

INVITATION TO TENDER

GENERAL CONDITIONS OF CONTRACT

OR

**ELECTRIFICATION WORK
OF
UCO BANK**

GOTA BRANCH

**AT SHOP NO-6,7 & 8, VANDANAM, JAGATPUR ROAD,
GOTA, AHMEDABAD**

**M/s. VIJAY SAHIJWANI &
ASSOCIATES**

Architecture, Interior Design, Govt. Approved Valuers

**55, Sahyadri Apartment, 5th Floor
Near Stadium Circle, Navrangpura,
Ahmedabad-380 009**

Mobile: 9824095276

E-Mail:

vijay_sahijwani@yahoo.com

Tender issued to.....

Notice of Invitation of Tender

Sealed Tenders is invited in single bid from ELECTRIC CONTRACTORS on the approved of the bank are only eligible to apply for taking up Electrification works for **UCOBANK GOTA BRANCH ,Ahmedabad**, Tender Documents can be purchased from M/s ZONAL MANAGER,UCOBANK,ZONALOFFICE7thFLOOR,UCOBHAVAN,NEARSANYASASHRAM, ASHRAM ROAD, AHMEDABAD-380009 from 30/11/2024 to 06/12/2024 before 5.00 PM except Sundays and Bank Holiday.

Name of the work	: Electrification work at UCO Bank GOTABRANCH, AHMEDABAD
Cost of application/tender document	: Rs. 500/-
Time and date of Submission of	: Before 5.00 PM on 06/12/2024 at Ahmedabad
Place and Address for submission of tender/contact person/telephone no./e-mail address	: ZONAL MANAGER, UCO BANK, ZONAL OFFICE 7th FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM, ASHRAM ROAD AHMEDABAD 380009 PH:
Date, Time and place of opening of tenders	: 07/12/2024 at 05:00 PM
Earnest Money Deposit	: Rs. 2700/- in the form of Demand Draft, payable at Ahmedabad drawn in favour of the UCOBANK, ZONAL OFFICE AHMEDABAD.
Security Deposit	: As per clause 9 Contr of General conditions of act (Below)
Terms of Payment of Bills, if any	: Running account bills each valuing more than Rs. 3.00 lakhs will be honored
(Penalty clause) Liquidated Damages or delay	: In case of delay a penalty at the rate of 0.5% of the value of the estimate cost per week subject to a maximum of 5% of value of work done would be strictly imposed.
Stipulated time of Completion for the work/supply	: 25 Calendar days
Validity of the Tender	: 90 Calendar Days
Defects Liability Period	: 12 Months
Sales Tax. IT. Octroi. Levies	: The rates quoted to include Sales tax, Octroi or any other statutory obligation/tax on material or on finished works like work's contract tax, turnover tax, service tax, etc., in respect of this contract as applicable including transportation and TA/DA of the workers at site and the Bank will not entertain any claim whatsoever in this respect. However I.T and WCT will be deducted at source.
Electronic payment	: Electronic payments shall be preferred

1. GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERER.

1. Tenders are invited on behalf of **M/s. UCO BANK, ZONAL OFFICE, ZONAL MANAGER, 7th FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM, ASHRAM ROAD AHMEDABAD 380009** Proposed Electrification work for UCO BANK, MEMNAGAR BRANCH, AHMEDABAD to carry out the Electric works.
2. Tender documents consisting of the plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of conditions of contract to be complied with by the person whose tenders may be accepted, can be purchased from **M/s. UCO BANK, ZONAL OFFICE, ZONAL MANAGER, 7th FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM, ASHRAM ROAD AHMEDABAD 380009** of issued of tenders **30/11/2024 to 06/12/2024**

The site for the work is available / or the site for the work shall be made available in parts as specified below

3. Tenders which should always be placed in sealed cover with the name of project written on the envelopes will be received by **M/s. UCO BANK, ZONAL OFFICE, ZONAL MANAGER, 7th FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM, ASHRAM ROAD AHMEDABAD 380009** Up to 5.00 PM on 06/12/2024 and will be opened by him/authorized officer in his office on 07/12/2024 at 5:00 PM. The tenders received after the stipulated time will not be accepted.
4. The time allowed for the carrying out of the work be 30 days from the date of written orders to commence work.
5. The contractors should quote in figures as well as in words the rate and amount tendered by them. The amount for each item should be worked out and requisite totals given.
6. **Earnest Money amounting to Rs. 2700/- (Rupees Two Thousand Seven Hundred Only) in the form of bank draft drawer in favor of "UCO BANK" ZONAL OFFICE, payable at AHMEDABAD.** Must accompany with each tender and each tender is to be in a sealed cover super/scribed "Tender for the Electric works at GOTABRANCH" Ahmedabad

7. **Tender document consisting of the plans, complete specifications, the schedule of**

