

**UCO BANK**  
**ZONAL OFFICE, Indore**

**TENDER DOCUMENTS**

**FOR**

**PROPOSED FURNISHING, ELECTRIFICATION&DATA CABLINGWORK FOR NEW  
PREMISES OF UCO BANK SEHORE BRANCH, District-Sehore (M.P.)**

**TENDER NO.ZOI/GAD/2024-25/97 DATED: 25.07.2024**

<b>Tender Issued To-</b>	
<b>LAST DATE OF SUBMISSION: -</b>	<b>12.08.2024 Time 5.00 PM</b>
<b>DATE OF OPENING</b>	<b>13.08.2024 Time 3.30 PM</b>

Signature of Contractor

**NOTICE INVITING TENDER**

To,  
Contractors Empanelled in UCO Bank, under Indore Zone, Pre qualified for the proposed Furnishing, Electrification & Data Cabling Works in New Premises of Sehore. Sealed tenders are invited for the following work:-

**DESCRIPTION OF WORK**

**Furnishing, Electrification & Data cabling of New Premises of UCO Bank at Sehore, M.P.**

**COMPLETION PERIOD**

**25(Twenty Five)Days  
including 5 (Five) Days  
Mobilization Period**

The Item Rates shall remain Firm till Completion of Entire Work and shall not be Subject to any Escalation in Cost or Rates of any Materials & / or Labor or whatsoever ground(s).

- 1.03. The Tender Document shall comprise of Two Volumes containing the following :
- (a). Notice Inviting Tender,
  - (b). Instructions to Bidders & Intending Contractors,
  - (c). Application Form of Tender,
  - (d). Draft of "ARTICLES OF AGREEMENT",
  - (e). General Conditions of Contract & APPENDIX thereto,
  - (f). Special Conditions of Contract,
  - (g). Specifications & Quality Control,
  - (h). Schedule of Quantities & Specifications (Financial Bid), and,
  - (i). Tender Drawings.
- 1.04. Tenders may be purchased from the UCO Bank, Zonal Office, against payment of Rs. 500.00 only (Rupees Five Hundred) only as Non Refundable Cost of Tender, in Cash or Bank Draft drawn in favor of UCO BANK, ZONAL OFFICE, payable at INDORE, on any Working Day during Office Hours.
- 1.05. Filled in Tender Documents in Duplicate (i.e. One Photocopy Set) shall be submitted in 2 Sealed Envelopes Identified as hereunder and both Envelops will be contained in a Large Envelope super-scribed as: TENDER FOR REPAIR & RENOVATION WORK OF EXISTING PREMISES OF UCO BANK AT MEGHNAGAR and **to be submitted in the Office of ZONAL MANAGER, General Administration Department, UCO BANK, ZONAL OFFICE, 380 Saket Nagar, INDORE, M.P.**
- 1.06. Intending Contractors/Firms shall be issued one Set of Tender Document including Drawings. Intending Contractors shall return 'Filled In' Tender Document with Drawings issued to them along with one photocopied set of the same while submitting their Tender. All pages of Tender Document shall be duly Signed with Seal as per following Instructions:
- A. ENVELOP NO. 1 : **Shall contain EARNEST MONEY DEPOSIT (E.M.D.) in shape of Demand Draft of Rs. 13,000.00 (Rupees Thirteen Thousand) only of any Nationalized Bank, payable at INDORE and Drawn in Favor of 'the Zonal Manager, UCO Bank. This Envelope will be Super-scribed as: ENVELOP-1, E.M.D. FOR TENDER FOR FURNISHING, ELECTRIFICATION & DATA CABLING WORK OF NEW PREMISES OF UCO BANK AT SEHORE.**
  - B. ENVELOP NO. 2 : **Shall contain TENDER DOCUMENT, each Page & Correction / Over-writing duly Signed by the Tenderer, including all Pages of Filled In Financial Bid (Bill of Quantities). This Envelope will be Super-scribed as: ENVELOP-2, FINANCIAL BID FOR TENDER FOR FURNISHING, ELECTRIFICATION & DATA CABLING WORK OF NEW PREMISES OF UCO BANK AT SEHORE.**
- 1.07. Any Commercial or Technical Condition(s) or Deliberation(s) of any sort, having Financial Impact on Tendered Amount shall not at all be indicated by the Tenderers in or on the Envelopes, otherwise the Tender of such Contractor(s) / Firm(s) shall be rejected.
- 1.08. Tenders submitted Late on account of any reason(s), whatsoever, and Telegraphic or Tenders sent by FAX or by E Mails shall not be Accepted and shall be Rejected there & then.

Signature of Contractor

- 1.09.** Sealed Tenders shall be received in the Office of ZONAL MANAGER, General Administration Department, UCO BANK, ZONAL OFFICE, 380 Saket Nagar, INDORE, M.P., till 5.00 P.M. on 12.08.2024 and shall be opened on next Day at the same Place at 3.30 P.M. IN FOLLOWING MANNER, in presence of Tendering Contractor(s) or their Authorized representative(s) who wish to be present at the Time of Opening:
- A. ENVELOP NO. 1: Envelop Number '1' containing EARNEST MONEY DEPOSIT will be Opened at 3.30 P.M. on the 13.08.2024 AT THE FIRST INSTANCE.
- B. ENVELOP NO. 2: Envelop Number '2' containing 'Filled In' Tender Document in (duplicate) will be Opened thereafter the same Day at the same Place, of the Contractors /Firms whose Earnest Money is found Deposited in order as per NOTICE INVITING TENDERS, in presence of Tenderers or their Authorized representative(s) who wish to be present at the Time of Opening and Rates of Opened FINANCIAL BIDS of will be announced then & there.
- 1.10. Earnest Money Deposit (E.M.D.) of Rs. 13,000.00 (Rupees ThirteenThousand) only in shape of Demand Draft of any Nationalized Bank must be enclosed in Envelop - 1 and Tenders not accompanied with required E.M.D. shall be rejected at the Time of Opening ENVELOP - 1.
- 1.11. Tender shall remain Valid for a period of 90 (Ninety) Days after the Date of Opening.
- 1.12. Rejected at then & there First Instance.
- 1.13.. Intending Contractor(s) / Firm(s) are advised in their own interest to inspect the Site of Work so as to acquaint themselves with Location, Site Condition & Nature of the Job involved.
- 1.14. The Undersigned reserves to itself the right & discretion to accept or reject, any or all the Tenders, without assigning any reason(s), whatsoever.

**For any other Information & Technical Clarification, Intending Contractor(s) / Firm(s) may contact our General Administration Department, Zonal Office Indore (Telephone : 0731- 2438300)/Bank's empanelled Architect on any Working Day during Office Hours.**

**- SD-**

**The Zonal Manager,  
UCO BANK, ZONAL OFFICE,  
380, Saket Nagar,  
INDORE.**

Signature of Contractor

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INSTRUCTIONS FOR TENDERERS

- 2.01. Details & Scope of Work to be carried out is indicated in this Document, which also specify the Location where the Work is to be executed. Bidding Contractors/Firms are advised to study the same carefully before Tendering & they be deemed to have fully acquainted themselves with those. Any ignorance about the same shall not be entertained at any stage of Tender or its Execution.
- 2.02. Tenderers in their own interest are advised to inspect & examine Site Conditions but not restricting to the following, which influence or effect the Work or Cost thereof under the Contract:
  - A). Site Conditions including access to Site, existing Roads & other means of communication & transport for use by the Contractor in connection with the Work.
  - B). Requirement and availability of land & other facilities for his stores & workshops etc.
  - C). Ground conditions including those bearing upon transportation, disposal, handling & storage of materials required for the Work or obtained there from.
  - D). Source & extent of availability of suitable materials including water & labor (skilled & unskilled) required for the Work and Laws & Regulations governing their use & employment.
  - E). The type of equipment & facilities needed preliminary for the performance of the Work.
  - F). All other information & other circumstances which may influence or effect the Work or the Cost thereof under this Contract.
- 2.03. Bidders should note that the information, if any, in regard to the Site and local conditions, as contained in this Tender Document has been given merely to assist the Tendering Contractors / Firms and is not warranted to be complete.
- 2.04. Intending Contractors should note & bear in mind that UCO Bank will bear no responsibility for lack of acquaintance of the Site & other Conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge as aforesaid on the part of the Tenderers shall be at their risk & cost and no charges or claims, whatsoever, consequent upon the lack of any information, knowledge or understanding, shall be entertained or payable by UCO BANK.
- 2.05. Immediately on receipt of Tender Document but at least Two Days prior to the Date of Opening of Tenders, the Tenderer may submit in writing any inquiry relating to the Tender Document, Drawings & the Work on matters where clarification(s) or information(s) is desired. The same, If considered appropriate, UCO BANK shall issue corrigendum(s) or amendment(s) to any Condition/ Specification/ Schedule etc., to all Intending Contractors / Firms before the "Last Date of Submission of Tender Document" & Tenders submitted by Bidders will be deemed to cover the effect of such corrigendum or amendment(s) issued and such corrigendum(s) / amendment(s) duly signed by the Tendering Contractors / Firms shall be submitted along with the Tender Document.
- 2.06. Tender shall be submitted on Prescribed Application Form and same should be signed as follows:
  - A). If the Tender is submitted by an individual, it shall be signed by the Proprietor above his full name & name of his Firm with his current business address.
  - B). If the Tender is submitted by Sole Proprietary Firm, it shall be signed by the Proprietor of the Firm above his full name, full name of his Firm and current business address.
  - C). If Tender is submitted by Partnership Firm, it will be signed by all Partners of the Firm above their full names & current business address or by a Partner holding the General Power of Attorney by all Partners of Firm for signing Tender. In such case Power of Attorney in original shall accompany the Tender. A Certified Copy of the Partnership Deed & Current Business Address of all the Partners of the Firm shall also accompany the Tender Document.
- 2.07. The Earnest Money Deposit without any Interest shall be refunded to the unsuccessful Tenderers.
- 2.08. Sealed Envelopes of Tenders with Name of Work & Contractor /Firm written on it, will be received in the Office of Zonal Manager, UCO BANK, Zonal Office, 380, Saket Nagar, Indore, up to 3 PM 09.09.2023. Authorized Representative of UCO BANK shall open Envelopes at the same Place on the same Day at 3.30 P.M. as per Conditions stated in Para 1.09 (A & B) above, in presence of Tendering Firms / Contractors or their Authorized Representative who wish to be present at the Time Of Opening.
- 2.09. Total Time allowed for the carrying out & Final Completion of the Work shall be 25 (Twenty Five) Days including 5 (Five) Days Mobilization Period from the Date of Written Orders to Commence the Work.
- 2.10. Intending Contractors shall reply for all the Questions raised in this Tender Document.
- 2.11. While the Tendering Contractor / Firm signs the Tender Document in an Indian language, the Tender Amount in words shall also be written in the same language.

Signature of Contractor

- 2.12. The Acceptance or Rejection of Tender shall be a total discretion of UCO BANK & it is not bound to accept the Lowest Tender and Reserves the Authority to Accept or Reject any or all the Tenders, without assigning any reason, whatsoever. Decision of UCO BANK to this effect shall be Final & Binding to all the Tenderers and shall be without Appeal. All Tenders, in which any of the prescribed Conditions is not fulfilled or incomplete in any respect, are liable to be rejected.
- 2.13. Earnest Money Deposit amounting to Rs. 13,000.00 (Rupees Thirteen Thousand) only in form of Crossed Bank Draft drawn in favor of the Zonal Manager, UCO BANK payable at Indore, must accompany each Tender in Sealed Envelope-1, as explained in Clause-1.06 above.
- 2.14. Canvassing in connection with the Tender Document is strictly prohibited and the Tender submitted by the Contractor(s) who resorts to canvassing shall be liable for rejection.
- 2.15. The First Lowest Bidding Contractor / Firm shall be informed after Conclusion of Tender Opening by UCO BANK and will be invited to the Office of Z.M., UCO BANK, Indore for NEGOTIATIONS prior to AWARD OF WORK. In case First Lowest Contractor / Firm or their Authorized representative fails to show up for the said NEGOTIATIONS, his / their Tender shall be cancelled and E.M.D. forfeited.
- 2.16. All the Tenderers / Bidders shall furnish a list of their relatives working with UCO BANK or ARCHITECTS along with their Designation & Address of present Posting.
- 2.17. 'Notice Inviting Tender' & this 'Instructions for Tenderers' shall form a Part of the Tender Document along with the empanelment terms and conditions.
- 2.18. Tender for this Work shall remain Open for Acceptance for a period of 90 days (Ninety Days) from the Date of Opening of Envelop - 2. If any Tenderer withdraws his Tender before the said Period, then UCO BANK shall be at liberty to forfeit the Earnest Money deposited by the Contractor / Firm.
- 2.19. In case of any further clarification, Contractors may contact General Administration Department on any Working Day during Office Hours, after taking prior appointment.

(Signature & Seal of the Contractor)

Dated :

Place :

Address :

Signature of Contractor

To

The Zonal Manager,  
UCO BANK, ZONAL OFFICE,  
380, Saket Nagar,  
INDORE.

SUBJECT: SUBMISSION OF TENDER FOR FURNISHING, ELECTRIFICATION & DATA CABLING WORK OF NEW PREMISES OF UCO BANK AT SEHORE.

Dear Sir,

- 3.01. Having visited the Site & examined the Drawing, Conditions of Contract, Specifications, Schedules and Financial Bid Document for the above named Work. I / We offer to execute, complete & maintain part & whole of the said Work, during the Scheduled Time before handing over the Possession of the Completed & Finished Work at the Site, in conformity with the Drawings, Conditions of Contract, Specifications, Schedule & Bill of Cost for the Sum stated in Financial Bid of this Tender Document or such other Sum(s) as may be ascertained with the said Conditions of this Contract.
- 3.02. I /We undertake to complete the whole of the work comprised in this Contract and hand over the finished work at the Site within the Time stated in the Appendix hereto.
- 3.03. I /We agree with the Liquidated Damages for delay stated in the Appendix hereto & agree that same represent a Fair Value of the Loss to be suffered by UCO BANK in case the Work is not completed within Scheduled Time of TWENTY FIVE DAYS, including Granted Extension, if any.
- 3.04. I /We confirm that the Period & Percentage as referred in the Appendix hereto, to which we give our consent and agreed to abide by the same.
- 3.05. I /We agree to abide by the Validity of this Tender Document for the Period of Ninety Days from opening of Tender Document or Extension thereof as required by UCO BANK, and it shall remain binding upon us and may be accepted at any time before the Expiry of that Period.
- 3.06. If this Tender is accepted, I/We undertake to enter into & execute at our cost, when called upon by the Employer to do so, a Contract Agreement on the Prescribed Form & submit the Performance Bank Guarantee as per APPENDIX to General Conditions of this Tender Document. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a binding of Contract between us.
- 3.07. I /We understand that if our Tender is accepted we are to be jointly and severally responsible for the due performance of the Contract.
- 3.08. I / We understand that you are not bound to accept Lowest or any Tender Which you may receive and may reject any or all Tenders without assigning any reason, whatsoever.
- 3.09. I / We agree that item rates quoted by us shall remain firm for the completion of entire work & shall not be subject to any escalation in item rates on whatsoever ground.
- 3.10. I / We hereby Certify the Truth & Correctness of all the Statements made herein.

Yours faithfully,

(Signature & Seal of the Contractor)  
Dated:  
Place:  
Address:

Signature of Contractor

**DRAFT OF AGREEMENT**

(This is a Draft Agreement for information of the Bidders and shall be executed formally with the Selected Contractor after Award of Work on required Revenue Papers.)

- 4.1. THIS AGREEMENT made at this ----- Day Of ----- of 2024 between: the Zonal Manager, UCO BANK, Zonal Office, 380, Saket Nagar, INDORE (hereinafter referred to as Employer which expression, where the context so admits, shall include its successors and assignees of the one Part and M/S ----- shall prevail & having its / their Registered Office at ----- (hereinafter called the Contractor) which expression where the context so admits includes its / their successors.  
  
UCO BANK has decided to entrust the Execution of Furnishing, Electrification & Data Cabling Work of New Premises of UCO BANK at Sehore.
- 4.2. to the aforesaid Contractor for a Consideration payable under this Agreement. The Contractor hereby agrees to Complete Execution of Work & Hand Over Finished Work after Finishing the same in a satisfactory manner, within the Period specified in the Contract.
- 4.3. It is hereby agreed between the Parties as follows :
  - 4.3.1. Time is the Essence of this Agreement and the Work shall be completed in time allotted to the Contractor as per Work Order No. ----- dated -----.
  - 4.3.2. The General Conditions of Contract governing this Agreement shall be as contained in Chapter – 5 with APPENDIX hereto.
  - 4.3.3. The Special Conditions of Contract governing this Agreement shall be as contained in Chapter 7 here to.
- 4.4. Items of Work entrusted to the Contractor, Detailed Specifications of each Item of Work, approximate Quantities of each Item of Work to be executed with required material & labor etc. and Rates payable in respect of each completed Item of Work shall be as contained in Bill of Quantities of.
- 4.5. The Work shall be executed as per Drawings annexed to this Contract and further Drawings & Details issued by Bank's empanelled Architects & Interior Designers from time to time during course of execution till Completion of the Work.
- 4.6. Any/all other Terms & Conditions stipulated with the Offer prior/subsequently to Tendering/Acceptance are treated withdrawn. Only Terms & Conditions referred in General Conditions of Contract, Special Conditions of Contract & Technical Specifications and the Letter of Award of Work shall be applicable.
- 4.7. The Detailed Technical Specifications will be in complete accordance with I.S.I. Codes & Specifications and for Items not contained therein, shall be as elaborated in Technical Specifications approved by the Architect & Interior Designer.
- 4.8. This Agreement has been executed in triplicate and copy there of is kept by the Contracting parties. In witness where of the parties has executed this Agreement on the Day & Year written above.

