

TECHNICAL BID

Name of the Work

: Tender for specialized
Water proofing & allied works,
Indian Bank, No:812,
Chetpet, Microsate Branch
Poonamallee High Road,
Chennai - 600 010.

Contact Person

: Zonal office, Premises Dept
Ph: 044-25218311

Name of the Employer

: Indian Bank,
Zonal office, Chennai North,
No:2, 2nd Floor, Krest Building.
Jehangir Street,
Chennai - 600 001.

Name of the Consultant

: M/s Arun Architects,
New No:U-12, Old No:U-27,
No:10th Street,
Anna nagar, Chennai - 600 040.
PH :9444016095/6382494637
Email: arunarchitect@gmail.com

Note: The technical bid shall be submitted in a separate cover.



CONTENT SHEET

- ❖ Notice Inviting Tender
- ❖ Instructions to the Tenderers
- ❖ General Conditions of Contract
- ❖ Special Conditions of Contract
- ❖ Safety Code

Signature of Tenderer:

Address:

Date:



NOTICE INVITING TENDER

To,

Dear Sir/s,

Sub: Tender for Specialized waterproofing and Allied works for No: 812, Chetpet/ Microsate Branch Poonamallee High Road Chennai - 600 010.

Tenders are hereby invited on behalf of Indian Bank Zonal office Chennai North, No:2, 2nd Floor, Krest Building, Jehangir Street, Chennai - 600 001. For the above work.

We shall be obliged if you place price in the bills of quantities in duplicate and send your Tender for the work completed in all respects as indicated on p(2) Instructions to Tenderes, before 15.00 hrs on 16.07.2021 in a sealed cover super scribed Tender for Specialized waterproofing and Allied works for No: 812, Chetpet/ Microsate Branch Poonamallee High Road Chennai - 600 010.

1. If there is any covering letter this must also be in duplicate.
2. No consideration will be given to a Tender received after the time above stipulated and no extension of time will normally be allowed for submission of the Tender.
3. The tender will be opened in the office of the Deputy General Manager, Indian Bank Zonal office, Chennai North, No:2, 2nd Floor, Krest Building, Jehangir Street, Chennai - 600 001. at 15.30 hours on the same day 16.07.2021 in the presence of Tenders who may choose to be present. Only a single authorized representative of the Tenderer may be present for the purpose.
4. The time for completion of the work is 30 (Thirty days) days concurrently with other Agencies from the 2nd day after the date of written order commence the work or the date on which the site is handed over to the contractor. Whichever is later and time shall be of the essence of the contract. If the work is not completed on time the Liquidated Damages will be levied as per Tender Conditions.
5. Every tender shall be accompanied by an Earnest Money Deposit for Rs.15,000/- (Rupees Fifteen Thousand only) in the form of Demand Draft drawn in favour of The Deputy General Manager, Indian Bank, Zonal office, Chennai North. The tender not accompanied by such Earnest Money are liable to be rejected straight away. (E.M.D. in any other form will not be accepted).
6. The Earnest Money will be retained in the case of the successful Tenderer as part of the security for the due fulfillment of the contract and will be refunded without any interest thereon to the unsuccessful Tenderers as soon as the Employer takes a decision on the Tenders or after the expiry of the validity period of the tenders whichever is later.
7. The tenderer will submit his tender after carefully examining the whole of the tender documents and the conditions of tender, and of contract, Appendix to the Conditions of



Contract, the drawings and specifications, the bill of quantities etc. and after inspecting the site.

8. Canvassing in connection with Tenders is strictly prohibited and Tenders submitted by Contractors who resort to canvassing are liable to be rejected.
9. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.
10. The successful Tenderer shall furnish a list of his relatives working with the Employer along with their designations and addresses.
11. No employee of the Employer is allowed to work as Contractor for a period of 2 years from his retirement from the service under the Employer without the previous permission of the Employer. The contract (awarded) is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission as aforesaid before submission of Tender, or engagement in the Contractor service.
12. This Notice Inviting Tender, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract and Safety Code and the duly completed will inter alia form part of the agreement to be executed by the successful Tenderer with the Employer, within 2 days.
13. The rates should also include all taxes, excise duties, sales tax, octroi, works Contract tax, Service tax if any all other duties and taxes levied by the Central Government / State Government for the present.



INSTRUCTIONS TO THE TENDERERS

1.0.Site and its location.

The proposed work is to be carried out at **Tender for specialized Waterproofing and Allied works for Chetpet / Microsate Branch, No: 812, Poonamallee High Road, Chennai - 600 010.**

2.0.Tender documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the Tender consisting the following documents and the most workmen like manner.