8. The acceptance of the tender will rest with "UCOBANK" which does not find itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
9. **UCO BANK** reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
10. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. All rates shall be quoted on the proper form of the tender alone.
12. An item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
13. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architect shall be communicated to the Employer.
14. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures the words 'Rs' should be written before the figures of rupees and words 'P' after the decimal figures, e.g., Rs.2.15 "P" and in case of words. The word 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only'. It should invariably be up to two decimal places. While quoting the rate in schedule of quantities the word 'only' should be written closely following the amount and it should not be written in the next time.
15. **UCO BANK** does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the quoted rates.
16. Sales tax or any other tax on material or on finished works like works contract tax, turnover tax etc., in respect of this contract shall be payable by the contractor and the **UCO BANK** will not entertain any claim whatsoever in this respect. This particular aspect should be mentioned in the tender notice.

17. The tender for works shall remain open for acceptance for a period of Ninety (90) calendar days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the bank shall be at liberty to forfeit the Earnest Money paid along with the tender.
18. The tender of the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may have had/have tendered for the same work. Failure to observe this condition would render tenders of the contractor tenderer liable as well as witnessing the tender liable to summary rejection.
19. It will be obligatory on the part of the tenderer to tender and sign and tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority **UCOBANK**.
20. The tenderer apart from being a competent contractor must associate himself with agencies of the appropriate class who are eligible to tender for other works.
- 21. The quoted prices shall be firm & no discounts are acceptable on the final price.**
22. If the contractor or his representatives are to be absent from the site for the more than 3 days the contract is deemed to be terminated by him.
23. Tenders are to be on the prescribed form which can be obtained from the office of **UCOBANK, ZONAL OFFICE, AHMEDABAD**. On payment of sum of **Rs. 500/-** by cash not refundable. The time allowed for carrying out of the work for the Electric works will be 30 Days, (Calendar days) from the same day after the date of written orders to commence work.
24. Issue of tender form will be stopped one day before the date fixed for the opening of tenders.
25. Power and Water will not be provided by the Employer. The contractor has to make the arrangement for the same. Sub-meter shall be provided by the contractor at his own cost.

Signature of the Competent Authority

2-GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities in the specifications, conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of Employer/Architects.

1. INTERPRETATION:

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

- a. **Employer:** The term employers shall denote **M/s.UCOBANK,ZONAL OFFICE,ZONAL MANAGER, 7th FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM, ASHRAM ROAD AHMEDABAD 380009** and any of its employees representatives authorized on their behalf.
- b. **Architects:** The term Architect shall mean **M/sVIJAY SAHIJWANI & ASSOCIATES, AHMEDABAD** or in the event of his/her ceasing to be the Architects for the purpose of this contract such other persons as the Employer shall nominate for the purpose.
- c. **Contractor:** The term contractor shall mean.....
(Name and address of the contractor) and his/hers legal representatives, assign and successors.

d. **Site:** The site shall mean the site where the works are to be executed. The site is in **Ground Floor, UCO Bank, Gota Branch, at Shop No-6,7 & 8, Vandanam, Jagatpur Road, Gota, Ahmeabad**

e. **Site Engineer:** The site engineers shall be appointed by the Bank/Architect. The bank may also determine the number of site Engineers and the supporting staff at site office to assist them and also whether the site engineers shall be temporary or permanent. As far as possible, the site engineer should assume change of his post before the contractor reports on site of work. Where more than one site engineer appointed, one of them shall be designated as senior engineer by the Premises Department and the other Site Engineers shall be reporting to the Senior Engineer.

f. **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instructions, which may be given by the employer during the execution of the work. All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/Architect shall be given access to such drawings or schedule of quantities wherever necessary.

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

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

i. "The schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

2. SCOPE:

The work consists of construction of Employer's

Electric works in accordance with the "drawings" and "Schedule of Quantities". It includes furnishing all materials, labour, tools and equipment and management necessary for and incident to the completion of the work. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer/Architects and to furnish and install such detail with Employer's/Architects concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Architects may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "The Employer's/Architect's instructions" in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's/ Architects' instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representatives upon the works by the Employer/Architects shall if involving a variation be confirmed in writing to the contractor within seven days. Nowork, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer in consultation with the Architects as provided in clause "variation".

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

3. TENDERER SHALL VISIT THE SITE:

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

4. TENDERS:

The entire set of tender paper issued to the tenderers should be submitted fully priced and also signed on the last page together with initials on every page. Initial/Signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

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

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at this option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms without assigning any reason.

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

The work will be paid for the "measured work" on the basis of actual work done and not as "Lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the any case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer/Architects.

The employer has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and in the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

5. AGREEMENT:

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

6. TAXES AND DUTIES:

The tendered must include in their prices quoted for all duties, royalties, cess, income tax and sales tax or any other taxes or local charges if applicable.