CONTRACTOR:

Dated :  
Place :

Witness Signature

for UCO BANK

Dated :  
Place :

Witness Name & Address

Signature of Contractor

### **GENERAL CONDITIONS OF CONTRACT**

Except where provided for in the Description of Individual in Schedule of Quantities & in Specifications and Terms & Conditions laid down hereinafter and in Drawings, the work shall be carried as per Standard Specifications and under the Directions and of the Employer / Architect.

#### **5.01 DEFINATIONS**

The Contract Documents consists of Notice Inviting Tender (N.I.T.) Instructions to the Tenderers, Letters of Transmittals, Agreement, General & Special Conditions of Contract, Specifications & Schedule of Quantities (including all Modifications thereof incorporated therein before the Execution) and the Contract Drawings prepared by the Architect from time to time and terms and conditions of the empanelment process. These form the Contract. The Employer, the Architect & the Contractor are those mentioned as such in the Agreement and shall also include their Legal Representative, Assigns foe Successors. They are treated throughout the Contract Document as if each were of the singular number and masculine gender.

5.01.A The Term BANK shall mean UCO BANK, Zonal Office, 380, Saket Nagar, Indore.

5.01.B. The Term Employer shall mean the Zonal Manager, UCO Bank, 380, Saket Nagar, Indore. I and / or any Representatives authorized to act on his behalf.

5.01.C. The Terms Bank's Architect/ Engineer shall mean the Engineer of the Bank deployed by the Employer to look after the Progress of the Work, its Quality & the Site.

5.01.D. The Term Architect shall mean Bank's empanelled architect, and / or any of their Employees or Representative(s) authorized by them.

5.01.E. The Term Tenderer/Tendering Contractor/Intending Contractor shall mean the Individual Contractor/ Firm / Company who Fills this Document and Quotes Rates against this Notice Inviting Tender.

5.01.F. The Term Contractor shall mean-\_\_\_\_\_ (Name & Address of the Contractor) and his / their heirs, legal representatives, assigns & successors.

5.01.G. The Term Work shall mean the Items to be completed as per this Tender Document, its Terms & Conditions, Drawings; Specifications & Instructions issued in writing to the Contractor for satisfactory execution of this Contract and include the labor or materials and / or both.

5.01.H. The Term Site shall mean the Site of actual Work of the Proposed Project under this Contract including any building & erection thereon and any other Space allotted by the Employer for the Contractor's use for Execution of the Work.

5.01.I. The Term Written Notice / Notice in Writing shall mean a Notice Hand Written / Typed / Printed sent (unless delivered in person or otherwise proved to have been received) by Registered Post or by Courier to the last known Private / Business Address or Registered Office of addressee & will be deemed to have been received when in the ordinary course of post if it would have been delivered.

5.01.J. The Term Month shall mean the Calendar Month of the Year.

5.01.K. The Term Building shall mean the Proposed / Existing Buildings where the Work is to be Executed, Boards, Fencing, Verendahs, Corridors etc.

5.01.L. The Term Security Deposit shall mean the Sum Pledged by the Contractor with the Employer for faithful & satisfactory Performance of the Contract.

5.01.M. The Term Earnest Money shall mean the Sum paid along with Tender Document by the Tenderer / Intending Contractor to the Employer so as to bind them for the Quoted Rates.

5.01.N. All Time Limits stated in this Contract Document are the Essence of this Contract.

5.01.O. The Law of the Place of the Work shall govern the Execution of this Contract.

5.01.P. The Term Award of Contract shall mean the written acceptance of Execution of the Work under Tender Document by the Employer to the successful & finalized Contractor.

5.01.Q. Date of Virtual Completion is the Date when Execution of Work is totally finished to satisfaction of the Employer & the Architect in accordance to the Contract and as modified with any Variation Order(s) agreed to by Parties, so that the Bank can occupy the Site for the use it was intended.

**Signature of Contractor**



5.02. CONTRACT DOCUMENT:

The following documents shall constitute this Contract Document:

- a. Notice Inviting Tender,
- b. Instructions for Tenders,
- c. Application Form of Tender,
- d. Articles of Agreement (Draft Agreement),
- e. General Conditions of Contract
- f. Special Conditions of Contract
- g. Specifications, and,
- h. Financial Bid (Bill / Schedule of Quantities).

This Contract Document is Complementary i.e. what is called for in any one of the above shall be as binding as if called for by all the above.

This Contract Document shall remain in the custody of the Employer so as to be available at all reasonable times for the inspection by the Architect or by the Contractor. Immediately after the execution of the Contract, one copy of the Contract Document and two copies of the Contract Drawings shall without charge be supplied by the Employer to the Contractor and one copy of the Contractor Document to the Architect. As soon as possible after the execution of the Contract two copies of the Specifications, Descriptive Schedules or other like Document the Employer to the Contractor shall, without charge supply necessary for use in carrying the Work.

Provided that nothing contained in the Specifications, Descriptive Schedules or other Document shall impose any obligation beyond those imposed by the Contract Document namely by the Contract Drawings, the Contract Bills, the Articles of Agreement and these Conditions.

After Award of the Contract, the Contractor shall without charge be supplied with all such further Drawings & Quantities stated in the Bill of Cost given in the Contract Document are provisional and are meant to indicate the intent of the Work and to provide an uniform basis of Tendering. The Employer reserves the right to increase or decrease any of the Quantities or to totally omit any Item of Work & the Contractor shall not claim any extras or damage on these grounds. Any error in Description or in Quantity or Omission of Items of Work from the Bill of Cost of this Document shall not vitiate the Contract but shall be treated as a Variation.

The Contractor will keep a copy of Specifications, Schedule & other Documents referred to in this Clause and one copy of the Contract Drawings & Details supplied to him from time to time and Written Instructions referred to in Sub Clauses 5.16.1, 5.16.2 & Clauses 5.09 & 5.30, upon the Site so as to be available to the Architect or his representative at all reasonable times. None of the documents hereinbefore mentioned shall be used by the Contractor for any purpose other than this Contract & neither the Employer nor the Architect will divulge or use except for the purpose of this Work. Upon Final Payment under Sub Clause 5.31.6. of these Conditions, the Contractor shall return, if so desired by the Employer or the Architect, all Drawings, Details, Specifications, Descriptive Schedule & other Documents of like nature related to this Contract.

5.03. TYPE OF CONTRACT:

This Contract will be an Item Rate Contract. The Contractor shall be paid for actual quantity of the Items of Work executed by him under the directions of the Architect and as measured at the Site, at the Rates quoted by the Contractor in the Financial Bid of the Tender Document.

5.04. SCHEDULE OF QUANTITIES:

Schedule of Quantities given in FINANCIAL BID (Bill of Cost) of this Document is Provisional & is meant to indicate Intent of the Work & to provide an Uniform Basis for Tendering. The Employer reserves the Right to increase or decrease any of the Quantities or to totally omit any of the Items of the Work and the Contractor shall not claim any extras or damages on these grounds.

Signature of Contractor

5.05. CONTRACT DRAWINGS :

5.05.1. In general the Drawings shall indicate Dimensions, Positions & type of Construction, the Specification shall indicate the Quality & Methods and the Schedule of Quantities shall indicate the Quantity & Rate of each Item of Work. Any work indicated on the Drawings & not mentioned in the Specifications or vice versa, shall be furnished as though fully set forth in both. The Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.

5.05.2. The Contractor's Work shall not deviate from Drawings & Specifications. The Architect Interpretation of these Documents shall be final, binding & binding without appeal.

5.05.3. Errors or Inconsistencies discovered in Drawings & Specifications shall be promptly brought to the notice of the Architect for interpretation or correction. If at any time it is discovered that any Item of Work is not in accordance with the Contract Drawings & Specifications, the Contractor shall rectify & correct the same immediately. Corrections of any defective Work shall not become basis for any Claim or Extension of Time.

5.05.4. Figured Dimensions on Drawings and Large Size Details will be the basis of execution & no Dimension on Drawing will be measured by Scale. Any Work done before receipt of such Details, if not as per the same, will be removed & replaced or adjust or adjusted as directed by the Architect to the Contractor without expense to Employer. This Condition shall apply to all the Items of Work including Authorized Extra Items.

5.05.4. All Drawings, Schedule of Quantities, Specifications & Copies thereof given by C.B.I. are Bank's property & shall not be used for any other work and shall be returned to the Employer on his request after Completion or Termination of this Contract.

5.06. CONTRACT SUM:

The Contract Sum shall not be adjusted or altered in any way, whatsoever, otherwise than in accordance with the express provisions of these Conditions & Subject to Clause 5.05.2 of these Conditions. Any error whether mathematical or in the computation of the Contract Sum, shall be deemed to have been accepted by the Parties hereto.

5.07. CONTRACT BILLS:

5.07.1. The Quality & the Quantity of Items of Work included in the Contract deemed to Sum shall be that which is set out in the Contract Bills, unless otherwise expressly stated in respect of any specified Item, shall be deemed to have been prepared in accordance with the principals of standard methods of measurements of Building Works last issued by the "Indian Standard Institution".

5.07.2. Any error in Description of Specification or Omission of any Item from BOQ will not vitiate the Contract but will be corrected & deemed to be Variation required by the Architect.

5.08. SCOPE, EXTENT AND INTENT:

5.08.1. SCOPE: General Character & Scope of Work is illustrated & defined by Specifications in Financial Bid & Drawings. If Contractor finds any Discrepancy or Divergence between the Drawings & Specifications, he will bring same to the notice of Architect in writing stating the discrepancy or divergence and the Architect shall issue the necessary instructions.

5.08.2. EXTENT: The Contractor shall carry out & complete the Work in every respect as per this Contract & directions of & to the reasonable satisfaction of Architect. The Architect may in his absolute discretions & from time to time, issue further Drawings, Details and/or Written instructions/Explanations, which are jointly referred to as Architect Instructions. All such Drawings & Instructions shall be consistent with Contract Document, true developments thereof and reasonably inferable therefrom.

Signature of Contractor

- 5.08.3 INTENT: Intention of this Document is to include all labor & materials, equipment and transportation necessary for the proper execution of the Work. All such Drawings & Instructions shall be consistent with Contract Document, true Development thereof & reasonably inferable there-from. Materials stated in words which so applied have well known technical or trade meaning will be held to refer to such recognized standard.

5.09. ARCHITECT'S INSTRUCTIONS:

- 5.09.1. The Contractor shall forthwith comply with & duly execute any Item of Work comprised in such Instructions issued to him by the Architect in regard to any matter, in respect of which the Architect is expressly empowered (in consultation with Bank) by these Conditions to issue Instructions, provided always that verbal instructions, directions & explanations given to the Contractor by the Architect shall, if involving a variation, be confirmed in writing. If within seven days after receipt of a written notice from the Architect, requiring compliance with an Instruction, the Contractor does not comply herewith, then the Employer may employ & pay other person(s) to execute any Item of Work, whatsoever, which may be necessary, give effect to such Instructions and all Cost incurred with such employment shall be recoverable from the Contractor by the Employer as a debt and/or may be deducted by the Employer from any monies due or to become due to the Contractor under this Contract.
- 5.09.2. Upon receipt of what purports to be Instruction issued to him by the Architect, the Contractor may request them to specify in writing under the provision of this Condition which empowers the issue of the said Instruction. The Architect shall forthwith entertain such request and if the Contractor shall thereafter comply with the said Instruction, then the issue of same will be deemed for all purpose of this Contract to have been empowered by the provisions of this Condition, specified by the Architect in answer to the Contractor's request.
- 5.09.3. All Instructions issued by the Architect shall be in writing. Any Instruction issued orally shall be of immediate effect, but shall be confirmed in writing by the Contractor to the Architect & the Employer within seven days, and if not descended by the Architect in writing or by the Employer to the Contractor within seven days from receipt of the Contractor's Confirmation. The same shall take effect as from the expiration of the later said seven days,

PROVIDED ALWAYS,

- A.** That if the Architect within seven days of giving such oral instruction shall himself confirm the same in writing, then the Contractor shall not be obliged to confirm as aforesaid & the said instruction shall take effect as from the date of the Architect confirmation, and,
- B.** That if neither Contractor nor Architect shall confirm such an oral instruction in the manner & at the time aforesaid but the Contractor shall nevertheless comply with the same. Then the Architect may confirm the same in writing at any time prior to the issue of the Final Certificate, and the said instruction shall thereupon be deemed to have taken effect on the date on which it was issued.

5.10. FACILITIES AND CO-OPERATION:

In case Items of Work shown in Drawings are not included in Schedule of Quantities of the Tender Document, the Contractor shall provide necessary facilities & co-operation for any Sub Contractor or Supplier who may be appointed by the Bank for completion of Work & will do necessary cutting, filling or patching of his `required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown in or reasonably implied by Drawings & Specifications for Completed Work and shall make good after them as the Architect may direct. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the Work and shall not cut or alter the work of any Contractor without the consent of the Architect.

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- 5.11. **SETTING OUT:**  
The Architect will determine any Lines & Levels which may be needed for Execution of the Work as per Drawings & Specifications and shall furnish to the Contractor by way of dimensioned Drawings, such information as shall enable the Contractor to Set out the Work in accuracy. The Contractor will Set out & Level the Work and be fully responsible for accuracy of the same. He shall provide all the instruments & attendance required by the Architect for checking the work. The Contractor shall, entirely at his own cost, amend to the satisfaction of the Architect, any error found at any stage & which may arise because of inaccurate setting or leveling etc.
- 5.12.1. **SITE :**
- 5.12.2. **SITE VISIT :** before submitting filled in Tender Document, Contractor will visit & examine the Site & satisfy himself to nature of Existing Roads & other means of communication & Characters, correct dimensions of the Work & facilities for obtaining any special article(s) called for in Specifications of Contract. It is understood that Contractor has obtained general information on matters relating to the location of Site & its surroundings, which may effect continuation, progress & completion of Work.  
No extra charges made in consequence of any misunderstanding or incorrect information on any of these points or on grounds of insufficient description will be allowed. Should the Contractor, after visiting Site, find any discrepancy/omission/ambiguities or conflict in or among Contract Document, or he is in doubt as to their meaning, he shall bring the questions to the Architect attention, not later than seven days before the Last Date of Submission of filled in Tender Document.
- 5.12.3. **POSSESSION OF SITE:** The Contractor shall be allowed admittance to the Site during Mobilization Period before or on the Date of Commencement as stated in the APPENDIX. The Contractor shall thereupon & forthwith begin the execution of Work and shall regularly proceed with and complete the same on or before the Date of Completion stated in the APPENDIX, subject nevertheless to the Provision for 'Extension of Time' hereinafter contained.
- 5.13. **SAMPLES & SHOP DRAWINGS:**
- 5.13.1 After Award of the Contract, the Contractor shall furnish for approval of the Architect, with such promptness as to cause no delay, Samples & Shop Drawings required by the Architect or by Specifications. Samples will be delivered as directed by the Architect. A Schedule giving Dates for Submission of Samples will be included in Schedule described in Clause (5.14). Unless specifically asked, all Samples must be submitted within seven days of signing the Contract.
- 5.13.2 The Architect shall check & approve such Samples, with reasonable promptness, for conformity with the Design Concept of the Work & for compliance with the information in the Contract Document. The Work shall be in accordance with the approved Samples.
- 5.14. **PROGRESS CHARTS:**  
Contractor will prepare Progress / Bar Charts, Pert Charts & submit same for approval of Architect & Record within seven days of Award of Contract. Charts will indicate expected Date of Commencement & Completion of each Items of the Work and shall be in a Form approved by the Architect. The Charts shall also indicate the scheduling of Samples & Shop Drawings.
- 5.15. **ACCESS FOR THE ARCHITECT & ENGINEER IN CHARGE TO THE WORK:**  
The Architect, Site Engineer & their representatives shall at all reasonable times have access to Site & to the workshops or other places of the Contractor where any Item of Work is being made for the Contract & when any Item of Work is to be so made in workshop or other places of a Sub Contractor (weather or not Nominated Sub Contractor as defined in Clause 5.26), the Contractor shall have a term in Sub Contract so as to secure a similar right of access to those workshops or places for the Architect, Engineer in Charge & their authorized representatives and shall do all things reasonably necessary to make such right(s) effective.
- 5.16. **STATUS & DECISION OF ARCHITECT:**
- 5.16.1. **STATUS:** Architect will be Employer's Representative during Execution and he shall periodically visit the Site to finalize himself generally with progress & quality of the Work & to determine in general if the Work is proceeding as per Contract Document.

He shall not be required to make exhaustive or continuous Visits. During such Visits & on the basis of his observations, he shall keep the Employer informed of progress of Work & shall endeavor to guard the Bank against defects & deficiencies in Work of Contractor and will condemn any Item of Work which fails to confirm to Drawings & Specifications of Contract Document. He shall have authority to act on behalf of the Employer only to the extent expressly provided in this Document or otherwise in writing, which shall be shown to Contractor. He shall have the authority to stop the execution of any Item whenever such stoppage is required to ensure proper execution of the Contract.

The Architect will be, in the first instance, the interpretation of Conditions of this Contract & the Judge of its performance. He shall side neither with the Employer nor with Contractor but shall use powers under the Contract to enforce its faithful performance by both. If the appointment of the Architect is terminated, the Employer shall appoint a capable Architect against whom the Contractor shall make

no objection and whose status under the Contract shall be that of former Architect. Any dispute in connection with such appointment shall be subject to Arbitration.