Instructions to Tenderers.

General Conditions of Contract.

Special Conditions of Contract.

2.2 The above documents shall be taken as complementary any mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below.

- Special conditions of contract
- General conditions of contract
- Instructions to Tenders

2.3 The Tender documents are not transferable.

3.0.Site visit.

3.1 The Tenderer must obtain himself on his own responsibility and expenses all information and data which may be required for the purpose of filling this Tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc.,

4.0.Earnest money

4.1 The Tenderers are requested to submit the Earnest Money for **Rs.15,000/- (Rupees Fifteen Thousand only)** in the form of Demand draft of Banker's Cheque in favour of Indian Bank Zonal Office, Chennai North,.

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above will be rejected.

4.3 No interest will be paid on the EMD

4.4 EMD of unsuccessful Tenderers will be refunded within 28 days of award of Contract.

4.5 EMD of successful Tenderer will be retained as a part of security deposit.



5. 0.Initial Security Deposit.

The successful Tenderer will have to submit a sum equivalent to 2% of contract value less EMD as initial Security Deposit by means of D/D/ drawn in favour of The Deputy General Manager, Indian Bank Chennai North within a period of 28 days on acceptance of Tender or Work Order.

6.0.Security Deposit.

6.1 Total Security deposit shall be 5% of Contract value. Out of this 2% of Contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of Contract value is reached. 50% of the total security shall be paid to the Contractors on the basis of Architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the Contract.

6.2 No interest shall be paid to the amount retained by the Bank as Security deposit.

7.0. Signing of Contract Documents.

The successful Tenderer shall be bound to implement the Contract by signing an agreement and conditions of Contractor attached herewith within 14 days from the receipt of intimation of acceptance of his Tender by the Bank. However, the written acceptance of the Tender by the bank will constitute a binding agreement between the Bank and successful Tenderer whether such formal agreement is subsequently entered into or not.

8.0 Completion period

The time for completion of the work is **30 (Thirty days)** concurrently with other Agencies from the 2nd day after the date of written order to commence the work or the date on which the site is handed over to the Contractor whichever is later and time shall be of the essence of the Contract.

9.0 .Validity of Tender

Tenderes shall remain valid and open for acceptance for a period of three months from the date of opening price bid. If the Tenderer withdrawn his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the Bank without prejudice to any other right or remedy the Bank will be at liberty to reject the offer and also forfeit the EMD.

10.0. Liquidated Damages

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of Contract value.

10.0 Rate and prices :

11.1 Incase of item rate Tender

11.1.1 The Tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rate quoted in words and figures the unit rate quoted in words will prevail. If not rate is quoted for a particular item the Contractor. The Tender will be considered as "in complete Tender" and will be rejected.



The amount of each item shall be calculated and the requisite total is given, in case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The Tenderers should not change the units as specified in the Tender. If any unit is changed the Tenders would be evaluated as per the original unit and the Contractor would be paid accordingly.

The Tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

11.1.3 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.4 Each page shall be totaled and the grand total shall be given.

11.1.5 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, Works Contractor tax and Service tax



GENERAL CONDITIONS OF CONTRACT

I. Eligibility Criteria.

1. Those who are already in the panel list of any Public sector/ undertaking with satisfactory work order completion certificates for specialized waterproofing works.

One work of not less than 80% of value of work i.e Rs. 5,56,900 Lakhs or

Two works of not less than 50% of value of work i.e. Rs.3,48,062 lakhs or

Three works of not less than 40% of value of work i.e. Rs.2,78,450 lakhs

2. Copies for the IT returns for the last three assessment years. (2020-21,2019-20,2018-19)
3. GST Registration No
4. A Solvency Certificate issued by bankers for Rs. 10 lakhs does not earlier than 01/01/2021 shall be enclosed.

1. Definitions :

“Contract means the documents forming the Tender and the acceptance thereof and the formal agreement executed between Indian Bank (Employer) and the Contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/Bank and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

- 1.1 In the Contract the following expressions shall, unless the context otherwise, requires, have the meaning hereby respectively assigned to them.

- 1.1.1 ‘INDIAN BANK’ shall mean Indian Bank (Employer) having its Corporate Centre at Indian Bank, and includes the Employers representatives, successors and assigns.

- 1.1.2 ‘Site Engineer’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the Contractors.

- 1.1.3 ‘The Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression works or work shall mean the permanent or temporary work described in the “Scope of work” and / or to be executed in accordance with the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor under the contract.

- 1.1.4 ‘Engineer’ shall mean the representative of the Architect / Consultant.



