

INDIAN BANK

TENDER

FOR

RENOVATION WORKS (INTERIOR, ELECTRICAL, A/C & CIVIL WORKS) FOR IN INDIAN BANK, ZONAL OFFICE, 3-6-365, 4TH FLOOR, LIBERTY PLAZA, HIMAYATNAGAR, HYDERABAD, T.S-500029.

PART - I

TECHNICAL BID

This Technical Bid contains 71 pages.

I N D E X

<u>DESCRIPTION</u>	<u>PAGE NOS.</u>
FORM OF TENDER	3
NOTICE INVITING TENDER	4 - 5
PREQUALIFICATION DOCUMENTS	6 - 14
INSTRUCTIONS TO TENDERERS	15 - 19
ARTICLES OF AGREEMENT	20 - 23
GENERAL CONDITIONS OF CONTRACT – APPENDICES (SEE SEPARATE INDEX)	24 - 66
SPECIAL CONDITIONS OF CONTRACT	67 - 69
APPROVED LIST OF MATERIALS	69 - 74

FORM OF TENDER

Indian Bank

Zonal Office,
Premises Dept,
3-6-365, 4th floor,
Liberty Plaza
Himayat nagar,
Hyderabad, T.S- 500029.

Dear Sirs,

SUB: Invitation of Tender for Renovation (Interior, Electrical, AC & Civil) work Indian Bank Zonal office, 3-6-365, 4th floor, Liberty Plaza, Himayatnagar, Hyderabad, T.S, 500029.

Having examined the plans, specifications, conditions and schedule of quantities prepared by you, and satisfying ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted for the items in the Schedule of Quantities.

I/We herewith deposit **Rs.2,50,000/- (Rupees Two lakhs fifty thousand only)** by crossed demand draft/ Bank Guarantee on a Bank other than the clientele, dischargeable/payable at Hyderabad and drawn in favour of Indian Bank as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of **Rs.2,50,000/- (Rupees Two lakhs fifty thousand only)** in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within the stipulated time specified in the Appendix to General Conditions of Contract.

I/We agree to keep our tender open for **120 (one twenty) days** from the date of opening of Envelope No. 1.

I/We enclose the completed tender documents duly signed under two separate sealed envelopes and the Earnest Money Deposit Rs._____ (Rupees _____ only) by Bank Draft / Bank Guarantee No. dated Issued by

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of Tenderer who has the Power to do so]

Place:
Date :

Witness Signature:
 Name:
 Address:
 Seal:

INDIAN BANK

NOTICE INVITING TENDER

Indian Bank, Zonal Office, 3-6-365, 4th floor, liberty plaza, Himayatnagar, Hyderabad invites sealed tenders in 2 bid system (Techno commercial and financial bid in two separate covers) for Renovation works (Interior, Electrical, A/C & Civil works) for Indian Bank Zonal office, 3-6-365, 4th floor, Liberty plaza, Himayatnagar, Hyderabad, T.S, 500029'.

1.	Name of Project	Renovation works (Interior, Electrical, A/c & Civil works) in Indian Bank Zonal office Liberty plaza, Himayatnagar, Hyderabad, T.S, 500029.
2.	Estimated cost of work	Rs.1.22 Crore
3.	Period of completion	4 months reckoned from 120 day from the date of issue of the Work Order or handing over of site whichever is later
4.	Eligible criteria for contractors	Reputed firms (1) having completed during the last 5 years ending 31.08.2018 at least one similar work of Rs.121 Lakh or two similar works of Rs.75 Lakh each or 3 similar works of not less than Rs.60 Lakh each, (2) having Average Annual Financial turnover of at least Rs.145 Lakh during the last 3 years ending 31 st March 2014. (3) 24 x 7 local service set –up, (4) should not have incurred any loss during the last three years ending 31 st March, 2018 and (5) should have a solvency of Rs.60 Lakh issued by a scheduled Bank on or after 01.04.2018. (6) Copy of TDS Certificates issued by the employer in support of eligibility criteria as in point No.1 above (value of completed works) shall also be submitted alongwith tender request letter.
5.	Tender Documents	Tender documents can be downloaded from banks website www.indianbank.co.in/tenders from 28.09.2018 to 19.10.2018 4 pm.
6.	Cost of Tender Documents	Rs. 2,000/- Cash Tender documents may be purchased FIROZ AHMED, ARCHITECT, H.no:13-6-436/A/33, Lakshmi Apartments, 2 nd Floor , 301, Lakshmi nagar, Pillar no.68, Mehidipatnam, Hyderabad, 5000028, Cell:9848149737.
7.	Last date of submission of tenders	22.10.2018 upto 15.00Hrs. at Indian Bank Zonal office, 3-6-365, 4 th floor, Liberty plaza, Himayatnagar, Hyderabad, T.S, 500029..
8.	Earnest Money Deposit	DD or B.G. for Rs.2,50,000/- (Rupees Two Lakhs fifty Thousand only) issued by any scheduled Bank favoring Indian Bank.
9.	Date of opening the Technical Bid (Cover-1)	23.10.2018 at 15.30Hrs. at Indian Bank, Hyderabad for evaluation of technical bid and prequalification of bidders
10.	Date of opening of Financial bid (Cover –2)	Will be informed to the prequalified bidders separately

Note:

1. Applications for issuance of tender without complete information and certified photocopies of documents in support of fulfilling the Pre-qualification criteria will not be entertained.
2. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up the work in Indian Bank.

3. The Bank reserves the right to verify the particulars furnished by the applicant independently.
4. Short-listing of contractors will be finalized after inspection of works and obtaining confidential reports from previous employers for only those firms who fulfill the aforesaid Pre-qualification criteria and that specified in Technical bid.
5. The bank reserves the right to reject any tender/bid without assigning any reason and to restrict the list of qualified contractors for opening of the financial bid to any number deemed suitable by it, from out of the bids received.
6. A pre-bid meeting will be held at 04.10.2018 at the Corporate Office Premises to give clarifications and decisions in connection with any issues or doubts raised by the tenderers. The tenderers should send a list, in duplicate, of any clarifications or decisions they need, so as to reach the Employers' offices not later than 04.00 pm on 28.09.2018 . The queries can be sent to fax no. **044-23222810 / 23226722** or email to zohyderabad@indianbank.co.in. **The purpose of the pre-bid meeting is to ensure that the bids will be submitted without any conditions and to clarify all issues raised by the bidders.** The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents.

DEPUTY GENERAL MANAGER (P&E)

Indian Bank, Zonal Office,
Premises Dept,
3-6-365, 4th Floor, Liberty Plaza,
Himayat nagar,
Hyderabad, T.S – 500029.
Ph: 040-23222810, 23226722.

PREQUALIFICATION DOCUMENTS

1.0 Criteria for Eligibility and documents to be submitted along with Part I.

- 1) List of Clients for similar nature of work alongwith documentary evidences about award / completion of works with value, completion period, type of Buildings, name and address / contact No.
- 2) List of works of similar nature in hand with value, schedule date of completion.
- 3) List of Banker alongwith address, contact number of Branch.
- 4) Turn-over of the company for the last 5 financial years, supported by documents.
- 5) Solvency certificate from the Bank for the prescribed value.
- 6) Organizational chart of the company.
- 7) Organizational chart for the personnel proposed to be deployed at Indian Bank project (Engineer, Supervisor, skilled & non-skilled workers and administrative staff)
- 8) List of plant and machinery available with the firm & to be deployed on the project.

2.0 Documents – details to be enclosed with the Technical Bid:

- Copy of TDS Certificate issued by the employer in support of eligibility criteria.
- Form A – Financial Information
- Form B- Details of all works of similar class/ nature completed during the last five years ending 31.03.2014.
- Form B-1- Additional Information for completed works
- Form C- Project under execution or awarded as on 31.03.2014
- Form D- Performance report for works referred to in Forms B & C
- Form E – Structure and Organization
- Form E-1- Details of Key Technical and Administrative Personnel employed by the firm/company
- Form F - Proforma on ISO certification

FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

YEARS

 2013-14 2014-15 2015-16 2016-17 2017-18

- (i) Gross Annual turn-over in Construction Works:
- (ii) Profit/Loss
- (iii) Financial position:
 - (a) Cash
 - (b) Current Assets
 - (c) Current Liabilities
 - (d) Working capital (b-c)
 - (e) Current Ratio:
Current Assets/Current Liabilities (b/c)
 - (f) Acid Test Ratio:
Quick Assets/Current Liabilities (a/c)
- II. Income Tax clearance Certificate
- III. Solvency certificate from Bankers (Schedule Bank) of Applicant.
- IV. Financial arrangements for carrying out the proposed work

SIGNATURE OF APPLICANT(S)

Signature of Chartered Accountant with seal

FORM 'B'

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS
ENDING 31ST March 2018.**

SL NO	Name of work/project & location	Owner or sponsoring organizations	Agreement No	Scope of work*	Cost of work in Crores	Date of commencement as per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration pending / In progress with details**	Name and address/ Tel No of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

* indicate Number of Units and Number of floors where repair/ renovation works were carried out.

** Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Applicant(s)

ADDITIONAL INFORMATION FOR COMPLETED WORKS

1. Name of work :
2. Location :
3. Client's name and address :
4. Consultants name and address :
5. Scope of work :
 - a. Total Number of Units :
 - b. Number of floors :
 - c. Height of the building :
6. Specialized equipment deployed for the project :
7. Project Management organization structure :
8. Number of shifts and its duration adopted in execution :
9. Systems adopted for timely completion of the project :

SIGNATURE OF APPLICANT(S)

FORM C

PROJECTS UNDER EXECUTION OR AWARDED

SL NO	Name of work/project & location	Owner or sponsoring organizations	Agreement No	Cost of work	Date of commencement per contract	Stipulated Date of completion	Upto date percentage progress of work	Slow progress, if any, and reasons thereof	Name and address/ Tel No of Officer to whom reference may be made	Remarks(Indicate whether any show cause notice issued or Arbitration initiated during the progress of work)
1	2	3	4	5	6	7	8	9	10	11

Signature of Applicant(s)

FORM 'D'

PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM 'B' & 'C'

1. Name of the work/ Project & Location.
2. Scope of work.
 - a. Total Number of Units.
 - b. Number of floors.
3. Agreement No.
4. Estimated Cost
5. Tendered Cost
6. Value of work done
7. Date of Start
8. Date of completion
 - a. Stipulated date of completion.
 - b. Actual date of completion.
9. Amount of compensation levied for delayed Completion, if any.
10. Performance report based on Quality of Work, Time Management, and Resourcefulness : Very Good/ Good /Fair/ Not satisfactory

DATE

SUPERINTENDINGENGINEER/
CHIEF PROJECT MANAGER
OR EQUIVALENT.