5.16.2. DECISION: Architect shall, within logical time, make decisions on all claims of the Employer & the Contractor and all other matters relating to execution & progress of Work or interpretation of the Contract Document. The Architect may, in his/her absolute discretion( after consultation with Bank) & from time to time, issue further Drawings, Details or Instructions, Directions & Explanations in regard to:

- A. Variation or Modifications of the Design.
- B. Quality or Quantity of Work or Additions/Omissions/Substitutions of any Item of Work.
- C. Any Discrepancy in or Divergence between the Drawings and/or the Specifications.
- D. The removal and/or re-execution of any Item of Work executed by the Contractor.
- E. The dismissal from the Work/Site, of any person(s) employed thereupon.
- F. The opening up for inspection of any Item of Work covered up.
- G. The amending & making good of any defects under Defects Liability Period.
- H. The removal from the Site of any materials brought thereon by the Contractor and the Substitution of any other material therefore.
- I. Delay & Extension of Time.
- J. Postponement of any Item of Work to be executed under the provision of this Contract.

5.16.3 DISMISSAL: Contractor will on the request of the Architect, immediately dismiss from the Work/Site, any person employed thereon by him who may, in the opinion of Architect, be incompetent or misconducts & such person will not be again employed on the Site without the permission of the Architect.

5.17. PERFORMANCE BOND :

During Execution of the Work, the Employer will deduct from Interim Payments to the Contractor a Security Deposit for Due Performance of the Contract. Security Deposit together with Earnest Money will be equal to that referred to in APPENDIX to these Conditions. This Performance Bond will be in a form approved by Employer and shall remain deposited with the Employer till the end of the 'Defects Liability Period' referred to in the APPENDIX. The Employer on this Security Deposit will pay no Interest to the Contractor. This Security Deposit shall indemnify the Employer for loss from defects arising from any Clause under this Contract or due to the failure of the Contractor to promptly carry out any matter arising under this Contract.

5.18. CLERK OF WORK :

The term Clerk of Work(COW) shall mean a person appointed & paid by the Bank to inspect Work. The Contractor will afford the COW every facility & assistance for inspecting Work & materials and for checking the time. Neither COW nor any Representative of Architect will have power to Set Out any Item of Work or to revoke/alter/increase/decrease or relax any requirement of Contract or permit any Item, Addition, Alteration, Deviation or Omission or any Extra Work whatever, except in so far as such authority may be specially conferred by written Order of the Architect, COW or representative of the Architect shall have the power to give notice to the Contractor or to his representatives, of non-approval of any Item of Work or materials, and such Items of Work shall be suspended or the use of such materials will be

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discontinued until decision of the Architect is obtained. The Architect, the COW or Architect's Representatives, from time to time, will check the Work, but such examination shall not in any way exonerate the Contractor from his obligation to remove & remedy defects which may be found to exist at any stage of the Work or after the same is completed. Subject to the limitation of this Clause, the Contractor shall take instructions only from the Architect

5.19. CONTRACTOR'S FIELD ORGANIZATION & EQUIPMENTS :

5.19.1. SITE IN CHARGE: The Contractor shall constantly keep on Work, during its progress, one or more qualified Engineer as Site in Charge, who will be responsible for carrying out of Work to the true meaning of Drawings, Specifications, Schedule of Quantities & Architect's Instructions & Directions, to the satisfaction of the Architect. Any Direction or Instruction given to the Site in Charge by the Architect shall be deemed to have been issued to the Contractor. Attention is called to the importance of requesting Instructions from the Architect before undertaking any Item of Work where Architect's Instructions or Directions are required. Any such Item of Work done in advance of such Instructions shall be liable to be removed & rectified.

5.19.2. EQUIPMENT: The Contractor will provide & install all necessary hoisting, ladders, Scaffolding, tools tackles, plants etc. and all transport for carriage of materials & mechanical equipments for proper carrying out of execution of the Work to the satisfaction of the Architect.

5.19.3. OFFICE: The Contractor will provide, erect & maintain, wherever directed, simple Site Office for the foremen & Clerk of Work. This accommodation shall be well lighted & ventilated and provided with chairs, a table & drawers for keeping Drawings & Copy of Tender Document and a tack board for displaying Drawings, Samples, Progress Charts etc. This Site Office shall be demolished & debris removed, whenever directed by the Employer.

5.19.4. WATCHMEN: The Contractor shall make his own security arrangements to guard the Site & Premises at all times at his own expenses. Security arrangements shall be adequate so as to maintain a strict control on the movement of materials & labor. The Contractor shall extend the security arrangements to guard the materials, stores in the premises by the Sub Contractor.

5.19.5. STORAGE OF MATERIALS: The Contractor shall provide, erect & maintain sheds for storage & protection of materials and also for Execution of any Item of Work to be prepared on the Site. These Temporary Structures shall be made at a place required by the Employer.

5.19.6. SCAFFOLDINGS, STAGINGS, GUARDINGS: Contractor shall provide scaffolding, staging, temporary stairs required during execution. Support for scaffolding, staging & temporary stairs shall be strong & adequate for the Particular situation the temporary access to the various parts of the premises under execution shall be rigid & strong enough to avoid any chance of accident. The arrangements proposed shall be subject to the approval of the Architect.

5.20. TAXES:

The Contractor will add to amount of his tender, amount of Sales Tax, Tax on Contract Work, Labor Cess, Duty or any other Tax for Octroi etc., legally payable and it shall be assumed that his Rates cover for all Taxes & Duties and no Claim on this account shall be entertained.  
GST ( CGST & SGST ) Will Be paid extra as applicable.

5.21. STATUTORY OBLIGATIONS, NOTICES, FEES & CHARGES:

5.21.1. The Contractor will comply with and give all notices required by Government Authority & Rule, Order or Instrument made under any Act of Parliament or any Regulation or Bye Law of State Govt. or any Authority relating to the Work or with whose system same is & will be connected. The Contractor, before making any variation from the Drawings & Contract Bills, shall give to the Architect a written notice stating reasons for such variations & the Architect may issue Instructions in regard to that. If within 7 days of having given written notice the Contractor does not receive any instructions, he shall proceed with Work as per Rules, Order or Regulation in question & any Variation thus required shall be a Variation required by the Bank.

5.21.2. The Contractor will pay and indemnify the Employer against liability in respect of any fees or charges (including any Rates & Taxes) legally demandable under any Act of Parliament, Instrument, Rule or Order or of any Local Authority in respect of the Work.

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5.22. ROYALTIES & PATENT RIGHTS :

All Royalties or other sums payable in for the supply & use in carrying out Work as desired by or referred to in Contract Bills of any Patented Articles, Process or Inventions will be deemed to have been included in Contract Sum and the Contractor shall indemnify the Employer from & against all Claims, Proceedings, Damages, Costs, Expenses which may be brought or made against the Employer or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such Articles, Process & Invention.

5.23. LISCENCES & PERMITS FOR MATERIALS UNDER GOVERNMENT'S CONTROL:

Licenses & Permits for materials under Government Control will be obtained by the Contractor through the cooperation & help of the Employer. The Contractor shall include in his Tender, all transport charges and other expenses likely to be incurred to bring such materials to the Site.

5.24. INCOME TAX DEDUCTION AT SOURCE :

Income Tax at the applicable rates including surcharge, if any, shall be deducted by the Employer from the Interim and Final Payments of the Contractor and Tax Deduction Certificate to this effect will be issued to the Contractor by the Employer.

5.25. ASSIGNMENT OR SUB LETTING :

The Contractor shall not, without written consent of the Architect, assign this Contract and shall not, without the written consent of Architect (which consent shall not be unreasonably withheld to the prejudice of the Contractor) sublet any portion of the Work.

5.26. SUB-CONTRACTOR :

As soon as possible before awarding any Sub-Contract, Contractor will notify the Architect in writing the name(s) of Sub-Contractor(s) proposed for the principle parts of the Work and for such other parts as the Architect may direct and shall not employ any to whom the Architect or the Employer may have a reasonable objection. The Architect however shall have power to obtain estimate and select other agencies to carry out any of the work as described below.

5.26.1. All specialists, merchants, tradesmen & others executing any works or supplying & fixing any goods, who may be nominated or selected by the Architect or the Employer, shall be deemed to be Sub Contractors employed by the Contractors and are to be referred as nominated Sub-Contractors. NoNominated Sub-Contractor shall be employed on or in connection with the Work against whom the Contractor shall make reasonable objection or (save where the Architect & Contractor shall otherwise agree) who shall not enter into a contract providing :

- A. That the Nominated Sub-Contractor shall carry out & complete the Sub Contract works in every respect to the reasonable satisfaction of the Contractor and of the Architect and in conformity with all the reasonable directions & requirements of the Contractor.
- B. That the Nominated Sub Contractor shall observe, perform & comply with all the provisions of this Contract on the part of the Contractor to be observed, performed and complied with (other than Clause 5.47. (A) of these Conditions, if applicable) so far as they relate & apply to the Sub-Contract works or to any portion of the same.
- C. Nominated Sub-Contractor will indemnify Contractor against same liability for Sub Contract work as those for which the Contractor is liable to indemnify the Employer in this Contract.
- D. That the Nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of Sub-Contractor, his servants or agents or any misuse by him of any plant, and shall insure himself against any such claims and produce the policy, or policies and premium as and when required by the Contractor or Architect.
- E. That payment in respect of any work, material & goods comprised in the Sub-Contract shall be made with in fourteen days after receipt by the Contractor of the Architect Certificate under Clause 5.29 of these conditions which states as due an amount calculated by including the total value of such work, materials or goods, and shall when

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due be subject to the retention by the Contractor of the sums mentioned in sub-paragraph (j)).

- F. That the Architect & his representative shall have right to asses to the workshops and other places of the Nominated Sub-Contractor as mentioned in Clause 5.15 of these Conditions.
- G. That the Sub-Contract work shall be completed within the period or (where they are to be completed in sections) periods therein specified, that the Contactor shall not without the written consent of the Architect, grant any extension of time for the completion of Sub-Contract work or any section thereof, and that the Contractor shall inform the Architect of any representation made by the Nominated Sub-Contractor as to the cause of any delay in the progress of completion of the Sub-Contract work or of any section thereof.
- H. That if the Nominated Sub-Contractor fails to complete the Sub-Contract work or (where the Sub-Contract work is to be completed in parts) any part thereof, within the period therein specified or within any extended time granted by the Contractor with the written consent of the Architect, and the Architect Certifies in writing to the Contractor that the same ought reasonably so as to have been completed, the nominated Sub-Contractor shall pay or allow to the Contractor either a sum calculated at the rate therein agreed as Liquidated and Ascertained Damages for the period during which the said work or any part thereof, as the case may be, shall so remain or have remained incomplete or (where no such rate is therein agreed ), a sum equivalent to any loss or damage incurred by the Contractor and caused by the failure of the Nominated Sub-Contractor as aforesaid.
- I. That the Contractor shall retain from the sum directed by the Architect having been included in calculation of Amount stated as due in any Certificate issued under Clause 5.31 in respect of the Total Value of the Work, Materials or Goods executed or supplied by the Nominated Sub-Contractor, the percentage of such Value named in the APPENDIX to these Conditions, as Certified Value retained up to a total amount not exceeding a sum which bears the same ratio to the Sub-Contract Price as the unreduced sum named in the APPENDIX as Limit of Retention Fund, bears to the Contract Sum; and that the Contractor's interest in any sums so retained (by whomsoever held) shall be fiduciary as trustee for the Nominated Sub-Contractor (but without obligation to invest); and that the Nominated Sub Contractor's beneficial interest in such sums shall be subject only to the right of the Contractor to have recourse thereto from time to time for payment of any amount which he is entitled under the Sub-Contract, to deduct from any sum due or to become due to the Nominated Sub-Contractor; and that if & when such sums or any part thereof are released to the Nominated Sub-Contractor, they shall be paid in full, if paid within fourteen days of the date fixed for their release in the Sub-Contract.

5.26.2. Before issuing any Certificate under Clause 5.31, the Architect may instruct the Contractor to furnish to him reasonable proof that all amounts included in calculation of the amount stated as due on old Certificates for the Total Value of the Work, Materials or Goods executed / supplied by any Nominated Sub-Contractor, have been discharged and if the Contractor fails to comply with any such instruction of the Architect, then the Architect will issue a CertificateTothe effect and thereupon the Bank may pay such amount to Nominated Sub-Contractor concerned and deduct the same from any sums due or to become due to the Contractor.

5.26.3 A. The Contractor will not grant to any Nominated Sub-Contractor, any extension of the period within which the Sub Contract Work or any part thereof is to be completed without written consent of the Architect/ Bank. Provided always that the Contractor shall inform the Architect of any representation made by the Nominated Sub Contractor as to the cause of any delay in the progress or completion of the Sub Contracted Work or any part thereof and that the consent of the Architect shall not be unreasonably withheld.

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- B. If any Nominated Sub Contractor fails to complete the Sub Contracted Work or (where the Sub Contract Works are to be completed in parts) any part thereof within the period specified in the Sub Contract or within the extended time granted by the Contractor, with the written consent of the Architect, then if the same ought reasonably so to have been completed, the Architect shall Certify in writing accordingly. Any such Certificate shall be issued to the Contractor and immediately upon issue, the Architect shall send a duplicate copy thereof to the Nominated Sub Contractor.
- 5.26.4. If Architect desires to secure Final Payment to any Sub Contractor before Final Payment is due to the Contractor and if such Sub Contractor has satisfactorily indemnified the Contractor against any defects, then Architect may in an Interim Certificate include an amount to cover said Final Payment & thereupon the Contractor will pay to such Nominated Subcontractor an amount so Certified. Upon such Final Payment the amount named in the APPENDIX to these Conditions as Limit of Retention Fund will be reduced by the sum which bears the same ratio to the said amount as does such Sub Contractor's subcontract to Contract Sum & save for defects, Contractor will be discharged from liabilities for Work, Materials or Goods executed or supplied by such Sub Contractors under the Sub Contract to which the payment relates.
- 5.26.5. Neither existence nor the exercise of the forgoing powers or anything else contained in these Conditions shall render the Employer in any way, liable to any Nominated Sub Contractor.
- 5.26.6. If Contractor in ordinary course directly carried out any work for which Prime Cost or Provisional Sum is included in the Contract Bills & the Architect is prepared to receive Tenders from other Contractors for such Items, then the Contractor will be permitted to Quote for the same or any of them but without prejudice to the Employer's Right to reject the Lowest or any Tender. If the Contractor's Tender is accepted, he will not sublet Work without Architect's written consent.
- 5.26.7. It shall be a Condition of any tender accepted under this Para that the Clause – (5.30) of these Conditions shall apply in respect of the Item Work included in the Tender as if for the reference therein to the Contract Drawings & the Contract Bills there were references to the equivalent documents included in or referred to in the Tender.
- 5.26.8. The Contractor shall allow for general attendance upon Subcontractors including use of plant, scaffolding & allow them the use sanitary conveniences, storage facilities for storing materials & other amenities and affording them all reasonable facilities for carrying out their Contract.
- 5.27. PRIME COST :
- Following provisions of these Conditions will apply where Prime Cost Sums are included in the Contract Bills or arises as a result of Architect Instructions given in regard to the expenditure of Provisional Sums in respect of any Materials or Goods to be fixed by the Contractor.
- 5.27.1 Such sums will mean that net cost to be defrayed as Prime Cost less any discount & shall include Sales Tax, other Taxes, Duties & cost of packing, carriage & delivery. Provided that where in the opinion of Architect, the Contractor has incurred expense for special carriage, such expense shall be allowed as a part of the sums actually paid by the Contractor.
- 5.27.2 Such sums will be spent in favor of such persons as the Architect will instruct & all Merchants, Tradesmen or others who are nominated by the Bank to supply materials or goods are hereby declared to be Suppliers to the Contractor & are referred to in these Conditions as 'Nominated Suppliers', provided that the Architect shall not (save where the Architect & the Contractor will otherwise agree) nominate a person who will not enter into a Contract of Sale which provides :
- A. That materials or goods to be supplied will be to the satisfaction of the Architect.
- B. That Nominated Supplier will make good by replacement, any defect in materials or goods supplied, within such period as is therein stated & shall bear any expense reasonably incurred by the Contractor as a direct consequence of such defects, provided that :