1.1.5 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time 'Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of Tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.

1.1.6 'Specifications' shall mean the specifications referred to in the Tender and any modifications thereof as may time to time be furnished or approved by the Architect/Consultant "Month" means calendar month.

1.1.7 "Week" means seven consecutive days.

1.1.8 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

2. CLAUSE

2.1.Total Security Deposit.

Total Security deposit comprise of

- (i) Earnest Money Deposit
- (ii) Initial Security Deposit.
- (iii) Retention Money

i .Earnest Money Deposit:

The Tenderer shall furnish EMD for Rs.15,000/- (Rupees Fifteen Thousand only) in the form of Demand draft drawn in favour of Indian Bank, Chennai North on any Schedule Bank. No Tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful Tenderer shall be refunded soon after the decision to award the Contract is taken without interest. The EMD shall stand absolutely forfeited if the Tenderer revokes his Tender at any time during the period when he is required to keep his Tender open acceptance by the IB or after it is accepted by the IB, the Contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

ii. Initial Security Deposit (ISD)

The amount of ISD shall be 2% of accepted value of Tender excluding the EMD in the form of D/D drawn on any scheduled Bank and shall be Deposited within 14 days from the date of acceptance of Tender.

iii. Retention Money.

Besides the ISD as deposited by the Contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 8% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 4% of the Contract value. 50% of the total security deposit shall be refunded to the Contractor without any interest on issue of Virtual Completion certificate by the Architect/Consultant. The balance 50% of the total security deposit shall be refunded to the Contractors without interest within fifteen days after the end of defects liability period (12 Months



from the date of certification of final bills by architect) provided the Contractor has satisfactorily attended to all defects in accordance with the conditions of Contract including site clearance.

Language

The language in which the Contract documents shall be drawn shall be in English.

3.0 Errors, omissions and discrepancies

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i. Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
 - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii. Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate/subsequent copies of the Tender, the original Tender shall be taken as correct.

4.0 Scope of Work:

The contractor shall carryout complete and maintain the said work in every respect in strictly accordance with this Contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect/Consultant. The Architect / consultant at the directions of the Bank from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's / Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and/or re-execution of any work executed by him. The dismissal from the work of any person employer / engaged thereupon.

5.0 i) Letter of Acceptance:

Within the validity period of the Tender the Bank shall issue a letter of acceptance either directly or through the Architect by registered post or otherwise depositing at the address of the Contractor as given in the Tender to enter into a Contract for the execution of the work as per the terms of the Tender. The letter of acceptance shall constitute a binding Contract between the INDIAN BANK and the Contractor

ii) Contract Agreement:

On receipt of intimation of the acceptance of Tender from the INDIAN BANK / Architect the successful Tenderer shall be bound to implement the Contract within fifteen days thereof by signing the agreement in a non judicial stamp paper of appropriate value.



6.0 Ownership of drawings:

All drawings, specifications and copies thereof furnished by the INDIAN BANK through its Architects / Consultants are the properties of the INDIAN BANK. They are not to be used on other work.

7.0 Detailed drawings and instructions:

The INDIAN BANK through its Architect/Consultants shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the Contractor prepare a detailed programmed schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the INDIAN BANK through the Architect / Consultant.

8.0 Copies of Agreement

Two copies of agreement duly signed by both the parties with the Drawings shall be handed over to the Contractors.

9.0 Liquidated damages:

If the Contractor fails to maintain the required progress in terms of Clause 10 of GOC or to complete the work and clear the site including vacating their office on or before the Contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the INDIAN BANK on account of such breach to pay a liquidated damages at the rate of 0.5% of the Contract value per week which subject to a maximum of 5% of the Contract value.

10.0 Materials, Appliances and Employees

Unless, or otherwise specified the Contractor shall provided and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the INDIAN BANK /Architect/Consultant he shall be removed from the site immediately.

11.0 Permits, Laws and Regulations.:

Permits and licenses required for the execution of the work shall be obtained by the Contractor at his own expenses. The Contractor shall given notices and comply with the regulations, laws, and ordinances rules, applicable to the Contract. If the Contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the INDIAN BANK in writing under intimation of the Architect/Consultant. If the Contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the INDIAN BANK any legal actions arising there from.



12.0 Setting out Work :

The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof and get it approved by the Architect/Consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the Architect/Consultant the Contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the INDIAN BANK.

13.0 Protection of works and property :

The Contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the INDIAN BANK properties from injury or loss arising in connection with Contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The Contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provision of Govt., and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property on, about or adjacent to his place of work. The Contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may take in joint names of the Contractor and the INDIAN BANK and the original policy may be lodged with the INDIAN BANK.

