen Sink	Cera/ Nirali/ Hindware/ Neelkanth/ Jayna
14	uPVC	Finolex/ Supreme/ Prince
15	G.I. Pipe & Fittings	Fittings Swastik / TATA / UNIK / KS /Jindal
16	PVC Drain Pipe	Prakash/ Jindal/ Supreme
INTERIOR WORK		
17	Glass	Modi Guard/Saint Gobain/JK
18	Plywood/Block Board / MDF/Veneer/Exterior Grade Prelaminate board	Green / Archidply / DURO/Action Tessa/Centuaryply/Akapple/rushile
19	Laminate/ high gloss laminate	Century/ Archidlam/ Formica/ Aica
20	LAMINATION : WOODEN LAMINATION	1. COMPANY : ARCHIDLAM CODE : 15143 COLOUR : FUSION MAPLE 2. COMPANY : CENTURY CODE : 525 SU COLOUR : FUSION MAPLE 3. COMPANY : FORMICA CODE : FI 1196 COLOUR : FUSION MAPLE 4. COMPANY : AICA-SUNMICA CODE : E196/1196 COLOUR : FUSION MAPLE
21		
22	Sunmica Adhesive/Glue	Fevicol/ Pidilite/ Vemicol
23	Locks in cabinets, furniture, Door	Godrej/ Dorset/ Hettich/ Link/ Europa
24	All hardware and fittings	Ebco/ Godrej/ Hettich/ Ozone/ Dorset/ Kich/ Dunex
25	Water based melamine polish	Asian paints / Pidilite Industries/ ICI/ Dulux

26	Dash/ Anchor fasteners	Hilti/ Fischer/ Bosch
ELECTRICAL WORK		
27	PVC insulated copper FRLS Cable & Cables (armored)	Finolex/ Polycab/ Havells/ Anchor/ L&T
28	Modular Switch Sockets & accessories	Crabtree / Northwest /Anchor Roma/SSK/Legrand
29	MCB	Legrand/ Havells/ Hager/L&T/Siemens/ABB
30	MCCB	L&T (D-Sine)/ Siemens / ABB / Schneider Motor Crompton/Kirloskar/Bajaj/ Siemens
31	Light fitting	PHILIPS/Havells/Wipro/Bajaj/Osram
32	Ceiling/ Wall fan/Exhaust Fan	Crompton / Usha/ Havells/ Orient
33	Distribution board/FSU/ HRC Fuse & Fitting	L&T/ Havells/ Siemens/Hager/ Legrand/
34	Telephone cable	Delton/National/ Finolex/ Polycab/
35	MV/LT Panel Board	SPC Electrotech/Advance Power & Control Milestone/KEPL
36	CT/PT	Automatic Electric/Crompton/Kappa
37	Digital Meters	Conserve/Scheider/Secure/Rishab
38	Chemical Earthing	Universal Altex / Ashlok / JMV/ ERICO
39	A.C Starter, Plug Socket	Crabtree / Northwest/ Legrand/ ABB
40	Changeover (On –Load)	L&T/Hager/Simens/ Legrand

NOTE:

1. In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the Bank. The preference of make/ brand of the material listed above will be decided by the Bank. The make/ brand of any item will be as mentioned in the drawings issued by the Bank.
2. The contractor shall provide samples of all materials mentioned in the list of makes as required by the Bank. A written approval of these samples shall be sought prior to commencement of any work. Bank reserve the right to enquire the genuineness of any material used at site directly from the manufacturer/ dealer.

INTEGRITY PACT

To,

.....,
.....,
.....

Reg: INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND
OTHER ALLIED WORKS **at new HO premises of HPGB**

Dear Sir,

It is here by declared that HPGB is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the bidder/ bidder shall stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the HPGB.

Yours faithfully

General Manager

5. Annexure-IX: INTEGRITY PACT

(Note to Tender Issuing Office: This Annexure is to be Included in Tenders Which Are Valued 25 Lacs and above and May be deleted from other tenders)

To,

**The General Manager GAD
Himachal Pradesh Gramin Bank,
Head Office Jail Road Mandi HP
175001**

Sub: INTERIOR, CIVIL, FURNITURE, ELECTRICAL, NETWORKING AND OTHER ALLIED WORKS at
New Head Office Building VPO Gutkar, Mandi (HP)

Dear Sir,

I/We acknowledge that HPGB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/ bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/ We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/ We will stand disqualified from the tendering process. I/ We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/ We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by HPGB. I/ We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the enclosed Integrity Agreement.

I/ We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, HPGB shall have unqualified, absolute and unfettered right to disqualify the bidder/ bidder and reject the tender/ bid in accordance with terms and conditions of the tender/bid.

Name of Authorised Signatory_____

Sign and Signature of Authorised Signatory _____

In the capacity of / Designation _____

Duly authorized to sign tenders for and on behalf of _____ (IN CAPITALS)

Pre Contract Integrity Pact

Himachal Pradesh Gramin Bank Sponsored by PNB, having its Head Office at Jail Road Mandi, hereinafter referred to as “The Principal”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as “The Bidder/ Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

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

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

Section 1- Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/ contract. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e. The Bidder(s)/ Contractor(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)/ Contractor(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)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages

equivalent to earnest Money Deposit/ Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee/ Initial Security Deposit.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/ state government department 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 dealing".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

Sl.	Name of IEM	e-mail	Mob. No.
1.	Sh. B. Ravichandran	bravi1958@gmail.com	9482234346
2	Sh. Anup Krishan Mehra	Anupmehra1955@gmail.com	9890305717

(Note to Bidders: the above persons are not to be contacted for generic tender related queries, as the queries must be directed to contact details mentioned in Notice Inviting Tender)

(2) Only Integrity pact related queries to be addressed to IEMs. Also the bids of the bidders who do not sign the Integrity Pact will not be evaluated further.

(3) 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/ Contractors as confidential. He/she reports to the Chairman, Himachal Pradesh Gramin Bank.

(4) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) 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- contractor.

(5) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform CHAIRMAN, Himachal Pradesh Gramin Bank and recues himself/ herself from that case.

(6) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. The Monitor will submit a written report to the CHAIRMAN, Himachal Pradesh Gramin Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Himachal Pradesh Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, HPGB 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.

(9) The word ‘**Monitor**’ would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion 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 CHAIRMAN, HPGB.

Section 10- Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the “Place of award of work”.

(2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.

- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

Affidavit of Undertaking by Bidder for not being blacklisted

(On Rs 100/- non judicial stamp paper)

I/We _____ s/o _____ Director/prop of
M/s _____ having its Registered Office at _____ (herein after referred
as Bidder) hereby affirm/s on oath, that:

We are bonafide & experienced contractors, reputed firms (proprietary/ partnership) /company / organization registered in India under Partnership Act, 1932 / Companies Act, 1956.

As on date of submission of tender, we are not blacklisted by the Government/ any of the State Governments in India or any Financial Institution in India.

We are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

There are no pending cases against us involving cheating/fraudulent activities.

We are not a defaulter in repayment of installment against credit with any Bank.

Yours faithfully,

(Authorised Signatory)
Name
Date
Seal of the firm