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- i). Where materials or goods have been used or fixed and defects are not such that examination by the Contractor ought to have revealed them before using or fixing.
    - ii). Such defects are solely due to defective workmanship or materials & not caused by improper storage by Contractor or misuse or by any act/neglect of the Contractor, the Architect or the Bank or by any person(s) for whom they may be responsible.
  - C. That the delivery of the materials or goods supplied shall be commenced & completed at such times as the Contractor may reasonably direct.
- 5.27.3. All payment by the Contractor for materials or goods supplied by a Nominated Supplier will be in full & shall be paid within thirty days of the end of the Month during which delivery is made.
- 5.28. ARTISTS & TRADESMEN :  
The Contractor will permit execution of Work not forming a part of this Contract, by tradesmen, artists or others engaged by Bank. All such persons will, for purposes of Clause 5.45, be deemed to be persons for whom the Employer is responsible and not be a Sub Contractor.
- 5.29. SEPARATE CONTRACTS :  
Employer reserves the right to let other Contracts in connection with this Work under similar terms & conditions. The Contractor shall afford other Contractors reasonable opportunity for the introduction in storage of their materials & the execution of their works, and shall properly connect & co-ordinate his Work with theirs. If any part of the Contractor's Work depends for execution or results upon the work of any other Contractor and the Contractor shall inspect & promptly report to the Architect any defects in such work that render it unsuitable for such proper execution & results. Failure of the Contractor to so inspect & report shall constitute an acceptance of the other Contractor's work as fit & proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of the Work, to ensure the proper execution of a subsequent work, the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work & the Drawings.
- 5.30. VARIATIONS, PROVISIONAL & PRIME COST SUMS :
  - 5.30.1 The Architect may issue instructions requiring a Variation & he may sanction in writing any Variation made by the Contractor otherwise than pursuant to an Instruction of Architect. No Variation required/Sanctioned by Architect shall vitiate this Contract.
  - 5.30.2 The term 'Variation' used in these Conditions means the Alteration(s) or Modifications of Design, Quality or Quantity of the Work as shown upon in the Drawings & desired by or referred to in the Contract Bills & includes the Addition, Omission or Substitution of any Item of Work, the Alteration of the kind or standard of any of the Materials or Goods to be used in the Work and removal from the Site of any Item of Work, Materials or Goods to be used in the Work & executed or not thereon by the Contractor for the purposes of the Work which are not in accordance with the Contract.
  - 5.30.3 The Architect shall issue Instructions in regard to the expenditure of Prime Cost & Provisional Sum(s) Included in the Contract Bills & of Prime Cost Sum(s) which arise as a result of Instructions issued in regard to the expenditure of Provisional Sum(s).
  - 5.30.4 All Variations required by the Architect or subsequently sanctioned by him in writing and all Work executed by the Contractor for which Provisional Sum(s) are included in the Contract Bills (other than work for which a Tender made under Clause 5.27.7. of these Conditions has been accepted) shall be measured & valued by the Architect, who shall give to the Contractor, an opportunity to be present at the time of such measurement and of taking such notes & measurements, as he may require. Valuation of variations and of the Work executed by the Contractor for which a Provisional Sum is included in the Contract Bills, (other than work for which a tender has been accepted as aforesaid) unless otherwise agreed shall be made in accordance with the following rules:

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- A. The price in the Contract Bills shall determine the valuation of work of similar character or executed under similar conditions as work priced therein.
  - B. The said prices, where work is not of similar character or executed under similar Condition as aforesaid, shall be the basis of the prices for the same so far as may be reasonable, failing which a fair valuation thereof shall be made.
  - C. Where the Work cannot properly be measured and valued, the Contractor shall be allowed day work rates on the prices prevailing when such work is carried out.
    - 1. At the rates, if any, inserted by the Contractor in Contract Bills or in the Tender, or
    - 2. When no such rates have been inserted, at the rates prevailing in market for thematerials& labor and at the Control Rates for the Controlled Materials including in all cases the rate for delivery of materials at the Work. Provided that in any case voucher specifying the time daily spent upon the Work (if required by Architect, the workmen's name) & materials employed shall be delivered for Verification to the Architect or his Authorized Representatives, not later than the end of the week following that in which the Part of Work has been executed.
  - D. The Prices in the Contract Bills shall determine Valuation of Items omitted, provided that if omissions substantially conditions under which any remaining Item(s) of Work are carried out, the Prices for such remaining Items shall be valued under Sub Clause 5.30.4.2.
- 5.30.5 Effects shall be given to the measurements & valuation of Variations under Sub Clause 4 of this Condition in Interim Certificates & by adjustment of the Contract Sum; and effect will be given to measurements and valuation of Item of Work for which a Provisional Sum is included in the Contract Bills under the said Sub Clause, in Interim Certificate & by adjustment of the Contract Sum in accordance with the Sub Clause 5.31.5 of these Conditions.
- 5.30.6 If upon written application made to him by the Contractor, the Architect is of the opinion that a variation or execution by the Contractor of any Item of Work for which a Provisional Sum is included in the Contract Bills (other than for the Items of Work for which a Tender made under Clause-5.26.6 of these Conditions has been accepted) has involved the Contractor in direct loss and/or expense for which he would not be reimbursed by payment in respect of a valuation made in accordance with the Rules contained in Sub Clause (4) of this Condition and if the said application is made within a reasonable time of loss or expenses having been incurred, then the Architect shall ascertain the amount of such loss or expense. Any amount, from time to time so ascertained, shall be added to the Contract Sum, and if an Interim Certificate is issued after the date of such ascertainment, any such amount shall be added to the amount which would otherwise be stated due in such Certificate.
- 5.31. CERTIFICATES & PAYMENT :
- 5.31.1 At the period of Interim Certificate as per Appendix to these Conditions, the Architect shall issue a Certificate stating the amount due to Contractor by the Bank & the Contractor be entitled to payment therefore within the period for honoring Certificates named in the Appendix to these Conditions Interim Valuations shall be made whenever due as per Appendix to these Conditions. The amount stated due in Interim Certificate shall subject to any agreement between the Parties as to stage payments, be the total value of the Work properly executed and of the materials and goods delivered to or adjacent to the Work, for use thereon up to and including a date not more than seven days before the date of the said Certificate, less any amount which may be retained by the Employer (as provided in Sub-Clause-3 of this Condition) and less any installments previously paid under this Condition, provided that such Certificate will only include the value of said materials and goods from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the Work and then only if adequately protected against weather or other casualties.

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- 5.31.2 The Bank may retain a Percentage of Total Value of Work, materials & goods referred to in Sub Clause-2 of this Condition as per Appendix to these Conditions as Retention Percentage. Provided always that when the sum of the amounts so reduced equals the amount named in said Appendix as the Limit of Retention Fund or that amount as reduced in pursuance of Clause – 5.26.J of these Conditions, as case may be, no further amount shall be retained by virtue of this Sub-Clause.
- 5.31.3 Amount retained by virtue of Sub Clause-3 of this Condition will be subject to following Rules:
- A. The Employer's interest in any amount so retained shall be fiduciary as trustee for the Contractor (but without obligation to invest), and the Contractor's beneficial interest therein shall be subject only to the right of the Employer to have the course there to from time to time for payment of any amount which he is entitled under the provisions of this Contract to deduct from any sum due or to become due to the Contractor.
  - B. On issue of the Certificate of Virtual Completion, the Architect shall issue a Certificate for one moiety, of the total amounts then so retained and the Contractor shall be entitled to payment of the said moiety within period named in the Appendix to these Conditions.
- 5.31.4
- A. Measurement & Valuation of the Work will be completed within the period of Final Measurements & Valuation stated in the Appendix to these Conditions, and the Contractor will be supplied with a copy of the priced bill of variations not later than the end of said period and before the issue of the Final Certificate under Sub-Clause-6 of this Condition.
  - B. Either before or within reasonable time after Virtual Completion of Work, the Contractor send to the Architect all documents necessary for the purposes of the computation required by these Conditions including all documents relating to the accounts of Nominated Sub Contractors and Nominated Suppliers.
  - C. In settling of accounts, the amount paid or payable under the appropriate Contracts by the Contractor to the Nominated Sub Contractors or Suppliers, the amounts paid or payable by virtue of Clause – 5.21.2 of these Conditions in respect of fees & charges for which a provisional Sum is included in the Contract Bills, the amounts paid or payable in respect any insurance maintained as per Clauses- 5.46 & 5.47.A of these Conditions, the Tender Sum (or such other sum as is appropriate in accordance with the terms of the Tender) for any work for which a Tender made under Clause- 5.26.6 of these Conditions is accepted and value of any Work executed by the Contractor for which a Provisional Sum mentioned in the Contract Bills or arising under Architect Instructions issued under Clause – 5.30.3 of these Conditions, as the case may be, and balance after allowing in all cases on prorata for the Contractor's Profit at the rates shown in the Contract Bills, shall be added to deducted from the Contract Sum Provided that no deduction shall be made in respect of any damages paid or allowed to the Contractor by any Sub Contractor or Supplier.
- 5.31.6. So soon as is practicable but before the expiration of the period, length of which is stated in the Appendix to these Conditions, from the end of the Defects Liability Period as per the said Appendix or from completion of making good defects or from receipt by the Architect of the Documents referred to in Para (B) of Sub Clause (5) of this Condition, whichever is the latest. The Architect shall issue the Final Certificate. The Final Certificate shall state:
- A. The sum of the amount paid to the Contractor under Interim Certificates and the amount named in the said Appendix as Limit of Retention Fund, and
  - B. The Contract Sum adjusted as necessary as per the terms of these Conditions, and the difference (if any) between the two sums shall be expressed in the said Certificate as a balance due to the Contractor from the Bank or to the Bank from Contractor as the case may be, and subject to any deductions authorized by these Conditions, the said balance shall as from the fourteenth day after the issue of the said Certificate be a debt payable as the case may be, by the employer to the Contractor or by the Contractor to the Bank.

Unless a written request to concur the appointment of an Arbitrator is given under Clause 5.55 of these Conditions by either Party before Final Certificate is issued or by the Contractor within twenty eight days after such issue, the said Certificate shall be conclusive evidence in any proceedings arising out of this Contract (whether by Page

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Arbitration under Clause-5.55 of these Conditions or otherwise) that the works have been properly carried out & completed in accordance with the terms of this Contract and that any necessary effect has been given to all the Terms of this Contract which require an adjustment to be made to the Contract Sum, except & in so far as any sum mentioned in the said Certificate is erroneous by reason of :

- A. Fraud, dishonesty or fraudulent concealment relating to the Work, or any part thereof, or to any matter dealt within the said Certificate; or,
- B. Any defect (including any omission) in the Work, or any part thereof which reasonable inspection or examination at any reasonable time during the carrying out of the Work or before the issue of the said Certificate would not have disclosed; or,
- C. Any accidental inclusion or exclusion of any work, materials and goods or figure in any computation or any Arithmetical error in any computation.

5.32. CLAIM FOR EXTRA:

When any Instruction or Decision given at Site involves extra or whereby the Contractor may plan to Claim Extra, it shall be the responsibility of the Contractor to inform the Architect & Bank of the Extra Amount and get written authorization from the Architect/ Bank before proceeding with the work involved. Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance and written authorization obtained by the Contractor from the Architect before proceeding with the work involved. If no such information is given by the Contractor in writing to the such modification shall not be accepted as the basis for extra charge.

5.33. DEDUCTIONS FOR UNCORRECTED WORK:

If the Architect deems it inexpedient to correct Work, damaged or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

5.34. FLUCTUATIONS:

The Contractor shall not claim any extras for fluctuation of market rates and the Contract Price shall not be subject to any rise or fall of prices of materials and labor.

5.35. UNFIXED GOODS & MATERIALS :

Unfixed materials & goods intended for, delivered to & placed at Site shall not be removed except for the Work unless the Architect has consented in writing to such removal which consent shall not be unreasonably withheld. Where the value of any such materials or goods has in accordance with Clause- 5.31.2 of these Conditions been included in any Interim Certificate under the Contract for which the Contractor has received payment, such materials and goods shall become the property of the Employer, but subject to the Clause 5.47.B or to Clause-5.47.C of these Conditions (if applicable) the Contractor shall remain responsible for loss or damage to the same.

5.36. MATERIALS AND WORKMANSHIP :

5.36.1. All materials & workmanship shall be as per relevant I.S.I. Codes of Specifications. Contractor shall immediately remove from Site any materials and/or workmanship, which in the opinion of Architect is defective or unsuitable & will substitute proper material/workmanship at his own cost. Term approval used in connection with this Contract shall mean approval of the Architect.

5.36.2. The Contractor will if required submit satisfactory evidence as to the kind & quality of materials.

5.36.3. Where special makes or brands are called for, they are mentioned as a standard. Others of equal quality may be used provided approval is first obtained in writing from the Architect. Unless substitutions are requested, no deviation from the Specification shall be permitted. Failure to propose the substitution of any article within ten days after signing of the Contract shall be deemed sufficient cause for the denial of the request for substitution.

5.36.4. Contractor shall indicate and submit evidence in writing, of those materials or articles called for in the Specifications, that are not obtainable for installation in the work within the Time Limits of the Contract, Failure to indicate the above, within ten days after the signing of the Contract, will be deemed sufficient cause for the denial of request for the extension of the Contract time.

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- 5.36.5. All materials will be delivered to insure speedy & uninterrupted progress. Such material will be stored to cause no obstruction and to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.
- 5.36.6. Within ten days after signing Contract, the Contractor shall submit for approval of the Architect a list of all materials that he proposes to use in the Work, of definite brand or make which differ in any respect from those specified; also the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the Specifications but which are reasonably inferred and necessary for the completion of the work.
- 5.36.7. All materials & workmanship shall be subject to inspection, examination & test by the Architect at any and all times during manufacture and/or construction. The Architect shall have the right to reject defective material & workmanship or require its correction. Rejected workmanship will be satisfactorily replaced with proper material without additional charge & the Contractor shall segregate & remove the rejected material from the Work. If Contractor fails to proceed at once with replacement of rejected materials and/or the correction of defective work, the Architect may by contract or otherwise replace such materials and/or correct workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed further with the Work. The Contractor shall furnish promptly all reasonable facilities, labor & material necessary for safe & convenient inspection & test that may be required by Architect.

5.37. DEFECTS :

- 5.37.1 Contractor shall make good, at his own cost & to the satisfaction of the Architect, all defects, shrinkage or small faults, arising in the opinion of Architect from work or materials not being accordance with the Drawings or Specifications or Schedule of Quantities or the Instructions of the Architect, which may appear within "Defects Liability Period" referred to in the Appendix.

Such defects, shrinkage will upon direction of the Architect and within such reasonable time, as shall be specified therein, be amended & made good by the Contractor, at his cost, unless the Architect shall decide that he ought to be paid for such amending & making good and in case of default the Employer may employ & pay other Contractor to amend & make good such defects, shrinkage or other faults & damage, loss & expense consequent thereon or incidental thereto will be made good & borne by Contractor and such damage, loss or expense will be recovered from him by the Employer or may be deducted by the Employer upon Architect's Certificate from any amount,

due or may become due to the Contractor or the Employer may, in lieu of such amendment or making good by the Contractor deduct from any monies due to Contractor a sum to be determined by Architect as equivalent to cost of amending such Work and in the event of Retention Amount being insufficient recover the balance from Contractor, together with any expenses, the Employer may have incurred in connection therewith.

5.38. POSSESSION, COMPLETION & POSTPONEMENT :

- 5.38.1 On the Date of Commencement, stated in the Appendix to these Conditions, possession at Site shall be given to the Contractor, who shall thereupon begin the Work and regularly & diligently proceed with the same and who shall complete the same on or before the Date for Completion stated in the said Appendix, subject nevertheless to the provisions for "Extension of Time".

- 5.38.2 The Architect may issue instructions in regard to the postponement of any Item of Work to be executed under the provisions of this Contract.

5.39. POSSESSION BEFORE COMPLETION :

If at any time before Virtual Completion of Work, the Employer with the consent of the Contractor will take possession of any part of the same for handing over to the Finishing Contractor or other agency, then notwithstanding anything expressed or employed elsewhere in this Contract:

- 5.39.1 Such parts shall not be deemed to be virtually complete.

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- 5.39.2 Virtual Completion of such part or parts would occur on the completion of the last part of the structure under this Contract.
- 5.39.3 Contractor will not claim that such parts are complete & request payments in lieu thereof.
- 5.40. EXTENSION OF TIME :
- Upon it becoming clear that the Progress of Work is delayed, the Contractor shall forthwith, give written notice of the cause of delay to the Architect / Bank & if in the opinion of Architect, the completion of the Work is likely to be or has been delayed beyond the Date of Completion stated in Appendix to these Conditions or beyond any extended time previously fixed under this Clause:
- 5.40.1. By force majeure, Or
- 5.40.2 By reason of any exceptionally inclement weather, Or
- 5.40.3. By reason of loss or damage occasioned by any one or more of the contingencies referred to in Clause 5.47 of these Conditions, or
- 5.40.4 By reason of civil commotion, local combination of workmen strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the work, Or
- 5.40.5 By reason of Architect's Instructions issued under these Conditions, Or
- 5.40.6 By reason of the Contractor not having received in due time necessary instructions, drawings, details or levels from the Architect for which he specifically applied in writing on a date which having regard to the Date for Completion stated in the Appendix to these Conditions or to any Extension of Time then fixed under this Clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, Or
- 5.40.7 By delay on the part of Nominated Sub-Contractors or Nominated Suppliers, which the Contractor has taken all practicable steps to avoid or reduce, Or
- 5.40.8. By delay on the part of artists, tradesmen or others engaged by the Employer in executing the Work not forming part of this Contract, Or,
- 5.40.9. By reason of Opening up for inspection of any Item of Work covered up of the testing of any of the work, materials or goods in accordance with Clause –5.36.7 of these Conditions (including making good in consequence of such opening up or testing) unless inspection of test showed that the Item of Work, materials or goods were not in accordance with this Contract, Or,
- 5.40.10. By reason of the Contractor's inability for reason beyond his control & which he could not reasonably have foreseen at the date of this Contract to secure such labor goods or materials as are essential to the proper carrying out of the Work.
- Then the Architect shall, so soon as he is able to estimate the length of delay beyond the date or time aforesaid, make in writing a fair & reasonable Extension of Time for Completion of Work, provided always that the Contractor will use constantly his best endeavors to prevent delay and shall do all that may be required to the satisfaction of the Architect to proceed with the Work.
- 5.41. DAMAGES FOR NON COMPLETION:
- If Contractor fails to complete the Work or any Part thereof, by Completion Date stated in Appendix to these Conditions or within Extended Time and the Architect Certifies in writing that in his opinion the same ought reasonably so to have been completed, the Contractor then shall pay or allow the Bank a sum so calculated, at the Rate stated in the APPENDIX as agreed Liquidated Damages, for the Period during which the said Work or Part thereof shall so remain incomplete, the Employer may deduct such damages from any monies otherwise payable to the Contractor under this Contract.
- 5.41. VIRTUAL COMPLETION & DEFECTS LIABILITY PERIOD:
- 5.42.1 When in the opinion of the Interior Designer, the Work is practically completed, he shall forthwith issue a Certificate to the effect & the Virtual Completion of the Work will be deemed for all purposes of this Contract to have taken place on the Day named in such Certificate.
- 5.42.2 Any defect, shrinkage or faults appearing within 'Defects Liability Period' Stated in APPENDIX to these Conditions & which are due to materials & workmanship not as per this Contract shall be specified by the Architect in a 'Schedule of Defects', which he shall issue to the Contractor not

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later than fourteen days after the said 'Defects Liability Period' and after the receipt of such 'Schedule of Defects'. The Defects, Shrinkages & other Faults therein specified shall be made good by the Contractor (unless the Architect shall otherwise instruct, in which case the Contract Sum shall be adjusted accordingly) and entirely at his own cost & expense.