7. PROVISIONAL SUMS (PS):

All provisional sums described in the schedule of quantities as PS shall be exclusively to the purchase of materials and not for any handling and fixing to be done by the contractor. Such costs of handling and fixing with profit (including transport charges if required) shall be separately included in the contract price as described in the schedule of quantities. The disposal of the amounts covered under this circle will be absolutely at the discretion of the Bank. Contractor is to make payments for these materials to the suppliers on certificate or order issued by the Employer/Architects and realize them through his bills from the Employer/Architects.

8. QUANTITY OF WORK TO BE EXECUTED:

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

9. OTHER PERSONS ENGAGED BY THE EMPLOYER:

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

10. a. EARNEST MONEY DEPOSIT:

The tendered will have to deposit an amount of Rs. **2700/- (Rupees Two Thousand Seven Hundred)**

Only as specified in tender notice in the form of Bank Draft drawn in favor of UCO BANK, ZONAL OFFICE, AHMEDABAD at the time of submission of tender as an Earnest Money.

The employer is not liable to pay any interest on the Earnest Money of the unsuccessful tenderer will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

All taxes include Sales tax, Octroi or any other statutory obligation/tax on material or on finished works like work's contract tax, turnover tax, serviced tax, etc., in respect of this contract as applicable including transportation and TA/DA of the workers at site and the Bank will not entertain any claim whatsoever in this respect.

Income Tax will be recovered @ 2% as per Government rules.

Works Contract Tax will be recovered @ 2% as per Government rules.

Retention money shall be deducted progressive running bills @ 8% of the gross value of each running bills. The retention amount will be refunded to the contractor 15 (fifteen) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

11. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom. The contractor shall provide himself for ground and freshwater 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 freshwater obtained from elsewhere.

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 whatever except for specific items, if any stipulated in the tender documents.

The contractor shall at all times give access to workers employed by the Employer or any employee 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 any 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 fitting etc., The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

12. TIME OF COMPLETION EXTENSION OF TIME AND PROGRESS CHART:

a. **Time of Completion:** The entire work is to be completed in all respects within the stipulated period of 25 days. The work shall be deemed to be commenced within seven days from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is of essence of the contract and shall be strictly observed by the contractor.

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

b. **Extension of Time:** If in the opinion of the Employer/Architect the works be delayed

- (i) By reason of any exceptionally inclement weather, or
- (ii) By reason of instructions from the Bank consequent upon proceedings taken or threatened by or disputed, with adjoining or neighboring owners or
- (iii) By the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or
- (iv) By reason of authorized extra and additions or
- (v) By reason of any combination of workmen or strikes or lock-out affecting any of the building trades or
- (vi) From other causes which the Bank may consider are beyond the control of the contractor, the Bank at the completion of the time allowed for the contract shall make a fair and reasonable extension of time for completion in respect thereof. In the event of the Bank failing to give possession of the site upon the days specified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the contractor shall, immediately give the employer, written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing

so that it will be ground of consideration by the employer for an extension of time as above provided. The decision of the employer as to the period to be allowed for an extension of time for completion hereunder (which decisions shall be final and binding on the contractor) shall be promulgated at the consideration of such strike or lock-out and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 13 with respect to payment of liquidated damages shall be construed as if the extended date fixed by the Employer was submitted for and the damages shall be deducted accordingly.

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

13. LIQUIDATED DAMAGES:

The entry for the quantum of LD per week of delay, appropriate for the case in hand, should be selected from the following:

For contracts having time for completion 6 months and less	1.00% of the estimated amount shown in the tender per week.
For contracts having time for completion exceeding 6 months but not exceeding 24 months.	0.50% of the estimated amount shown in the tender per week
For contracts having time for completion exceeding 24 months	0.25% of the estimated amount shown in the tender per week subjected to 5% of the accepted contracted sum

The entry of the quantum of the maximum LD, the accrual of which entitles the Bank to conclude the contract should be selected from the following as may be applicable.

For contracts having time for completion 6 months and less	10.00% of the accepted contracted sum.
For contracts having time for completion Exceeding 6 months but not exceeding 1 year	7.5% of the accepted contracted sum. Subject to the provision of para below.

14. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS:

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

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

The contractor shall indemnify the Employer against all claims in respect of patent right, royalties, damage to building, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

15. ACCESS:

Any authorized representative of the employer shall at the reasonable times have free access to the workshop, factories or other place where materials are being prepared or constructed for the works and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the bank or their representative everything necessary for inspection and examination and test of the materials and workmanship. Except the representative of the employer no person shall be allowed at any time without the written permission of the Employer.

16. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS:

All the works specified and provided for in the specifications or which may be required to be done in the manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications as any from their entire satisfaction. If required by the Employer/Architects during the execution of the work, and their entire satisfaction. If required by the employer/Architects the contractor shall carry test on materials and workmanship in approved material testing laboratories or as prescribed by the Employer/Architects at his own cost to prove that the material etc., under test conform to the relevant B.I. or as specified in the specifications.