14.0 Inspection of work :

The INDIAN BANK / Architect/ Consultant or their representatives shall at all reasonable times have free access to the work site and/or to the workshop, factories or other places where materials are laying or from where they are obtained and the Contractor shall give every facility to the INDIAN BANK, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the INDIAN BANK / Architect / Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's organization a wing of Central Vigilance Commission.

15.0 Assignment and subletting :

The whole of work included in the Contract shall be executed the Contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the Contract or any part or share thereof or interest therein without the written consent of the INDIAN BANK through the Architect and no undertaking shall relieve the Contractor from the responsibility of the Contractor from active superintendence of the work during its progress.

16.0 Quality of materials, workmanship and test :

- i) All materials and workmanship shall be best of the respective kinds described in the Contractor and in accordance with Architect/ Consultant instructions and shall be subject from time to time to such tests as the Architect/Consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any



material or part of work before incorporation in the work for testing as may be selected and required by the Architect/Consultant.

ii. Samples

All samples of adequate numbers, size, shades and pattern as per specifications shall be supplied by the Contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/Consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of Tender specification. Only when the samples are approved in writing by the Architect/Consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The architect/ Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufactures and such other aspects causing delay on the approval of the materials / equipment et. Shall be to the account of the Contractor.

iii. Cost of tests

The cost of making any test shall be borne by the Contractor if such test is intended by or provided for in the specification or BOQ.

iv. Costs of tests not provided for

If any test is ordered by the Architect/ Consultant which is either.

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or though so intended or provided for but ordered by the architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the Contractor.

17.0 Obtaining information related to execution of work:

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

18.0 Contractor's superintendence :

The Contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/Consultant may consider necessary until the expiry of the defects liability period, stated hereto.



19.0 Quantities

- i. The bills of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the Contract value by 25%. All the amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- ii. Variation exceeding 25%. The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

20.0 Works to be measured

The Architect/Consultant may from time to time intimate to the Contractor that he required the work to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Architect in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the mode of measurement detailed in the specifications. The representative of the Architect/Consultant shall take joint measurements with the Contractor's representative and the measurements shall be entered in the measurement book. The Contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the Contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by the Architect/Consultant shall vitiate the Contract. In case the INDIAN BANK /Architect/Consultant thinks proper at any time during the progress of works to make any alteration in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving such oral instructions the Contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, specifications or Contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the Contract value, as the case may be.

22.0 Valuation of Variations

No claim for an extra shall be allowed unless it should have been executed under the authority of the Architect/Consultant with the concurrence of the INDIAN BANK as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.



- a) The net rates or prices in the Contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- b) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- c) The net prices of the original Tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub-clause (c) hereunder.
- d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the Contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/Consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- e) Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices at the net rates stated in the Tender of the BOQ, or if not so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the date/ time (and if required by the Architect/ consultant) the workman's name and materials employed be delivered for verifications to the Architect/Consultant at or before the end of the week following that in which the work has been executed.
- f) It is further clarified that for all such authorized extra items where rates cannot be derived from the Tender, the Contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc., plus 15% towards establishment charges, Contractor's overheads and profit. Such items shall not be eligible for escalation.

23.0 Final Measurement

The measurement and final bill settlements in respect of the Contractor shall be completed within three months of the virtual completion of the work.

24.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the Contract to the full satisfaction of the INDIAN BANK, the Contractor shall ensure that the following works have been completed to the satisfaction of the INDIAN BANK

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the Contractor's site office, temporary works, structures including labour sheds, camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the Contractor by the INDIAN BANK and not incorporated in the permanent works.



- c) Remove all rubbish, debris etc., from the site and the land allotted to the Contractor by the INDIAN BANK and shall clear, level and dress, compact the site as required by the INDIAN BANK.
- d) Shall hand over the work in a peaceful manner to the INDIAN BANK.
- e) All defects/ imperfections have been attended and rectified as pointed out by the INDIAN BANK to the full satisfaction of INDIAN BANK.

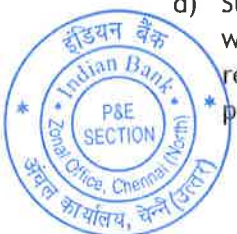
Upon the satisfactory fulfillment by the Contractor as state above, the Contractor shall be entitled to apply to the Architect/Consultant is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect/Consultant shall within 30 days of the receipt of the applications for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied. This issuance of a VCC shall be without prejudice to the INDIAN BANK's rights and Contractor's liabilities under the Contract including the Contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the INDIAN BANK against the Contractor in respect of works or work at the site and in respect of which the VCC has been issued.