STRUCTURE AND ORGANISATION

- (i) Name and address of the applicant
- (ii) Telephone No./Fax No/E-Mail address.
- (iii) Legal Status (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A Limited Company or Corporation.
- (iv) Particulars of registration with various Government bodies (Attach attested photo-copy)
 - a) Registration Number.
 - b) Organization / Place of registration
- (v) Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
- (vi) Was the applicant ever required to suspend work for a period of more than six months continuously after you commenced the construction?
If so, give the name of the project and give reasons thereof.
- (vii) Has the applicant or any constituent partner in case of partnership firm/company, ever abandoned the awarded work before its completion?
If so, give the name of the project and give reasons thereof.
- (viii) 8. Has the applicant or any constituent partner in case of partnership firm/Company, ever been debarred/black listed for tendering in any organization at any time? If so, give details:
- (ix) 9. Has the applicant or any constituent partner in case of partnership firm, or any directors in case of a Company ever been convicted by a court of law? Or any criminal proceedings presently pending? If so, give details.
- (x) Any other information considered necessary but not included above.

SIGNATURE OF APPLICANT(S)

FORM E-1

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY

SL. NO	Designation	Total Number	Names	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6	7

Note : additional information about Technical personnel , if any , may be submitted on separate sheet

Signature of Applicant(s)

PROFORMA ON ISO CERTIFICATION (Optional)

1. Year of Certification

2. Name and Address of Certifying Agency

3. Name of Management Representative

4. Validity of Certificate

Note : Attested copy of certificate (attested by Government Officer or Notary Public) to be enclosed.

SIGNATURE OF APPLICANT(S)

INSTRUCTIONS TO TENDERERS

1.0 LOCATION

- 1.1 Address in Indian Bank Zonal office, 3-6-365, 4th floor, Liberty plaza, Himayatnagar, Hyderabad, T.S, 500029.

2.0 SCOPE OF WORK

The work involves Interior, Electrical, A/C & Civil works as per Drawings, Specifications and Conditions of Contract and in conformity with the guidelines of Local Authorities/Statutory Bodies, Labour dept. etc.

3.0 SUFFICIENCY OF TENDER

- 3.1 Tenderers must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract, schedule of quantities and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders. In case of any discrepancies or uncertainty concerning any thing contained in the tender documents, the tenderer shall obtain the clarification and quote his rates accordingly. No claim for additional payment will be entertained, if the tenderer fails to comply with this requirement.

No extra charges consequent on any misunderstanding or otherwise shall be allowed.

- 3.2 The Tenderer must prior to submitting his tender inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials and working labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

The Tenderer shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground, and sub-soil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.

- 3.3 The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.

4.0 SITE ENGINEER :

The Successful tenderer shall, before receiving Work Order, get the Site Engineer and his team (whom he intends to post full time at site) interviewed and approved by Employer.

5.0 TENDERER TO VISIT SITE :

Each Tenderer must before submitting his tender visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the quotations.

6.0 SUBMISSION OF TENDER:

6.1 The Tender must be submitted in original and as per details given hereunder. The rates shall be filled in the Schedule given in **Part II**, of the tender document.

6.2 Tender shall be submitted in two parts in separately sealed envelopes as described below:

Part I : Technical and Commercial aspects of the offer and
Tender Drawings, EMD and details list in Para 7

Part II : Priced Schedule of Quantities in Original and Duplicate

The envelopes containing Volume I and Volume II of offers shall be duly superscribed with the above titles.

6.3 Part II of offer shall contain only the "Schedule of Quantities" and no conditions whatsoever. Any conditions/stipulated by the tenderer in Part II will not be taken into consideration for evaluation of the tenders.

6.4 Tenderers are requested to quote strictly as per the terms and conditions, specifications, drawings and tender documents and not to stipulate any deviations.

6.5 Agenda to this tender document, if issued, must be signed and submitted alongwith the tender document.

6.6 All pages to be initialed:

All pages of tender documents including any corrections, additions or deletions shall be initialed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorising him to sign on behalf of the Tenderer before submission of tender.

6.7 Rates to be in figures and words:

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed & seal by the Tenderer.

In case of discrepancy between the rates given by the contractor in words and figures or in the amount worked out the following procedure shall be followed.

- a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor, shall be taken as correct.

- b) When the amount of an item is not worked out by the contractor or it does not correspond with the rates quoted by the contractor in figures as well as in words, the rate quoted in words shall be taken as correct.
- c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- d) In case there is a difference in rate indicated in the original and duplicate copies of the tender submitted by the tenderer, the rate indicated in the original copy will be applicable.

6.8 Corrections and Erasures

Corrections and alterations in the entries of tender papers shall be signed in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.

- 6.9 The tender shall contain the names, residence and place of business of person or persons making the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by Corporation shall be signed by an authorized representative, and a Power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

- 6.10 When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by atleast one witness.

6.11 Witness:

Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

The witness shall under no circumstances be a Contractor who has himself tendered for the same work.

7.0 INFORMATION REQUIRED ALONGWITH TENDER:

The following details are required to be submitted along with tender:

- a) List of equipment proposed to be deployed for work.
- b) Site Organization chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.
- c) Programme of work substantiated by proposed resources of manpower and equipment.
- d) Power of Attorney in the name of persons who has signed the tender document.

8.0 ERRORS / OMISSIONS

Any printing or typographical errors/omissions in tender documents shall be referred to the Employer and their interpretation regarding correction shall be final and binding on Contractor.

9.0 TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents purchased by one intending Tenderer to another is not permitted.

10.0 EARNEST MONEY:

10.1 The Tenderer must pay the amount of Earnest Money as mentioned in the Notice of Tender Invitation by Bank Guarantee / Bank Demand Draft payable to Indian Bank. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the Bank Guarantee / Bank Draft along with the tender failing which the tender will not be considered. No other mode of payment shall be accepted.

10.2 The Bank Guarantee for Earnest Money shall remain valid for 3 months from the date of submission of tender. The Earnest Money Deposit of unsuccessful tenderers shall be refunded within three weeks of award of contract to the successful tenderer or within one week of actual commencement of work whichever is earlier and in any case not later than four months.

The Earnest Money Deposit of the successful tenderer shall be refunded on the acceptance by the Employer of the Contractor's Bank Guarantee/ Demand Draft towards Security Deposit.

10.3 The Bank Guarantee/ Demand Draft for Earnest Money shall be issued in favour of **Indian Bank, Chennai**.

The name of the work shall be as mentioned in tender documents.

The Bank Guarantee shall conform to the Proforma E in Appendix V

11.0 VALIDITY:

Tenders submitted by Tenderers shall remain valid for acceptance for a period upto end of **90** days from the date of opening of part-1 of the tender. The Tenderers shall not be entitled during the period of validity, without the consent in writing of Employer to revoke or cancel his tender or to vary the tender given or any terms thereof. If the tenderer revokes his tender or modifies it in anyway without the Employer's concurrence, the Employer shall without prejudice to other rights, be at liberty to forfeit the entire Earnest Money deposited by the tenderer.

12.0 ADDENDA:

12.1 Addenda to the tender document may be issued along with the tender to clarify documents or to reflect modifications to the design or contract terms.

12.2 Each addendum issued by the Employer will be distributed to each person or organisation to whom a set of tender documents has been issued. Each recipient will submit the same along with his tender. All addenda issued by the Employer shall become part of Tender Documents.

13.0 RIGHT TO ACCEPT OR REJECT TENDER:

13.1 The right to accept a tender will rest with the Employer who is not bound to accept the lowest or any tender and who reserves the right to reject any or all the tenders received without assigning any reasons. The Employer also reserves the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed by the tenderer are

liable to be rejected. For this purpose the tenderer shall quote rates for various items which will be self sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for any item executed on the plea of the Client deciding to delete, alter or reduce the quantities prescribed in respect of other items.

- 13.2 The work may be awarded to one or more agencies by splitting the work at the entire discretion of the Employer. The quoted rates by the contractor shall hold good for such an eventuality.

14.0 TIME SCHEDULE:

The time allowed for completing the works is 4 (four) months to be reckoned from **15 Days** from the date of Work Order / date of handing over site whichever is later.

TIME IS THE ESSENCE OF THE CONTRACT

The said work (flats) are either occupied or vacant. Hence depends on status of its occupancy, the work flow has to be decided in consultation with Bank and accordingly executed. The work has to be completed by block wise (each block consists of 6 units).

Tenderers shall submit a programme (time schedule) for executing the entire project and shall furnish the details of their scheme indicating the proposed deployment of their machinery and resources.

15.0 RATES:

The rates quoted shall include all costs, allowances, excise and octroi duties, levies and taxes including income tax, sales tax, VAT, works contract tax, service tax or any other charges including any enhanced labour rates etc., which may become effective for any reason including those due to acts of Government / Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall the Employer be held responsible for compensation or loss to the Contractor due to any increase in the cost of labour or materials, variation in exchange rates etc.

The rates quoted by the tenderers shall include all eventualities such as heavy rain, sudden floods etc., which may cause damage to the executed work or which may totally wash out the work, until the Completion Certificate is issued to the contractor. The Employer will not be responsible for such damage or wash-out of the construction work. The contractor shall have to claim any losses on such accidents from insurance policies which he shall take for this work.

The prices shall be adjusted up in case of any new taxes, levies or duties by Statutory Authorities and shall be adjusted up or down in case of any revisions in existing taxes, levies or duties by Statutory Authorities on presentation of documentary proof by the Contractor.

No escalation of prices shall be permitted on any other account.

16.0 SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an Agreement in the proforma attached with this tender document within 15 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.

ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this day of 2018 between Indian Bank and having its Zonal Office at Liberty Plaza, Himayatnagar, Hyderabad, T.S- 500029 (hereinafter referred to as the "Employer") which expression shall include its successor, legal heirs and assignees of the one part.

AND M/s. having its office at

 (hereinafter referred to as the "Contractor") which expression shall include its successor, legal heirs and assignees of the second part.

WHEREAS the Employer has caused drawings and tender documents for 'Repair and renovation works (Civil, Carpentry, Plumbing & Electrical works) for 36 flats in Indian Bank Quarters, No.2, Ramachandra Road, Mylapore, Chennai-600004'.

AND whereas the Employer has called for tender vide ref. no.
 dated..... .

AND whereas the contractor has submitted the tender ref. no.
 dated to the Employer on

AND whereas the Contractor has agreed to execute the work as per drawings, specifications, conditions of contract and Work Order.

AND whereas the Employer has accepted the Contractor's tender as aforesaid and whereas the tender submitted by the contractor has been accepted for such sum as may be ascertained to be payable in terms of the Bill of Quantities and which sum is estimated to be Rs. (Rupees) hereinafter referred to as the said "Contract Agreement".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions the Contractor shall carry out and complete the Civil, Carpentry, Plumbing & Electrical Works in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.

2) **Contract Price, Taxes and Payment Terms :**

Total contract price is Rs. which is inclusive of cost of materials, equipment, installation charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties including excise duty, sales tax, works contract tax, income tax, octroi etc. in respect of this contract. No claim in this respect will be entertained. Sales tax on works contract & Income tax on payments will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under income tax act 1961.

However, interim payment will be made as per the site measurements on Item Rate basis.

3) **Completion Period:**

Time is the essence of the Contract. The work is to be completed in all respects within **6 (Six) months** reckoned from 15th day from the date of issue of the Work Order or handing over of site whichever is later. If the Contractor fails to complete the job within the agreed time period the Contractor will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) **Earnest Money:**

The Contractor has deposited an amount of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) as earnest money.