The necessary charges for preparation of mould (in case of concrete cube) transporting, testing, etc., shall have to be borne by the contractor. No extra payments in this account should in any case be entertained. All the materials (Except where otherwise described) store equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax control and other charges and must be the best of their kind available and the contractor's must be entirely responsible for the proper and efficient carrying out of work.

The work must be done in the best workmen like manner. Samples of all materials to be used would be submitted to the Employer/Architects when so directed by the Employer/Architects and written approval from Employer/Architects must be obtained prior to placement of order. Should the work be suspended by reason of rain, strike, lockout or any other cause the contractor shall take all precaution necessary for the protection of work at his own expenses and shall make good any damage arising from, any of these causes. The contractor shall cover up and protect from damage from any cause, all new work and supply, temporary doors, protection to windows and any other requisite protection for execution of the work whether by himself or special tradesmen or subcontractor and any damage caused must be made good by the contractor at his own expense.

17. REMOVAL OF IMPROPER WORK:

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

18. CONTRACTOR'S EMPLOYEES:

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with the instructions of the Employer/Architects. The contractor shall engage at

least one experienced Engineer as site-in-charge for the execution of the work. The contractor shall employ in connection with the work person having the appropriate skill or ability to perform their job efficiently. The contractor shall employ local labourers on the work as far as possible.

No labour below the age of 18 years and who is not an Indian National shall be employed on the work.

Any labourer applied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representatives shall be deemed to be a person employed by the contractor.

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

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

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

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

19. DISMISSAL OF WORKMEN:

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

20. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.,

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damage to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with carrying out of this contract. The clauses shall be held to include inter-alia, any damage to building whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.

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

The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

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

21. INSURANCE:

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor for such amount and

for any further sum if called to do so by the employer, the premium of such further sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premium paid with the Employer within 7 (Seven days) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insurance company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of re-binding or reinstatement after fire shall be entitled to extension of time for completion as the Employer may deem fit.

22. ACCOUNTS RECEIPTS AND VOUCHERS:

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

Before taking any measurement of any work the site Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the site engineer then in any such event the measurements taken by the site engineer or by the subordinate deputed by him as the case may be is final and binding on the contractor and the contractor shall have no right to dispute the same.

23. ADVANCE PAYMENTS AND SECURED ADVANCE:

Advance payment for works actually but not measured and billed for, should not be made generally payments should be made after the detailed measurements of the work are taken recorded and the contractor's bill for the same is approved by the competent authority

However, advance payment on the running bill to the extent of 75% of the Architect certified amount might be made whenever found necessary. In such cases, it shall be

test checking of the measurements & scrutiny of bills are completed before repayment of the next running bills.

Secured advances on the security of materials brought to site may be made to the contractors whose contract is for finished work. In such cases, the competent authority may sanction advances up to an amount not exceeding 75% of the value (invoiced/assessed value) of such materials, provided that they are of a durable/non-failure nature and that an indemnity bond is required on the materials and is a safeguard against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the material and against the expense entitled, if any, for their proper watch and safe custody. Recoveries of advances so made should not be postponed until the work entrusted to the contractor is completed. They should be made from his bills for works done as the materials are used, the necessary deductions being made wherever the item of work in which they are used are billed for.

24. PAYMENTS:

All bills shall be prepared by the contractor in the form prescribed by the Employer/Architects. Normally one interim bill shall be prepared each month subject to a minimum value for interim certificate as stated in these documents. The bills in proper form 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/Architect shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Employer and the contractor shall be entitled to payment thereof, within the period of honoring certificates named in these documents.

The amount stated in an interim certificate shall be the total value of work properly executed and 70% of invoiced value of material brought to site for permanent incorporation into the work up to the date of the bill less the amount to be retained by the Employer as retention money vide clause 10 of these conditions, provided that such certificates 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 employer will deduct retention money as described in clause 10 of these conditions. Therefore retention money will be made as specified in the same clause. If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the

contractor in accordance with the quantities consumed in the work. All the interim 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 reelected 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 any way 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. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Site Engineer and payment shall be made within three months.

25. FINAL PAYMENT:

The final bill shall be accompanied by a certificate of completion from the Employer/Architects. Payment of final bill shall be made after deduction of Retention Money as specified in clause 10 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period of twelve (12) months after receiving the Employer's/Architects certificate that the contract or has rectified all defects to the satisfaction of the Employer/Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

26. VARIATION/DEVIATION:

The price of all such additional items/non-tendered items will be worked out on the basis of rate quoted for similar items in the contract whether existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required. The tender rates shall hold good for any increase or decrease in the tendered quantities up to variation of 25%. For variation beyond + or - 25%, the rate for the respective item may be reviewed on mutually agreed terms.