25.0 Work by other agencies

The INDIAN BANK / Architect / Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this Contract which it may desire to have carried out by other persons simultaneously and the Contractor shall not only allow but also extend reasonable facilities for the execution of such work. The Contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the INDIAN BANK. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract.

26.1. Insurance of works

- a) Without limiting his obligations and responsibilities under the Contract the Contractor shall insure in the joint names of the INDIAN BANK and the Contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of Contract and in such a manner that the INDIAN BANK and Contractor are covered for the period stipulated I clause.... Of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.
- b) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- c) The constructional plant and other things brought on to the site by the Contractor to the replacement value of such constructional plant and other things.
- d) Such Insurance shall be effected with an insurer and in terms approved by the INDIAN BANK which approved shall not be unreasonably withheld and the Contractor shall whenever required produce to the Architect/ Consultant the policy if insurance and the receipts for payment of the current premiums.



26.2 Damage to person and property.

The Contractor shall, except if and so far as the Contract provides otherwise indemnify the INDIAN BANK against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequent of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of INDIAN BANK to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the Contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the INDIAN BANK their agents, employees or other Contractor not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the INDIAN BANK , their employees, or agents or other employees, or agents or other Contractors for the damage or injury.

26.3 Contractor to indemnify INDIAN BANK.

The Contractor shall indemnify the INDIAN BANK against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 26.2 of this clause.

26.4 Contractor's superintendence.

The Contractor shall fully indemnify and keep indemnified the INDIAN BANK against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. In the even of any claim made under or action brought against INDIAN BANK in respect of such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the INDIAN BANK if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Consultant in his behalf.

26.5 Third Party Insurance

26.5.1 Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities under clause 26.2 of GCC shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of INDIAN BANK , or to any person, including any employee of the INDIAN BANK , by or arising out of the execution of the works or in the carrying out of the Contract, otherwise than due to the



matters referred to in the proviso to clause 26.0 thereof. 26.5.2 Minimum amount of Third party Insurance

Such insurance shall be effected with an insurer and in terms approved by the INDIAN BANK which approval shall not be reasonably withheld and for at least the amount stated below. The Contractor shall, whenever required, produce to the Architect/Consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

26.6 Accident or injury to Workman:

26.6.1 The INDIAN BANK shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the INDIAN BANK or their agents, or employees. The Contractor shall indemnify and keep indemnified INDIAN BANK against all such damages and compensation, save, and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26.6.2 Insurance against accidents etc., to workmen

The Contractor shall insure against such liability with an insurer approved by the INDIAN BANK during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Architect/ Consultant such policy of insurance and receipt for payment of the current premium. Provided always that in respect of any persons employed by any sub-Contractor the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that INDIAN BANK is indemnified under the policy but the Contractor shall required such sub-Contractor to produce to the Architect/Consultant when such policy of insurance and the receipt for the payment of the current premium.

26.6.3 Remedy on Contractor's failure to insure:

If the Contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of Contract, then and in any such case the INDIAN BANK may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the INDIAN BANK as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor.

26.6.4 without prejudice to the others rights of the INDIAN BANK against Contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages costs, charges, and other expenses paid by the INDIAN BANK and which are payable by the Contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this even all the monies received from the insurer in respect of such damages shall be paid to the Contractor and Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.



27 Commencement of works :

The date of commencement of the work will be reckoned as the date of handing over site or 7 (seven) days from the date of issue of letter of acceptance of the Tender by the INDIAN BANK whichever is later.

28 Time for completion:

The time for completion of the work in 30 (Thirty days) concurrently with other Agencies from the 2nd day after the date of written order to commence the work or the date on which the site is handed over to the Contractor whichever is later and time shall be of the essence of the Contract.

29 Extension if time:

If, in the opinion of the Architect/Consultant, the work be delayed for reasons beyond the control of the Contractor, the Architect/Consultant may submit a recommendation to the INDIAN BANK to grant a fair and reasonable extension of time for completion of work as per the terms of Contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reason beyond the due date of completion as stipulated in the Contract, the Contractor shall apply to the INDIAN BANK through the Architect/ Consultant in writing at least 30 days before the expiry of the schedule time and while applying for extension of time he shall furnish the reasons in detail and his justification of any, for the delays. The Architect/Consultant shall submit their recommendations to the INDIAN BANK in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the INDIAN BANK., the provision of liquidated damages as stated under clause 10 of instructions to the Tenderer shall become applicable. Further the Contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30 Rate of progress

Whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Architect/Consultant should the rate of progress of the work or any part thereof be at any time be in the opinion of the Architect/Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Architect/Consultant shall thereupon take such steps as considered necessary by the Architect/Consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect/Consultant neither shall relieve.

31 Work during nights and holidays:

Subject to any provision contrary contained in the Contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/Consultant; save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Consultant. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect/Consultant at no extra cost to the INDIAN BANK.



All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

32 No compensation or restrictions of works :

If at any time after acceptance of the Tender INDIAN BANK shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect/Consultant shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly, in the matter. The contractor shall have not claim to any payment of compensation or otherwise whatsoever, or account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the Contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the Contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect/Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

"Incuse" of such stores having been issued from INDIAN BANK store and returned by the Contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the Contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of Architect/Consultant shall be final.

33 Suspension of work

- i. The Contractor shall, on receipt of the order in writing of the Architect/Consultant (whose decision shall be final and binding on the Contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
- ii. On account any default on the part of the Contractor, or
- iii. For proposer execution of the works or part thereof for reasons other than the default of the contractor, or
- iv. For safety of the works of part thereof the contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carryout the instructions given in the behalf by the Architect/Consultant.
- v. If the suspension is ordered for reasons (iii) and in sub - para (i) above.

34. Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the INDIAN BANK

- a) To rescind the contract (of which rescission notice in writing to the Contractor by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of INDIAN BANK .



- b) To employee labour paid by the INDIAN BANK and to supply materials to carryout the work, or any part of the work, debiting the Contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/Consultant shall be final and conclusive against the Contractor and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the Contract under the terms of this contract the certificate of architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by his (of the amount of which excess of the Certificates in writing of the Architect/Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by INDIAN BANK under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.
- In the even of any of above courses being adopted by the INDIAN BANK the contractor shall have no claim to compensation for any loss sustained by him reasons of his having purchased or procured any materials or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the Contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless and until the Architect/Consultant will have certified in writing the performance of such work and value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

35 Owner's right to terminate the Contract

If the Contractor being an individual or a firm commit any ' Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is above to carryout and fulfill the Contract, and to give security therefore if so required by the Architect/Consultant.

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 assign or sublet this Contract without the consent in writing of the INDIAN BANK through the Architect/Consultant or shall charge or encumber this Contract or any payment due to which may become due to the Contractor there under:

- A) Has abandoned the Contract.
- B) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 7 days after receiving from the INDIAN BANK through the architect/consultant written notice to proceed, or
- C) Had failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven



days after written notice from the INDIAN BANK through the Architect/Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions : or has neglected or failed persistently to observe and perform all or any of the acts, matters or this by this Contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the INDIAN BANK 'S or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the INDIAN BANK and or the Architect/consultant any not withstanding any previous waiver, after giving seven days notice in writing to contractor, determine the contract, but without thereby affecting the powers of the INDIAN BANK of the Architect/Consultant or the obligation and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contract. And further the INDIAN BANK through the Architect/Consultant their agents or employees may enter upon and take possession of the work and all plants, tools, scaffolding, materials sheds, machineries laying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work same by engaging any other contractor or person to complete the work and the contractor shall not in any was interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completion and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the INDIAN BANK or the Architect/Consultant shall give a notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within 14 days after receipt thereof by him the INDIAN BANK sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the INDIAN BANK incidental to the sale of the materials etc.,

36 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect/Consultant to the contractor within 15 working days from the date of certificate to the payment from INDIAN BANK from time to time. The INDIAN BANK shall recover the statutory recoveries other dues including the retention amount from the Certificate of payment.

Provided always that the issue of any certificate by the architect/Consultant during the progress of works or completion shall to have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The architect/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The architect/Consultant may by any Certificate make any corrections required on previous certificate.

The INDIAN BANK shall modify the certificate of payment as issued by the Architect/Consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books.



The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs.5.00 Lakhs and the minimum interval between two such bills shall be one month.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect/Consultant shall issue the certificate of payment within a period of two months. The INDIAN BANK shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities. The contractor shall submit the interim bills in the prescribed format with all details.