5) **Inspection of Site:**

The Contractor has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Contractor may come across in the course of the work shall in no way relieve the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

6) **Supply of Material and Labour:**

The Contractor shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work. The Contractor will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Contractor shall be of the best quality conforming to the required specification mentioned in the tender document and will be subject to the approval of the Employer. All such materials not approved by the Employer shall be removed at once by the Contractor at his own expense. The Contractor shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

7) **Defective Work / Materials:**

If any part of the work done by the Contractor is found defective in workmanship or if bad or inferior materials have been used the Contractor shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the Employer. The decision of the Employer in this regard shall be final and binding on the Contractor. In case of default of the contractor to remove the defective work and rebuild the same or replace bad or inferior

materials as directed by the Employer, the Employer shall be entitled to employ anyone else to carry out the same at risk and cost of the Contractor and recover all expenses incurred in this regard from the contractor.

8) **Inspection of Work:**

During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.

9) **Supervision:**

The Contractor shall provide one or more competent and technical qualified engineers duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer.

10) **Compliance with Statutory Regulations & Work Rules:**

The Contractor shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Contractor's dues. The Contractor shall have to arrange insurance cover for the workers / personnel engaged by him for the job.

11) **Determination of Contract:**

In the event of Contractor failing to keep / adhere to agreed schedule of work, or in the event of the Contractor failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Contractor failing to complete the work within the stipulated period, the Employer may terminate this Agreement forthwith and employ, at the Contractor's risk and cost, another contractor or sufficient number of workmen to complete the work.

12) **Force Majeure:**

This clause will be operative only if the work is delayed by

- a) Acts of God
- b) Earthquake or floods or similar natural calamities.
- c) Serious loss or damage by fire or lightning.

In case any Force Majeure condition herein mentioned occurs and continues for a period exceeding 15 days the parties hereto undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

13) **Arbitration:**

" In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/application of any provision/clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by

mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian arbitration and Conciliation act 1996.

The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointed one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively at Chennai and any award passed by arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".

IN WITNESS whereof the said contracting parties have set their hands and seals on the day and year first hereinabove witness.

Witness Address

Employer

Witness Address

Contractor

INDEX TO GENERAL CONDITIONS OF CONTRACT

Sr. No.	Item	Page Nos.
1.	Interpretations	27
2.	Scope of Contract	28
3.	Drawings and Specifications	29
4.	Schedule of Quantities	29
5.	Sufficiency of Schedule of Quantities	29
6.	Errors in Schedule of Quantities	30
7.	Notices	30
8.	Commencement of work at site	30
9.	Contractor to provide everything necessary	30
10.	Authorities, Notices, Patent Rights & Royalties	31
11.	Materials and workmanship to conform to description	31
12.	Setting out	32
13.	Removal of all offensive matters	32
14.	Opening up works	32
15.	Contractor's Superintendence & Representative on the Works	32
16.	Dismissal of Contractors Employees	33
17.	Access to Works	33
18.	Site supervision	33
19.	Assignment or sub-letting	34
20.	Approval of suppliers	34
21.	Variations not to vitiate Contract	34
22.	Variations to be approved by Employer	34
23.	Measurement of Works	34
24.	Measurement to be recorded before work is covered up	35

Sr. No.	Item	Page Nos.
25.	Prices for Extras etc. - Ascertainment thereof	35
26.	Unfixed Materials	36
27.	Removal of Improper Work and Materials	36
28.	Defects after Completion & Performance Guarantee	36
29.	Certificate of Virtual Completion of works	37
30.	Other persons engaged by the Employer	37
31.	Insurance Contract Conditions – Contractor's Liability and insurance	37
32.	To define Terms and Explain Plans	40
33.	Time of Completion	40
34.	Delay and Extension of Time	40
35.	Liquidated damages for delayed completion	41
36.	Failure by Contractor to Comply with Consultant's Instructions	41
37.	Suspension of Works	41
38.	Determination of Contract	42
39.	Certificate and Payment	43
40.	Notices	44
41.	Termination of Contract by the Employers	45
42.	Photographs of works carried out	46
43.	Foreclosure of Contractor in Full or in part.	46
44.	Inspection of site and sufficiency of Tender	46
45.	Notice to local bodies	47
46.	Total Security Deposit	47
47.	Water and Electricity	47
48.	Schedule of Quantities – No Claim because actual quantities differ from preliminary statement	48

Sr.No.	Item	Page Nos.
49.	Access for inspection	48
50.	Dimensions	48
51.	Program of Work	48
52.	Stores at Site	49
53.	Facilities for Workmen on site	49
54.	Facilities to sub-contractors and other Contractors	49
55.	Testing of Works and Materials and preparation of Samples	50
56.	Covering up of works	51
57.	Treasure Trove	51
58.	Clearing the Site of Works on completion	51
59.	Completion drawings / Technical literature	51
60.	Keeping areas and access roads clean	51
61.	Site Survey	52
62.	Idle labour	52
63.	Sign Boards	52
64.	Obtaining information	52
65.	Safety Rules	52
66.	E – Model rules for the protection of health & Sanitary arrangements for workers	56
 Appendix to General Conditions of Contract		
	APPENDIX – I	60
	APPENDIX – II	61
	APPENDIX – III	62
	APPENDIX – IV	63
	APPENDIX – V	64

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS_:

In construing these Conditions and the Specifications, Schedule of Quantities and Contract Agreement, the following words, shall have the meanings herein assigned to them except where the subject or context otherwise requires:

- (a) **Employer** shall mean **Indian Bank** with their Corporate Office at No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 and shall include their heirs, legal representatives, assignees and successors.
- (b) **Contractor** shall mean the person or the persons, firm or company whose tender has been accepted by the Employer and shall include their heirs, and legal representatives, and permitted assigns.
- (c) **Works** shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract, and **Site** shall mean the building, land and other places, on or under which the works are to be executed or carried out and other buildings / lands or places provided by the Employer for the purposes of the Contract.
- (d) **Contract Documents** shall include the Notice Inviting Tenders, the Articles of Agreement, the General Conditions of Contract, the Special Conditions of Contract, the Appendices, the Priced Schedule of Quantities, Specifications, and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the Employer and Contractor as admitted by the Employer before award of work and thereafter shall also form part of contract documents.
- (e) **Drawings** shall mean the drawings referred to in the Specifications, description of items etc. and any modifications of such drawings approved in writing by the Employer and such other drawings as may from time to time be furnished or approved in writing by the Employer.
- (f) **Notice in Writing** or written notice shall mean a notice in writing, typed or printed characters, sent by the Employer (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the Contractors and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.
- (g) **Act of Insolvency** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.
- (h) **Virtual Completion** shall mean that the works are in the opinion of the Employer complete or fit for occupation.
- (i) Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires.
- (j) Headings and marginal notes to these Conditions shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

2. SCOPE OF CONTRACT:

The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as **Instructions** reflected either in the Minutes of Meetings or in any other form in regard to :-

- a. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and / or Drawings and /or Specifications.
- c. The removal from the site of any material brought thereon by the Contractor and the substitution of any other materials thereof.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The postponement of any work to be executed under the provisions of this Contract.
- f. The dismissal from the works of any person employed thereupon.
- g. The opening up for inspection of any work covered up.
- h. The amending and making good of any defects.
- i. Co-ordination of work with other agencies appointed by the Employer for due fulfillment of the total work.
- j. Deletion of any item of work from the scope of contract.

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

If Compliance with the Employer's Instructions involves any variation, such variation shall be dealt with under Clause No. 22.

If the Contractor fails to comply with the Employer's Instructions within a fortnight after the receipt of written notice from the Employer requiring compliance with such instructions, the Employer may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

For the purpose of entering day to day instructions by the Employer, the Contractor shall maintain at his own cost, a "Site Instruction Book" in triplicate in which the instructions shall be entered by Employer.

3. DRAWINGS AND SPECIFICATIONS :

The Work shall be carried out to the entire satisfaction of the Employer and in accordance with the signed drawings, specifications and other Contract documents

and such further drawings and details as may be provided by the Employer and in accordance with such written instructions, directions and explanations as may from time to time be given by the Employer.

No drawing shall be taken as in itself an order for execution unless, in addition to the Employer's signature, it is marked "VALID FOR CONSTRUCTION". No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause 10 (Authorities, Notices, Patent Rights and Royalties), or by the authority, directions in writing of the Employer as herein mentioned.

One complete set of the signed Drawings and Specifications and Schedule of Quantities shall be furnished by the Employer to the Contractor. The Employer shall furnish, within such time as he may consider reasonable, one copy of additional drawings which in his opinion may be necessary for the execution of any work. Copies of Drawings and Specifications and Schedule of Quantities shall be kept on the works, and the Employer or his representatives shall at all reasonable times have access to the same. All drawings and specifications shall be returned to the Employer by the Contractor before the issue of the Final Certificate.

Additional prints of drawings, if any, required by the Contractor may be supplied by the Employer but on the payment of charges.

4. SCHEDULE OF QUANTITIES :

The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of quantity measurement, and shall be considered to be approximate and no liability shall attach Employer for any error that may be discovered therein.

5. SUFFICIENCY OF SCHEDULE OF QUANTITIES :

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities. The contractor's Rates and Prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

6. ERRORS IN SCHEDULE OF QUANTITIES :

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified, and such rectification shall not vitiate the Contract but shall constitute a variation of the Contract and shall be dealt with as an authorized extra or deduction.

7. NOTICES

The Contractor shall give all notices and pay all fees and royalties in connection with his constructional activities and shall comply with all Acts and Regulations for the successful completion of the Contract Works.

8. COMMENCEMENT OF WORK AT SITE

The Contractor shall commence his work at site within a maximum period of **15** days from the date of receipt of Letter of Intent / Work Order issued by the Employer or handing over the site whichever is later. The contractor shall commence the work and shall regularly proceed with and complete the same on or before the date of completion stated in the Appendix-I subject nevertheless to provision of extension of time.

9. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Specifications and Schedule of Quantities he shall immediately refer the same in writing to the Employer, who after consultation shall decide which shall be followed, and his decision shall be final and binding. The Contractor shall provide ground for himself and fresh water and power for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the Contractor for hired ground or fresh water obtained from elsewhere. If water from any source other than Municipal main is to be used for construction, the same shall be tested at the Contractor's cost and a report submitted to the Employer for his approval, before such water is used for the works.

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

The Contractor shall provide and maintain all measuring and surveying instruments, including steel tapes, theodolites and dumpy levels at all times for properly carrying out the work and for the use of the Employer, including providing skilled attendants as required.

The Contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day required for the proper execution and protection of the public and safety of any adjacent roads, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, shoring etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the work, to the satisfaction of the Employer.

The Contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required special scaffolding, hoists and ladders and provide them with water and lighting and leave or make holes, grooves etc. in any work, where directed by the Employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderes shall include all these abovementioned contingent works.