27. SUBSTITUTION:

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

28. PREPARATION OF INTERIOR WORKS FOR OCCUPATION & USE ON COMPLETION:

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer/Architect that he has completed the work and it is ready for inspection. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floor, staircases, and part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Employer/Architect.

29. CLEARING SITE ON COMPLETION:

On completion of the work the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

30. PERIOD OF FINAL MEASUREMENT:

The entry for the period of final measurement after completion shall be made after taking into account complexity of the work and staff available for carrying out measurements.

All hidden works shall have already been measured as the work progressed.

It should be noted that unless a longer period is stipulated, the condition of contract generally lays down 3 months (maximum) from the date of completion of the contract as the period of final measurement.

Even though the maximum period of three months is mentioned, it shall be endeavored to complete the measurement as expeditiously as possible.

31. VALUE OF WORK INTERIM CERTIFICATE:

The maximum value of work done, entitling the contractor to receive an interim payment is generally arrived at after dividing the estimated value of the contract (as announced in the notice of tender) by the time (in months) allowed for completion of work.

The above value rounded off to the nearest thousand is entered.

32. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, shrinkage, settlement or other faults, which may appear within 12 months after completion of work. In default the Employer may employ a person and amend and make good such damage, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer and may be deducted from the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from a amount returning under clause No- 10 together with any expenses the Employer may have incurred in connection therewith.

33. ESCALATION:

The rate shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc., unless specifically provided in these documents. The price variation clause being adopted by the RBI may be followed, if such a situation arises on a case -to - case basis.

34. IDLE LABOUR:

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

35. SUSPENSION:

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work to be proceeded with in a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto any plant or material to subsist from the date of such notice being given until the fall for 7 (seven) days after

such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in the following.

36. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor being a company goes into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make and assignment or a composition for the benefit of the greater part, in number or amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a receiver of the contractor's firm appointed by the court, shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefor, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payment due or which may become due to the contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner herein after mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the employer not exercise such due diligence and makes such due progress as would enable the work to be completed within the time agreed upon and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as herein after mentioned, or shall abandon the contract, then and in any of the said cases, the bank may not withstanding previous waiver determine the contract by a notice in writing to the effect as herein after mentioned, but without thereby effecting the powers of the employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other contractors or other persons or person employed from

completing and furnishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the employers shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security Deposit.

37. ARBITRATION:

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the right touching or concerning the execution or maintenance thereof of this contract of the construction remaining operation or effect thereof or to the rights or liabilities of the parties to arising out of or in relation thereto whether during or after determination or foreclosure of branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer herein after mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed. The contractor shall on receipt of the names as aforesaid, select any one of the persons' names to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator. If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator whomay direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix of settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties. Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that an arbitrator under clauses shall be condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

I/we hereby declare that I/we read and understood the above terms and conditions and that we shall abide them if the work is awarded to us.

38. CLEARING SITE AND SETTING OUTWORKS:

The sites shown on the plans shall be cleared of all obstructions. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

39. PERMITS AND LICENSES:

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The employer will render necessary assistance, sign any form or application that may be necessary. The basic price of controlled materials for the purpose of valuing the tender is to be considered as stipulated below. This will also be the basis of adjustment in settling the contractor's bills. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non

receipt of any controlled materials in due time on this account or according to his own requirements.

The contractor will, however, be eligible to a proportionate extension of time on this account which in the opinion of the Employer/Architect is reasonable. The contractor shall at his own cost arrange for storage shed adequate for taking delivery and storing of the quantity of controlled materials released by the authorities or supplied by the Bank. The costs of storing, transporting etc., of all materials including those under government control are to be included by the tenderer in his quoted rates. The Employer/Architect shall be indemnified against all government or legal actions for theft and any other controlled materials in the custody of the contractor.

40. GOVERNMENT AND LOCAL RULES:

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

41. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICER REQUIREMENTS:

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

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time. The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights, etc., required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in clean and sanitary condition to the satisfaction of the public Health Authorities and small causes such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences. Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the constructions, and all receptacles, cisterns, water tanks, etc., used for the storage of water must be suitable protected against breeding of mosquitoes. The contractor shall indemnify the employer against any breach of rules in respect of anti-malarial measures. The contractor shall not fix or place any placards or advertisement of any description nor permit the same to be fixed or placed in or upon any boarding gantry, building structure other than those approved by the Employer.

Protective Measures:

The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Tools: The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools etc., by subcontractors for their work.

42. SITE ENGINEER:

The term 'Site Engineer' shall mean the person appointed and paid by the Employer to superintend the work. The contractor shall afford the Site Engineer every facility and assistance for examining the works and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, additions, alterations, deviations or omission any extra work whatever, except in so far as such authority may be specifically conferred by a written order of the Employer.

The site engineers shall have power to give notice to the contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architects, Engineer from the premises department of the Employer and the Site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitation of this clause the contractor shall take instruction only from the Architects/Engineer.