5.42.3 Notwithstanding Sub Clause 2 of this Condition, the Architect may issue instructions requiring any defect, shrinkage or other fault which shall appear within the Defects Liability Period and which is due to materials and workmanship not in accordance with Contract to be made good and the Contractor shall within a reasonable time after receipt of such instructions comply with the same (and unless the Architect shall otherwise instruct & the Contract sum will be adjusted accordingly) entirely at his own cost. Provided that no such instruction shall be issued after fourteen days from expiration of Defects Liability Period.

5.42.4 When in the opinion of the Architect, any defect, shrinkage or other default which may have required to be made good under Sub Clause 2 & 3 of this Condition, shall have been made good, he will issue Certificate to the effect & on completion of making good defects will be deemed for all purposes of this Contract to have taken place on the day named in Certificate.

5.42.5 In no case shall the Contractor be required to make good at his own cost, any damage which may appear after Virtual Completion of the work, unless the Architect shall certify that such damage is due to injury which took place before Virtual Completion of the Works.

5.43. LOSS & EXPENSE CAUSED BY DISTURBANCE OF REGULAR PROGRESS:

If upon written application being made to him by the Contractor, the Architect is of the opinion that the Contractor has been involved in direct Loss and/ or expense for which he would not be reimbursed by a payment made under any other provision in this Contract by reason of the regular progress of the Work or of any part thereof having been materially affected by:

- A. The Contractor not having received in due time necessary instructions, Drawings Details or Levels from the Architect for which he specifically applied in writing on a date which having record to the date for completion stated in the Appendix to these Conditions was neither unreasonably close to the date on which it was necessary for him to receive the same, Or,
- B. Opening for inspection any work covered or testing any work, material or good as per Clause 5.36.7 (including making good of such Opening/testing), unless the inspection, or test shows that work, materials or goods were not in accordance with this Contract, Or
- C. Any discrepancy or divergence in the Contract Drawings and/or Contract Bills, or Delay on the part of the Artists, Tradesmen or others engaged by the Employer in executing the Work not forming part of this Contract, Or
- D. Architect's Instructions issued for postponement of any Item of Work to be executed under this Contract; and if the written application is made within a reasonable time of it becoming apparent that the progress of the Work or of any part thereof has been affected as aforesaid:

Then the Architect shall ascertain the amount of such loss &/or expense. Any amount so ascertained from time to time will be added to the amount which would otherwise be stated as due in such Certificate. The provisions of this Condition are without prejudice to any other rights & remedies which the Contractor may possess.

5.44. PAYMENTS WITHHELD :

The Architect may withhold on account of subsequently discovered evidence, nullify the whole or a part of any Certificate, to such extent as may be necessary in his opinion to protect the Employer from loss on account of:

- 5.44.1 Defective work not remedied.
  - 5.44.2 Failure of Contractor to make payments properly to Subcontractor or labor.
  - 5.44.3 A reasonable doubt that the Contract can be completed for the balance then unpaid.
  - 5.44.4 Damage to another Contractor or Sub-Contractor.
  - 5.44.5 Claims filed on reasonable evidence indicating probable filing of Claims.
- When the above grounds are removed payment shall be made for amounts withheld due to them.

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5.45. INJURY TO PERSONS & PROPERTY OWNER :

- 5.45.1. The Contractor will be liable for & shall indemnify the Employer against any liability, loss, claim or proceeding, whatsoever, arising under any statute or at common law in respect of personal injury to or death of any person, whomsoever, arising in course of or caused by carrying out of Work, unless due to any act of the Employer or of any person for whom the Employer is responsible.
- 5.45.2. Except for such loss & damages as is at risk of the Employer under Clause 5.47.B & 5.47.C of these Conditions (if applicable), the Contractor shall be liable and shall indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any injury or damage, what so ever, to any property, real or personal, in so far as such injury or damage arising out of or in the course of or by reason of the carrying out of the Work, and Provided always that the same is due to any negligence, omission or default of the Contractor, his workers, servants etc.

5.46. INSURANCE AGAINST INJURY TO PERSONS & PROPERTY :

- 5.46.1. Without prejudice to his liability to indemnify Employer under Clause 5.45 of these Conditions, the Contractor shall maintain & shall cause any Sub Contractor to maintain :

- A. Such Insurance as are necessary to cover the liability of the Contractor, or as the case may be, of such Sub Contractor, in respect of personal injury or deaths arising out of or in the course or caused by the carrying out of the Work; and
- B. Such Insurance as may be specifically required by the Contract Bills in respect of injury or damage to property, real or personal, arising out of or in the course of or by reason of the carrying out of Work & caused by any negligence, omission or default of the Contractor, his servants or agents or as the case may be, of such Sub Contractors, his servants or agents. The Contractor will produce for inspection relevant Policy or Policies of insurance together with the Receipts in respect of the Premium(s) paid under such Policy or Policies as & when required, so as to do, by the Architect, Provided always that as & when may be reasonably required by the Architect the production by either the Contractor of a current Certificate of Insurance from the Company or Firm which shall have issued the Policy or Policies aforesaid, shall be good discharge of the Contractor's obligation to produce or to cause the production of the Policy or Policies and the Receipts in respect of the Premium(s) paid.
- C. The Contractor will maintain, in the joint names of himself & the Employer, such Insurance as may be required in respect of any expense, liability, loss, claim or proceedings, which the Employer may incur or sustain by reason of injury or damage to property, real or personal, arising out of or in the course of or by reason of carrying out of the Work and caused otherwise than by the negligence, omission or default of the Contractor, his servant, agents.
- D. Such Insurance as is referred to in immediately preceding paragraph will be placed with Insurers to be approved by the Architect & the Contractor shall have to deposit, with the Employer, the Policy or Policies & the Receipt in respect of the Premium(s) paid.

Should the Contractor make default in Insuring or in continuing to Insure as provided in the Sub Clauses A & B of this Condition, the Employer may himself Insure against any risk with respect to which the default shall have occurred and then may deduct a sum equivalent to the amount paid in respect of Premium, from any monies due or to become due to the Contractor.

5.47. INSURANCE OF THE WORK AGAINST FIRE ETC. :

- 5.47.1 A. The Contractor will, in joint names of himself & Employer, Insure against loss or damage by fire, storm, tempest, lightening, earthquake, aircraft or anything dropped there from, aerial objects, riot & civil commotion, for value of all Items of Work executed & all unfixed materials & goods intended for, delivered to & placed on Work, but excluding temporary plant, tools & equipments owned or hired by the Contractor and shall keep such work, materials & goods so Insured until Virtual Completion of the Work. Such Insurance shall be with Insurers approved by the Architect & the Contractor will deposit, with the Employer, Policies & the Receipts in respect of Premium(s) paid; and should the Contractor make default in Insuring or continuing to Insure as aforesaid, the Employer may Insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of Premium(s) from any monies due to or to become due to the Contractor.

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PROVIDED that if the Contractor shall independently of his obligation(s) under Contract maintain a Policy of Insurance which covers (interalia) the said work, materials & goods against the aforesaid contingencies to the full value thereof, then the maintenance by the Contractor of such Policy (ies), shall if the Employer's interest is endorsed thereon, be a discharge of the Contractor's obligation to Insure in joint names of Employer & Contractor and production by the Contractor, as & when may be required by the Architect, of latest Insurance Certificate from the Company, which will have issued the said Policy or Policies, shall be a discharge of the Contractor's obligation to deposit with the Employer, a Policy or Policies & the Receipt in respect of Premium(s) paid.

- B. Upon settlement of any claim of Insurance, the Contractor will restore Work damaged, replace or repair unfixed materials or goods, which is destroyed, remove or dispose off any debris & proceed with carrying out & Completion of the Work. All monies received from such Insurance shall be paid to the Contractor in installments under Certificates of the Architect issued at the Period named in the APPENDIX to these Conditions. The Contractor shall not be entitled to payment in respect of restoration of Work damaged, the replacement & repair of any unfixed materials or goods and the removal & disposal of debris other than the monies received under the said Insurance.

5.47.2 All Work executed and all unfixed material intended for, delivered to & placed on or adjacent to Work (except temporary stores, plants, tools & equipments owned by the Contractor or Sub Contractor) shall be at the sole risk of the Contractor as regards loss or damage by fire, storm, tempest, lightening, earthquake, aircraft or anything dropped there from, aerial objects, riot & civil commotion. If any loss or damage effecting the Work or any part thereof or any unfixed materials happens by any one or more of the said contingencies, then :

- A. The occurrence of such loss or damage shall be disregarded in computing any amount(s) payable to the Contractor under or by virtue of this Contract.
- B. Contractor, with due diligence, shall restore Work, damaged, replace or repair any unfixed materials or goods which have been destroyed or injured, remove & dispose of any debris and proceed with carrying out and completion of the work. Restoration of damaged work, thereplacement& repair of unfixed materials & goods and the removal & disposal of debris shall Be deemed to be a variation required by the Architect.

5.47.3 Existing Structures together with all contents thereof & all unfixed materials & goods intended for, delivered to & placed on Site (except plant, temporary building, tools & equipment owned or hired by the Contractor) shall be at the sole risk of the Employer, as regards loss or damage by fire, storm, tempest, lighting, earthquake, aircraft or anything dropped there from, aerial object riot & civil commotion. The Employer will maintain adequate Insurance against that risk, if any part thereof or any such unfixed materials or goods is occasioned by any one or more of said contingencies then occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this Contract ;

- A. If it is just & equitable so to do, employment of the Contractor under this Contract may within fifteen days of occurrence of such loss or damage be determined at the option of either Party, by giving Notice by Registered Post or Recorded Delivery from either Party may give to other. Within 7 days of receipt of such Notice, either of Parties may give to other, a written request to concur appointment of an Arbitrator under Clause 5. 53 of these Conditions, in order that it may be determined whether such Determination shall be just & equitable.
- B. Upon giving or receiving by the Bank, of such Notice of Determination or, where a reference to Arbitration as aforesaid upholding the Notice of Determination, the provisions of Sub Clause 2, except Sub-para iii of Paragraph B of Clause 5.49 of these Conditions shall apply.
- C. If no Notice of Determination is served or where reference to Arbitration is made as foresaid & if the Arbitrator decides against the Notice of Determination then :
  - i. The Contractor with due diligence shall reinstate or make good such loss or damage and proceed with the carrying out and completion of the Work.
  - ii. The Architect may issue instructions requiring the Contractor to remove & dispose of any debris; and

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- iii. The reinstatement & making good of such loss or damage and when required, the removal & disposal of debris will be deemed as a variation required by the Architect.

5.48. DETERMINATION BY THE EMPLOYER :

DEFAULT : If the Contractor will make default in any one or more of the following areas :

- A. If he, without reasonable cause, wholly suspends executing Work before Completion, or
- B. If he fails to proceed regularly and diligently with the Work, or,
- C. If he refuses or neglects to comply with written notice by the Architect or the Employer requiring him to remove defective work or improper material(s) or good(s) and by such refusal or neglect the Work is materially affected, or
- D. If he fails to comply with Provisions of Clause 5.25,  
Then Architect may give him notice by Registered Post or Recorded Delivery specifying default & if the Contractor either shall continue such default for seven days after receipt of notice and shall at any time thereafter repeat such default (whether previously repeated or not), then the bank without prejudice to any other rights or remedies may within seven days after continuance or repetition of notice by Registered Post or Recorded Delivery forthwith determine employment of the Contractor under this Contractor, provided that such notice shall not be given unreasonably or vexatiously.

5.48.1. BANKRUPTCY OF THE CONTRACTOR : In the event of Contractor becoming bankrupt or making a composition or arrangement with his creditors or being a Company having a winding up order made or (except for purposes of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking, duly appointed, or possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge, the employment of the Contractor under this Contract will be forthwith automatically determined but same may be reinstated if the Employer & the Contractor, his trustee in bankruptcy, liquidator, receiver or manager, as the case may be, shall so agree.

5.48.2. The Employer shall be entitled to determine the employment of the Contractor under this Contract, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do or forbearing to show favor or disfavor to a person relating to this Contract or any other Contract with Employer, or if the like shall have been done by any person employed by the Contractor (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with the Employer the Contractor or any of his person or acting on his behalf shall have committed any offence under the prevention of corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act.

5.48.3. If employment of Contractor is determined as aforesaid & so long as it has not been reinstated & continued, following will be the respective rights & duties of the Employer & the Contractor :

- A. The Employer may employ & pay other person to carry out & complete the Work and he or they may enter upon the Work/Site and use all temporary plant, machinery, appliances, goods & materials intended for, delivered to & placed on or adjacent to the Work & may purchase all materials & goods necessary for the carrying out & completion of Work.
- B. The Contractor will, if so required by the Employer or the Architect, within ten days of the Date of Determination, assign to the Employer without paying benefit of any agreement for the supply of materials or goods and/or for the execution of any Item of Work for the purposes of this Contract, but on the terms that a Supplier shall be entitled to make any reasonable objection to any further assignment thereof by the Employer. In any case Employer may pay any Supplier for any materials or goods delivered or any Item of Work executed for the purpose of the Contract (whether before or after the Date of Determination), in so far as price thereof has not already been paid by Contractor. Employer's rights under this paragraph are in addition to his rights to pay Nominated Sub Contractors, as provided, in payments made under this Paragraph, may be deducted from any sum due or to become due to the Contractor.
- C. The Contractor will as & when required in writing by the Architect so to do (but not before) remove from the Work / Site any temporary buildings, plant, tool, machinery, goods & materials belonging to or hired by him. If within reasonable time after such requirement has

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been made the Contractor has not complied therewith then the Employer may (but without being responsible for any loss or damage) remove & sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

- D. The Contractor will allow & pay to Employer an amount of any direct loss &/or any damage caused to the Employer by Determination. Until after Completion of Work under Paragraph (A) of this Sub-Clause, the Employer shall not be bound by any Provision of this Contract to make any further payment to Contractor, but upon such completion & verification, within reasonable time, of account therefore, the Architect will Certify the amount of expense incurred by Employer and amount of any direct loss &/or damage caused to Employer by Determination and if such amounts, when added to the monies paid to the Contractor before the Date of Determination exceed total amount which would have been payable on due Completion in accordance with this Contract, the difference shall be a debt payable to the Employer by Contractor; and if the said amount(s), when added to the said monies, be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

**5.49. DETERMINATION BY THE CONTRACTOR :**

5.49.1 Without prejudice to any other rights & remedies which the Contractor may possess, if :

- A. The Employer does not pay the Contractor the amount due on any Certificate, within the Period of Honoring Certificate named in APPENDIX to these Conditions and continues such default for 7 days after receipt by Registered Post or Recorded Delivery of a Notice from Contractor stating that Notice of Determination under this Condition will be served if payment is not made within seven days from receipt thereof; Or,
- B. Employer interferes with or obstructs Issue of any Certificate due under this Contract ; Or,
- C. The carrying out of the whole or substantially whole of the incomplete Work (other than execution of Work required under Clause 5.42 of these Conditions) is suspended for a continuous period of the length by reason of :
  - i. Force majeure, Or
  - ii. Loss or damage occasioned by any one or more of the contingencies referred to in Clauses 5.47.A and 5.47.B of these Conditions (if applicable), Or,
  - iii. Civil commotion, Or,
  - iv. Architect's Instructions issued under Clauses 5.5.3, 5.30.1 & 5.38.2, Or,
  - v. The Contractor not having received in due time necessary Instructions, Drawings & Details or Level from the Architect for which he applied in writing on a date which having regard to the Date of Completion stated in the APPENDIX to these Conditions Or to any Extension of Time under Clause 5.40 of these Conditions, was neither unreasonably distant from nor unreasonably close to the date on which it was necessary him to receive the same, Or,
  - vi. Delay on part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, Or,
  - vii. Opening up for inspection of any work covered up or testing of any of work, materials or goods in accordance with Clause 5.36.7 of these Conditions (including making good in consequence of such opening up or testing), unless the inspection of test showed that the work, materials or goods were not in accordance with this Contract.

Then Contractor may thereupon, by Notice by Registered Post or Recorded Delivery to Employer, forthwith determine employment of the Contractor under this Contract; provided to that such Notice shall not be given unreasonably or vexatiously.

5.49.2 Upon such Determination, then without prejudice to the accrued rights & remedies of either Party or to any liability of the classes mentioned in Clause 5.43 of these Conditions, which may accrue either before the Contractor will have removed his temporary plants, machinery, appliances, goods & materials or by reasons of his so removing the same, the respective rights & liabilities of the Contractor & the Employer shall be as follows, that is to say :

- A. The Contractor shall with all reasonable dispatch & in such manner & with such precaution as will prevent injury, death or damage of the classes in respect for which, before the date of Determination, he was liable to indemnify the Employer under Clause 5.42 of these Conditions, remove from the Site all his temporary buildings, plant, machinery, appliances, goods & materials and shall give facilities to do the same, but subject always to the provisions of Sub Paragraph iii of Paragraph B of this Sub Clause.