10. AUTHORITIES,NOTICES,PATENTS,RIGHTS & ROYALTIES :

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and Byelaws of any local Authority, and of any Public Utility Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Employer written notice, specifying the variations proposed to be made and the reason for making them, and apply for instruction thereon. In case the Contractor shall not within 10 days receive such instructions, he shall proceed with the work conforming with the provision or Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority by the Employer and pay to such Authority, or to any public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer. All statutory fees, deposits etc. paid by the contractor for permanent works to be handed over to Employer shall be reimbursed to him by the Employer against documentary proof.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, design, trade marks of name or other protected rights in respect of any constructional plant, machinery or material used for or in connection with the works or temporary works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

11. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

All materials and workmanship shall, be of the respective kinds specified in the Schedule of Quantities and /or specifications and in accordance with the Employer's instructions and the Contractor shall upon the request of the Employer furnish him all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of all materials which the contract provides for and Employer may require. The laboratories, either established by the Contractor on site or independent, shall be approved by the Employer. The Contractor shall submit the samples of various materials to Employer for approval well in advance of placing orders.

If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid is unobtainable, he shall submit to the Employer his grounds for his contention, and thereupon the Employer shall decide whether the same is unobtainable in fact. If the Employer shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as to be substituted thereof and such order shall be deemed to be an order of variation.

12. SETTING OUT :

The Contractor shall at his own expense set out the works accurately in accordance with the plans. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any errors shall appear during the progress or on completion of any part of the work or within a period of one year from the virtual completion of work, the Contractor shall at his own cost rectify such error if called upon to the satisfaction of the Employer. The Contractor if required, shall further set out the works to the alternative positions at the site until one is finally approved and no extra costs to this effect shall be entertained.

13. REMOVAL OF ALL OFFENSIVE MATTERS:

All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain, cess-pool or other place shall not be deposited on the surface, but shall be at once carried away by the Contractor and disposed off as per the rules and regulations of the Local Authorities concerned.

The Contractor shall keep the foundations and works free from water and shall provide and maintain at his own expense electrically or other power- driven pumps

and other plant to the satisfaction of the Employer for the purpose until the building is handed over to the Employer. The Contractor shall arrange for the disposal of water so accumulated to the satisfaction of the Employer and local authorities and no claims will be entertained afterwards if he does not include in his rates for the purpose.

14. OPENING UP WORKS

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

15. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Employer may consider it necessary until the expiration of the "Defects Liability Period" stated in Clause 28. The Contractor shall meet the Employer or his representative whenever required if so informed by the Employer.

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

16. DISMISSAL OF CONTRACTOR'S EMPLOYEES:

The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon who may, in the opinion of the Employer, be unsuitable or incompetent or unco-operative or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Employer. Such discharges/dismissal shall not be the basis of any claim or compensation or damages against the Employer or any of their officers or employees. The decision of Employer shall be final and binding on the Contractor. The dismissed person shall be replaced by a person acceptable to Employer.

17. ACCESS TO WORKS:

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

18. SITE SUPERVISION

The Contractor shall afford the Employer every facility and assistance for examining the works and materials and checking and measuring time and materials.

The Employer shall jointly record the measurements with Contractor's representative for all items of works.

The Employer shall have the power to give notice to the Contractor or his Engineer In-charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Employer in consultation if required is obtained. The work will from time to time be visited by the Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Employer as the case may be. The contractors shall take total responsibility for the execution of work / items of work by using quality materials and providing best of workmanship to fulfill the true intent of the Contract documents.

19. ASSIGNMENT OR SUB-LETTING:

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

20. APPROVAL OF SUPPLIERS:

For all supplies, the names of manufacturers/brands have to be got approved by the Employer after getting the respective samples first as the case may be. All materials will be of tested quality and as per relevant Indian Standards. In addition to the Test Certificates, mandatory tests will also be done on them by the Contractor at an approved laboratory at his cost immediately as well as at regular frequency laid down in the relevant Indian Standards.

21. VARIATIONS NOT TO VITIATE CONTRACT:

The Contractor shall when directed in writing by the Employer to omit from or vary any works shown upon the drawings or described in the Specifications or included in the Priced Schedule of Quantities, carry out such directions but the Contractor shall not make any alterations in the provisions of the Contract without such authorization or direction in writing from the Employer.

No claim for an extra shall be allowed unless it shall have been executed by the authority of the Employer as herein mentioned. Any such extra is hereinafter referred to as an authorised extra. No variation, i.e. additions, omissions or substitutions shall vitiate the Contract.

The rates of items not included in the Priced Schedule of Quantities shall be promptly submitted by the Contractor for the Employer's approval and shall be settled by the Employer in accordance with the provisions of Clause 22 hereof.

22. VARIATIONS TO BE APPROVED BY EMPLOYER

The Contractor shall submit a statement of variations giving quantities and rates duly supported by Contract rates of comparable items, analysis of rates, vouchers etc. to the Employer. The rates on final acceptance by the Employer shall form a part of the contract.

In the event such extra / variation items totally differ in specification / character, rates for such items will be worked out based on prevailing market rates for the ingredients that go into making of such items and finalised by the Employer. Such rates shall however be not eligible for consideration of Price Adjustment Clause, if any.

23. MEASUREMENT OF WORKS:

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

Should the Contractor omit to attend or neglect or omit to send such agent, then the measurements taken by the Employer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the Mode of Measurements stated in the Preamble to Schedule of Quantities / specifications. The measurement shall wherever not mentioned in the tender be taken in accordance with the Indian Standard of "**Method of Measurement of Building Works (I.S.1200)**" and its latest revisions, if any. Measurements in part or full may be checked by the Employer as the case may be for each trade, and for this the Contractor has to render all necessary assistance and cooperation.

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

All authorised extra works, omissions and all variations made without the Employer's knowledge, but if subsequently sanctioned by the Employer in writing, shall be included in such measurements.

24. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

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

25. PRICES FOR EXTRAS ETC. - ASCERTAINMENT THEREOF:

The Contractor may, when authorised, and shall, when directed in writing by the Employer, add to, omit from, or vary the works shown upon the Drawings, or included in the Schedule of Quantities, but Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause hereof or by the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions:

- (a) i. The net rates or prices in the original tender shall determine the valuation of the extra work where extra work is of similar character and executed under similar conditions as the work priced therein.
- ii. Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net rates or prices of the original tender as accepted by the Employer shall determine the value of the items omitted, provided if omissions vary the conditions under which only remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) For extra items/substitute items where the description of items is different from that of any tendered item, the following method shall hold good.

Where the extra item works are not of similar character and/or executed under conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or addition relative to the amount or the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved **plus 15% (Fifteen Percent)** towards Contractor's overheads and profits, which shall be final and binding on the Contractor. No escalation shall be entertained on the such extra items.

- (d) The Contractor shall submit claims for Deviated items and Extra items in approved formats

26. UNFIXED MATERIALS:

When any materials intended for the works shall have been placed at site by the Contractor, such materials shall not be removed there from (except for the purpose of being used in the works) without the written authority of the Employer and when the Contractor shall have received payment in respect of any Certificate in which the Employer shall have stated that he has taken into account the value of such unfixed materials on the works, such materials shall become the property of the Employer, and the Contractor shall be liable for any loss or damage to any such materials.

27. REMOVAL OF IMPROPER WORK AND MATERIALS:

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in respect of any materials which in the opinion of the Employer are not in accordance with the specifications or instructions, substitution of proper materials, removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other agencies to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be deducted by the Employer from any money due or that may become due to the Contractor. No certificate which may be given by the Employer shall relieve the Contractor from his liability in respect of unsound work or bad materials.

28. DEFECTS AFTER COMPLETION & PERFORMANCE GUARANTEE:

Any defect, shrinkage, settlement unsound construction or other faults which may appear either in the work executed or in materials used within the "Defects Liability Period" stated in the Appendix hereto arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost unless, the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay another agency to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer the amount retained with the Employer vide Clause 39 (Certificate and Payment) or any money due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from such money a sum, to be determined by the Employer, equivalent to the cost of amending such works, and in the event the said amount retained under **Clause 39** (Certificate and Payment) and/or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

Whenever the works pertain to or include the construction of any building, the Contractor shall be held responsible for the safety of the building for a period of **12 months** expiry of the Defects Liability Period, provided herein, and shall be wholly and exclusively liable for any latent or patent defect or deficiency manifesting itself in the building during such period of ten years and affecting or likely to affect the safety of the building. An undertaking / performance guarantee to this effect on non judicial stamp paper of appropriate value (draft of which shall be furnished by the Employer) shall be given by the Contractor.

29. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS :

The Contractor shall report in writing to the Employer, in the form of a Certificate as per Proforma 'D' annexed hereto as and when the works are completed in all respects. The Employer shall after the verification of the works issue to the Contractor a certificate to be called "Virtual Completion Certificate", a copy whereof shall be submitted to the Employer to enable him to take possession of the completed works. The Defects Liability period shall commence only from the date of issue of such certificate.

30. OTHER PERSONS ENGAGED BY THE EMPLOYER:

The Employer reserves the right to execute any part of the work included in this Contract by other agency or persons and the Contractor shall allow all reasonable facilities for the execution of such work. The Contractor shall extend all co-operation in this regard.

31. INSURANCE CONTRACT CONDITIONS - CONTRACTOR'S LIABILITY AND INSURANCE

- (a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of fire, lightning, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or damage and shall at his own cost repair and make good the

same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

For the purpose of this condition this expression "from commencement to completion of works" shall mean the period starting with the date of issue of Work Order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate.

- (b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, for the full contract value including Price Variation Adjustment if any against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia for the insurance shall be borne and paid by the Contractor.

The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the Employer and the Contractor, Employer's name being mentioned first in the policies and the Contractor shall deposit with the Employer the said policy or Policies within 15 days from issue of Work Order. All money payable by the insurer under such Policy/Policies shall be recovered by the Employer only and may be paid to the Contractor or any other agency of Employer's choice in installments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.

- (c) The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

- (d) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor / Sub-Contractor/nominated Sub-Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub-Contractor. Such an insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/ workmen covered by Workman's Compensation Act 1923, and employees / workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy/Policies taken under this para for the personnel in employment with the Contractor / Sub-Contractor may be in their Employer's names of the Contractor / Sub-Contractor / nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor / Sub-Contractor / nominated Sub-Contractors, the Employer and Contractor shall recover directly from the Insurance Company and ensure that payment of

the same is made to the affected parties including the Employer. The policy in original shall be deposited with the Employer.

- (e) The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the employees and directors of the Employer and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum of Rs. 5.0 lakh. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within fifteen days of its issue by the Insurer.
- (f) The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and renewed them if required and that he has paid the necessary premia for keeping the policies valid till the works are completed and handed over to Employer.
- (g) The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any. The Contractor shall be responsible to the Employer or to any other person for any claim or loss resulting from the failure of the Sub-contractors or nominated Sub-Contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued shall cover their Sub-Contractors and nominated Sub-Contractors also.
- (h) If the Contractor and/or his sub-Contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he / they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any money due or becoming due to the Contractor or recover the same as a debt due from the Contractor.
- (i) All insurance to be effected by the Contractor, and/or his sub-Contractors, or nominated sub-Contractors, if any, shall be taken only with an Insurance Company approved by the Employer.
- (j) Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Employer in Proforma 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said proforma together with relevant documentary evidence.
- (k) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurances required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photo copies thereof, for the payment of the premia shall be furnished by the Contractor to the Employer. The

original receipts will be returned to the Contractor after verification. The Employer reserves the right for payment for works done subject to fulfillment of this condition.