43. ASSIGNMENT:

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

44. CONCEALED WORK:

The contractor shall give due notice to the Employer/Architects 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/Architect be either opened up for measurement at the contractor's expense or no payment may be made for such materials. Should any dispute to differences arise after the execution of any work as to measurement set c., or other matters which cannot be conveniently tested or checked, the notes of the Employer/Architects shall be accepted as correct and binding on the contractor.

45. SAFETY CODE:

Personal Safety Equipment's:

All necessary personal safety equipments as considered adequate by the Engineers should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipments by those concerned. 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. Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken:

First Aid:

- a. At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and in large workplaces they shall be placed under the charge of a responsible person who shall be readily available during working hours.
 - b. At large workplaces, 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.
- In every workplace, there shall be provided and maintained at suitable places easily accessible to labour sufficient of cold water fit for drinking.

Contractor's Seal and Signature.

3-OUTLINE CONDITIONS OF CONTRACT

1.	Earnest Money Deposit	:	RS. 8000/- (Rupees Eight Thousand Only)
2.	Defects liability period (DLP)	:	One Year
3.	Date of Commencement	:	Two days from the date of award of work
4.	Date of Completion	:	30 days
5.	Period of Final Measurement	:	Oneweekfromdateofcompletion
6.	Liquidated damages	:	0.5% of total value of contract per week up To a maximum 5% of the accepted contract sum.
7.	Value of work of interim certificate	:	Rs. 3.00 to Rs. 4.00 Lakhs
8.	Retention Money	:	8%ofcertifiedbill
9.	PeriodofHonoringCertificates	:	15 days
10	Insurance	:	Workmencompensationandcontractorallrisk for full value of contract, third party liability
11	TDS	:	2%ofthecertifiedbill
12	Work contract tax	:	2%ofthecertifiedbill

ADDITIONAL CONDITIONS OF CONTRACT

1) SCOPE OF WORK:

The schedule of quantities and the tender drawings are only indicative of the scope of work.

There may be variation in quantities of individual items as well as in the total quantum of work of up to + 20%. The contractor will not be liable to omission altogether of some of the items.

2) COMPLETION SCHEDULE:

The contractor will be required to work according to a programme given to them by the consulting Architects, based on the priorities of the Employer. The contractor will be required to prepare bar charts on the basis of the programme given to them and get these approved by Employer/Architects. While the overall completion programming of the work will be 14 days, certain items may be required to be completed in a shorter period, varying from 7 to 14 days.

3) WATER AND ELECTRICAL ENERGY:

Water and Electrical energy required for work to be provided by the employer at one point free of charge, and the contractor will be required to make his own distribution and arrangements for them. Cost of electrical energy consumed would be payable by the contractor according to Government tariffs.

4) **OTHER AND REGULATIONS:**

a) All E.S. formalities of prescriptions under workmen compensation Act will be adhered to by the contractor. He will have to observe the regulations prescribed under the contracts Labour Regulations & Abolition Act, 1970 and rules formed here under.

b) The contractor shall not employ labour below the age of 18 years and shall pay them not less than the wages paid for similar work on the fair wage. Fair wage men's wage whether for time or piece work as defined in the Minimum Wages Act.

Contractor's Seal and Signature

5-

PREAMBLE TO SCHEDULE OF QUANTITIES

- 1 Tenders shall be on the basis of item rates which shall include the cost of materials, labour, all taxes, duties, and all other appurtenant services for the complete installation, testing and commissioning in accordance with relevant drawings and meeting the requirements of the specification and relevant I.S. specification including the fees for inspection together with the liabilities and obligations as detailed in the general conditions of contract.
- 2 Prices shall remain firm and free from variation due to rise and fall in the cost of materials and labour or any other price variation whatsoever whether during the stipulated period of execution or during extended period of completion if any, except direct statutory, increases by the Act of Govt. or Local bodies.
- 3 Item rates shall remain valid for any variation in the estimated quantities given in the schedule of quantities.
- 4 In order to facilitate the technical scrutiny of various quotations, the tenderer must supply with their quotations detailed technical particulars, make catalogues and erection drawings for various items under different parts specified in the schedule of quantities.
- 5 The drawings and specifications lay down minimum standards for equipments and workmanship. Deviations, if any, shall be clearly set down. In the absence of any

deviations, it will be deemed that the tenderer is fully satisfied with the intents or the specifications and drawings and their compliance with the statutory and fire insurance provision including local codes. Where the drawings and specifications conflict the more stringent shall supply.

6 All installations shall be tested as specified and a test certificate in the prescribed form required by the authorities shall be furnished.

7 The entire installation shall be guaranteed against defective materials or workmanship for a period of 12 months from the date of installation ascertained by the Architect and taken over by the owner. During the guarantee period, all the defects shall be rectified by the contractor, free of cost.

