

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and 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 construing 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.

- i) **Employer or Bank:** The term "Employer" or "Bank" shall denote CANARA BANK with their Head Office at BANGALORE represented by Asstt.General Manager, Premises & Estate section , Circle office , New Delhi and any of its employees or representative authorised on their behalf.
- ii) **Architects:** The term "Architects" or "Consultants" shall mean M/s. VIPIN GUPTA AND ASSOCIATES, B-6, Bhanot Apartments No. 5, Local shopping centre, Madangir, New Delhi or in the event of his/their ceasing to be the Architects for the purpose of this contract such other person/s the Employer shall nominate for the purpose.
- iii) **Engineer:** The term "Engineer" shall mean authorised Engineer appointed by Architect or Banks for day to day supervision of works at site as per tender terms.
- iv) **Contractors:** The term "Contractor"," Bidder" or "Tenderer" shall mean _____ (Name and address of Contractor) and his/their heirs, legal representatives, assigns and successors.
- v) **Site:** The "site" shall mean the site located at plot No. 26, South Patel Nagar , New Delhi where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the contractor's use.
- vi) **Drawings:** "Drawings " means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Bank/ Architect and such other drawings as may from time to time be furnished or approved in writing by the bank/ architect. The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be given by the Employer/Architects/Consultants during the execution of the work.

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

In case any detailed Working/Fabrication/Shop Drawings are necessary, contractor shall prepare such detailed drawings and/or dimensioned sketches thereof and have it confirmed by the Employer/Architects/Consultants prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 3 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.

- vi) "The Works" shall mean the work or works to be executed or done under this contract and shall include materials, apparatus, equipment, plant, fittings and other things for incorporation in the works.

- vii) "Contract " means the contract effected by the contractor's Tender and the Employer's acceptance thereof comprising (in addition to the Tender and Acceptance) the priced bill of Quantities and Schedules, Schedules of particulars (if any), Specifications and Drawings, these General Conditions of Contract, Special Conditions contained in or attached to any of the forgoing documents, any alterations agreed in writing between the parties before the formal acceptance of the Tender, all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- viii) "Specification" means the specification detailed in the schedule of Quantities or annexed to or issued with these conditions and includes Indian or British or other approved standard specifications where required by the specification and where such a specification is not available, the specification approved by the Architect and the Engineer.
- ix) "Approved " means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- x) "Market rate" means the rate as prevailing in the market and recommended by the Engineer and Architect and as approved by the Employer on the basis of cost of materials, labour, plant etc inclusive of any tax, duty, octroi etc. at the time of execution of work.
- xi) "The Schedule of Quantities" or "Priced Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- xii) "Act of Insolvency" shall mean any act such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

2. SCOPE

The work consists of Partial Demolition of the Residential building at No. 26, South Patel Nagar, New Delhi in accordance with the "drawings" and "Schedule of Quantities" without affecting the safety of the balance or the retained portion of the building. It includes providing all materials, labour, tools and equipment and management necessary for and incidental to the partial demolition and conveying the debris outside the site. The work shall be carried out using the latest tools as directed by the bank/architect. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer/Architects/Consultants. 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/Consultants and to furnish and install such detail with Employer's/Architects/Consultants' concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Architects/Consultants may in their absolute discretion issue further drawings and/or written instruction, details, directions and explanations, which are, hereafter collectively referred to as "The Employer'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 there upon.
- f) The opening up for inspection of any work covered up.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's/Architects'/Consultants' instructions, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by the

Employer/Architects/Consultants shall if involves a variation, be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the 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”.

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 and conveyance of the debris to the nearest dumping place. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties, including police restriction for transport etc., for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of 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 tenderer should be submitted fully priced and also signed at appropriate places as detailed in the Instructions to Tenderers.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his 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 tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects/Consultants detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor’s analysis.

The works will be paid for as “measured work” or “ premeasured 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 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 any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of **Ninety** days from the date of opening of the tender.

5. AGREEMENT

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

6. GOVERNMENT AND LOCAL RULES

The contractor shall confirm to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc., of the Government and Local Authorities. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws 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.

7. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties royalties, cess and sales tax, VAT or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained.

8. PROVISIONAL SUMS (P S) ; NOT APPLICABLE

9. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are only approximate and are intended to cover the partial demolition works indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

10. 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 all reasonable facilities and use of his scaffolding for the execution of such work.

11. EARNEST MONEY, SECURITY DEPOSIT & RETENTION MONEY

The tenderer will have to deposit the amount specified in the Tender Notice in the form of Bank Draft drawn in favour of CANARA BANK, CIRCLE OFFICE, NEW DELHI at the time of submission of tender as Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expire of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit a further sum to make up 2% of the value of the accepted tender including the Earnest Money. The initial Security Deposit will have to be made within 3 days from the date of acceptance of tender, failing which the Employer at his discretion, without prejudice to any other rights/remedies available under the terms of this Contract may revoke the letter of acceptance and forfeit the Earnest money deposit furnished along with the tender.

Apart from the initial security deposit made as above, retention money shall be deducted from progressive running bills @ 8% of the gross value of each running bill until the total security deposit, i.e., the initial Security Deposit plus the retention money equals:

- a) 10% on the first rupees one lakh of the tendered cost of work.

- b) 7.5% on the next rupees one lakh of the tendered cost of work
- c) 5% on the remaining amount of the tendered cost of work.

The retention amount will be refunded to the contractor, after deducting any sum due from the contractor on any account under this contract, along with the final bill on satisfactory completion of all the works under this contract. No interest is allowed on retention money.

12. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, **schedule of quantities cum specifications** taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/ Architects whose decision shall be final and binding. **The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.**

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

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackle, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, building, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shorting etc., as occasion shall be required or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/ Architects/ consultants.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make 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 fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

13.1 Time of completion: The entire work is to be completed in all respects **within the stipulated period stated in the Appendix.** The work shall deemed to be commenced on the third day from the date of acceptance letter or date of handing over of site, whichever is later. Time is the essence of the contract and shall be strictly observed by the contractor. The bank is committed to the municipal authorities to complete the demolition works within the specified time.

13.2 Extension of Time: If in the opinion of the Engineer the works were delayed for reasons beyond control of the contractor, the BANK may grant a fair and reasonable extension of time for completion of the contract works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within THREE days of the happening of the event causing delay to the Engineer/Employer. The

Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays, net extension required.

In such case, the Employer may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within one month of the date of such request. Non-application by the contractor for extension of time shall not be bar for giving a fair and reasonable extension by the Employer and this shall be binding to the contractor. While granting extension, the Engineer with the approval of the Employer shall notify the contractor the period of time which will not qualify for levy of liquidated damages.

For the period in excess of original stipulated period and authorised extension of time (i.e. period not qualifying for levy of liquidated damages), granted by the Employer, the provision of liquidated damages as stated under Clause 15 hereof will become applicable.

However, the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

14. **Progress of work:** During the period of execution the contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/ Architects/Consultants.

15. LIQUIDATED DAMAGES

If the Contractor fails to complete the works within the time for completion stated in the Appendix/elsewhere or within any extended time under Clause 14 hereof and the Engineer with the concurrence of the Employer certifies in writing that in his opinion the same ought to have been reasonably completed by the original completion date or such extended completion date, as the case may be, the Contractor shall pay the Employer the sum at the rate of 1%(one per cent) of the Contract Value per week subject to a limit of 10%(ten percent) of the Contract Value as "Liquidated damages " for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.

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

The contractor's representatives and staff shall be available at all reasonable hours to receive instruction notices or communications at the site.

All drawings maintained on the site are to be carefully maintained at the site. 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 .

The contractor shall use the existing sanitary facilities for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause 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 construction, and all receptacles, cisterns, water tanks etc., used for the storage of water, must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-material measures.

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

Protective Measures: The contractor from the time of commencing the works , must make suitable arrangements for watching and security his materials and equipments , tools at the site on round the clock basis and no extra will be paid by Bank for such services.

Contractor shall indemnify the Employer against any possible damage to the retained portion of the building, neighboring buildings, roads or members of the public in course of execution of the work.