**Signature of Contractor**

- B. After taking into account amounts previously paid under this Contract, the Contractor shall be paid by the Employer :
- i. The Total Value of the Work completed as on the Date of Determination.
  - ii. Total Value of Work executed (but not completed) as on the Date of Determination, the value being ascertained mutates in accordance with Conditions of this Contract.
  - iii. Cost of materials & goods properly ordered for the Work, for which Contractor have paid or of which the Contractor is legally bound to pay and on such payment by the Employer, materials & goods, so paid for, shall become the property of the Employer.
  - iv. The reasonable cost of the removal under Paragraph (I) of this Sub Clause.

Provided that in addition to all other rights, the Contractor, upon such Determination, may take possession of and will have a lien upon all unfixed materials which may have become property of Employer, until payment is made for all the monies due to the Contractor by the Employer.

5.50. CO-ORDINATION OF WORK :

At Commencement of Work & from time to time, the Contractor will confer with Sub Contractors & other persons engaged on separate Contracts in connection with the Work and with the Architect for the purpose of the co-ordination & execution of the various phases of the Work. The Contractor shall ascertain the Sub Contractors, persons engaged on separate contracts in connection with the Work, the extent of all chasing, cutting & filling of all openings, holes, grooves etc., as may be required to accommodate various Services and the position of all outlets, traps etc. in connection with the installation of plant & services and arrange for the construction of Work accordingly. The breaking & cutting of completed Items of Work must be avoided.

5.51. LABOUR :

The Contractor will employ no child labor under 14 years age, on Work. If females are engaged, the Contractor shall make necessary arrangements for safeguarding small children and keeping them away from the Site. No laborer will stay at the Site of Work, except the authorized guards.

5.52. PROTECTION OF TREES & SHRUBS ETC. :

Trees & Shrubs designated by the Architect shall be protected from damage during the course of execution of the Work and the earth level shall not be changed within three feet of such trees. Where necessary, such trees & shrubs shall be protected by means of temporary fencing.

5.53. GUARANTEE :

5.53.1 Besides guarantees required elsewhere, the Contractor shall guarantee the Work in general for Six months as noted in the APPENDIX to these Conditions.

5.53.2 All required guarantees shall be submitted to the Employer by the Contractor when requesting payment of Certificates.

5.54. ANTIQUITIES :

5.54.1. All fossils & other objects of interest or value, which may be found on the Site or in excavating the same during the progress of Work, shall become property of the Employer. The Contractor shall carefully take out & preserve all such objects and shall immediately or as soon as convenient, deliver the same into the possession of the Employer.

5.54.2. If in the opinion of the Architect, compliance with the provisions of proceeding of this Sub Clause has involved the Contractor direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision in this Contract, then the Architect shall ascertain the amount of such loss and/or expense. Any amount so ascertained shall be added to the Contract Sum and if any Interim Certificate is issued after the date of ascertainment, any such amount shall be added to the amount which would otherwise be stated as due in such Certificates.

Signature of Contractor

5.55. EXCEPTED MATTERS FROM ARBITRATION:

If the dispute of difference pertains to the under noted matters (called Excepted Matters), the decision of the Employer in writing shall be final, conclusive & binding to the Parties:

- A. Architect's Instructions.
- B. Transactions with Local Authorities.
- C. Proof of Quality of Materials.
- D. Assigning or Subletting the Contract Work.
- E. Certificate as to the cause of Delay on the part of the Contractor & justifying Extension of Time.
- F. Rectifying the defects pointed out during 'Defects Liability Period'.
- G. Notice to the Contractor to the effect that he is not proceeding with due diligence.
- H. Certificate that the Contractor has abandoned the Contract.
- I. Notice of the Determination of the Contract by the Employer.

Any other decision, opinion, direction, certificate or any refusal of the Architect to give any of the same shall be subject to any right of Arbitration & review in the same way in all respect (including provision as to opening) as if it was a decision of the Architect under following Clause.

5.56. ARBITRATOR:

All disputes & differences of any kind whatever, which may at any time arise between the Parties hereto, relating or concerning Work or the execution or maintenance thereof or the rights touching or concerning Work or the execution or maintenance thereof or the execution, remaining operation or effect thereof or to the rights or liabilities of the Parties or arising out of or in relation thereto, whether during or after Determination for closure or breach of Contract (other than those in respect of which the decision of any person is by the Contract expressed to be final & binding), shall after a written notice by either Party of contract to the other of them, and to the Employer, hereinafter mentioned, be referred for Arbitration to the Sole Arbitrator, to be appointed as hereinafter provided. For the purpose of appointing the Sole Arbitrator referred to above, the Employer shall send within thirty days of receipt of the notice to the Contractor, a panel of the names of persons who shall be presently unconnected with the organization for which the Work is being executed.

The Contractor shall, on receipt of the names, select any one of the such named persons to be appointed as Sole Arbitrator & communicate same to Employer within thirty days of receipt of the names. The Employer shall thereupon appoint the said person the Sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the component authority shall make the selection and appoint the selected person as the Sole Arbitrator. If the Employer fails to send the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer, a panel of three names of persons who shall be all unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the persons named and get appointed him as a Sole Arbitrator. If the Employer fails to select the person and appoint him as a Sole Arbitrator within thirty days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to appoint one of the person from the panel as a Sole Arbitrator and communicate his name to the Employer.

If the Sole Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason, whatsoever, another Sole Arbitrator shall be appointed as aforesaid.

The Work under the Contract shall however continue during the Arbitration Proceedings and no payments due or payable to the Contractor shall be withheld on account of such proceedings. The

Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing Date of First Hearing. The Arbitrator may, from time to time, with the consent of Parties, extend time for making & publishing the Award. The Arbitrator shall give a separate Award for each of dispute or difference to him. The Arbitrator shall decide each dispute in accordance with the Terms of this Contract and give reasonable Award. The venue of the Arbitration shall be such place as may be fixed by the Arbitrator on his sole discretion. The fees of the Arbitrator, if any, required to be paid before the Award is made & published, shall be borne half & half by each of the Parties. The Cost of the reference & of the Award including the fee, if any, of the Arbitrator, who may direct to & by whom in what manner such cost or any part thereof shall be made & fixed or settle the amount of costs to be so paid.

**Signature of Contractor**

Award of the Arbitrator shall be final & binding on both Parties. Subject to the aforesaid, the provision of Indian Arbitration Act – 1950, or any statutory modification or reenactment thereof and the Rules made there under & enforced for the time being, shall apply to the Arbitration Proceedings under this Clause. The Parties hereto also agree that Arbitration under this Clause shall be a condition precedent to any right to action under the Contract with regards to the matters hereby expressly agreed to be so referred to Arbitration.

5.57. PROTECTION & CLEANING :

5.57.1. The Contractor shall protect & preserve the Work from all damages or accidents by providing any temporary roof, window & door coverings, boxing or other construction as required by the Employer. This Protection shall be provided for all property adjacent to the Site as well as on the Site at the Contractor's cost & expense.

5.57.2. The Contractor shall properly clean the Site & the Work as it progresses and shall remove all the rubbish and debris from the Site, from time to time, as is necessary and directed. After completion of the Work, the contractor will ensure that the Premises and/ or the Site is cleaned, surplus materials & debris, sheds etc. are removed, areas under floors are cleared of rubbish, gutters & drains cleaned, doors & sashes eased, locks & fastenings oiled, keys clearly labeled & handed over to the Employer, so that the whole is left fit for immediate possession, occupation & use to the satisfaction of the Employer, the Architect & the Site Engineer.

(Signature & Seal of the Contractor)

Dated :

Place :

Address :

Signature of Contractor

**APPENDIX TO GENERAL CONDITIONS OF CONTRACT**

- 6.01. DEFECTS LIABILITY PERIOD : 12 (Twelve Months) after Virtual Completion.
- 6.02. PERIOD OF FINAL MEASUREMENTS : Within Fifteen Days after Completion.
- 6.03. DATE OF COMMENCEMENT : Within 5 (FIVE) Days of Award of Work.
- 6.04. DATE OF COMPLETION : Within 25 (TwentyFive) Days of Award of Work.
- 6.05. COMPLETION PERIOD : TWENTY FIVE DAYS, Including FIVE DAYS Mobilization Period.
- 6.06. MOBILIZATION PERIOD : FIVE DAYS
- 6.07. AGREED LIQUIDATED DAMAGES : Rs. 1/2% (Half Percent) of Work Award Value per Week  
Subject to ceiling of 5% Ten Percent of Contract Sum.
- 6.08. VALUE OF WORK FOR INTERIM CERTIFICATES : Rs. 3,00,000.00 (Rupees Three Lac).
- 6.09. EARNEST MONEY DEPOSIT (E.M.D.) : Rs. 13,000.00 only (RUPEES THIRTEEN THOUSAND ONLY).
- 6.09. PERFORMANCE GUARANTEE (P.G.) : 2% of Accepted Tender Value as per Work Award Letter including Rupees Ten Thousand deposited as E.M.D. shall be Deposited towards P.G. at the Time of Executing & Signing FORMAL AGREEMENT.
- 6.10. SECURITY DEPOSIT (S.D.) : 10% Amount of Interim Bills for First Rs. 3.00 Lac, 7.50% for next Rs. 3.00 Lac & 5% for Balance Amount above Rs. 6.00 Lac. S.D. shall be inclusive of 2% P.G.
- 6.11. LIMIT OF RETENTION FUND : 10% of Total Completion Cost.
- 6.12. REFUND OF SECURITY DEPOSIT : Within 15 (Fifteen) Days after Completion of 'Defects Liability Period'.
- 6.13. PERIOD OF ARCHITECT'S CERTIFICATION: Within Five Days of Raising Interim Bills & Within Twenty Days of Raising Final Bill by the Contractor.

(Signature & Seal of the Contractor)

Dated :

Place :

Address :

Signature of Contractor



SPECIAL CONDITIONS OF THE CONTRACT

7.01. RATES TO INCLUDE :

Rate will include Cost of Labor, Materials etc. required for execution & completion of the Work. The Contractor will be deemed to have included costs, expense & liabilities of all risks of every kind in executing, completing & handing over the possession of the Work to the Employer. While quoting their Rates, the Contractor shall include, if otherwise not stated herein before, necessary cost of purchasing Samples & materials required for execution & completion of the Work.

7.02. ACCEPTABLE TENDER :

Rates quoted by the Contractor should be just & reasonable. The Contractor shall quote Rate of after exact analysis & computation of various costs involved for execution & completion of the particular Item of Work considering the Drawings, Specifications & various Conditions of the Tender Document. In case it is noticed that the rates quoted by the Contractor for any Item are unusually high or unusually low, it shall be a sufficient reason for rejection of the Tender unless after scrutiny of the said analysis, which shall be furnished by Contractor as & when required, the Architect is convinced about the reasons of such unusually low or high Rates. The Contractor shall quote same rates for similar Items of Work in different Sections. If the Rates for similar Items of Work in different Sections are different, then the lowest Rate of such Item in the particular Section shall be considered as Final Rate.

7.03. MODE OF MEASUREMENTS :

The Architect shall, from time to time, intimate to the Contractor that he requires the Items of Work to be measured & the Contractor shall forthwith attend or send his authorized engineer to assist the Architect or his authorized representative for taking such measurements & to give all assistance. Shall the Contractor not attend or neglect or omit to send such agent, and then the measurements taken by the Architect or his authorized representative shall be final & binding to the Contractor and shall be without appeal. The Contractor or his authorized agent may, at the time of recording measurements, take such notes & measurements as he may require. All authorized Extra Items of Work, omissions or variations sanctioned by the Architect in writing shall be included while recording measurements. The recording of Final measurements shall be done within the Time Limit as stated in the APPENDIX to the General Conditions. Claims of the Contractor, if any, shall become a part of Final Measurements & the Contractor shall not be allowed thereafter to claim anything extra, whatsoever.

7.04. RUNNING PAYMENTS TO BE REGARDED AS ADVANCE :

All Running Payments against Interim Certifications shall be considered as Advance against Final Payment & not payment for actual work done till that stage of Certification. Running Payment shall not preclude the requiring of bad, unsound & imperfect or unskilled work to be removed & repaired or reconstructed, as desired by the Architect. The Final Bill shall be submitted by the Contractor within the Period specified in the APPENDIX to the General Conditions of the Contract and the payment for Final Certification thereof shall be conclusive & binding upon all the Parties hereto.

7.05. POWER & WATER :

The Contractor shall make his own arrangements for Power & Water required for execution of this Contract, at his own cost & expense. The Contractor shall pay all the fee & charges legally required for installation of the same & the cost of maintenance & running the same shall be borne by the Contractor. However if the Contractor uses the Power & Water from the Source of the Employer, he shall have to pay to the Employer the charges for consumption of the same @ 1.50% of the Total Amount of Items of Work for which the Contractor uses any of the two and the amount thus calculated @ 1.50% shall be subsequently recovered by deducting such amount from any payment or monies due or to become due to the Contractor by the Employer.

7.06. WORKMEN'S COMPENSATION ACT :

In every case in which, by virtue of the provisions of Section-12, Sub Section-1 of Workmen's Compensation Act-1923 with latest Amendments, the Employer is obliged to pay compensation to a workman employed by the Contractor, amount of compensation paid without prejudice to the Right of the Employer under Section 12 Sub Section 1 of the said Act, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from Security Deposit or from any monies due to the Contractor, whether under this Contract or otherwise. The Bank will not be

Signature of Contractor

bound to contest any Claim made against him under Section 12 Sub Section-1 of the said Act, except on the written request of the Contractor & upon him giving to Employer, full Security of all cost for which the Employer may become liable as a result of contesting such Claim.

7.07. WORKING HOURS :

The Work must be completed within the Time specified in this Document. If found very necessary to make up for the lost time, the execution of the Work may be carried out during late hours & on holidays after seeking the Employer's prior written permission to do so. The Contractor shall not claim any extra, whatsoever, to carry out execution of Work in such non-working time & holidays. Charges for Electricity required for such purposes shall be borne by the Contractor.

7.08. LABOUR HUTMENTS :

Unless or otherwise specified elsewhere in this Document, the shelter or stay arrangements for the laborers engaged for the execution & completion of the Work shall be arranged by the Contractor at his own cost & expense and responsibility.

7.09. DECREASE OR OMISSION OF ITEMS OF WORK :

Any Item of Work of this Tender Document can be partly and fully omitted as per the Instructions, directions of the Architect & Contractor shall not have any claim, whatsoever, in this regard.

7.10. WORKMANSHIP:

Workmanship will be best available of high standards to satisfaction of Architect. Use of special artisan, tradesmen must be made for specialized Items, expenditure be made in quoted Rates.

7.11. STACKING OF DISMANTLED MATERIALS :

All existing fixed materials & furniture items/fixture will be removed from presently fixed positions by the Contractor in a manner that minimum damage is caused to the such removed / dismantled articles. The furnishing items, furniture or other items /articles, so removed, shall be stacked & stored/kept at a place as directed by the Architect. During the course of the execution of the Work, the Contractor shall cover all such stacked or stored items/article with necessary tarpaulin; canvass sheet or other covering material as desired by the Architect. It is deemed understood that while working out Rates of such items for Tendering, the Contractor must have had added all costs & expenditures to be incurred on such properly covered stacking or storing of Dismantled Items, as the case may be and he shall not claim anything extra, whatsoever, on this behalf.

7.12. BOXING, TEMPLATES & STACKING :

- A. The Contractor shall be fully responsible for providing and maintaining and boxing required for the protection of cover of finished work if left unprotected. He is also to clean out all shelving's, out ends and other waste from all parts of the works before in-fillings are done.
- B. Templates, Boxes and Moulds shall be accurately set out and rigidly constructed so that they remain accurate during the time they are in use.
- C. All unexposed surfaces of Wood for False Ceiling, Back Fillet, Door Frame Backs, Cupboard Frame etc. are to be treated with two coats of approved Wood Preservative before fixing.
- D. Only first class workmanship shall be accepted. The contractor shall maintain uniform quality, looks & consistency in workmanship throughout.
- E. Any discrepancy in the specifications mentioned herewith and in the schedule of quantities and the Drawings must be brought to the notice of the Architect immediately.

7.13. JOINERY :

Joinery is to be prepared immediately after the Award of the Contract and the same shall be framed up, bonded & waged up. Any portions that are warped or found with other defects are to be replaced before wedging up. The whole of the work to be framed & finished in a workman like manner in accordance with the Detailed Drawings, wrought & wherever required, fitted with all necessary metal ties, straps, belts, screws, glue etc. Running beaded joints are to be cross-tongued. Joinery work generally to be finished with Fine Sand / Glass Paper.

Signature of Contractor

7.14. HARDWARE & METALS :

The hardware throughout shall be of approved make & manufacture, well made & equivalent to in every respect with the Samples to be deposited with the Architect by the Contractor. The Contractor may be required to produce & submit Sample from many different sources and the Architect decision for the selection of the particular Sample thereof shall be final, binding & without appeal. Unless otherwise specified, fittings generally shall be of oxidized brass and shall be suitable for their intended purpose. In any case all the fittings shall have to be got approval of the Architect before the Contractor procures the same at the Site of Work.

7.15. GLAZING :

Glass will be of required make complying with I.S. 3548/1996 as per Specifications. Polished Plate Glass will be of "Glazing Glass" quality & that for Mirror shall be of "Silver Glass" quality, conforming to I.S. 3438/1965 or as per approved Sample & quality. The Compound for Glazing to metal is to be a non-hardening compound manufactured for the purpose and of a brand & quality approved by Architect. While Cutting Glass, proper cushion shall be made for expansion/contraction. Each piece of Glazing shall be cut from one whole sheet, unless shown otherwise in the Drawings. On Completion of the Work, the Contractor shall clean all glass from both side using required Cleaning Compound and replace all cracked/scratched/broken glass and leave the same in good condition.