8 Water and power required for the works may be made available at site. Use of electrical power will be on chargeable basis. If the water available at site is unsuitable for construction purpose, the contractor will have to make their own arrangement for water.

9 The tenderer must acquaint themselves of the site conditions and take note of all factors while quoting the rates, so no extra will be allowed on any ground.

10 The successful tenderer shall supply completion drawings of the entire installation as executed at site drawn to a scale approved by the architect after the completion of the work but before completion certificate is given to the Architect.

11 The material of the 1st preference shall be used and the contractor may exclude himself from doing so only if the required range as per tender specifications is not manufactured by the particular manufacturer. The evidence of such cases shall be supported by a letter from the respective manufacturer. Samples of all fittings and accessories shall be approved by the Bank Employer/Architect prior to their installation.

Articles of Agreement made at Ahmedabad between this day of

_____ between **M/s. UC OBANK, ZONAL OFFICE, ZONAL MANAGER, 7th FLOOR, UCO BHAVAN, NEAR SANYAS ASHRAM, ASHRAM ROAD AHMEDABAD 380009** (Hereinafter referred to as "The Employer" which expressions shall unless excluded or repugnant to the context be deemed to include its successors and assigns) of the one part, and M/s _____ carrying on business at _____ (hereinafter referred to as the "Contractor" which expressions shall unless excluded or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns) of the other part.

WHEREAS

1. The Employer is desirous of carrying out the Electric works for **UC OBANK, GOTA BRANCH, AHMEDABAD**, and has drawings and specifications, schedule of quantities describing the work to be done, have been prepared by the Consultant **M/s. VIJAY SAHIJWANI & ASSOCIATES, AHMEDABAD** under the direction of the Employer. The Employer is desirous of completing the said work strictly and according to the said drawings and specifications.

2. The said drawings and the specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto and

3. The contractor has agreed to execute upon and subject to the conditions, set forth herein (hereinafter referred to as "the conditions") the work shown upon "the said Drawings" and described in "the said Specification" and "the said Priced Schedule of Quantities" at the representative rates mentioned in the Priced Schedule of Quantities

NOW IT IS HEREBY MUTUAL AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The contractor hereby agrees and undertakes to execute and complete the said works shown in the said drawings and such further detailed drawings as may be furnished to it by the Employer and described in the said specification and the said schedule of quantities upon and subject to the said conditions.

2. The term "Consulting Architects" in the conditions shall mean the said **M/S. VIJAY SAHIJWANI & ASSOCIATES**, or in the event of their death or ceasing to be the Consulting Architects for that purpose of this contract, such other persons as shall be nominated for that purpose by the employer, not being a person to whom the contractor shall object for reasons considered to be insufficient by the employer, provided always that no person subsequently appointed to be Consulting Architects under this contract shall be entitled to disregard or overrule any decision or approval or direction or expressed in writing by the consulting Architect for the time being.

3. The plan, agreement and documents above mentioned shall form the basis of

this contract and the decision of the said Consulting Engineers/Architects for the time being as mentioned in the Conditions of Contract in reference to all.

4. Matter of dispute as to the materials, workmanship or account and so as to the intended interpretation of the clauses of the Agreement of any other document attached here to shall be final and binding on both parties and may be made a Rule of Court.

5. The said contract comprises the work above mentioned and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said employer through the consulting Architects or other the Consulting

Architects for the time being, even though such works may not be shown on the drawings or described in the said specifications or the Priced Schedule of Quantities.

6 The employer reserved to himself the right after the drawings and nature of the work and of adding or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations and such alterations or variations shall be carried out without prejudice to this contract.

7. The said conditions shall be read and constructed as forming part of this agreement and parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively as such conditions contained.

8 Further, letter exchange between the Employer and the Contractor after the receipt of this contract as listed, shall form an integral part of this contract.

9 The several parts of this contract have been read and fully understood by us.

As witness our hand this **date of** _____
Signed by the said

Employer

In the persons of

Signed by the said

Contractor

In the persons of

SPECIFICATION

All work should conform to Standards laid down by the Bureau of Indian Standards.

Wherever detailed specifications are not given, the work shall be carried out as per CPWD Specifications Vol. I & II with latest addition and corrections.

SPECIFICATIONS – GENERAL REQUIREMENTS

1A. List of Tender drawings is given elsewhere in the Tender Documents. These drawings are meant for Tenders and constructions also. These drawings may be revised and fresh revised copies issued to the contractor from time to time for adoption in the work to suit the final Designs and the physical conditions encountered during the progress of the work.

1B. Figured dimensions on drawings shall only be followed and drawings to large scales shall take precedence over those to small scale.

1D. The contractor shall prepare, at his own cost, detailed shop drawings and shall obtain the approval of the consultant/Client before adoption.

2A. The specification is intended for general description of quality and workmanship of materials and finished work. They are not intended to cover minute details. The work shall be executed in accordance with sound engineering and other professional practice.