- (l) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipments or pay compensations to the affected personnel/Employees without waiting for settlement of the claim from insurance company.
- (m) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Employer in any liability tortuous or otherwise and/or loss or damage, the Employer shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the Employer under this Contract or any other Contract.

32. TO DEFINE TERMS AND EXPLAIN PLANS:

The various parts of the Contract are intended to be complementary to one another; but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanations of the Employer shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made by the Employer, when such correction is necessary to bring out clearly the intention which is indicated by a reasonable interpretation of the drawings & Specifications as a whole.

33. TIME OF COMPLETION:

TIME IS THE ESSENCE OF THIS CONTRACT

The Contractor shall make all efforts to complete the work in time. Any delays, actual or expected, shall be made up by increasing manpower inputs and working in more than one shift, without any extra cost.

The entire work is to be completed in all respects within the stipulated period given in APPENDIX TO GENERAL CONDITIONS OF CONTRACT. The work shall be deemed to be commenced **fifteen days from the date of WORK ORDER or date of handing over of site, whichever is later.**

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

PROGRESS OF WORK

During the period of construction the Contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the Contractor immediately before commencement of work and agreed to by the Employer. The Contractor shall also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the period project.

34. DELAY AND EXTENSION OF TIME:

If in the opinion of the Employer the works be delayed (a) by Force Majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring Employers or Public Authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of the Employer's instructions or (f) by reason of civil commotion, local combinations of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from causes which the Employer may consider as beyond the control of the Contractor or (i) in the event the overall scope of work is increased due to changes in drawings and specifications leading to an increase in cost of more than 30% of the original Contract Amount. Extension of time will be granted for a reasonable period **for intermediate milestones** on receipt of a written request from the contractor with all supporting documents.

35. LIQUIDATED DAMAGES FOR DELAYED COMPLETION:

- (a) If the Contractor fails to complete any or all the works by the date/s named in **Clause 33** (Date of Completion) or within any extended time **for intermediate milestones** under **Clause 34** (Extension of Time) then the Contractor shall pay or allow the Employer the sum to be worked out at **0.5%** of contract value per week to be recovered as Liquidated Damages (and not by way of penalty) **for the delay in attaining the intermediate milestones**, beyond the said date or extended time, as the case may be, during which the works shall remain unfinished and such damages may be deducted from any moneys due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be **7.5%** of contract value. **However, if the contractor completes all the works within the total completion time of 14 months (including shifting time of occupants) the amount recovered as Liquidated Damages for not attaining the intermediate milestones will be released.** The contractor shall be bound to extend validity of Insurance Cover till such period of completion as may be considered necessary at their cost.
- (b) Liquidated damages shall also be similarly levied for failure to attain intermediate milestones if applicable as follows:-

1 st Block	2 months from date of commencement
	12 days for shifting the quarters occupants from 2 nd block to 1 st block (by Bank)
2 nd Block	2 months from date of handing over of block
	12 days for shifting the quarters occupants from 3 rd block to 2 nd block (by Bank)
3 rd Block	2 months from date of handing over of block
	12 days for shifting the quarters occupants from 4 th block to 3 rd block (by Bank)
4 th Block	2 months from date of handing over of block
	12 days for shifting the quarters occupants from 5 th block to 4 th block (by Bank)
5 th Block	2 months from date of handing over of block
	12 days for shifting the quarters occupants from 6 th block to 5 th block (by Bank)
6 th Block	2 months from date of handing over of block

36. FAILURE OF CONTRACTOR TO COMPLY WITH EMPLOYER'S INSTRUCTIONS:

If the Contractor after receipt of written notice from the Employer requiring compliance with such further drawings and/or instructions to remove, fails within seven days to comply with the same, the Employer may employ other persons to execute any such work whatsoever as may be necessary to give effect thereto and

all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on as a debt to be deducted by him from any moneys due or to become due to the Contractor.

37. SUSPENSION OF WORKS:

The Employer may in an extreme case suspend works if the quality or safety of the works are likely to be compromised due to heavy rains, natural calamities, etc. The Employer may grant such extension of time as may be justified by such a delay in works. The Contractor shall not be entitled to any compensation on account of such delay.

38. DETERMINATION OF CONTRACT:

If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the works, or on account of any of the causes mentioned in Clause 34 (Extension of time) or in the case of a certificate being withheld or not paid when due, shall suspend the works, or, in the opinion of the Employer, shall neglect or fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in Clause 27 (Removal of improper work and materials), the Employer have power to give notice in writing to the Contractor requiring that the works be proceeded with in a reasonable manner and with reasonable dispatch. Such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must signify the act or defaults on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of work, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of the works, and the Employer shall have lien upon such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail, for 7(seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may enter upon & take possession of the works and of all such plant and materials thereon intended to be used for the work, and the Employer shall retain and hold a lien upon all such plant and materials until the works shall have been completed under powers hereinafter conferred upon him. If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the Contractor, his agents and servants, from entry upon or access to the same, except that the Contractor or any person appointed in writing may have access at all reasonable times during the progress of the works to inspect, survey and measure the works. The Employer shall take such steps as in the opinion of the Employer may be reasonably necessary for completion of the works, without undue delay or expenses, using for that purpose the plant and materials above mentioned in so far as they are suitable and adaptable to such use. Upon the completion of the work the Employer shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Contractor as aforesaid and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the Contractor upon the completion of the works by him, the difference shall be paid to the Contractor by the Employer, Should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Employer. The Employer shall not be liable to make any further payment or compensation to the Contractor for or on account of the proper use of the plant for the completion of the works under the provision hereinbefore mentioned other than such payment as included in the Contract. After the works shall have been so completed by persons other than Contractor, under provision hereinbefore contained, the Employer shall give notice to the Contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site. If such plant and materials are not

removed within a period of 14 days, after the notice shall have been given, the Employer may remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the Contractor. The Employer shall not be so responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

39. CERTIFICATE & PAYMENT:

All bills shall be prepared by the Contractor in the form prescribed in APPENDIX - II. Normally one interim bill shall be prepared after completion of work to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc.

The Employer after a cursory study of the interim bill shall release approx. 70% of his assessed gross value of the bill as an adhoc lump sum within one week of the presentation of the bill together with required documentation.

The Employer after detailed scrutiny of the interim bill shall certify full payment within **14 days** of the date of receipt of interim bill from the Contractor subject to submission of documentation as required.

The amount stated in an interim certificate shall be the total value of work properly executed in a block and 75% of invoiced value of Contractor's materials brought to site for permanent incorporation into the work up to the date of the bill less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and 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.

The cost of materials supplied by the Employer shall be recovered from Contractor's bills.

The Employer shall have the powers to withhold any Certificate if the works or any part thereof are not carried out to his/ her satisfaction.

The Employer may by any Certificate make any correction in any previous certificates which shall have been issued by him.

The Contractor shall submit interim bills only after working out the appropriate measurements jointly recorded with Employer at site in a register and showing the register to Employer. This is not only to regulate the correctness of the quantity but also to facilitate expeditious clearing of the bills.

If any part/ reduced rate is proposed by the Contractor (recommended by Employer) the same should be brought out in an annexure to the Bill.

The Employer may carry out test checking of measurement as and when required.

The Contractor shall be paid 75% of the value of the materials brought and stacked at site, the materials quantity, quality to be in conformity with the Contract Specifications. No advance shall however be paid for perishable materials. On payment of 75%, the property in goods shall vest in the Employer and the Contractor will keep it in his custody indemnifying the Employer against any damage, loss, theft or mishap attributable to their storage.

The Final Bill shall be certified for payment by Employer within one month of submission of the bill supported by proper documentation and after full compliance of the Contract requirements for all technical submittals.

The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the executed work.

The items in the Bill shall be listed separately in 3 categories:

- (a) Tender items
- (b) Deviated items
- (c) Extra items

Contractor shall, without fail, submit along with his Interim Bills /Final Bill the test certificates to the Employer for concrete, steel and cement as also chemical analysis for basic materials like fine and coarse aggregates, cement, construction water, reinforcement steel, etc. all in conformity with latest relevant I.S. Codes, as also concrete cube test results for the concrete poured at site.

Such test certificates and results shall be presented to and certified for acceptance by the Structural Consultant in consultation with the Architect before submission along with Interim Bills/Final Bill.

Together with As-Built drawings the Contractor shall also submit all operating and maintenance manuals and full details of all materials used in the works with suppliers' / manufacturer's names before the final payment is certified.

Interim Bills/Final Bill received without the test certificates/results duly approved by Employer shall be returned to the Contractor for the reason of the same being not submitted duly.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in anyway the power of the Employer under these Conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

40. NOTICES:

Notices of the Employer to the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is given or in the case of the Contractor by being left on the works. In the case of company or Corporation, Notices may be served at or sent by registered post to the Registered office of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time when, in the ordinary course of post, it would be delivered.

41. TERMINATION OF CONTRACT BY THE EMPLOYERS

If the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the Court and of the Official Assignee or the Liquidator in such acts of Insolvency or winding up shall be unable within seven days after notice to him

requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the Employer.

or if the Contractor (whether an individual; firm or incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this Contract, to be attached by or on behalf of any of the creditors of the Contractor,

or shall charge or encumber this Contract or any payments due or which might become due to the Contractor thereunder,

or shall assign or sub-let the Contract without obtaining the prior consent in writing of the Employer or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor,

or if in the opinion of the Employer the contractor,

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Employer written notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor, or
- (vi) has to the detriment of good workmanship or in defiance of the Employer's instructions to the contrary sublet any part of the Contract.

then in any of the said cases the Employer may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Employer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of contractor). Further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon the premises or the adjoining lands or roads and seal the same as his own property or may employ the same by means of his own servants and workmen carrying on and completing the works or by employing any other contractors or other persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount

realised after deducting there from the costs of removal and sales by the Employer for the values of the said plant and material so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so payable shall thereupon be paid by the Employer to the Contractor, or, by the Contractor to the Employer, as the case may be, On termination of the Contract, the Contractor shall forthwith remove himself and his workmen from the works site.

42. PHOTOGRAPHS OF WORKS CARRIED OUT:

The Contractor shall every month supply at his own cost two copies of minimum 8 nos. 8" x 5 1/2" colored photographs of the works carried out from time to time as per the instructions of the Employer. In the event of any dispute or termination of Contract either by the Employer or the Contractor as provided for in the aforesaid **Clause 41**, the Contractor shall arrange to obtain photographs of the works completed upto the date of such termination of Contract.

43. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender the Employer shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

44. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

- (a) The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground, and sub-soil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.
- (b) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.
- (c) No extra charges consequent on any misunderstanding or otherwise shall be allowed.
- (d) The Contractor shall, on the basis of his findings emerging from the study of the subsoil conditions, examine the foundation drawing furnished in the tender and shall be at liberty to submit his objections or suggestions of the proposed foundation as may be relevant to subsoil conditions found by him directly to Employer. The Contractor shall not be entitled to recover the cost of ascertaining the ground and subsoil conditions at the site and such cost shall be deemed to be included in the rates tendered by the Contractor.

45. NOTICE TO LOCAL BODIES:

The Contractor shall comply with and give all notices required under any law, rules, regulations, or bye-law of Parliament, State Legislature or Local Authority relating to works. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, Police permission etc.