37 Settlement of disputes and Arbitration

Except where otherwise provided in the Contract all questions and disputes relating to the meaning of the specifications, design, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the Contract, Designs, drawings, specifications, estimates, instructions orders or these conditions or other wise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to the Assistant General Manager (Premises & Estate), Indian Bank, Zonal office, Chennai North and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction of recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Assistant General Manager (premises & Estate) in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.
- ii) The Assistant General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Assistant general manager (Premises & Estate) submit his claims to the conciliating authority namely the circle development officer, Indian Bank, Chennai, for conciliation along with all details and copies of correspondence exchanged between him and the Assistant General Manager (Premises & Estate).
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor, shall, within a period of 30 days of termination thereof shall give a notice to the Concerned Chief General Manager of the Bank to adjudicate the notified claims failing which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the Contract, all disputes or differences arising out of the notified claims of the Contractor



as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the DGM and Chief Engineer, Indian Bank, who will be action as sole arbitrator will also be no objection to such appointment that the arbitrator so appointed in a bank officer and that he had to deal with the matter to which the contract relates in the course of his duties as bank officer.

- v) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- vi) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under.
- vii) It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

38 Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i. That the water used by the Contractor shall be fit for construction purposes to the satisfaction of the Architect/Consultant.
- ii. The Contractor shall make alternative arrangements for the supply of water if the arrangement made by the Contractor for procurements of water in the opinion of the Architect/Consultant is unsatisfactory.

39 Treasure trove etc.,

Any treasure trove, coin or object antique which may be found on the site shall be the property of INDIAN BANK and shall be handed over to the bank immediately.

40 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect/Consultant shall be final and binding on the Contractor.

41 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed Performa at site of work and should produce the same for inspection of INDIAN BANK /Architect/Consultant whenever desired by them. The Contractor shall also maintain the records / registers as required by the local authorities / govt. from time to time.

- i. Register for cement / paint / lead / specific materials
- ii. Register for steel



- iii. Register for secured advance
- iv. Register for bulkage of sand
- v. Register for silt test
- vi. Register for sieve analysis for fine aggregate
- vii. Register for sieve analysis for coarse aggregate
- viii. Register for slump test
- ix. Register for concrete cube test
- x. Register for hindrance to work
- xi. Register for consumption of cement
- xii. Register for running account bill
- xiii. Register for labour.

42 Force majeure

42.1 Neither Contractor nor INDIAN BANK shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract if it is not possible to serve a notice, within the shortest possible period without delay.

42.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

42.4 should one or both parties be prevented from fulfilling the Contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreements.

43 Local laws, Acts, Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive of Contractor labour (regulation and abolition act of 1970) and other safety regulations. The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the acts, laws, any other regulations that are application to the execution of the project.

- i. Minimum Wages Act 1948 (Amended)
- ii. Payment of wages Act 1936 (Amended)
- iii. Workmen's compensation Act 1923 (Amended)
- iv. Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v. Apprentice act 1961 (Amended)
- vi. Industrial employment (standing order) Act 1946 (Amended)
- vii. Personal injuries (compensation insurance) act 1963 and any other modifications.



viii. Employee's provident fund and miscellaneous provisions Act 1952 and amendment thereof.

ix. Shop and establishment act

x. Any other act or enactment relating thereto and rules framed there under from time to time.

44. Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect/Consultant. The contractor shall also seek accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof



SPECIAL CONDITIONS OF CONTRACT

Scope of work

1.The scope of work is to carry out the Specialized waterproofing work

2.Address of site: The site is located at No:812, Chetpet/ Microsate Branch Poonamallée High Road Chennai - 600 010.

3.Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect/Consultant before proceeding with the work.

4.Notice of operation

The contractor shall not carry out an important operation without the consent in writing from the Architect/Consultant

5.Construction records

The Contractor shall keep and provide to the Architect/Consultant full and accurate record of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.Safety of adjacent structures and trees

The contractor shall provide and erect to the approval of the Architect/Consultant such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

7.Temporary works

Before any temporary works are commenced the Contractor shall submit at least 7 days in advance to the Architect/Consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect/Consultant may required in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.Temporary roads

The Contractor shall provide access roads to the site from the nearest main road at no extra cost and as directed by the Architect/Consultant. The contractor shall also be responsible for proper maintenance of this access road and would take all care to see that existing services, if any, are maintained in working order at his own cost. The laying and maintaining the temporary roads within



the site area shall be the Contractor's responsibility and the Contractor shall take such measures that are necessary and as directed by the Architect/Consultant.