2B. Where reference is made to any standard specification of Bureau of Indian Standards or any other similar body, the information and provision of the latest revised edition of the specification on the date of submission of such standard specification are in conflict with the provisions standard in these specifications the latter provisions shall have precedence.

2C. All materials shall be of standard quality manufactured by reputed concerns conforming to Indian Standard or equivalent and shall have "BIS" mark as far as possible unless otherwise approved by the Consultant/Client. The contractor shall get all materials approved by the Consultant / Client prior to procurement and use.

3. MEASUREMENT AND PAYMENTS

3A. The quantities stated in the Bills of Materials are tentative. The contractor shall be paid at the quoted rate and on the basis of actual measured dimensions of the finished work, limited however by those dimensions shown in the drawings, or as directed by the consultant/Client.

3B. Measurement of work shall be generally in accordance with IS: 1200 "Method of Measurement of Building and Civil Engineering Work "except where the stipulations of the Tender are contradictory.

4. LAYOUT AND SURVEYS

The contractor shall be responsible for the true and proper setting out of works, for the correctness of position, levels, dimension and alignment of all part of the works and for the provision of all necessary instruments, appliance and labor in connection therewith. If at dimensions or alignments of any part work, the Contractors, on being required to do so, shall at his expenses rectify such errors. Checking of any setting out of any line or level by the Consultant / Client shall not in any way relieve the Contractor of his responsibility for the correction thereof.

5. CONSTRUCTION SCHEDULE AND TIME OF COMPLETION.

5A. A Bar chart shall be submitted by the contractor detailing out the complete construction activities for each work with 7 days of start of work at site. This chart shall be reviewed by the Consultant / Client and alterations, if any, shall be made by the contractor, this chart will form the basis or reappraisal to evaluate the progress of work at site.

5B. The drawings shall be issued to the contractor at least one week in advance before commencement of work.

5C. No extension of time shall be granted on the plea of drawings not having been received in time provided the above time schedule is adhered to.

6. CO-OPERATION WITH OTHER AGENCIES

During the course of implementation of this contract, several other agencies and contractors shall be working at site simultaneously. In order to effect proper co-ordination and avoid delays, it shall be the responsibility of the contractor of this tender to give adequate notice and exact dates of the work proposed to be executed by him which require the placement and fixation of embedment, etc., by the other agencies. The safety and prevention from damage of all materials, plant etc., of other agencies of the owners during construction activities would remain with the contractor. In the event of damage or loss, caused, indirectly or directly by contractor or his labour, he will be responsible to make good the same as advised/instructed by the Consultant/Client.

7. DELIVERY OF WORKS

Every portion of the work shall be kept clear of accumulation from time to time and delivered up clear and free from all defects of every kind at the conclusion of the work.

8. RELATION TO OTHER DOCUMENTS:

8A. The technical specification is intended for general description of items listed in the bills of quantities. All work specified or implied in the Technical Specification forms a part of the items in the Bills of Quantities. Similarly, all indications in drawings and General description of works, whether specified or implied, form a part of the items in the Bills of Quantities.

8B. The quoted rates in the bills of Quantities shall be assumed to include all the specified and implied work of the Technical specifications, drawings and General description of work even when not specifically mentioned in the Bills of Quantities.

9. LIFT AND LEADS

9A. The rates quoted for all items of work shall include all lifts and leads where applicable.

9B. All debris and waste materials shall be disposed away from the site to a far off place as directed.

MATERIAL SPECIFICATION FOR ELECTRICAL, TELEPHONE & BURGULAR ALARM WORKS

1. PVC RIGID PIPE	AVONPLAST/ESSOR KEY/KALINGA/SUPER
2. PVC ROLL PIPE	SUPERDAIDA
3. COPPER WIRES AND CABLES	FINOLEX/POLYCAB/RRKABEL/HAV ELLS(FRLS grade)
4. SWITCH AND SOCKET MODULAR	ANCHORROMA/CRABTREE/MK/GM
5. LIGHT FITTINGS	WIPRO/HAVELLS/PHILIPS
6. DB & MCB	INDOASIAN/MDS/HAGER/SIEMENS/L&T
7. AC STARTER, PLUG SOCKET	L&T SIEMENS/NORTHWEST/MDS
8. TELEPHONE SOCKET	CRABTREE/MK/DELTON/FINOLEX
9. DATA, VOICE CABLE CATV	D-LINK/ADHYA/SISTIMAX
10. LUGS	DOWELLS
11. TERMINALS	ESSEN/ELMEX
12. BURGULAR ALARM	GODREJ/GLOBE DETECTIVE
13. E-CAT6 PATCH PANEL	D-LINK/AVAYA
14. FAN(WALL BRACKET/EXHAUST)	ORIENT/KHATAN/CROMPTON/ ARMONARD
15. TELEPHONE CABLE	NETC