7.16. PAINTS :

All Painting materials will be as per Specification, of required shade & color and of required make & brand and shall be brought at Site of Work in the original Manufacturer's Containers with there Seals & Mono etc, unbroken & clearly marked with the Manufacture's Name & Trade mark along with a description of contains, ingredients & color. All painting material shall be stored at the Site of Work. For Spray Painting, appropriate nozzle & exact pressure will be maintained so as to give smooth & even finishing coat throughout the surface to the satisfaction of the Architect. Thinning of paint for brushing shall not be allowed. Wood Preservative as specified shall be applied on all concealed surfaces of wood & wood based materials before using the same at the particular site and shall be well dried. All brushes, tools, pots, kettles etc, used for painting work shall be clean & free from any foreign matter and are to be thoroughly washed before using with a different color & paint & applying the primary coat. Metal surfaces shall be thoroughly scraped & rubbed with wire brushes and will be made free from rust etc., before applying primary coat or final coat. Surfaces of Existing Board / Plywood to be painted shall be rubbed down, cleaned to the approval of the Architect.

Surfaces of previously painted wood requiring repainting shall be cleaned with water, detergent or solvent to remove dirt, grease, etc. Minor areas of defective paint shall be removed by scraping to a defined sharp edge & exposed surfaces shall be treated in with Primer & stopped with putty. Where Plywood/Board has been previously painted or polished & require repainting or re-polishing, scrapping, burning with kerosene stove or rubbing down shall be done to a clean smooth surface and the base shall be treated with primer & stopped with suitable putty. Surface of previously painted metal requiring repainting shall be cleaned, smoothened, prepared described above. Any rust or loose scale shall be removed completely by chipping, scrapping, wire brushing, or rubbing with abrasive, sand paper to the bare metal & treated in with primer as described.

(Signature & Seal of the Contractor)

Dated :

Place :

Address :

Signature of Contractor

**SPECIFICATIONS & QUALITY CONTROL CONDITIONS****8.01. QUALITY OF MATERIALS :**

All Materials used for the work shall be of First Quality, without any cracks, Chipping, Breakage etc. All the material shall be purchased & brought to the Site by the Contractor, only after the Architect's Written Approval of the Sample submitted to him by the Contractor. All the Materials shall be brought to the Site in Company's original Packing Cases with Manufacturer's Mono, Code Number, and Contents etc. written on it. All the procured materials shall be well stacked at the Site as per Instructions of the Architect and the Contractor shall not Claim any thing extra from the Employer, if Materials so stacked / stored at the Site get broken, damaged or spoiled, whatsoever.

**8.02. MATERIALS & ITEMS :**

Material & Items brought by Contractor shall be approved by Architect as per the Samples to be submitted by the Contractor for approval and generally in accordance with the Specifications of Indians Standards. Also if products are specified in the Specification and / or Bill of Quantities with Brand Name, Trade Name or Catalogue Reference, the Contractor shall be required to obtain the approval of the Architect before using any alternative Brand as Substitute. The Contractor will produce all Invoices, Vouchers or receipts for any material(s) if called upon to do so by Architect.

**8.03. ACTION WHERE NO SPECIFICATION :**

In case of any Item of Work for which there is no specific technical Specification, such Item of Work shall be carried out in accordance with I.S.I. Specifications and in the event of their being no I.S.I. Specification, such Work shall be carried out as per the Instructions of the Architect.

**8.04. SAMPLES & PROTOTYPE :**

Samples of all materials shall be submitted to Architect for approval, before the Contractor orders or delivers the materials at the Site. Samples with their packing are to be given free of charge to the Architect by the Contractor and should any materials be rejected, they will be removed from the Site at the Contractor's cost & expense. Samples shall be retained by Architect for comparison with materials, which may be brought at the Site for execution. The Contractor will submit specimen finishes of colors, fabrics etc. to the Architect, before proceeding with execution of Work.

**8.05. CHANGE OF SPECIFICATION :**

Wherever Change of Specifications of any specified materials is required, the same shall be done in writing by the Architect on receipt of a written request by the Contractor stating the reasons or circumstances to do so. However Change of Specification and Variation, Substitution, Change or Alteration of Specification of any Material shall be made only as per various conditions described elsewhere in this Document. The Contractor's request for Extension of Completion Period because of Time Loss due to Change in Specifications, if any, shall not be entertained by the Employer and no Financial Claims, whatsoever, shall be paid by the Employer to the Contractor.

**8.06. SPECIFIED MATERIALS NOT TO BE SUBSTITUTED, CHANGED OR ALTERED :**

While executing the Work, it shall be responsibility of the Contractor to use all Materials only of the Brand Names, Company's makes & Manufacturer's Trade Names & Code Numbers as specified in following "List of Specifications". The Contractor will strictly adhere to the Brand Names, Company's Makes and Manufacturer's Trade Names & Code Numbers of various Materials as named in the said "List of Specifications", for execution of the Work or part thereof and he shall not at all substitute, change or alter any Material with a different Brand Name, Company's Make and Manufacturer's Trade Name & Code Number without seeking Architect Prior Written Consent to do so.

However if in Architect's opinion equivalent Quality of a Particular Material whose Brand, Code, Manufacture & Make has been Specified in the following List is available on Cheaper Rates in Market, the Architect may at his sole discretion, in writing, substitute, change or alter same with an equivalent material of a different Make, Manufacture, Brand or Trade Name and inform the Employer in writing about this. Or in case any Material of the Specified Make, Manufacture, Brand or Code required for the Work or any part thereof, is not available in the Market, then the Contractor shall produce a Certificate to this effect which shall be duly signed (with seal & date) by an Authorized Officer of the particular Company or Manufacturer, as the case may

**Signature of Contractor**

be. Such Certificate in original shall be submitted to the Architect with a copy to the Employer. On receipt of such "Certificate of Non availability" of Material of a Particular Make, Brand, Manufacture or Trade Name, Architect may at his sole discretion, in writing, substitute, change or alter same with an equivalent material of a different Make, Manufacture, Brand or Trade Name.

However, in both above said circumstances, Difference in Prevailing Rates of the two different Brands, Codes, Make & Manufacturers, shall be adjusted in the Payments to the Contractor or to be due, by the Architect while Certifying any of the Contractor's Interim or Final Bill of the Work, by adding or subtracting the Net Amount of Difference due to the Rates, as the case may be.

**8.07. LIST OF APPROVED MAKE, MANUFACTURERS & BRANDS OF SPECIFIED ITEMS:**

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE IN CONSTRUCTION)

<b>01. BLOCK BOARDS</b>	<b>: 19.00 MM BWR GRADE CONFORMING TO IS 1659 CENTURY / GREEN PLY / 'AUSTIN PLY' .</b>
<b>02. PLYWOOD SHEETS</b>	<b>: 4 MM / 6MM/ 12MM /19MM CONFORMING TO IS 710 ( BWR GRADE) CENTURY / GREEN PLY / 'AUSTIN PLY'</b>
<b>03. LAMINATED ON VERTICAL SURFACE GREENLAM, AUSTINLAM.</b>	<b>: 1.0 MM CONFORMING TO IS 2046 CENTURLAM,</b>
<b>04. LAMINATED ON HORIZONTAL SURFACE GREENLAM, AUSTINLAM.</b>	<b>: 1.5 MM CONFORMING TO IS 2046 CENTURLAM</b>
<b>04. HINGES, MAGNETIC CATCHERS, SLIDING CHANNEL, HANDLES, TOWER BOLTS</b>	<b>: GODREJ OR 'HETTICH</b>
<b>04. LOCKS &amp; CUPBOARD LOCKS</b>	<b>: 'GODREJ' OR 'DOORSET' OR 'HETTICH '</b>
<b>05. FLOOR SPRINGS &amp; DOOR CLOSERS</b>	<b>: HETTICH' OR 'EBCO' OR 'DOORWAY'/DORMA</b>
<b>06. GLASS &amp; MIRRORS</b>	<b>: 'MODIFLOAT' OR 'SAIN GOBAIN' (BRANDED)</b>
<b>07. MELAMINE POLISH &amp; SEALER</b>	<b>: 'M.R.F.' OR 'NEROLAC' OR 'ASIAN'</b>
<b>08. SCREWS, NUTS &amp; BOLTS ETC.</b>	<b>: 'NETTLE FOLD' OR 'GKW'</b>
<b>09. ADHESIVE &amp; GLUE</b>	<b>: 'FEVICOL' OR 'PIDILITE' OR 'ARALDITE'</b>
<b>10. HARDWARE FITTINGS</b>	<b>: 'EVERTITE' OR 'ABRO' OR 'GKW'</b>
<b>11. WALL PUTTY</b>	<b>: 'BIRLA WALL CARE' OR 'MODI WALL'</b>
<b>12. ACRYLIC EMULSION PAINT</b>	<b>: WHITE AURA (3P0051) OF 'BERGER' OR SOLEMN YELLOW (7882) "ASIAN' OR 'NEROLAC'</b>
<b>13. SYNTHETIC ENAMEL PAINT</b>	<b>: 'ARO' OR "ASIAN' OR 'BERGER'</b>
<b>14. P.O.P. FALSE CEILING</b>	<b>: 'GYPBORD' OF SAINT GOBIN INDIA LTD</b>
<b>15. RUBBERIZED FOAM &amp; EDGES</b>	<b>: 'MANGALAM' OR 'M.M.F</b>
<b>16. TAPESTRY &amp; UPHOULSTERY CLOTH</b>	<b>: IN THE PRICE RANGE OF RS. 350/- PER R.MT.</b>
<b>17. VERTICAL BLINDS</b>	<b>: 'VISTA LEVOLOR' OR 'ROYAL TOUCH'</b>

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18. FLOOR TILES (I.S.I.) : VITRIFIED TILES OF 600X600 MM PREMIUM QUALITY OF BELL OR 'NITCO' OR 'SOMANI' VERMORA OR 'MARBITO', JOHNSON OR ORIENT
19. CAST IRON PIPES & FITTINGS : 'KAFI' OR 'B.P.L.' OR 'NICO'
20. GALVANIZED IRON PIPES (HEAVY DUTY) : 'TATA' OR 'SWASTIK' OR 'JINDAL'
21. GALVANIZED IRON FITTINGS (HEAVY DUTY) : 'UNIQUE' OR 'D.G.' OR 'JET'
22. VITREOUS CHINA SANITRY WARES : 'HINDUSTAN' OR 'JOHNSON' OR 'CERA' BRAND
23. C.P. BRASS TOILET ACCESSORIES (ISI) : 'JAGUAR' OR 'HINDWARE' OR ESCO' OR GROHE BRAND.
24. GLAZED CERAMIC WALL TILES : 'SOMANI' OR 'NAVEEN' OR 'NITCO' BRAND.
25. CEMENT : LAFARGE, JAYPEE, ULTRATECH, ACC,MOD OR EQUIVALENT
26. WHITE CEMENT : BIRLA WHITE, JK WHITE OR EQUIVALENT
27. STEEL FOR REINFORCEMENT : TESTED STEEL OF RATHI, GOYAL, TATA OR MAGNUM (TMT STEEL).
28. BRICKS : GHOLE BRICKS OF METRIC SYSTEM OR FLY ASH.
29. WOOD FOR JOINERY FRAMES, PARTITIONS: NATURALLY SEASONED, FIRST CLASS PINE.
30. ELECTRICAL WIRES & CABLES: 'HAVELLS' or 'POLYCAB' or 'FINOLEX'
31. SWITCH BOARD SHEETS : 'ANCHOR ROMA' or 'HAVELLS' or 'LEGRAND' (3 mm. thick)
32. SWITCHES & SOCKETS : 'ANCHOR ROMA' or 'HAVELLS' or 'LEGRAND' (3 mm. thick)
33. SWITCH FUSE UNITS : 'ANCHOR ROMA' or 'HAVELLS' or 'LEGRAND'
34. P.V.C. CONDUITS & ACCESSORIES : 'SETIA' or 'B.E.C.'
35. M.C.B. & D.B. : 'ANCHOR ROMA' or 'HAVELLS' or 'LEGRAND'
36. CEILING FANS : 'HAVELLS' or WIPRO or PHILIPS ( of Metal)
37. WALL MOUNTED FANS : 'HAVELLS' or WIPRO or PHILIPS ( of Metal)
38. TELEPHONE CABLES : FINOLEX or HAVELLS or POLYCAB
39. CHANGE OVER SWITCHES : 'ANCHOR ROMA' or 'HAVELLS' or 'LEGRAND'
40. SWITCH FUSE UNITS : 'ENGLISH' or 'ELECTRIC'
41. AIR CONDITIONERS INVERTER TYPE (TWO STAR RATING): VOLTAS or BLUE STAR or CARRIER
42. INFORMATION OUTLETS : AMP. or D- LINK or SYSTIMAX
43. U.T.P. CAT LAN CABLE : AMP. or D- LINK or SYSTIMAX
44. PATCH CARDS WITH CONNECTORS : AMP. or D- LINK or SYSTIMAX
45. LAN SWITCH : CISCO or D- LINK or LANKSYS

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**DOORS, SHUTTERS, FURNITURE, WOOD, WITHOUT BLACK MARKS/PATCHES COUNTERS, CABINETS, TABLES ETC. OF FUNGUS AND SHALL BE GOT APPROVED FROM THE ARCHITECT & BANK'S ENGINEER BEFORE BRINGING THE SAME AT SITE.**

**SECTIONAL SIZES STATED IN DESCRIPTION OF SPECIFICATIONS OF ALL THE TENDER ITEMS ARE FINISHED SECTIONAL SIZES.**

**NOTE:**

- 1. THE CONTRACTOR SHOULD OBTAIN PRIOR APPROVAL FROM EMPLOYER / CONSULTANTS BEFORE PLACING ORDER FOR ANY SPECIFIC MATERIALS. EMPLOYER MAY / DELETE ANY OF THE MAKES OR BRANDS OUT OF THE ABOVE LIST.**
- 2. ALL MATERIALS SHOULD CONFORM TO RELEVANT STANDARDS AND CODES OF BIS.**
- 3. MATERIALS WITH I.S.I. MARK SHALL BE USED DULY APPROVED BY THE BANKS ENGINEER /ARCHITECT.**

**NOTE: - IF ANY MATERIAL IS FOUND TO BE NOT UP TO THE MARK, THE CONTRACTOR WILL HAVE TO PRODUCE ORIGINAL BILLS/CERTIFICATE FROM THE MANUFACTURER OR HIS AUTHORIZED DISTRIBUTOR FOR AUTHENTICITY AND GENUINENESS OF THE MATERIAL FOR CONSIDERATION AND AS PER MAKE APPROVED BY THE BANK. THE SAME WILL NOT BE CONSIDERED FOR PAYMENT.**

**8.08. DOCUMENTS REQUIRED IN SUPPORT OF ORIGINALITY OF SPECIFIED MATERIALS:**

Architect may require the Contractor in writing, at any Stage of execution and before the expiry of the Defects Liability Period, to produce Authenticated Copies of Supply Orders, Bills/Receipts of Materials procured by him for Execution of Work and the Contractor will do so within five days of receipt of such written Notice by Architect. If the Contractor fails to adhere to such demand, Architect may stop any due Certification to the Contractor's Interim or Final Bill, till such time that required papers are made available to the Architect by the Contractor and the Contractor shall not claim any extra on this behalf.

**8.09. RATE ANALYSIS OF ITEMS OF WORK :**

The Contractor shall have to submit "ANALYSIS OF COST" of Rates quoted by him, if required by the Architect at any Stage of Execution of the Work. Such Analysis shall be based on the Basic Rates mentioned by him including Taxes, Carriage etc. and Overhead & Profit Percentage etc.

**8.10. TESTIFYING& CERTIFICATION OF QUALITY OF MATERIALS:**

In case of doubt of Technical Specifications of particular Material being used for execution of Work, the Architect, to his discretion, may ask the Contractor for carrying out necessary Tests of the same from a Reputed Laboratory & submit Certificate to that effect. The Contractor will hereunder give Name of Laboratory & Authority to be contacted for carrying out such Tests. All Test will be carried out at the cost & expenditure of the Contractor and the Owner shall not pay anything extra on this behalf.

**8.11. SAFETY RULES:**

Suitable scaffolds shall be provided for workmen of all Trades. When a ladder is used an extra laborer shall be engaged for holding the ladder and if the ladder is used for carrying materials as shall be suitable and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  (1 horizontal to four vertical). Scaffolding or staging more than 3.25 Mt. Ground or Floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced & otherwise secured at least 1 meter high above the floor or platform of such Scaffolding or

staging& extending along entire length with only such opening as may be necessary for delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swinging from the building or structure. Working platform, gangways & stairways shall be so made that they do not sag unduly or unequally and where height of the platform or the gangway or the is more than 3.25 Mt. Above Ground or Floor Level, they shall be have adequate width and should be suitably fastened as described in the Para above. Safe access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable ladder shall be over 9 meter in length while the width between side rails in swung ladder shall in on case less than 300 mm. for ladder up to and including 3.5 meters in length. For longer ladders this width should be

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increased by at least 20 mm. for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions will be taken to prevent danger from electrical

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Equipment. No material at any of the site of Work will be so stacked or placed as to cause danger or inconvenience to any persons or the public. Providing suitable fencing shall provide every opening in floor of a building or a platform with a suitable means to prevent fall of a person or materials. The Contractor shall provide fencing & lights to protect public from accident & shall bear the expenses of defense of every suit action or other proceeding at law that may be brought by any persons for accident, & shall be bound to bear expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such person.

All trenches 1.50Mt. or more in depth will at all time supply with one ladder for each 30.00 Mt. length ladder shall be excluded from bottoms of the trench to at least 1.00 Mt. above surface of the ground side of the slopes shall be slopped back as and where necessary irrespective of depth to give suitable slope to avoid the danger of side collapsing Contractor's own risk & cost. Excavated material shall not be placed within 1.5m or as of trench or half of depth or more and in on case same shall be placed in area to be further excavated. All surplus materials shall be disposed off at the required place for which no extra payment will be made even if double handling is restored to Cutting shall be done from tip to bottom, under no circumstances shall underpinning and undercutting be done.

#### 8.12. DEMOLITION DURING PROGRESS OF WORK:

- A. All roads & open areas adjacent to the Work site shall either be closed or suitably 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 steps will be taken to prevent danger to persons from risk of fire or explosion of flooding. No floor other part of shall be so overloaded with debris of materials as to render it unsafe.
- D. All necessary personal safety equipment as considered adequate by the Engineer in charge  
Should be kept available for the use persons 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 these concerned.
- E. Workers mixing asphalted materials, Cement & Mortar shall be provided with goggles.
- F. Of these engaged in while washing and mixing or attacking of cement bags or any materials, which is injurious to the eyes, shall be provided with protective goggles.
- G. Those engaged in welding Works shall be provided with welder's protective eyesight lids.
- H. Use of hoisting machine and tackle including their attachment anchorage and supports shall conform the following standards or conditions.  
These shall be of good mechanical construction, sound materials and adequate and free from patent defect and shall be kept in good repair and in good working order.
- I. Every rope used in hoisting or lowering materials or a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- J. In case of every hoisting machine and of every chain ring book shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load.
- K. In case of a hoisting machine having a variable safe working load. Each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- L. In case of departmental machine the safe working load shall be notified by the Electrical Engineer in charge as regard Contractor's machine the contractor shall notify safe working load of the machine to the Engineer in charge whenever or he bring any machinery to site of work. Get it verified by the Architect.

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- M. Mortars, gearing transmission electric wiring of dangerous part of hoisting appliances should be provided with efficient safe guards with such means as to reduce to minimum risk of accidental descent of load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized insulating mates, wearing apparel, such as gloves sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- N. All scaffolds, ladders & other safety devices stated or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while in use. Adequate washing facilities should be provided at or near places of work.
- O. These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.
- P. To ensure good endorsement of Rules & Regulation of safety Codes, arrangement made by the Contractor shall be opened inspection by Labor Office / Engineer in Charge of the Department of their representative.
- Q. Not with standing the above clauses from (1) to (2) there is nothing in these to exempt the contract from the operations of any other act or Rule in force in the Republic of India. ]
- R. Providing suitable fencing with minimum 1.00 Mt. Height will provide every opening in Floor or Working Platform with suitable means to prevent fall of a person or material.

**8.13. EQUIVALENCY OF STANDARDS AND CODES, MEASUREMENTS & MATERAILS:**

Wherever reference is made in Contract to specific Standards & Codes to be met by materials & goods to be furnished and Work performed or tested, the provisions of latest Edition or Revision of Relevant standards and codes in effect shall apply, unless otherwise expressly stated in the contract. In case no reference is made for any particular work, relevant IS Codes will be followed.

Providing, opening, measuring & testing devices & materials including consumable are included in Scope of Work. No separate payment for testing shall be made but rates quoted for various items shall be deemed to include cost of tests required to ensure specified quality. All materials shall be of standard quality, manufacture by renowned concerns, conforming to Indian Standards and shall have certification work From Bureau of Indian Standards as far as possible unless otherwise approved by Engineer. The Contractor shall get all materials approved by Engineer prior to procurement and use. The contractor shall furnish manufacture's certificates, for the materials supplied by him when asked for Further to that he shall get the materials tested from an approved Test House, if asked for by the Engineer. The cost for all the tests and test certificate shall be borne by the Contractor. Any materials procured or brought to Site and not conforming to specification of the Engineer shall be rejected and the Contractor shall have to remove the same immediately from site at his own expense and without any claim for compensation due to such rejection. All goods & materials to be incorporated in the Work shall be new, unused, of the most recent or current models and incorporate all recent improvements in design unless provided otherwise in the contract. Wherever referred to in this tender document, only latest revision, which is in force till the completion of work of specifications, Codes of Practice and other publications of the Indian Standards Institution, shall be applicable.

**8.14.WORK SPECIFICATIONS:**

The Work will be executed as per the nomenclature of each Items of B.O.Q., Drawings, Specification and Terms & Conditions read with those given in the Contract. In absence of any definite provision in

the Specification contained herein. Wherever Specifications are silent the construction shall conform to relevant I.S. Code. In case of any dispute arising out of interpretation of the above, the Architect's Decision shall be final & binding. Excavation in foundation will include all shoring & protection works required for ensuring safety during execution. Nothing extra will be paid for wet excavation or bailing out water & Contractor will make his own arrangement for bailing out water including pumping.

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8.14. SITE CLEARANCE:

Before the earth work is started, the area coming under cutting and filling shall be cleared of shrubs, rank vegetation grass, brush wood, trees and sapling of girth up to 30 Cm. measured at a height of one meter above ground level and rubbish removed outside Bank's boundary. The roots of trees

and saplings shall be removed to a depth of 60 Cm. below ground level or 30 Cm. below formation level or 15 Cm. below sub - grade level whichever or lower and the holes or hollows filled up with the earth, rammed or leveled. The work of this nature shall be covered in initial rate of earthwork and no separate payment shall be made for site clearance.

8.15. SCOPE OF ELECTRICAL WORK & GENERAL INSTRUCTIONS:

Scope of Electrical Work shall include design, manufacture, erection, supply, loading, unloading, storage, testing & commissioning Electrical Work including labor, tools, tackles, hardware consumables & steel fabrication etc. as required. Scope of Work broadly shall cover the following:

- A. Wiring and Conducting.
- B. Supply and Installation of Light Fixture
- C. Supply and Installation of Distribution Boards.

Installation shall conform to Indian Standards Code of Practice for Electrical Installation is: 732 – 1963 and 2274 – 1963. It shall also be in conformity with Indian Electrical Rules and the Regulation, National Electrical Code, CPWD specification and requirement of Local Electric Supply Authority. In general all material, equipments & workmanship shall conform to the Indian Standards, Specification and code. Some of the applicable Codes Standards are as under-

- A. MCB IS: 8828 - 1996
- B. MCCB IS: 2516
- C. ELCB IS: 12640
- D. I.I.KV cable IS: 1554 – 1988
- E. Ceiling Fan IS: 374 – 1979

8.16. FEES, PERMIT AND TESTS:

The Contractor shall obtain Sanction (i.e. electrical load, approval of drawing) and permits required for the electrical installation. All actual fees payable in this regards will be reimbursed against Receipt/documentary evidence. On completion of the work the Contractor will obtain N.O.C. from State Electrical Board & Chief Electrical Inspector. A copy of this shall be delivered to the Employer through Consultant. The Architect & Engineer in charge shall have full powers regarding the materials of work got tested by Independent agency at the electrical contractor's expenses in order to prove their soundness and adequacy. The Contractor will rectify the defects suggestion pointed out by independent Agency through employer/consultants at his own expenses. Installation shall comply with the requirements of

Indian Electrical Act 1910 as amended up to date. Indian. Electrical rules 1955 attended up to date there under and special requirements, if any of the State Electrical. Boards etc. Contractor should have a valid Electrical Contractor in case issued by M.P.E.B.

8.17. DRAWINGS:

Drawings showing general electrical Layout & Distribution are enclosed with this Tender & same are meant to give a general idea to Bidder regarding the nature of work covered by these specifications.

8.18. ULTIMATE DISTRIBUTION BOARDS:

Distribution boards shall be of standards make with MCCB'S of approved make given. Distribution boards shall be made with steel sheet, weld enclosure with double door IP 42 protection and shall be powder coated. Sufficient clearance between conductor of opposite pole & body will be maintained in order to avert any chance of short circuit. Removable conduit entry plates shall be provided at top & Bottom to facilitate drilling holes at site to suit individual requirement. MCB'S/MCCB'S shall be mounted on high-grade rigid insulating support and connected by Aluminum bus Bars. Each incoming MCCB'S/MCB'S isolator shall be provided with solder less cable

sockets for crimping. Phase separation barriers made out of resistant materials shall be provided between the phases. Bars shall be color coded for phase identification. Ultimate Distribution

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Boards shall be recessed in wall or if required mounted on wall surface with necessary clamp bolts etc. the mounting height shall not exceed 1200 mm. from finished floor level. Distribution boards shall be provided with proper circuit identification nameplate and danger sticker/plates as per requirements.

8.19. PAINTING AND METAL TREATMENT AND TROPICALISATION:

M.S. Accessories will be processed for degreasing, acid wash, cold rinsing & painting with one coat of corrosion resistant primer paint etc.

8.20. CABLE ALLEY:

Ample cable space designed to accommodate PVC insulated Aluminum conductor cable shall be an essential feature. The cubicle width shall be adequate for cable jointer to work within the cubicle during the cable jointing. All intermediate horizontal structural members shall be removable to permit easier access for handling bending and termination of cable. The entire cable space be clear from vertical bus bar and other live parts. If vertical bus bar occupy any position in proximity to the cable space. They shall be completely enclosed prevent accidental contact with them during cabling. A horizontal wire way with screwed shall be provided at the top to take inter – connecting control wiring between different, vertical sections.

8.21. SWITCHES:

All 5 Amp & 15 Amp Switches & Sockets shall be of 240 VAC grade. Switches shall be fixed on Zinc Passive Boxes. All 5 Amp socket shall be 5pin type & 15 Amp shall be 6pin type. Switches & Sockets will be of Off White finish. Switch controlling lights or fans will be connected to Circuit Phase wire. Switches for light shall be at 1250 mm. and DBS shall be fixed at 1500 mm. above Floor.

8.22. WIRING:

All PVC insulated flexible copper conductor wire shall be ISI marked. Internal wiring shall be carried by PVC insulated wire of 650/1100 V. & Circuit for Points shall be in Looping system & no joint will be allowed in total length of Conductor. Circuit Wiring shall be laid in separate conduit originating from Distribution Board to Switch Board for Light & Fan Switch Board may have more than one Circuit but shall be of same phase. Looping circuit shall be drawn in same conduit for Point Wiring. Each Circuit shall have a separate Neutral Wire which shall be carried out from point to point or in Light / Fan Switch Board. Separate Earth Wire shall be provided with Circuit Wiring for each Circuit. For Point Wiring Red Color wire shall be used for Phase & Black Color Wire for Neutral. Circuit Wiring shall be carried out with Red, Yellow or Blue Color PVC Insulated Wire for RYB Phase Wire respectively & Black Color PVC Insulated Wire Neutral Wire. Bare Copper Wire shall be used as Earth Continuity Conductor & shall be drawn along with other Wires. No wire shall be drawn into any Conduit until all the Works of any nature that may cause injury to wire is completed. Care shall be taken in pulling Wire so that no damage occurs to insulation of Wire.

Wiring shall be carried out with following size of PVC Insulated flexible single core copper conductor wire unless otherwise required:

A.	Light Point:	1.5 Sq. mm.
B.	Ceiling Fan/Exhaust Fan:	1.5 Sq. mm.
C.	Call Bell Point:	1.5 Sq. mm.
D.	Plug Point:	2.5 Sq. mm.
E.	Circuit Wiring:	2.5 Sq. mm.
F.	General Power Point:	4.0 Sq. mm.

8.23. TELEPHONE WIRE AND CABLES:

Separate Conduit shall be provided for Internal Telephone Wiring System commencing from the Tag Block. All Telephone Wire shall be 2 Pair Telephone Cable from Tag Block. Telephone Wire shall be 0.61mm. Dia. Annealed Tinned high Conductivity Copper Conductor PVC Insulated GY conforming to cable in conduit shall be provided for connecting various tag blocks.

8.24. LUMINARIES:

Medium Bay HPSV Fixtures: Luminaries shall be suitable for SON 150 W high-pressure sodium vapor lamps and shall have a cast Aluminum painted gear tray with MS eyebolt of 30 mm. inside

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Diameter with a gourmet for cable entry. Incorporating ballast and other accessories, painted cast aluminum housing and a high purity wide beam Aluminum reflector with suitable hanging arranging

The SON lamps will have minimum average luminous flux. Of 15.500 lumens, these fixtures shall be used in all the covered sheds of warehouse. Fluorescent Fixture: Luminaries shall be suitable for 1X 36 Watt and 2 X 36 Watt cool day light Fluorescent Tubes having nominal luminous flux. Of 3250 lumens the luminaries shall be suitable for surface mounting and shall have CRCA sheet mounting

channel incorporating all electrical accessories such as copper wound ballast, starter and PF improving condenser, copper wiring and a sheet cover for the channel. Metallic surface shall have powder-coated painting in white.

#### 8.25. MAXIMUM NUMBERS OF WIRES & CABLES IN A CONDUIT:

The Contractor shall not draw more than following Maximum Permissible Numbers of M.S. or PVC Insulated Copper Conductor Wires/Cables that may be draw or laid in the Conduit of Various sizes:

SIZE OF WIRE CABLE IN SQ. M.M.	MAXIMUMPERMISSIBLE NUMBER OF 1000 V GRADE SINGLE CORE CABLE DRAWN IN TO A CONDUIT													
	SIZE OF CONDUIT IN MILLIMETERS													
	16		20		25		32		40		50		63	
	S Straight	B Bend	S Straight	B Bend	S Straight	B Bend	S Straight	B Bend	S Straight	B Bend	S Straight	B Bend	S Straight	B Bend
1.00	5	4	7	5	13	10	20	14						
0.25														
1.50	4	3	7	5	12	10	20	14						
2.0														
2.5	3	2	4	5	10	8	18	12						
3.0														
4.0	3	2	4	3	8	7	12	10						
4.5														

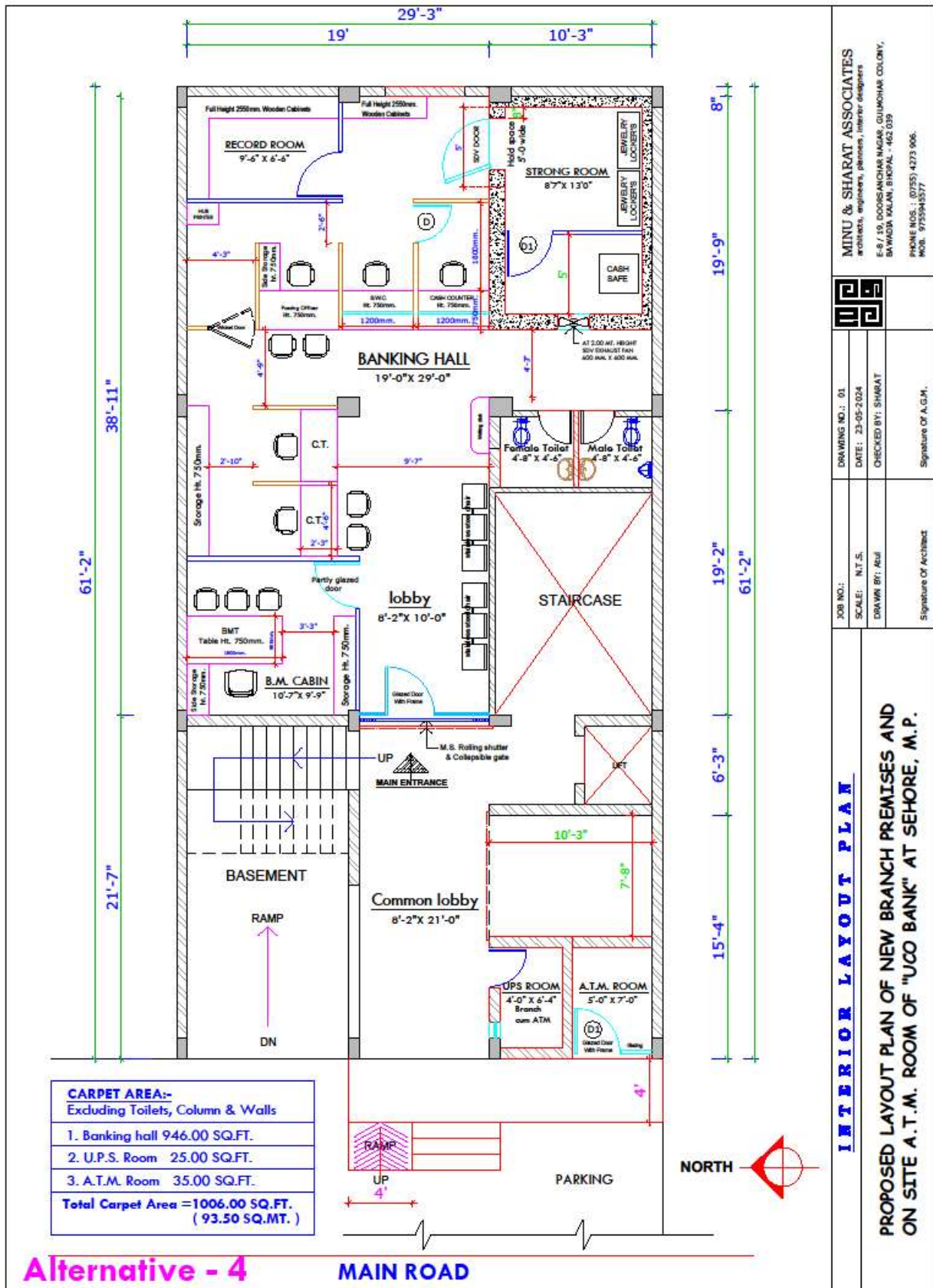
(Signature & Seal of the Contractor)

Dated:

Place:

Address:

Signature of Contractor



Signature of Contractor

Signature of Contractor