9. Water, power and other facilities

- a) The rate quoted by the Contractor shall include all expenses that are required for providing all the water required for the work and the Contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to skin a tube well/open well and bring water by means of tankers at his own cost for the purpose. The INDIAN BANK will not be liable to pay any charges in connection with the above.
- b) The rate quoted in the Tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- c) The INDIAN BANK as well as the Architect/Consultant shall give all possible assistance to the contractors to obtain the requisite.
- d) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

10. Office accommodation

- a) The contractor shall provide and maintain all necessary offices, workshops, stores, shelters, sanitary facilities, canteens and other temporary structures for themselves in connection with the work at the site at their own cost after getting the approval from the Architect/consultant.
- b) A site office for the use of INDIAN BANK /Architect/Consultant shall be provided by the Contractor at his own expenses.
- c) All temporary buildings and facilities as mentioned above shall be removed on completion of the work or at any earlier date as directed by the Architect/consultant.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expense shall be borne by the contractor at no extra cost. It is also the responsibility of the Contractor to obtain statutory approvals for providing the above facilities.

11. Facilities for Contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The Contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

12. Lighting of works

The Contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

13. Fire fighting arrangements

- i. The contractor shall provide suitable arrangement for fire fighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.



ii. Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following.

- a) Proper handling, storage and disposal of combustible materials and waste.
- b) Work operations which can create fire hazards.
- c) Access for fire fighting equipments
- d) Type, number and location of containers for the removal of surplus materials and rubbish.
- e) Type, size, number and location of fire extinguishers or other fire fighting equipment,
- f) General house keeping.

14. Site order book

A site order book shall be maintained at site for the purpose of quick communication between the architect/consultant. Any communication relating to the works may be conveyed through. Records in the site order book such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall carefully maintained and preserved by the Contractor and shall be made available to the Architect/Consultant as and when demanded. Any instruction which the Architect/Consultant may like to issue to the contractor or the contractor may like to bring to the Architect/consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

15. Temporary fencing / barricading

The contractor shall provide and maintain a suitable temporary fencing/barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect/Consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

16. Site meetings

Site meeting will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representatives and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect/Consultant.

17. Disposal of refuse

The contractor shall cart away all debris, refuse etc., arising from the work from the site and deposit the same as directed by the Architect/Consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

18. Contractor to verify site measurement



The contractor shall check and verify all site measurements whenever requested by other specialist's contractors or other sub contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

19.Displaying the name of the work

The contractor shall put up a name board of suitable size as directed by the Architect/Consultant indicating therein the name of the project and other details as given by the Architect/consultant at his own cost and remove the same on completion of work.

20.Bar bending schedule

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and got them approved by the Architect/Consultant well in advance.

21.As built drawings

- i. For the drawings issued to the contractor by the Architect/Consultant. The architect/consultant will issue two sets of drawings to the contractor for the items for which some changes have been made. From the approved drawings as instructed by the INDIAN BANK /Architect/Consultant. The Contractor will make the changes made on these copies and return these copies to the Architect/consultant for their approval. In case any revision is required or the corrections are not properly marked the Architect/Consultant will point out the discrepancies to the Contractor. The Contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as directed by the Architect/Consultant and resubmit to him for approval. The architect/consultant will return one copy duly approved by him.
- ii. For the drawings prepared by the contractor.

The contractor will modify the drawing prepared by him wherever the changes are made by the INDIAN BANK /Architect/Consultant. And submit two copies of such modified drawings to the Architect/Consultant for approval. The Architect/Consultant will return one copy of the approved drawing to the Contractor.

22.Approved make

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminium doors window and any other item as specified in the Tender. The Architect/consultant may approve any make agency within the approxed list as given in the Tender after inspection of the sample/make-up.

23.Procurement of materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.



24.Excise duty, taxes, levies etc.,

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sale tax, tax on works contract excise, duty service tax and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the INDIAN BANK shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc., if any till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor.

25.Acceptance of Tender

The INDIAN BANK shall have the right to reject any or all tenders without assigning any reason. They are not to bound to accept the lowest or any Tender and the Tenderer or Tenderers shall have no right to question the acts of the INDIAN BANK however, adequate transparency would be maintained by the INDIAN BANK.



SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen of all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
5. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.



FORM OF GUARANTEE FOR WATERPROOFING

Name of the Project:

Free Maintenance Guarantee - Waterproofing Work:

By _____

We,hereby guarantee that the surfaces treated by us for waterproofing in the above work, shall remain entirely water tight. School, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of ten years from the date of virtual completion of the work i.e. from to the same shall be rectified by us without any extra cost to the, Chetput/ Microsate branch of Indian Bank.

However, we shall not be responsible in any way if our work is tampered with or if the body of the structure is damaged due to sinking, cracking and/or by any other act of God beyond our control.

Signature of the
Waterproofing Contractor.