46. TOTAL SECURITY DEPOSIT:

The Contractor shall within 7 days of receiving the WORK ORDER submit a security deposit of 2% of the contract value in the form of a Demand Draft or Bank Guarantee in an approved format at which stage the Demand Draft or Bank Guarantee submitted in lieu of E.M.D shall be returned. On acceptance of the Demand Draft or Bank Guarantee by the Employer, the Earnest Money Deposit shall be refunded to the Contractor.

In addition an amount equal to 5% of the value of each bill will be recovered as retention amount. This together with the S.D. of the 2% referred to the above will constitute the total Security Deposit on virtual completion of work the employer shall refund 50% of the total S.D. The remaining 50% will be refunded after completion of the Defect Liability Period.

47. WATER AND ELECTRICITY:

(a) The contractor should make his own arrangements for required water supply, drainage (including temporary drainage of subsoil dewatering as required by Authorities) etc. at the work site during the currency of contract at their own expenses.

(b) The Contractor shall make arrangements for installing D.G. Set(s) of adequate capacity at his own cost.

The Contractor will take into account approximate power required for other services contractors who will be given metered power at one point each and who would pay for their consumption charges. In case of disagreement between the Contractor and other agencies, the Employer's decision shall be final.

(c) In case the water/ electricity available at the Employer's site is used by the contractor, a lumpsum amount of Rs.10,000/- per month will be deducted from the contractor's bill.

48. SCHEDULE OF QUANTITIES-NO CLAIM BECAUSE ACTUAL QUANTITIES DIFFER FROM PRELIMINARY STATEMENT.

A Schedule of probable quantities in respect of work and Specifications accompany these Conditions. The schedule of probable quantities is liable to alterations by omissions, deductions or additions at the discretion of the Employer.

The quantities of the various kinds of work to be done and materials to be furnished under this Contract which have been estimated and are set forth in the proposal or the Agreement or the lists of Contract Prices, are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the works under this Contract.

The Contractor agrees that neither the Employer nor any of the employees or agents hereof shall be held responsible if any of the said estimated quantities shall be found to be not even approximately correct in the construction of the works and that he will not at any time dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character, size and type of work to be done or the kind or amount of the materials to be furnished or work to be done.

Further the Contractor shall make no claim for anticipated profits, for loss of profits or for damages because no work is ordered under certain items or because of differences between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth by the Employer.

49 ACCESS FOR INSPECTION:

The Contractor shall provide at all times during the progress of the works and the maintenance period proper means of access, ladders, gangways etc. and the necessary attendants to move and adapt the same as directed for the inspection or measurement of the works by the Employer or his representatives.

50. DIMENSIONS:

Figured dimensions are in all cases to be followed and in no case should they be scaled. Large scale details take precedence over small scale drawings. In case of discrepancy, the Contractor is to ask for an explanation before proceeding with the work.

51. PROGRAM OF WORK:

The Contractor shall, along with his bid, submit a schedule for completion of work, either in the form of a CPM Net Work or in the form of a Bar Chart, showing how he proposes to complete the works. This program shall be prepared in sufficient detail and shall indicate, among other things, the following details on a month-to-month basis (for each month).

- (a) Quantum of work under each major item of work that would be carried out.
- (b) Amount of resources that would be deployed (e. g. shuttering materials, skilled / unskilled labour, equipment etc.)
- (c) Schedule of delivery of materials to site.
- (d) Cash Flow with approximate value of work contemplated to be completed each month.
- (e) Schedule and manner in which details or materials (to be issued by the Employer if any) are required from the Consultant/Employer.
- (f) Time periods allowed for other agencies' works.
- (g) Schedule in which the blocks will be completed for occupancy.
- (h) Various milestones to be achieved.

The program suitably amended after discussions with the Employer shall become binding on the Contractor. However, during the execution of the project, should it become necessary, in the opinion of the Employer to reschedule some of the activities, the Contractor shall do so at no extra cost and/or without any other claim.

Acceptance of a bidder's tender does not necessarily imply acceptance of the schedule submitted and the Employer reserves to himself the right to modify / amend this schedule to suit the overall project schedule and the Contractor shall adhere to these revisions/modifications at no extra cost to the Employer.

52. STORES AT SITE:

A godown of adequate capacity for storage of cement and other materials shall be constructed by the Contractor at his own cost as well as a yard with fencing for necessary storage/stacking at site. Materials which are likely to deteriorate by the action of the sun, rain or other elements etc, shall be duly protected from damage by weather or any other cause. All such stores and yards shall be cleared away and ground left in good and proper order, on completion of this Contract unless otherwise expressly mentioned herein.

53. FACILITIES FOR WORKMEN ON SITE:

The Contractor shall provide and maintain at his own cost, Sanitary and Social facilities for workmen as specified as per Model Rules for health and sanitation given in **Clause 66**.

54. FACILITIES TO SUB-CONTRACTORS AND OTHER CONTRACTORS

- (a) The Contractor is to allow for general attendance upon sub-Contractors; including the free use of plant and scaffolding (and the provision of any special scaffolding required) and is to allow their operatives use of latrines, W.C's, Mess Rooms, Shed and covered space for plant or storage of materials etc.
- (b) The Contractor shall at his own cost (unless otherwise specified) give full facilities and co-operation to other Contractors employed by the Employer and for affording them reasonable opportunity for introduction and storage of their materials and the execution of their works and for properly connecting and co-ordinating their works with the work of other Contractors. The decision of the Employer on any points of dispute between the various Contractors shall be final and binding on all parties concerned.

The Contractor shall:

- i. Give control lines and level B.M's as instructed by Employer for other Contractors working on site.
- ii Provide electricity and water at reasonable rates to be jointly decided by Employer.
- iii Provide hoist and crane facility if available for lifting of materials at times convenient to Main Contractor and at prices and terms to be mutually agreed.
- iv Adjust the work schedule and site activities in consultation with the Employer and other Contractors to suit the overall schedule.
- v. Co-ordinate with other contractors for leaving inserts, making chases, alignment of services on site etc.
- vi. Co-ordinate site operations and sequence of construction closely with other Contractors in consultation with the Employer.

55. TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES:

The Contractor shall arrange at his own cost to test materials and/or portions of the works as instructed by Employer to ISI standards at his own cost, in order to prove their quality and soundness. If after any such test, any work or portions of the works are found to be defective or unsound, the Contractor shall pull down and re-erect the same or take corrective measures as directed by the Employer at his own cost.

Samples of various materials shall be submitted by the Contractor for approval prior to ordering out the same. Wherever necessary the Contractor shall, at his own cost, prepare samples to indicate the workmanship. Apart from adhering to any special provision made in the specifications regarding submission of samples the Contractor shall within 10 days of his receipt of Order to commence the work, provide to the Employer samples along with detailed literature of all materials he proposes to use in the building irrespective of the fact that a specific make / material might have been stipulated. If certain items proposed to be used are of such nature that samples can not be presented or prepared at the site, detailed literature/ test certificate of the same shall be provided instead to the satisfaction of the Employer. Before submitting the samples and literature the Contractor shall satisfy himself that the material/equipment for which he is submitting the samples / literature meet with the requirement of the specification. The Employer shall check the samples and give his comments and / or approval to the same. Only when the samples are approved in writing by the Employer, the Contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Employer for identification and shall be kept on record at site until the completion and the acceptance of the work and shall be available at the site for inspection / comparison at any time. The Contractor shall keep with him a duplicate of such samples.

For items of work where the samples are to be made at the site the same procedure shall be followed. All such samples shall be prepared at a place where they can be left undisturbed until the completion of the project.

Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best quality from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the Contractor's account. In this respect the decision of Employer shall be final. On delivery of the supplies of materials / equipment for permanent works at the site, the Contractor shall specifically arrange to get the supply inspected by the Employer and compared with the approved sample and his approval obtained before using the same in the work

Tests on materials shall be carried out as per specifications. Tests on materials not specifically mentioned in the specifications shall be carried out as per relevant I.S. Codes of Practice and as directed by Employer.

56. COVERING UP OF WORKS:

The Contractor shall cover up and protect the works from the weather and shall suspend all wet operations during weather which, in the opinion of Employer, will be detrimental to the works.

57. TREASURE TROVE:

Should any treasure, fossils, minerals, or works of art or antiques be found during excavation or while carrying out the works, the same shall be the property of the

Employer. The Contractor shall give immediate notice to the Employer of any such discovery and shall hand over any such treasure to the Employer on demand.

58. CLEARING THE SITE OF WORKS ON COMPLETION:

The Contractor shall clear site of works as per the instructions of the Employer. The site of works shall be cleared of all men, materials, sheds, etc. belonging to the Contractor. The site shall be delivered in a clean and neat condition as required by the Employer within a period of one week after the job is completed. In case of failure by the Contractor, the Employer will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the Employer.

59. COMPLETION DRAWINGS / TECHNICAL LITERATURE:

The Contractor shall submit one set of reproducible and CD's and four sets of As-Built drawings to Employer at his own cost. The Contractor shall also submit 2 copies of detailed catalogues and technical literature and maintenance manuals of all materials / equipment used in the works together with the names and addresses of suppliers / manufacturers.

60. KEEPING THE AREAS AND ACCESS ROADS CLEAN:

The Contractor shall be required to maintain the site and the building areas in a neat and clean condition at all times to the satisfaction of the Employer. The Contractor shall especially take care to keep areas free from getting water logged, from concrete/mortar dippings, bricks, steel, shuttering materials or any other material / rubbish.

The Contractor shall also be required to maintain all access roads to the site and within the site and keep them free from all obstructions, material droppings etc. to the satisfaction of the Employer and local authorities.

Debris shall be removed from the site on a regular basis. No debris shall be thrown loose from upper floors. The Contractor shall provide chutes for transporting debris vertically.

61. SITE SURVEY:

On award of the works, the Contractor shall immediately survey the complete site and record the existing ground levels with the Employer with reference to benchmarks specified by Employer and submit the report in duplicate. No extra payment shall be made for this work.

62. IDLE LABOUR:

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

63. SIGN BOARDS:

The Contractor shall put up a sign board in an approved location and to an approved design showing name of the Project, Employer, Engineer and self and providing space for names of other Contractors and Specialised Agencies (5 spaces.).

No extra payment shall be made on account of these Sign Board.

64. OBTAINING INFORMATION:

No claim by the Contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstanding or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

65. SAFETY RULES

65.1 The Contractor shall follow the latest editions of Safety Codes hereunder:

- | | | |
|---------------------|---|---|
| IS: 3696 – Part I | - | Safety Codes for scaffolds and ladders Scaffolds. |
| IS: 3696 – Part II | - | - Do - Ladders. |
| IS: 4130 – Part III | - | Safety Code for demolition work. |
| IS: 4014 – Part II | - | Code of Practice for steel tubular scaffolding – safety regulation. |

The following safety regulations shall also be followed. In case of discrepancy between the codes and the following regulations, the more stringent of the two shall apply.

65.2. Scaffolds

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal to 1 vertical)
- ii) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m.

Wherever there is open excavation in ground, it shall be fenced off by suitable railing and danger signals installed at night.

- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. in length while the width between said rails in rung ladder shall in no case be less than 290mm for ladder upto and including 3 m. in length. For longer ladders this width shall be increased at least 20mm. for each additional meter of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

65.3. Excavation & Trenching:

- i) All trenches, 1.25m or more in depth shall at all times be supplied with at least one ladder for each 30m. in length or fraction thereof. The ladder shall be extended from the bottom of the trench to at least 1m. above the surface of the ground. Sides of trenches which are 1.5m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing and open or closed type of shoring so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5m of the edges of the trenches or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done. All dewatering to keep the foundation dry and the sides safe and stable against collapse should be done in a proper manner.
- ii) The Contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence 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 precautions.

65.4. Demolition:

Before any demolition work is commenced and also during the process of the work:

- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- ii) 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.
- iii) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

65.5. Personal Safety Equipments:

- i) All necessary personnel safety equipment as considered adequate by the Employer should be kept available for the use of the 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 those concerned.

- ii) All personnel of the Contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- iii) Adequate precautions shall be taken to prevent danger from electrical equipment.
- iv) Workers employed on mixing asphaltic materials, cement and lime mortar shall be provided footwear and protective goggles.
- v) Those engaged in white washing and mixing or stacking of cement bags or any materials, which is injurious to the eyes shall be provided with protective goggles.
- vi) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- vii) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- viii) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- ix) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken:
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - c) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of the work.
- x) No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- xi) When the work is done near any public place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger.
- xii) Adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

65.6. Hoisting Machines

- i) Use of hoisting machines and tackle including their attachments anchorage and supports shall confirm to the following standards or conditions:
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free patent defects.
- ii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- iii. In case of every hoisting machine and of every chain ring hook, shackle, shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv) Motors, gears, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will 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 energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other material which are good conductors of electricity.

65.7. General

- i) Adequate washing facilities should be provided at or near places of work.
- ii) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- iii) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer and Employer.
- iv) Notwithstanding the above clauses there shall be nothing in these to exempt the Contractor from the operations of any other Act or Rule in Force in the Republic of India.

66. E – MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS.

66.1 Application

These rules shall apply to all building and construction works.

66.2 Definition

- i) 'Work Place' means a place at which, at an average 50 workers are employed in connection with construction work.
- ii) 'Large work place' means a place at which an average 500 or more workers are employed in connection with construction work.

66.3 First Aid

- i) At every work place, there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool. The appliance shall be kept in good order and in a large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- ii) At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.
- iii) Where large work places are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees
- iv) Where large work places are situated in cities or towns and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to hospitals. At other work places, some conveyance facilities such as a car, shall be kept readily available to take injured person or persons suddenly taken ill to the nearest hospital.

66.4 Drinking Water:

- i) In every work place, there shall be provided and maintained at suitable places easily accessible to labour sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 15m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

66.5 Washing & Bathing Places:

- i) Adequate washing and bathing places shall be provided, separately for men and women.
- ii) Such places shall be kept in clean and drained condition.

66.6 Scale of Accommodation in Latrines & Urinals.

There shall be provided within the precincts of every work place latrine and urinals in an accessible place and the accommodation, separately for each of them shall not be less than the following scale.

No. of seats

(a)	Where the number of persons does not exceed 50	2
(b)	Where the number of persons exceeds 50 but does not exceed 100	3
(c)	For every additional 100	3 per 100

In particular cases, the Engineer shall have the powers to vary the scale where necessary.

66.7 Latrines & Urinals for women:

If women are employed, separate Latrines & Urinals screened from those for men and marked in vernacular in conspicuous letters '**For women only**' shall be provided on the scale laid in Rule 6. Those for men shall be similarly marked '**For men only**'. A poster showing the figure of a men or a women shall also be exhibited at the entrance of latrines for the respective sex. There shall be adequate supply of water close to the Latrines & Urinals.

66.8 Latrines & Urinals

All Latrines shall be provided with septic tanks or leach pits in case of small units. All the latrines shall be kept in good sanitary condition.

66.9 Construction of Latrines.

The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a regular maintained for this purpose and kept available for inspection. Latrines will not be of a standard lower than bore-hole system and should have attached roofs.

66.10 Disposal for Excreta

Unless otherwise arranged by the local sanitary authority, arrangements for the proper disposal of excreta shall be made by septic tank or leach pit duly approved by the Engineer and in conformity with the requirements of local public health authorities.

66.11 Provision of Shelter during Rest

At every work place there shall be provided free of cost two suitable sheds, one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall be not less than 3.5m from the floor level, to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm. Sheds should be kept clean and the space should be on the basis of at least 0.50 square metre per head.

66.12 Creches

i) At every work place, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years belonging to such women, one hut shall be used for infants' games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following:

- a) Non combustible roofing
- b) mud floors and walls
- c) planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the Hut shall be restricted to children, their attendants and mothers of the children.

- ii) Where the number of women workers is more than 25, but less than 50, the contractor shall provide at least one hut and one dai to look after the children of women workers.
- iii) The size of creche or creches shall vary according to the number of women workers.
- iv) The creche or creches shall be properly maintained and necessary equipment like toys etc. shall be provided.

66.13 Canteen:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

66.14 The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contract.

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

Clause no.

46 (a)	Earnest Money Deposit	-	Rs. 2,50,000/- (refundable).
(b)	Security Deposit	-	2% of the total contract price.
(c)	Retention Amount	-	5% against each bill.
28	Defects Liability Period	-	12 Months from the date of virtual completion.
8	Date of Commencement	-	15 days from the date of issue of Work Order or date of handing over site whichever is later.
33	Date of Completion	-	4 months from the date of Commencement of Work as per clause no.8.
35.	Liquidated Damages for Delay-		0.5% per week of the Contract Value for the delay in attaining the intermediate milestones subject to maximum total of 7.5% of Contract value.
39.	Frequency of Interim Certificate-		After completion of work
39.(i)	Period of honouring Interim Certificate by Employer	-	14 days from the date of receipt of Bill from the contractor.
37.	Period of honoring Final bill	-	Six weeks from the date of receipt of Bill from contractor.
28.	Period of Performance Guarantee	-	Ten Years. The performance guarantee [independent of defects-liability] shall be given on a Stamp Paper only and will be applicable to Antitermite Treatment and Water Proofing works (if any).

Signature of Contractor :..... Witness :.....

PROFORMA 'B1'
MEASUREMENT SHEET

Running Bill No. _____

Name of the Work _____

Name of the Contractor _____

Sr. No.	Item	Qty. as per contract	Unit	No.	L	B	H	Qty. of Present Bill

NOTE: Quantity of Present Bill shall be carried forward to Interim Bill.

PROFORMA 'B2'
INTERIM BILL

Interim Bill No. _____

Name of the Work _____

Name of the Contractor _____

S. No	Item	Unit	Qty. as per Contract	Qty. upto previous bill	Qty. of present bill	Total Qty	Unit Rate	Gross Amount

Total cumulative Gross Amount of Bill Rs. _____.

Gross Amt. of the present Bill = Gross Amt. of bill – Gross Amt. upto previous bill

PROFORMA 'C'

(See Clause 31 (j) of General Conditions.)

49. CONTRACTOR'S LIABILITY AND INSURANCE SUMMARY

Name & Number of Insurance Policy with description	Value of Insurance	Validity Period	Loss or damage to work (covered under Policy) or any part thereof and all materials at site from any cause whatsoever
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1.	2.	3.	4.
a)			
b)			
c)			

Damage, loss or injury to any property of the Employers or Consultant or his agents and servants	Claims under the Workman compensation Act 1923, the Minimum Wages Act 1948 & Contract Labour (Regulation and Abolition) Act 1970	Remarks
--	--	---------

5.	6.	7.
a)		
b)		
c)		

NB: Details of further policies taken if any and the loss or damage if any under that policy may please be indicated separately at appropriate places.

Signature of Contractor

Address:

Witness:

PROFORMA 'D'

REPORT OF VIRTUAL COMPLETION

(See Clause 29 of General Conditions)

Draft of letter to be written by the Contractor to the Employer in connection with the Virtual Completion Certificate as per Clause No. 29 of General Conditions of Contract.

Having executed the work in terms of the Contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with the materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

PROFORMA 'E'

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

Address of Institution

Whereas **(Name of Institution)** _____ (hereinafter called "the Employer") have issued bid documents for Civil, Carpentry, Plumbing & Electrical Works for their Proposed **Name of work** _____ having their registered office at _____ (hereinafter called the Bidder).

And whereas under the terms and conditions of the said bid documents, the Bidder is required and has undertaken to furnish a Bank Guarantee of Rs. _____ (Rupees _____ only) as Earnest Money Deposit as contained in the said tender document.

We _____, having our registered office at _____ and branch office at _____ (hereinafter called "the Bank") hereby unconditionally and irrevocably undertake to the Employer immediately upon receipt of the first written demand such amount or amounts as may be demanded by the Employer from us under this Guarantee not exceeding a sum of Rs. _____ (Rupees _____ only) in aggregate without demur or reference to the Bidder and agree that the Employer's demand shall be final and binding on the Bank under all circumstances.

We hereby affirm that we are the Guarantor and responsible to you on behalf of the Bidder up to an aggregate sum of Rs. _____ (Rupees _____ only) such sum or sums being payable in Indian currency and we undertake to pay on your first written demand and without any demur and / or condition, and sum or sums within the aggregate limit of Rs. _____ (Rupees _____ only).

We agree that no change or addition to or modification of the terms of the tender or of the works to be performed there under or of any of the tender documents which may be made between you and the bidder shall in any way release the Bank from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

We further agree that the Employer shall have the right to invoke a claim up to the last date of the validity of this Bank Guarantee and that the Employer shall remain the sole judge of the validity and amount of the claim and the Bank agrees not to contest any claim.

We further agree that any change in the Bidder's constitution or their liquidation or dissolution shall not discharge the Bank's liability under this Guarantee.

We further agree that the right of the Employer to make a claim shall not be vitiated by any dispute raised or pending with any Statutory Authority, arbitrator, tribunal or any other body or person.

It is agreed that the Employer's claim shall remain valid even if the employer has not issued a prior notice or has not proceeded against a Contractor before making such claim.

This Guarantee is confirmed and irrevocable and shall remain valid upto and including _____ and shall remain valid upto such extended period which may be mutually agreed to.

Unless a demand or claim under this Guarantee is made on the Bank in writing on or before _____ the Bank shall be discharged from all liability under this Guarantee.