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

Storage of materials: The contractor shall ensure proper storage and adequate protection of the materials etc., and other work that may be executed on the site including the tools and materials of sub-contractors and remove the same on completion.

Tools: Theodolite levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary for the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

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

The mistries and the supervisor on the works shall carry with them necessary instruments like a steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to ensure that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

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

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities,.

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 rights, royalties, damages to buildings, 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.

18. CLEARING SITE AND SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. 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.

19. BENCHES

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of the Employer for the purpose, until the works are completed . The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

21. ACCESS

Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the workshop, factories or other places where materials are being prepared or constructed for the work 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 representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

22. 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 order to perform and complete any part thereof shall be executed to the perfect line and levels in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/Architects/Consultants during the execution of the work, and to his entire satisfaction.

The work must be done in the best workman like manner. The method of the works and tools to be used must be submitted to the Employer/Architects/Consultants when so directed by the Engineer/Architects/Consultants and written approval from Employer/Architects/Consultants must be obtained.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer/Architects/Consultants may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all end work and supply all temporary doors, protection to windows, supports and any other requisite protection for the 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 expenses.

23. IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing to REDO or Reconstruct the demolished work which in the opinion of the Employer/Architects/Consultants are not in accordance with drawings and specifications or the 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/Consultants 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.

25. 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 omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer.

The Site Engineer 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, 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 limitations of this clause the contractor shall take instructions only from the Architects/Employer/Consultants.

26. 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 instructions of the Employer/Architects/Consultants. The contractor shall engage at least one experienced Engineer as site-in charge for execution of the work. The contractor shall employ in connection with the work, persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local labourers on the work as far as possible.

The record of the attendance of the labour and the supervisors shall be maintained.

No labourer below the age of **Eighteen** years and who is not an Indian National shall be employed on the work.

Any labourer supplied 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 representative shall be deemed to be a person employed by the contractor.

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

- a) The Payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971
- e) Apprentices Act 1981
- 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 the 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 comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of

small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary accommodation and provide facilities for pure drinking water at all times of the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of **any accident** at 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.

27. DISMISSAL OF WORKMAN

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 who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the employer or any of their officer or employee.

28. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any a 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 contract or from active superintendence of the work during their progress.

29. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen, persons, animals or things including all fatal accidents and for all damages to the structural and/or decorative part of BUILDING / 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 including fatal or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, 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 including the fatal or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damages under any acts of compensation or damage consequent upon such claim.

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

The contractor shall effect the insurance necessary and indemnify the 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 works itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything, which may be excluded from 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 or damages from any sums due or to become due to the contractor.

30. INSURANCE

The Contractor shall be responsible for all injury or damage to persons, employees, labourers, animals or things, including all fatal accidents and for all damage to property, which may arise from any factor/omission on the part of the Contractor or any Sub-Contractor or any of their employees. The liabilities under this Clause shall cover also, inter alia any damage to roads, streets, footpaths, and bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall also be responsible for any damage caused to the Buildings and other structures and works forming the subject matter of this contract due to rain, wind, fire, flood or high tide or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till the Defects Liability Period is over, with an insurance company approved by the Employer, **Contractors All Risks Policy** for Insurance for the full amount of the contract including earthquake risk in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy.) with Employer as beneficiary against all risk as per the standard all risk policy for Contractors and deposit such policy or policies with the Employer before commencing the works

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

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any persons in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the Contract, with an Insurance Company approved by the Employer a third party insurance policy in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the policy shall be Rs.5.0lakhs per person for any one accident or occurrence and Rs.20.0lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Contractor or of sub-Contractor and shall be at his own expense effect and maintain until the virtual completion of the Contract, with an Insurance Company, approved by the Employer, a policy of Insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the Contractor insuring as provided above, **the Employer may also insure and may deduct the premiums paid plus the administrative fees of 15% of the sum payable to insuring agency as departmental charges** from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, maybe the reasons due to which the damage shall have been caused.

The Contractor shall be also indemnify and keep indemnified the Employer against all and any costs, charges expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damage or compensation arising there from.

Without prejudice to the other rights of the Employer against Contractors in respect of such default, the Employer shall be entitled to deduct the sum paid to the Insurance Company with **15% extra as departmental charges** from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor 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 event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the 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.

The Contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the ENGINEER may deem fit, but shall, however, not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to commence work at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

31. ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract.

32. MEASUREMENTS

All the work shall be pre measured before dismantling. 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 counter sign 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.

33. 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 week subject to minimum value for interim certificate as stated in the Appendix.** The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Employer/Architects 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 honouring certificate stated in the Appendix.

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

34. FINAL PAYMENT

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 for such of those items and quantities that in the opinion of the Employer, are undisputed.

The final bill shall be accompanied by a certificate of completion from 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.

35. VARIATION / DEVIATION

The Employer shall have powers to order additional /nontendered items to modify the tendered items, to vary the quantities of tendered items and not to execute certain items. All such orders shall be in writing. The rate or price of all such additional items/non-tendered/modified items will be worked out on the basis of rates quoted for similar items in the contract wherever 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 upto an excess of 25%. For quantities beyond 25% excess, the rate may be reviewed based on prevalent fair price of labour, materials and other components. The contractor shall submit detailed analysis of rates and supporting documents to the Employer/Architect within 14 days of being directed to execute such items/quantities and the Employer/Architect shall assess the analysis and approve reasonable and justified rate. /No such additional or modified items or variation in quantities (except variation in quantities as per approved drawings) shall be executed by the Contractor without prior written approval of the Employer/Architect.

36. 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. For materials designated in the Schedule of Quantities and specification indefinitely by such term as "Equal", "Equivalent" or "Other approved" etc. specific approval of the Employer/Architects shall be obtained in writing. All such substitution may be subject to suitable price adjustment if considered necessary by the Architect.

37. COMPLETION OF WORK

On completion of the work the contractor shall clean all windows, doors, fittings, fixtures etc of all dust etc, if necessary all hardware, clean inside and outside, all floor, stair-cases, and every part of the building and the surroundings. The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Employer in writing that he has completed the work and it is ready for inspection.

On receipt of such written intimation from the contractor, the Employer/Architect shall arrange to inspect the work and certify completion if the work has been completed satisfactorily. If not, the Employer/Architect shall inform the Contractor the deficiencies/defects in the work and the contractor shall attend to them properly and again intimate the Employer/Architect for further inspection.

The work shall not be considered as complete until the Employer/Architects/ Consultants have certified in writing that it has been completed satisfactorily without any apparent defects .

No such certificates shall be issued until the contractor clears away and removes from the site all equipments, surplus materials, scaffolding materials, staging ,rubbish temporary works of every kind and leaves the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer/Architects.

38. 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.

39. 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 be proceeded within 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 works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fall for 7 (seven) days after such notice has been given to proceed with the works as therein prescribe, the Employer may proceed as provided in clause 44 (Termination of Contract by Employer).

40. TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of 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 therefore, 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 any of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor there under, or shall neglect or fail to observe and perform all or any of the acts, matters or 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 hereinafter 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 make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter 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 hereinafter mentioned, but without thereby effecting the powers of the contract 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 favor 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 thing to prevent or hinder such other contractor or other persons or person employed from completing and finishing the works. When the works shall be completed, or as soon thereafter as conveniently may be, the employer shall give notice in writing to the contractor to remove his surplus materials and plants and, should the contractor fail to do so within a period of 14 days after receipt by him, the employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realized. Any expenses or losses incurred by the employer in getting the works carried out by other persons or 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 persons or contractors or against the Security Deposit.

41. 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 rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach 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

hereinafter 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/Architect 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 of aforesaid, select any one of the persons named 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 Employer/Architect fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select anyone of the persons name and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns 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 or payable to the contractor shall be withheld on account of such proceedings.

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

The fees and expenses, 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 Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

42. SAFETY ; the contractor shall follow all the safety codes as stipulated in the other parts of the tender/ contract.

Signature of the Contractor

SAFETY CODE

Scaffolds

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m. above the ground floor, swung or suspended from an overhead support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m. above the floor or platform of such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 1.00m. Whenever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3 m. in length. For longer ladders this width shall be increased at least 20 mm for each additional metre of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

Other Safety Measures

- vii) All personnel of the contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Excavation & Trenching

- ix) All trenches, 1.25 m. or more in depth shall at all times be supplied with at least one ladder for each 30 m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m. above the surface of the ground. Sides of trenches which are 1.5 m. or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- x) **The contractor shall take all measures on site of the work to protect the public from accidents and shall be bound to bear the expenses of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the precautions and**

to pay any such persons or which may with the consent of contractor, be paid to compromise any claim by any such person.

Demolition

- xi) Before any demolition work is commenced and also during the process of the work.
 - a) **All roads, open areas adjacent to the work site shall closed or protected as law/Court orders.**
 - b) No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from the risk so over loaded with debris or materials as to render it unsafe.
 - d) All the electrical power supply in the area to be demolished shall be disconnected.

Personal Safety Equipments

xii) All necessary personal safety equipment as considered adequate by the Engineer 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 equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) Stone breakers and concrete beakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f) The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.

No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.

When the work is done near any public place where there is risk of accidents all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines

- xiii) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions.
1. (a) These shall be of good mechanical constructions, sound materials and adequate strength and free from patent defect and shall be kept in good working condition with necessary preventive maintenance
(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be anchorage of any hoisting machine including any scaffolding without signals to operator.
 3. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 4. In case of department machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduced to minimum of risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided near the place of work.

- xiv) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- xv) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- xvi) Notwithstanding the above clause from (i) to (xv), there is nothing in these to attempt the contractor from the operation of any other Act or Rule in force in the Republic of India.

Witness

Signature of Contractor
Address:

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

1	Period of Completion	: <u>15 (Fifteen days)</u>
2	Defects liability Period (D.L.P)	: One month from the date of Completion of work
3	Date of Commencement	: As per Clause 13
4	Liquidated Damages for Delay	: As mentioned in the Clause no.14
5	Period of final measurement	: 15(Fifteen) days.
6	Value of work for Interim Certificate	: Minimum Value shall be 2.0 Lakhs
7	Period of honouring interim Certificate	: 7(Seven) days.
8	Period of honouring Final Certificate	: 2(Two) months.
9	Retention Money	: 8% of Interim Bill amount subject to the ceiling of the total security deposit
10	Total Security Deposit (Maximum)	: As per clause no. 11 of general conditions of contract
11	Initial Security Deposit	: 2% of Contract sum including EMD
12	Earnest Money	: See Tender Notice

SIGNATURE OF CONTRACTOR.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

These Special conditions of Contract shall be read in conjunction with the General Conditions of contract, Specifications of work, Drawings and any other documents forming part of this contract wherever the context so requires.

Not with standing, the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the Special Conditions of Contract, shall be **deemed to over-ride** the provisions of the General Conditions of Contract and shall to the extent of such repugnance, or variance, prevail.

2. WHOLE WORK TO BE COMPLETED IN THE SPECIFIED COMPLETION PERIOD:

The whole work including all extra and additional items is to be completed in the completion period stated in Appendix to conditions of contract and the Contractor will be required, if necessary to work overtime to fulfill the Architect's instruction to complete the work by the Contract date. No extra will be allowed on the Contract Sum for such overtime work.

3. INTERPRETATION OF TERMS:

- (a) Whenever the words "directed", "as required", "selected", or words like effect are used, it is to be understood that the selection, direction or requirement of the Architect are intended.
- (b) The words "approved", "satisfactory" or words of like import shall mean "approved by" or "satisfactory to" the Architect, whose approval must first be obtained before the materials ordered or the works to which the words refer to are put in hand.
- (c) The word "allow" shall mean that the contractor shall include in his rates for the particular matter referred to.
- (d) The words "as described" shall mean the description in the trade preambles, general preambles, specifications, general instructions etc.

4. ORDER OF WORK:

The Architect reserves the right to fix the order in which the various items of work involved in this contract are to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.

5. WORKMANSHIP:

The work involved calls for a high standard for workmanship combined with speed.

6. REJECTED WORKMANSHIP OR MATERIALS: NOT APPLICABLE

7. DISCREPANCIES:

The several documents forming the contract are to be taken mutually explanatory of one another. In the event of any Errors, Omissions and Discrepancies, the same shall be dealt as under:

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

Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

Between the written or shown dimensions in the drawings and the corresponding one in the specification, the former shall be taken as authenticated.

In case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference be observed.

Description in Schedule of Quantities.

Particular Specifications and special condition, if any

Drawings

Indian Standard Specifications of B.I.S.

In case of difference between the rates written in figures and the rate in words shall prevail.

Between the duplicate/subsequent copies of the tender and original tender, the original tender shall be taken as authenticated.

In case of omissions and/or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer whose Elucidation, elaboration or decisions approved by the architect shall be considered as authentic.

The contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

8. QUOTED RATES:

The rates quoted by the contractor shall be held to include for providing and fixing all scaffolding, conveyance and delivery, unloading, carrying in storing, hoisting, all labour, setting, fitting and fixing in position making, setting, cutting, waste, return of packing and all materials and labour and everything else necessary for the proper completion of each item of work to the approval of Architect and for Establishment Charges, overheads and profits. The Contractor shall provide at his expense all labour, materials and things required by the Architect or his representative for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planning gangways etc., necessary for affording access to every part of the work. (However in regard to cube tests of concrete provisions made regarding the same under the trade 'Concrete' shall be applicable).

Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted. No claim shall be entertained on this account except as provided in clause 35 of the General Conditions.

If called upon by the Architect, detailed analysis of any or of all the rates shall be submitted by the Contractor. The Architect is not bound to recognize Contractor's analysis and reserves the right to reject abnormal high rates quoted by the contractor. In case there are inconsistencies in the rates for items of same such rates shall be considered as the rate for all such items unless Architect finds that there is justification for such inconsistent rates.

9. WATER:

The rates quoted by the contractors shall include for providing all the water required for the work including that required by special tradesmen and sub-contractors and pay all charges required by local Municipal or other authorities or from any private supply. Water must be clean, fresh, pure and free from earth, vegetable or organic matter acid or alkaline substance in solution or suspension. The contractors must execute any temporary plumbing work and pay all fees and charges. The contractors will be allowed use of any water surplus to requirements of the Employer from any existing well if any on the site, but no guarantee is given that the quantity available would be sufficient. The contractor will make his own arrangements for pumping and storing water. If supply from the Municipality or other bodies be inadequate, the contractor should provide tube well or wells or open well at his own cost. All Health regulations in force shall be strictly observed by the contractor and pay all necessary charges.

10. ELECTRICITY:

The quoted rate shall include the power required for the works.

The contractor shall arrange with the concerned Electric Supply Authorities for a temporary meter for electric supply to the site and shall provide all temporary wiring, power and lighting points for the whole of the works and clear away when no longer required. He shall pay all charges for same and for current consumed, including the consumed by sub-contractors. Alternatively power from generator shall be arranged by the contractor at his own cost.

11. SECURITY AND PROTECTION:

All fences, trees, shrubs, grass, lawns and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at contractor's expense.

The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps, woodwork and joinery and the like from injury during the progress of the work by rough timber casings securely fixed. The contractor shall at his cost protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the Architect at completion. Before giving up possession, the Contractor must see that all doors, windows, and ventilators, etc., work easily and shall make all necessary adjustments.

12. INDEMNITY BOND:

Contractor shall sign an Indemnity Bond in an approved format before starting the work, indemnifying the owner and the architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction and for violating rules and regulations for which the contractor shall be solely responsible.

13. MINIMUM WAGES ACT:

The contractor shall pay rates of Wages and observe hours of work and conditions of employment according to existing rules under Minimum Wages Act. Further, it shall be contractor's responsibility to ensure that he pays his workmen wages which are not lower than the minimum prescribed by the Union Government and State Government in which area this contract is being operated.

14. INCOME TAX DEDUCTIONS/ WORK CONTRACTS TAX / VAT :

Appropriate deduction as per relevant Income Tax Rules applicable at the time shall be made on the bills submitted by the contractor and such deducted amounts shall be remitted by the owner with the Reserve Bank of India on behalf of the Contractor as per Rules.

15. WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:

All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the work and at completion, including that of sub-contractors and special Tradesmen to be cleared and carted away and all materials rejected by the Architect's representative to be removed. Contractor's quoted rates shall allow for these factors.

16. USEFUL DISMANTLED MATERIALS:

All the useful items like doors, windows, MS grills, GI pipes, plumbing fittings, sanitary fittings, electrical fittings and wirings and any other material other than debris of the concrete, masonry work, flooring, cladding including the steel reinforcement, sanitary pipes will remain the property of the Employer/ Bank and the employer reserves the right to dispose it off in any way and the contractor shall not have any claim for such materials.

17. CONTRACTOR TO ASSIST SITE ENGINEER FOR TAKING MEASUREMENTS:

8.6 The contractor or his representative shall accompany the Site Engineer when required to do so and assist in taking the measurements and shall agree to the measurements recorded on the spot.

8.7 If the Contractor fails to accompany the Site Engineer or any other person that has been duly authorized by the Architect to take measurements then in such a case the measurements recorded by the Site Engineer or Architect's representative shall be binding on the Contractor.

8.8 All measuring tapes shall be steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor, at his expense.

18. SERVICE AND ADVICE BY CONTRACTOR TO EMPLOYER:

The contractor shall place at the disposal of the Employer the services and the advice of himself and his staff of Engineers, Managers, suppliers/buyers of materials, foreman of trades or to other skilled persons employed by him for conducting the work comprised in this contract.

19. NO OVER LOADING OF SLABS:

Floors of buildings under construction shall not be loaded by stacks or materials during construction without the prior approval of the Architect. It is important that no load comes on the reinforced concrete floors until they are at least three weeks old and at no time must be load placed upon them exceed the load for which they are designed.

20. RATES TO COVER FOR WORK AT ALL HEIGHTS AND LEVELS:

The rates quoted by the contractor should cover for work at all heights and levels for all items or work under this contract. Lift of materials will not form any criterion for claiming extra payment.

21. ALTERNATIVE ITEMS:

In regard to alternative and 'rate only' items if any specified in the Schedule of Quantities, Contractor should note that the Architect reserves the right to order the principal item or its alternatives to any extent entirely at the Architect's discretion.

22. PROVISIONAL ITEMS:

If ordered by the Architect, Contractor shall be required to carry out provisional sum items at the same conditions and rates as applicable for this contract.

23. ATTENDANCE OF SUB – CONTRACTORS:

CO – ORDINATION:

The contractor shall be responsible for the Co-ordination of all the work including that of sub-contractors and nominated sub-contractors, for arranging runs of all services and working to the requirements and layouts of the specialist trades, in all matters necessary for the complete execution of the work.

Rates quoted by the contractor shall be inclusive of all at-enhance on sub-contractors or other contractors nominated by the Architect. Contractor must allow for provision of the use of his scaffolding to sub-contractors and for its retention until such time all relevant sub-contract works are completed.

The contractor shall accept liability for and bear the cost of the supply of all necessary water electricity, lighting, watching, etc., for the sub-contractors work.

The contractor must allow in his rates for making good any holes and chases left by the sub-contractor or other contractor nominated by the Architect before the builder's work is completed and handed over.

24. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP:

Measurements of all items of work including extra items, if any, such as, work in foundations, including excavations, plinth filling, masonry concrete etc., steel in all R.C.C. WORKS, pipes to be encased etc., shall be got recorded from the authorized Site Engineer by the contractor before they are covered up. Immediately the work is ready for measurements, contractors will give specific notice to Architect and Site Engineer for recording the measurements, the Contractor will refer the matter to the Architect for instructions, but in no case shall cover up the work without his permission.

25. MINIMUM REQUIREMENTS OF THE TECHNICAL STAFF:

Unless otherwise stated, contractor should note that irrespective of the fact whether the proprietor himself is a qualified Engineer or not he shall appoint a qualified Engineer having a recognized Degree / Diploma in Civil Engineering and a minimum of 3 years' experience on such major construction site/s or demolition works of similar works.