SPECIAL CONDITIONS OF CONTRACT

1. The water required for the work or workmen should be availed by the contractor on his own cost. The Contractor has to make his own arrangements to take the supply to the requisite position.
2. The electric power required for the work should not be drawn from the supply available at site. The Contractor has to make his own arrangements by D.G.set.
3. The Contractor shall at his own cost, obtain permission from the local bodies if any required.
4. The tenderer may please note that the area involved for this work is a residential quarters for Indian Bank Staffs. The quarters consists of 6 blocks of G+2 floors with 6 units per block. No work is allowed during night hours (6 pm to 6 am) unless until Employer demands it and no extra payment will be done for the same.
5. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Employer and the entire Quarters except the working flats to be kept clean and tidy.
6. For bringing the materials from outside to the site RTO regulations would have to be taken care.
7. The successful tenderer should prepare the layout of the work and any other working/ detail drawing related to the said Work on a 1:4 scale showing the same should be got approved from the Employer within 7 days.
8. Care shall be taken while executing the said job, If anything is damaged the same shall be rectified at no extra cost.
9. Wherever the basic rate for the material is specified, the contractor should furnish all the paid bills for Employer verification. The purchase rate shall be got approved from the Bank before purchasing. The adjustment in price shall be made only on measured quantity fixed at site. No overhead and profit shall be considered on the cost difference. The basic prices are at site inclusive of transportation, excise duty, sales tax, octroi and all other duties levied by Local authority / Government.
10. Employer reserves the right to insist on selection of material, workmanship, detailing and finishes, which they consider, is appropriate, and suitable for the intended use. The contractor is not eligible to claim extra on this account.
11. Employer will require the contractor to produce, samples of all the materials, accessories/ finishes prior to procurement/ manufacture. The samples of the materials for the work shall be got approved from the Employer. Failure to comply with these instructions can result in rejection of the work/ materials.
12. The Tenderer should note that he should execute his part of work without causing any damage to any component of the building and also without disturbing the occupants. Any damage so caused shall be made good at the cost & risk of the tenderer.
13. The tenderer should note the tender drawings and other documents describing each item in the schedule are only indicative in nature and cannot be taken as complete in detail and finishes. Being tender for Civil, Carpentry, Plumbing & Electrical works which calls for workmanship and finish including use of good quality materials of high standard, it is expected that the tenderer should understand the intent of the tender drawings and specifications and provide for materials,

workmanship, finishes and accessories appropriately so as to deliver the product of high standards in keeping with the function for which it is intended. No claim from the contractor at a later date will be entertained for his failure to understand this condition. The decision of the Bank in respect of the quality of material, type of work, workmanship, finish etc, shall be final and binding on the contractor. The contractor's claim for not providing in his tender for such materials, workmanship and finish cannot be entertained.

14. The successful contractor shall make sure that they protect their materials and the materials procured by Employer and hand them over in good shape to the Employer satisfactorily. At the time of handing over any damages, scratches, dents or such defects noticed shall be got rectified as directed without any extra charge by the Contractor to the satisfaction of the Employer.
15. The successful tenderers shall include, in the quoted price, all allied civil works such as chasing in wall, drilling holes etc to support the frames, partitions, make the surface good after grouting etc.
16. Neat housekeeping at all times is the responsibility of the successful tenderer, who shall also ensure that the removal of debris, waste materials etc from the site at their own cost and the same shall be organized at regular basis (maximum of one week).
17. The successful contractor shall also be responsible for the safety and security of all their materials and also for ensuring fire prevention steps at all times in the working premises including their part of the work. The successful contractor has to place full time representative at site, the representative should have thorough subject knowledge.
18. The work has to be carried out in phases (if required as per the site conditions) without disturbing the existing occupants of other flats/ blocks. Necessary barricading of the area, if required from the rest of the area shall have to be arranged by the successful contractor at no extra cost. The work is to be organized and executed before/ after office hours and on Sundays/ holidays so as to have least disturbance.
19. The Employer shall, during the progress of works, have power to order in writing from time to time the removal from, the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials and workmanship not in accordance with the drawings and specifications or instructions, and the Contractor shall forthwith carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon, or incidental thereto, as certified by the Employer shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due to the Contractor.
20. The contractor shall submit to the maximum number of labours to be engaged on a single day in the job. Any subsequent increase should be informed to the Employer without delay. If the number of labourers employed for the job is twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner.
21. The contractor should ensure payment of minimum wages + VDA to all labourers / workmen staff employed by him.
22. The contractor shall maintain all registers as required by the Regional Labour Commissioner and should furnish the same to the Bank or its representative as and when required.

23. If the work is not started within 15 days from the date of issue of work order then Employer may terminate the work order without assigning any reason. If during the execution of the work, the progress of work is not considered to be satisfactory and is not consistent to be in contingent with the period of the completion of the work then the Bank may terminate the work order by giving a final notice to the contractor.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:
Place:

List of Materials of Approved Brand And/ Or Manufacture**Civil & Carpentry:**

1	Cement	1. Ultra Tech 2. Coromandel 3. ACC 4. Gujrat Ambuja or approved.
2	Steel	1. Sail 2. Tisco or approved.
3	Vitrified Tile	1. Jhonson 2. Kajaria 3. Euro 4. Nitco
4	Ceramic Tile	1. Jhonson 2. Somany 3. Euro 4. Nitco 5. Kajaria
5	Tile fixing Adhesive	1. Sika 2. Pidilite 3. Bal 4. Fosroc 5. BASF or approved.
6	Marine Plywood	1. Century 2. Greenply 3. Archid 4. Mayur or approved
7	BWR grade phenol bonded plywood	1. Greenply 2. Century 3. Sharon Ply 4. Mayur or approved.
8	Particle Board	1. Greenply 2. Duro or approved
9	Block Board	1. Century 2. Greenply 3. Swastik or approved
10	Flush doors	1. Century 2. Kutty 3. Green ply or approved
11	Fibre Board (MDF, LDF)	1. Century 2. Novapan 3. Swastik or approved 4. v board (visaka)
12	P.O.P.	1. Gyproc India 2. India Gypsum 3. Saint Gobain or approved

13	Laminates	1. Greenlam 2. Euro lam 3. Merino 4. Sunmica or approved.
14	Handles	1. Godrej 2. Hafele 3. Dorset or approved.
15	Glass	1. Saint Gobain 2. Float Glass India (Asahi) 3. Modigaurd or approved.
16	Screws	1. IW nettle fold 2. Oxidised or approved.
17	Hardware (Hinges)	1. Earl Bihari (EBCO) 2. Godrej 3. Everite 4. Dorset or approved.
18	Adhesive for fixing laminate	1. Fevicol SH 2. Araldite of Ciba Geigy 3. Bal Endura 4. Pidilite or approved.
19	Locks	1. Godrej 2. Harrison 3. Dorset or approved.
20	Wood preservative	1. Bison by British paints or approved equivalent.
21	PVC Doors & Frames	1. Sintex 2. Plasopan
22	Cement Primer	1. Asian paints 2. Berger 3. ICI Dulux 4. Nerolac paints or approved.
23	Acrylic Emulsion paints	1. Berger 2. Asian 3. ICI Dulux 4. Nerolac or approved.
24	Enamel paints	1. Asian 2. Berger 3. ICI Dulux 4. Nerolac or approved.
25	Wood primer	1. Asian 2. Berger 3. ICI Dulux or approved.
26	Aluminium sections	1. Hindalco 2. Jindal 3. Nelco or approved.
27	Mirrors	1. NITCO 2. HR Johnsons 3. Kajaria

		4. EURO or approved.
28	Curtain Rods	1.Vista 2.Trac 3. MAC or approved.

Electrical:

1	Final Distribution Board	1. ABB 2. Hager 3. MDS Legrand 4. Siemens 5. Schneider Electric or approved.
2	Moulded Case Circuit Breaker (MCCB)	1. ABB 2. Larsen & Toubro 3. MDS Legrand 4. Schneider Electric 5. Siemens or approved.
3	Miniature Circuit Breakers (MCB)	1. ABB 2. Hager 3. MDS Legrand 4. Schneider Electric 5. Siemens or approved.
4	Residual Current Circuit Breaker (RCCB)	1. ABB 2. Hager 3. MDS Legrand 4. Schneider Electric 5. Siemens or approved.
5	Power/Aux. Contactor	1. ABB 2. Larsen & Toubro 3. Schneider Electric 4. Siemens or approved.
6	Indicating Lamps LED type and Push Button	1. Larsen & Toubro 2. Schneider Electric 3. Siemens 4. Teknik or approved.
7	Overload relays with built in Single Phase preventer	1. ABB 2. Larsen & Toubro 3. Schneider Electric 4. Siemens or approved.
8	a. Electronic Digital Meters (A/V/PF/Hz/KW/KWH) with LED Display b. Dual Energy Meter with centralized metering & billing system	1. ABB 2. L & T 3. Nippen 4. Schneider Electric or approved. 1. Schneider Electric 2. Nippen or approved.
9	PVC insulated XLPE aluminium/copper conductor armoured MV Cables	1. Havells 2. KEI 3. Polycab 4. Rallison Cables or approved.
10	Cable Glands Double Compression with earthing links	1. Baliga Lighting 2. Comet 3. Cosmos or approved.

11	Bimettalic Cable Lug	1. Comet 2. Cosmos 3. Dowell's 4. Hax Brass or approved.
12	PVC insulated copper conductor stranded flexible wires (FRLS) -	1. Havells 2. Finolex 3. Polycab 4. KEI or approved.
13	G.I. Pipes and Fittings (ISI approved)	1. Jindal, 2. Swastik 3. Surya, 4. Tata or approved.
14	Accessories for GI Conduits (ISI approved)	1. Zoloto 2. Unik 3. KS or approved.
15	PVC Conduit & Accessories (ISI approved)	1. Supreme 2. Prince 3. Finolex 4. Polypack 5. Precision or approved.
16	Switch & Socket	1. Anchor 2. MDS Legrand 3. Wipro 4. MK 5. Crabtree or approved.
17	Industrial Socket a. Splash Proof b. Metal Clad	1. Clipsal 2. Gewiss 3. MDS Legrand 4. Neptune Balls 5. Schneider Electric or approved. 1. BCH 2. MDS or approved.
18	Selector Switch, Toggle switch	1. Kaycee 2. Salzer or approved.
19	Coaxial Cable	1. Beldon 2. Comm-Scope or approved.
20	Telephone Cable	1. Finolex 2. D-link 3. Delta or approved.

Plumbing:

1	Cast Iron Pipes and fittings	Standard approved manufacturers of any brand of fittings having ISI marking.
2	CPVC pipes and Fittings	1. Ashirwad 2. Flowguard – Astral 3. Ajay or approved.
3	UPVC Pipes and Fittings	1. Finolex 2. Supreme 3. Prince 4. Polypack 5. Jindal or approved.
4	CP Brass Fittings	1. Jaguar 2. Parryware

		3. Ess-Ess 4. Metro or approved.
5	Floor Drain Fixture, Rain Water Outlets & Channel Gratings	1. ACO 2. GMGR 3. Neer or approved.
6	C.P. Grating for Floor Trap	1. GMGR 2. Chilly 3. Viking or approved.
7	GI / M.S Pipes (IS : 1239 and IS : 3589)	1. Jindal 2. Swastik 3. Surya 4. Tata or approved.
8	Pipe clamp & supports	Chilly Euroclamp or approved equivalent.
9	D. I. Pipes	Electro Steel Jindal Lanco Kalahasthi or approved.
10	HDPE Pipe	Duraline Kimplas Reliance or approved.
11	Butterfly Valve	Audco Danfoss Honeywell Sant or approved.
12	Check Valve - Wafer Type	Advance Danfoss Sant Kirlosker or approved.
13	Anchor bolts	Fischer Hitli or approved equivalent.

Note –

1. Contractors' attention is drawn to clause 20 of the General Instructions to the Contractor and Special Conditions in this connection. Materials mentioned in the specification shall be used for the work. If specified material is not available prior approval of the Employer shall be taken
2. Preference of makes, supply of items should be consulted with client/consultant before effecting of supply.

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place: